

AMENDED AGENDA WITH COMMENTARY

**GUTHRIE PUBLIC SCHOOLS
BOARD OF EDUCATION
REGULAR MONTHLY MEETING
802 EAST VILAS
GUTHRIE, OKLAHOMA**

**MONDAY
AUGUST 14, 2023
6:30 P.M.**

AGENDA:

- 1. Call to Order**
- 2. Roll Call**
- 3. Establish a Quorum**
- 4. Pledge of Allegiance**
- 5. Moment of Silence**
- 6. Comments to the Board by:**
 - A. Citizens registered to speak to the Board**
 - B. Board Members**
- 7. Superintendent's Reports**
- 8. Consent Agenda**

All of the following items, those items of a routine nature normally approved at Board meetings, will be approved by one vote unless any Board member desires to have a separate vote on any or all of these items. The Consent Agenda consists of the discussion, consideration and action on the following items:.....Pages 12-171

 - A. Minutes of Regular Board Meeting July 10, 2023**
 - B. Treasurer's Report**
 - C. Activity Fund Fundraisers as per attached list**
 - D. Encumbrances for General Fund #'s 245-380, Building Fund #'s 53-118; 358-364 and Activity Fund Reports**
 - E. Fuel bid as recommended by bid committee**
 - F. Out of State Employee Trip Request: Mike Simpson, National Conference on Education- San Diego, CA, February 14-February 17, 2024**

G. Arvest Bank Purchase and Fuel Credit Cards.....Page 63

Commentary:

The district currently participates in the OSSBA purchase card program with the use of Prosperity Bank credit cards. The rebate equates to .003% annually. Arvest Bank's Purchasing & Fuel Card program offers a rebate return of 1% on purchases and .5% on fuel for expenses incurred by the district. The transition to Arvest bank will be cost effective and provide ease for district operations for vendors who do not accept purchase orders. **Dr. Chapple will answer any questions.**

RECOMMENDED ACTION:

The Superintendent recommends approval.

H. Contracts/Agreements under \$10,000

- 1. Contract with Oklahoma Department of Career and Technology for Full-Time Adult Career and Technology Education Programs for 2023-2024Pages 64-65**

Commentary:

This is our annual contract with Career Tech to continue to offer their programs for the 2023-2024 school year. **John Hancock will answer any questions.**

RECOMMENDED ACTION:

The Superintendent recommends approval.

- 2. Recommendation, consideration and action upon renewal agreement with PowerSchool Mizuni (formerly Hoonuit)Pages 66-67**

Commentary:

This service takes the data from our student information system and creates the logins for our students. **Dee Benson will answer any questions.**

RECOMMENDED ACTION:

The Superintendent recommends approval.

- 3. Special Services Agreement with United Community Action Head Start for 2023-2024.....Pages 68-79**

Commentary:

This is our annual renewal agreement with Head Start to provide Special Education Services to eligible students ages 3-5 which is required by federal regulations. A complete explanation is in your packets. **Angie Young will answer any questions.**

RECOMMENDED ACTION:

The Superintendent recommends approval.

4. **Agreement with Oklahoma City Community College for Guthrie Public School to arrange clinical affiliation to provide clinical experience opportunities for students attending OCCC for 2023-2024.....Pages 80-89**

Commentary:

Guthrie Public Schools has agreed to be a host site for students attending Speech Pathologist Program at OCCC. These students will work side by side with the current Speech Pathologists in our District for 2023-2024.

Angie Young will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

5. **Agreement with Max Teaching, INC. to provide professional development to High School Teachers for 2023-2024.....Pages 90-91**

Commentary:

Max Teaching, INC will provide professional development to High School Teachers. The goal is to equip all teachers to better engage all students with special needs. This training will be funded with Continuous Improvement Plan (Project 515 Budget) Funds and will not cost the district.

Angie Young will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

6. **Agreement with NWEA for the Map Growth Progress Monitoring Program for High School Students with Special Needs for 2023-2024.....Pages 92-95**

Commentary:

NWEA for the Map Growth Progress Monitoring program includes 2 hours of professional development training. This program will be funded with Continuous Improvement Plan (Project 515 Budget) Funds and will not cost the district.

Angie Young will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

I. District Policy Revisions

1. **D-13A Sick Leave Bank- Certified Personnel.....Pages 96-97**

Commentary:

With the passage of SB 1121 in the 2023 legislative session, it was necessary to clarify any employee must use maternity leave if they are eligible before applying for the sick leave bank. Additionally, the composition of the committee was revised to reflect actual membership of the committee.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

2. D-13B Sick Leave- Support Personnel.....Pages 98-99

Commentary:

With the passage of SB 1121 in the 2023 legislative session, it was necessary to clarify any employee must use maternity leave if they are eligible before applying for the sick leave bank. **Dr. Simpson will answer any questions.**

RECOMMENDED ACTION:

The Superintendent recommends approval.

3. D-33 Professional Development.....Page 100

Commentary:

This revision replaces an outdated reference to placement of Professional Development plans in school libraries and addresses recent changes in state law.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

4. E-14 Family Involvement.....Pages 101-104

Commentary:

The Parents’ Bill of Rights policy has been revised to incorporate provisions from the OSBE administrative rules regarding sex and sexuality education and updated to reflect current law and regulations regarding immunization records and exemption forms. **Dr. Simpson will answer any questions.**

RECOMMENDED ACTION:

The Superintendent recommends approval.

5. E-41B Internet and Technology Safety.....Pages 105-106

Commentary:

The citation in this existing policy has been updated. In 2022, two different bills listed the same citation. The duplicate citation was addressed when the Oklahoma Statutes were updated, and the statute associated with this policy was changed.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

6. E-42 Library Media Center Selection Policy.....Pages 107-110

Commentary:

This existing policy has been revised to incorporate provisions from the OSBE administrative rules regarding school libraries.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

7. E-47 Prohibition on Race and Sex Discrimination.....Pages 111-115

Commentary:

This policy contained some outdated language from the previous year. The revision also includes revisions due to staff changes at Guthrie Public Schools.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

**8. E-48 Use of Multiple Occupancy Restrooms and Changing Areas
.....Pages 116-117**

Commentary:

This existing policy has a required modification pursuant to SB 26, regarding restrictions on when a coach may enter a locker room with students present, and a suitable meeting room or area is not available.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

9. F-1A Student Residency.....Pages 118-126

Commentary:

This “Special Definitions and Procedures Applicable to Homeless Children and Youth” notice pursuant to the *McKinney-Vento Homeless Assistance Act* has been amended in accordance with HB 1029, codified at OKLA. STAT. tit. 70 O.S. § 1210.210. This new state law requires a district to complete an OSDE form identifying homeless students and to report data on these students to the OSDE no later than June 1st of each year. **Dr. Simpson will answer any questions.**

RECOMMENDED ACTION:

The Superintendent recommends approval.

10. F-5 Transfer Policy.....Pages 127-132

Commentary:

This change is recommended by our legal counsel based on current interpretation and application from the OSBE. **Dr. Simpson will answer any questions.**

RECOMMENDED ACTION:

The Superintendent recommends approval.

11. F-9 Immunizations Students.....Page 133

Commentary:

This existing policy has been updated to reflect current law and regulations regarding immunization records and exemption forms.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

12. F-13 Administration of Medicine to Students.....Pages 134-147

Commentary:

This existing policy has modifications pursuant to SB 710 and SB 147, codified at OKLA. STAT. tit. 70 O.S. § 1210.242 and § 1210.196.3. The required modification concerns district personnel administering an emergency opioid antagonist in the event of a student or other individual exhibiting signs of an overdose.

An additional modification addresses Guthrie Public School’s ability to stock Glucagon to administer in the event of a student hypoglycemic emergency.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

13. F-14 Student Mental Health Crisis Protocol.....Pages 148-149

Commentary:

This policy is being revised due to ambiguity in the original legislation’s language regarding the timeline for administration of the Oklahoma Prevention Needs Assessment Survey and the extent to which the Oklahoma Prevention Needs Assessment Survey extends to technology centers. The revision also brings the policy in compliance with the provisions of HB 1441 which sets forth various amendments to professional development requirements for teachers and administrators and trainings for school staff.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

14. F-18 Child Abuse, Neglect, Exploitation and Trafficking.....Pages 150-158

Commentary:

This revision brings the policy in compliance with the provisions of HB 1441 which sets forth various amendments to professional development requirements for teachers and administrators and trainings for school staff.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

15. F-31 Policy Prohibiting Harassment, Intimidation and Bullying and Procedures for Combating These Behaviors.....Pages 159-166

Commentary:

This revision brings the policy in compliance with the provisions of HB 1441 which sets forth various amendments to professional development requirements for teachers and administrators and trainings for school staff.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

16. F-38 Search of Students (Regulation).....Pages 167-168

Commentary:

This policy modification is in response to HB 1634, codified at OKLA. STAT. tit. 70 O.S. § 24-102, which concern what clothing items a student may be asked to remove during a warrantless search. The new law also specifies actions to be taken in disposing of certain items obtained during the student search.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

17. F-39 Inspection of Student Lockers.....Page 169

Commentary:

This policy modification is in response to HB 1634, codified at OKLA. STAT. tit. 70 O.S. § 24-102, which concern what clothing items a student may be asked to remove during a warrantless search. The new law also specifies actions to be taken in disposing of certain items obtained during the student search.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

18. F-50 Suicide Awareness Training and Prevention.....Pages 170-171

Commentary:

This revision brings the policy in compliance with the provisions of HB 1441 which sets forth various amendments to professional development requirements for teachers and administrators and trainings for school staff.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

9. Business Agenda:

A. Recommendation, consideration and action to calculate the 2023-2024 school year by instructional hours.....Pages 172-180

Commentary:

We have done this for the last 12 years. This gives us the freedom to adjust the school calendar based on the number of inclement weather days needed to meet the required 1080 hours. **John Hancock will answer any questions.**

RECOMMENDED ACTION:

The Superintendent recommends approval.

B. Recommendation, consideration and action upon authorizing Ms. Jana Wanzer as Authorized representative for the Child Nutrition Program.....Page 181

Commentary:

This is a yearly required authorization. **Dr. Chapple will answer any questions.**

RECOMMENDED ACTION:

The Superintendent recommends approval.

C. Recommendation, consideration and action upon agreement with the City of Guthrie for School Resource Officers provided by Guthrie Police Department for 2023-2024.....Pages 182-187

Commentary:

The City of Guthrie will assign, at no cost, two City Police Officers to the District as School Resource Officers in accordance with the program outlined in the agreement in your packet. The City will provide the District a cash stipend in the amount of the difference between the District's payroll and benefit expense for the District SRO.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

D. Recommendation, consideration and action upon agreement with Waterford Reading AcademyPages 1878-189

Commentary:

Waterford Reading Academy is a software program for students enrolled in grades Pre- K through 2nd grade. The program includes single student licenses for reading, math and science, and individual teacher licenses. The cost for the 2023-2024 Waterford Reading Academy is \$177,920.00 which is not an increase from the previous year and will be paid for from ESSER III American Rescue Plan funds. The program meets the ESSER III (ARP) required 20% set aside of these funds specifically for learning loss.

Carmen Walters will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

E. Recommendation, consideration and action upon agreement with Evans Sports, LLC for Broadcasting and Streaming rights for 2023-2024 Pages 190-191

Commentary:

Approval of this agreement will assure Evans Sports, LLC, dba Guthrie News Page has access to broadcast all football, basketball and wrestling contests as well as mutually agreed upon additional extracurricular events at regular season venues including away contests. **Dr. Simpson will answer any questions.**

RECOMMENDED ACTION:

The Superintendent recommends approval

F. Recommendation, consideration and action upon Agreement with University of Oklahoma National Center for Disability Education and Training...Pages 192-201

Commentary:

This agreement would allow Pre-Employment Transition Services (Pre-ETS) training to be conducted with students with disabilities. The Pre-ETS categories include: Job Exploration Counseling, Work-Based Learning, Counseling on Postsecondary Opportunities, Workplace Readiness Training, and Self-advocacy. This training would be conducted by approved Pre-ETS during the school day at no charge to the district.

Angie Young will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval

G. Recommendation, consideration and action upon Agreement with Oklahoma Therapy Consultants, Inc. to provide Occupational Therapy during 2023-2024 school year.....Pages 202-203

Commentary:

Oklahoma Therapy Consultants have agreed to provide Occupational Therapy services for the 2023-2024 school year. Contract services will include: supervision of district COTAs, evaluations, report writing, eligibility and IEP meetings and therapy as needed. Oklahoma Therapy Consultants have agreed to provide this service for \$80 per hour (OTR) or \$65 per hour (COTA), including drive time, and a daily trip charge of \$35.00. The approximate cost of this service will be \$64,000.00 for the school year.

Angie Young will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

H. Recommendation, consideration and action upon approval of Agreement with Tiffany Keitz to provide Speech Therapy Services for the 2023-2024 school yearPages 204-206

Commentary:

This agreement with Tiffany Keitz is to provide Speech Therapy services during the 2023-2024 school year. Ms. Keitz has agreed to provide this service for \$75 per hour. The approximate cost of this service will be \$94,500.00

Angie Young will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval

I. Recommendation, consideration and action upon approval of contract with Crossland Construction for construction management services.....Pages 207-296

Commentary:

The Board authorized the Superintendent to negotiate a contract with Crossland Construction at the Special Board Meeting on June 26. The contract has been finalized by attorneys for both Crossland Construction and Guthrie Public Schools and is now present for final consideration by the Board of Education.

Dr. Simpson will answer any questions.

RECOMMENDED ACTION:

The Superintendent recommends approval.

10. **Proposed executive session for the purpose of discussing employment of personnel, FMLA requests, resignation/separation from employment and transfer of position requests all as set out on the Personnel Reports, extra-duty assignments as listed for 2023-2024 and teacher negotiations for 2023-2024, Support Personnel Handbook for 2023-2024, and Administrator’s Handbook and Salary Schedule for 2023-2024, discussing purchase or appraisal of real property disclosure of which information would violate the confidentiality requirements of state and/or federal law all pursuant to 25 OKLA. STAT. Section 307 (B) 1, 2, 3 and 7**
 - A. **Vote to go into executive session**
 - B. **Acknowledge Board’s return to open session**
 - C. **Statement of minutes of executive session**
11. **Vote on action as set out on the Personnel Reports.....Pages 297-299**
12. **Action upon recommendation of extra-duty assignments as listed for 2023-2024
.....Pages 300-304**
13. **Recommendation, consideration and action upon approval Justin Galloway to be classified as an Adjunct Teacher for 8th grade U.S. History at Guthrie Junior High School.
.....Page 305**
14. **Discussion and motion to rescind employment of Franklin Ward**
15. **Recommendation, consideration and action upon Negotiated Agreement between the Guthrie Association of Classroom Teachers and the Guthrie Board of Education for 2023-2024**
16. **Recommendation, consideration and action upon Support Personnel Handbook for 2023-2024.....Pages 306-342**

Commentary:

This revision was in response to the passage of SB 1121 regarding a new provision for six (6) weeks of paid maternity leave for district personnel following the birth of a child. A similar revision is reflected in the Negotiated Agreement for Certified Staff. A revision was also made to reflect the change in district practice of now releasing all payroll at the same time monthly for summer payroll. **Dr. Simpson will answer any questions.**

RECOMMENDED ACTION:

The Superintendent recommends approval.

17. **Recommendation, consideration and action upon Administrator’s Handbook and Salary Schedule, not including the Superintendent, for 2023-2024**
18. **Recommendation, consideration and action to approve contract for the purchase of real property.**
19. **Recommendation, consideration and action to accept any resignations offered since the posting of the agenda**

- 20. Discussion and possible action on new business not known about or could not have been reasonably foreseen at the time of the agenda posting
- 21. Adjourn

**Dr. Mike Simpson
Superintendent**

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Posted by: _____

Date: _____ **Time:** _____

Place: _____

**GUTHRIE PUBLIC SCHOOLS
BOARD MINUTES
REGULAR MEETING
JULY 10, 2023**

MINUTES OF THE GUTHRIE PUBLIC SCHOOL BOARD OF EDUCATION REGULAR MEETING HELD AT 6:30 P.M. IN THE ADMINISTRATION BUILDING, 802 EAST VILAS, GUTHRIE, OKLAHOMA ON JULY 10, 2023.

Board Members Present: S. Janna Pierson, Gail Davis, Tina Smedley, Matt Girard, Chris Schroder, Travis Sallee and Ron Plagg

District Level School Officials Present: Dr. Mike Simpson, Superintendent
Doug Ogle, Assistant Superintendent
Carmen Walters, Executive Director of
Federal Programs
Dr. Michelle Chapple, CFO
Angie Young, Director of Special Services
Dee Benson, Director of Technology
Kary Jarred, Deputy Minutes Clerk

- 1. The meeting was called to order by President Plagg at 6:30 p.m.**
- 2. Members Gail Davis, S. Janna Pierson, Matt Girard, Travis Sallee, Tina Smedley, Chris Schroder and Ron Plagg were present for roll call.**
- 3. A quorum was established.**
- 4. President Plagg asked everyone to stand and join him in the Pledge of Allegiance.**
- 5. President Plagg asked everyone to join him in a Moment of Silence.**
- 6A. President Plagg asked the Superintendent if there were any citizens registered to speak to the Board.**

Superintendent Simpson stated there were no citizens registered to speak to the board.

- 6B. President Plagg called for any comments to the Board by Board members.**

There were no comments to the Board from Board Members.

- 7. President Plagg called for Superintendent's Reports.**

Superintendent Simpson reported on the following:

Summer Project Update- The restroom renovation project at the High School is now with the final two sets of student restrooms. We have punchlist items remaining on the other restrooms and the Junior High with our contractor. Oklahoma Natural Gas will begin the Cotteral gas line relocation next week and should be complete well before the start of school with a goal of August 1st.

Online student enrollment began today. The information is on the website. It was very user friendly as it only took Dr. Simpson about 15 minutes for both of his children.

Summer meals have concluded. We served 775 for breakfast and 3,864 for lunch.

A reminder to board members that the OSSBA/CCOSA Conference is not far away. August 24-27. Please visit with Samantha Stewart for registrations.

- 8. President Plagg called for action on the Consent Agenda.**

A motion was made by Davis and seconded by Smedley to approve the Consent Agenda.

The motion carried with 7 ayes and 0 nays.

- 9. President Plagg called for minutes of special meeting held on June 26, 2023.**

A motion was made by Smedley and seconded by Sallee to approve the minutes of special meeting held on June 26, 2023.

The motion carried with 6 ayes and 1 abstention by Schroder.

- 10A. President Plagg called for recommendation, consideration and action to approve Ms. Carmen Walters as the authorized official for GPS to sign any federal claims for reimbursement from the State Department of Education.**

A motion was made by Schroder and seconded by Girard to approve Ms. Carmen Walters as the authorized official for GPS to sign any federal claims for reimbursement from the State Department of Education.

The motion carried with 7 ayes and 0 nays.

- 10B. President Plagg called for recommendation, consideration and action to approve Ms. Angie Young as the authorized official for GPS to sign any special education**

reimbursement claims from the State Department of Education for projects 613, 615, 621, 623, 625, 628, 641, 642 and 643.

A motion was made by Schroder and seconded by Smedley to approve Ms. Angie Young as the authorized official for GPS to sign any special education reimbursement claims from the State Department of Education for projects 613, 615, 621, 623, 625, 628, 641, 642 and 643.

The motion carried with 7 ayes and 0 nays.

- 10C. President Plagg called for recommendation, consideration and action upon agreement with the Board of County Commissioners of Logan County for School Resource Officer provided by Logan County Sherriff's Office for 2023-2024.**

A motion was made by Pierson and seconded by Girard to approve agreement with the Board of County Commissioners of Logan County for School Resource Officer provided by Logan County Sherriff's Office for 2023-2024.

The motion carried with 7 ayes and 0 nays.

- 10D. President Plagg called for recommendation, consideration and action upon Memorandum of Understanding between Meridian Technology Center and Guthrie Public Schools for supplemental funding for Guthrie Middle School Gateway to Technology Programs for 8th grade students for 2023-2024.**

A motion was made by Sallee and seconded by Pierson to approve Memorandum of Understanding between Meridian Technology Center and Guthrie Public Schools for supplemental funding for Guthrie Middle School Gateway to Technology Programs for 8th grade students for 2023-2024.

The motion carried with 7 ayes and 0 nays.

- 10E. President Plagg called for recommendation, consideration and action upon loan agreement with Child Nutrition Fund for 2023-2024.**

A motion was made by Girard and seconded by Smedley to approve loan agreement with Child Nutrition Fund for 2023-2024.

The motion carried with 7 ayes and 0 nays.

- 10F. President Plagg called for recommendation, consideration and action upon agreement with Imperial Vending for snack vending for 2023-2024.**

A motion was made by Smedley and seconded by Davis to approve the agreement with Imperial Vending for snack vending for 2023-2024.

The motion carried with 7 ayes and 0 nays.

- 10G. President Plagg called for recommendation consideration and action upon agreement with IXL Learning for the 2023-2024 school year.**

A motion was made by Girard and seconded by Smedley to approve agreement with IXL Learning for the 2023-2024 school year.

The motion carried with 7 ayes and 0 nays.

- 10H. President Plagg called for recommendation, consideration and action upon agreement with EduSkills for 2023-2024 school year.**

A motion was made by Pierson and seconded by Schroder to approve the agreement with EduSkills for 2023-2024 school year.

The motion carried with 7 ayes and 0 nays.

- 10I. President Plagg called for recommendation, consideration and action to approve Prime Contract Change Order #005 for Lambert Construction Co.**

A motion was made by Davis and seconded by Schroder to approve the Prime Contract Change Order #005 for Lambert Construction Co.

The motion carried with 7 ayes and 0 nays.

- 10J. President Plagg called for recommendation, consideration, and action upon approve of contract with Crossland Construction for construction management services.**

Superintendent Simpson asked the Board to take no action on this agenda item because the contract is still being finalized with the attorneys.

- 10K. President Plagg called for recommendation, consideration and action upon Activity Fund Handbook for 2023-2024**

Superintendent Simpson asked the Board to approve the handbook with two changes one replacing Mr. Ogle's name with Mr. Hancock. The second change is to replace Anita Paul and contact information with Dr. Chapple and her contact information.

A motion was made by Schroder and seconded by Davis to approve Activity Fund Handbook for 2023-2024 with needed changes.

The motion carried with 7 ayes and 0 nays.

- 10L. President Plagg called for recommendation, consideration and action upon Guthrie Upper Elementary Student Handbook for 2023-2024.**

A motion was made by Smedley and seconded by Pierson to approve the Guthrie Upper Elementary Student Handbook for 2023-2024.

The motion carried with 7 ayes and 0 nays.

- 10M. President Plagg called for recommendation, consideration and action upon Jr. High School Student Handbook for 2023-2024.**

Superintendent Simpson asked the Board to approve the Jr. High School Student Handbook with the change under Asbestos Management replace Jerry Gammil's name with Cody Thompson.

A motion was made by Smedley and seconded by Davis to approve the Jr. High School Student Handbook with the change under Asbestos Management replace Jerry Gammil's name with Cody Thompson.

The motion carried 7 ayes and 0 nays.

- 10N. President Plagg called for recommendation, consideration and action upon Faver Alternative School Student Handbook for 2023-2024.**

A motion was made by Pierson and seconded by Davis to approve the Faver Alternative School Student Handbook for 2023-2024.

The motion carried with 7 ayes and 0 nays.

- 10O. President Plagg called for recommendation, consideration and action upon Guthrie High School Student Handbook for 2023-2024.**

A motion was made by Schroder and seconded by Girard to approve the Guthrie High School Student Handbook for 2023-2024.

The motion carried with 7 ayes and 0 nays.

- 10P. President Plagg called for recommendation, consideration and action upon Guthrie High School Course Description Handbook for 2023-2024.**

A motion was made by Smedley and seconded by Pierson to approve the Guthrie High School Course Description Handbook for 2023-2024.

The motion carried with 7 ayes and 0 nays.

- 10Q. President Plagg called for recommendation, consideration and action upon School Bus Rider's Handbook for 2023-2024.**

Superintendent Simpson asked the Board approve the School Bus Rider's Handbook with a correction in spelling of "approach."

A motion was made by Girard and seconded by Sallee to approve the School Bus Rider's Handbook with a correction in spelling of "approach."

The motion carried with 7 ayes and 0 nays.

- 10R. President Plagg called for recommendation, consideration and action upon Transportation Department Employee Policy and Procedure Handbook for 2023-2024.**

A motion was made by Pierson and seconded by Smedley to approve the Transportation Department Employee Policy and Procedure Handbook for 2023-2024.

The motion carried with 7 ayes and 0 nays.

- 11. President Plagg called for proposed executive session for the purpose of discussing employment of personnel, FMLA requests, resignation/separation from employment and transfer of position requests all as set out on the Personnel Reports and teacher negotiations for 2023-2024, disclosure of which information would violate the confidentiality requirements of state and/or federal law all pursuant to 25 OKLA. STAT. Section 307 (B) 1, 2, and 7**

- 11A. A motion was made by Schroder and seconded by Smedley to go into executive session.**

The motion carried with 7 ayes and 0 nays. Executive session began at 6:58 p.m.

- 11B. President Plagg acknowledged the Board's return to open session at 7:21 p.m.**

- 11C. President Plagg stated that in executive session only those items listed in Agenda Item 11 were discussed and no votes were taken.**

- 12. President Plagg called for vote on action as set out on the Personnel Reports.**

A motion was made by Smedley and seconded by Schroder to approve the Personnel Reports.

The motion carried with 7 ayes and 0 nays.

- 13. President Plagg called for action upon recommendation, consideration and action upon Support Personnel Handbook for 2023-2024.**

Superintendent Simpson asked the Board to approve the Support Personnel Handbook with one additional change of the date on the bottom of the Support Salary Schedule from 2022-2023 to 2023-2024.

A motion was made by Schroder and seconded by Davis to approve the Support Personnel Handbook with additional change of date of Salary Schedule from 2022-2023 to 2023-2024.

The motion carried with 7 ayes and 0 nays.

- 14. President Plagg called for recommendation, consideration and action to accept any resignation offered since the posting of the agenda.**

Superintendent Simpson stated there was no resignations since the posting of the agenda.

- 15. President Plagg called for discussion and possible action on new business not known about or could not have been reasonably foreseen at the time of the agenda posting.**

Superintendent Simpson stated there was no new business.

- 16. President Plagg called for the meeting to be adjourned.**

A motion was made by Schroder and seconded by Sallee to adjourn the meeting.

The motion carried with 7 ayes and 0 nays.

The meeting adjourned at 7:24 p.m.

Samantha Stewart, Minutes Clerk

Ron Plagg, President

WARRANTS PAID

GENERAL FUND:

2022-2023 \$ 112,759.51
2023-2024 \$ 906,477.60

GIFTS & ENDOWMENTS FUND:

2022-2023 \$ 5,241.40
2023-2024 \$

BUILDING FUND:

2022-2023 \$76,456.29
2023-2024 \$40,904.51

INS. LOSS RECOVERY FUND:

2022-2023 \$
2023-2024 \$

CHILD NUTRITION FUND:

2022-2023 \$ 21,475.07
2023-2024 \$ 2,655.77

BOND FUND:

2022-2023 \$
2023-2024 \$8,973.40

TOTAL MONIES IN F&M BANK \$ 20,548,110.25

PLEDGED – FDIC \$ 250,000.00

PLEDGED – F&M BANK \$ 26,439,000.00

**GUTHRIE PUBLIC SCHOOLS
ACTIVITY FUND FUNDRAISER REQUESTS
AS OF AUGUST 1, 2023**



CLUB	EVENT
1. HIGH SCHOOL, CHEER #853	DONATIONS FROM COMMUNITY
2. HIGH SCHOOL, CHEER #853	WORLD'S FINEST CHOCOLATE CANDY BAR SALE
3. HIGH SCHOOL, CHEER #853	LITTLE CHEER CLINIC
4. HIGH SCHOOL, HERITAGE CLUB #883	DONATIONS FROM COMMUNITY
5. HIGH SCHOOL, HERITAGE CLUB #883	BAKE SALE
6. HIGH SCHOOL, FCCLA #878	CLASS/MEMBERSHIP DUES
7. TRANSPORTATION, ACTIVITY #934	VENDING
8. JUNIOR HIGH, FCCLA #821	MEMBERSHIP DUES
9. HIGH SCHOOL, TENNIS #855	FAN PLEDGE
10. HIGH SCHOOL, TENNIS #855	TURKEY TROT TENNIS TOURNAMENT
11. HIGH SCHOOL, TENNIS #855	UGLY SWEATER TENNIS TOURNAMENT
12. HIGH SCHOOL, TENNIS #855	POLAR BEAR PLUNGE TENNIS TOURNAMENT
13. HIGH SCHOOL, JROTC #895	"FIRST IN STATE FUN RUN"
14. HIGH SCHOOL, JROTC #895	HOLIDAY GREENERY SALES
15. GUES, PTO #815	COIN WARS
16. GUES, PTO #815	SPRING SCHOOL DANCE
17. GUES, ACTIVITY #812	BIG KAHUNA FALL FUNDRAISER
18. GUES, ACTIVITY #812	KONA ICE
19. GUES, ACTIVITY #812	T-SHIRT SALES
20. GUES, ACTIVITY #812	SNACK SHACK
21. GUES, ACTIVITY #812	JOSTEN YEARBOOKS
22. GUES, ACTIVITY #812	NOVELTY STORE



1.

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 7/25/2023 Site: 705 Unobligated Account Balance: \$3625.61

Account Name & Number: HS CHEER #853

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) DONATIONS FROM THE COMMUNITY

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : https://foodplanner.healthlargeneration.org/calculator/

Does the fundraiser have food items? Yes No

* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
This fundraiser will not operate for more than fourteen(14) days in total.
The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) N/A

Manufacturer: N/A

Purpose for which funds will be used: EQUIPMENT AND SUPPLIES

Name/Address of Vendor: N/A

Items to be purchased in order to conduct the fundraiser: N/A

Table with 2 columns: Description (a. Estimated INCOME, b. Less Estimated EXPENSES, c. Estimated PROFIT) and Amount (500.00, 0.00, 500.00). Includes a NOTES column.

First day Fundraiser : 9/1/23 Last Day of Fundraiser: 12/1/23

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? N/A

Are school district facilities required? NO If yes, a facility use permit form must be completed.

Sponsor Signature: Pam Johnson Fields Date: 7/25/23

Principal's Signature: Date:

Athletic Director's Signature (if applicable): D. D. Chappelle Date: 7-25/23

Child Nutrition Director's Signature (if applicable): Date:

Handwritten signature: m. Chappelle



2.

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 7/25/2023 Site: 705 Unobligated Account Balance: \$3025.61

Account Name & Number: HS CHEER #853

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) WORLDS..FINEST..CHOCOLATE

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards: https://foodplanner.healthlrgeneration.org/calculator/

Does the fundraiser have food items? Yes No

- * If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:
- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
- This fundraiser will not operate for more than fourteen(14) days in total.
- The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) CANDY BARS

Manufacturer: WORLDS FINEST CHOCOLATE

Purpose for which funds will be used: EQUIPMENT AND SUPPLIES

Name/Address of Vendor: WORLDS FINEST CHOCOLATE 1-888-821-8452

Items to be purchased in order to conduct the fundraiser: CANDY BARS

Table with 2 columns: Description and Amount. Rows: a. Estimated INCOME: 3000.00, b. Less Estimated EXPENSES: 1500.00, c. Estimated PROFIT: 1500.00. Includes a NOTES column.

First day Fundraiser : 11/1/23 Last Day of Fundraiser: 11/17/23

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? ALL ITEMS ARE PRESALE

Are school district facilities required? N/A If yes, a facility use permit form must be completed.

Sponsor Signature: Pam Johnson Fields Date: 7/25/23

Principal's Signature: Date:

Athletic Director's Signature (if applicable): D.D. Chappelle Date: 7/25/23

Child Nutrition Director's Signature (if applicable): Date:

mchappelle



3.

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 7/25/2023 Site: 705 Unobligated Account Balance: \$3,625.61

Account Name & Number: HS CHEER #853

Select One: Soliciting in School Only [X] Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) LITTLE CHEERLEADER CLINIC S30 FEE INCLUDES T SHIRT

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards: https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes [] No [X]

* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
This fundraiser will not operate for more than fourteen(14) days in total.
The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) N/A

Manufacturer: N/A

Purpose for which funds will be used: EQUIPMENT AND SUPPLIES

Name/Address of Vendor: TRAVIS RATCLIFF- RATCLIFF INK 4010 N YOUNGS BLVD OKC OK 73112

Items to be purchased in order to conduct the fundraiser: T-SHIRTS

a. Estimated INCOME: 3000.00 NOTES:
b. Less Estimated EXPENSES: 1500.00
c. Estimated PROFIT: 1500.00

First day Fundraiser: 10/1/23 Last Day of Fundraiser: 10/31/23

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? ALL ITEMS ARE PRESALE

Are school district facilities required? YES If yes, a facility use permit form must be completed.

Sponsor Signature: Pam Johnson Fields Date: 7/25/23

Principal's Signature: Date:

Athletic Director's Signature (if applicable): D.D. Chapple Date: 7/25/23

Child Nutrition Director's Signature (if applicable): Date:

mChapple



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GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 7/25/2023 Site: 705 Unobligated Account Balance: \$ 171.76

Account Name & Number: HERITAGE CLUB #883

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) DONATIONS FROM THE COMMUNITY

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards: https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes No

- * If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:
- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
- This fundraiser will not operate for more than fourteen(14) days in total.
- The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) N/A

Manufacturer: N/A

Purpose for which funds will be used: FIELDS TRIPS AND SUPPLIES

Name/Address of Vendor: N/A

Items to be purchased in order to conduct the fundraiser: N/A

Table with 2 columns: Item, Amount, and Notes. Row 1: a. Estimated INCOME: 500.00, NOTES: Row 2: b. Less Estimated EXPENSES: 0.00, Row 3: c. Estimated PROFIT: 500.00

First day Fundraiser: 9/1/23 Last Day of Fundraiser: 12/1/23

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? N/A

Are school district facilities required? NO If yes, a facility use permit form must be completed.

Sponsor Signature: Sam Johnson Fields Date: 7/25/23

Principal's Signature: [Signature] Date: 7/25/2023

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): Date:

[Handwritten signature]



5.

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 7/25/2023 Site: 705 Unobligated Account Balance: \$171.76

Account Name & Number: HERITAGE CLUB #883

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) BAKE SALE

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards: https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes No

* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
This fundraiser will not operate for more than fourteen(14) days in total.
The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) COOKIES, CAKE, PIE

Manufacturer: N/A

Purpose for which funds will be used: FIELD TRIPS

Name/Address of Vendor: N/A

Items to be purchased in order to conduct the fundraiser: ALL ITEMS WILL BE DONATED

Table with 2 columns: Item, Amount, and Notes. Row 1: a. Estimated INCOME: 500.00, NOTES: Row 2: b. Less Estimated EXPENSES: 0.00, Row 3: c. Estimated PROFIT: 500.00

First day Fundraiser: 10/1/23 Last Day of Fundraiser: 10/31/23

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? N/A

Are school district facilities required? N/A If yes, a facility use permit form must be completed.

Sponsor Signature: Sam Johnson Fields Date: 7/25/23

Principal's Signature: Date: 7/25/2023

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): Date:

Handwritten signature: mlthapok



le

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: July 10, 2023 Site: GHS Unobligated Account Balance: 6482.47 1,197.06

Account Name & Number: 878 HS FCCLA

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) Class/Membership Dues

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards: https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes No

* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
This fundraiser will not operate for more than fourteen(14) days in total.
The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) n/a

Manufacturer: n/a

Purpose for which funds will be used: Funds will be applied towards FCCLA membership dues, competitive events, and club activities.

Name/Address of Vendor:

Items to be purchased in order to conduct the fundraiser: N/A

a. Estimated INCOME: 2500 NOTES:
b. Less Estimated EXPENSES: 0
c. Estimated PROFIT: 2500

First day Fundraiser: 8/21/23 Last Day of Fundraiser: 5/30/24

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? n/a

Are school district facilities required? no If yes, a facility use permit form must be completed.

Sponsor Signature: Date: 7/27/23

Principal's Signature: Date: 7/27/2023

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): Date:

Handwritten signature: mRChapde



7.

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 7/19/23 Site: Transportation Unobligated Account Balance: 2444.39 \$2001.40

Account Name & Number: Transportation Activity 934

Select One: [X] Soliciting in School Only [] Soliciting in school & community [] Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) VENDING OF PACKAGED FOOD AND DRINKS

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards: https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes [X] No []

* If "Yes" and you wish to be exemption the "Smart Snacks In School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
This fundraiser will not operate for more than fourteen(14) days in total.
The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) CANDY, COOKIES, PASTERIES, DRINKS, ICE CREAM, POPCORN, JERKY

Manufacturer: VARIOUS

Purpose for which funds will be used: TO REPLENISH VENDING GOODS, FLOWERS FOR BEREAVED AND ILL DRIVERS, MEALS FOR INSERVICE AND END OF THE YEAR.

Name/Address of Vendor: WALMART, SAMS

Items to be purchased in order to conduct the fundraiser: VENDING GOODS

a. Estimated INCOME: 5000.00 NOTES:
b. Less Estimated EXPENSES: 3000.00
c. Estimated PROFIT: 2000.00

First day Fundraiser: 7/20/23 Last Day of Fundraiser: 6/30/23

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? RETAINED FOR NEXT YEAR SALE

Are school district facilities required? If yes, a facility use permit form must be completed.

Sponsor Signature: Susan Birdwell Date: 7-20-23

Principal's Signature: Date: 7-25-2023

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): Date:

m. Chappale



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GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 8/7/2023 Site: JH Unobligated Account Balance: \$1,511.70

Account Name & Number: 821, FCCLA JH

Select One: [X] Soliciting in School Only [] Soliciting in school & community [] Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) Membership Dues

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards: https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes [] No [X]

* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
This fundraiser will not operate for more than fourteen(14) days in total.
The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies)

Manufacturer: N/A

Purpose for which funds will be used: Used for paying their dues and helping with fall leaderships trips - \$20 per student

Name/Address of Vendor: Guthrie JH FCCLA

Items to be purchased in order to conduct the fundraiser: None

a. Estimated INCOME: 400
b. Less Estimated EXPENSES: 280
c. Estimated PROFIT: 120
NOTES: Students are paying state and national dues for FCCLA along with chapter dues.

First day Fundraiser: Sept. 13, 2023 Last Day of Fundraiser: Feb. 29, 2023

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? N/A

Are school district facilities required? No If yes, a facility use permit form must be completed.

Sponsor Signature: [Signature] Date: 8-7-23

Principal's Signature: [Signature] Date: 8-7-23

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): Date:

[Signature]



9.

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 8/1/2023 Site: HS Unobligated Account Balance: \$20,900.00 25,277.93

Account Name & Number: Tennis #855

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) Fan Pledge

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes No

* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
This fundraiser will not operate for more than fourteen(14) days in total.
The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) NA

Manufacturer: FanPledge

Purpose for which funds will be used: resurfacing tennis courts

Name/Address of Vendor: NA

Items to be purchased in order to conduct the fundraiser: NA

Table with 2 columns: Description (a, b, c) and Amount. a. Estimated INCOME: \$5000.00; b. Less Estimated EXPENSES: 0; c. Estimated PROFIT: \$5000.00. Includes a NOTES column.

First day Fundraiser : September 5, 2023 Last Day of Fundraiser: September 22, 2023

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? NA

Are school district facilities required? Yes If yes, a facility use permit form must be completed.

Sponsor Signature: Mary Nully Date: 8-1-2023

Principal's Signature: [Signature] Date: 8/4/2023

Athletic Director's Signature (if applicable): [Signature] Date: Aug 1, 2023

Child Nutrition Director's Signature (if applicable): Date:

Form: AF Fundraiser Request 3/5/2021 (Revised)

[Handwritten signature]





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GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 8/1/2023 Site: HS Unobligated Account Balance: \$20,000.00 25,777.93

Account Name & Number: Tennis #855

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) Turkey Trot Tennis Tournament

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards: https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes No
* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:
This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
This fundraiser will not operate for more than fourteen(14) days in total.
The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) NA

Manufacturer: NA

Purpose for which funds will be used: Resurfacing Tennis Courts

Name/Address of Vendor: NA

Items to be purchased in order to conduct the fundraiser: NA

Table with 2 columns: Description and Amount. Rows: a. Estimated INCOME: \$500.00, b. Less Estimated EXPENSES: 0, c. Estimated PROFIT: \$500.00. Includes a NOTES column.

First day Fundraiser: November 19, 2023 Last Day of Fundraiser: November 19, 2023

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? NA

Are school district facilities required? Yes If yes, a facility use permit form must be completed.

Sponsor Signature: Mary Kuder Date: 8-1-23

Principal's Signature: [Signature] Date: 8/4/2023

Athletic Director's Signature (if applicable): [Signature] Date: 7-1-23

Child Nutrition Director's Signature (if applicable): Date:

Form: AF Fundraiser Request 3/5/2021 (Revised)

[Handwritten signature]



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GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 8/1/2023 Site: HS Unobligated Account Balance: \$20,000.00 25,277.93

Account Name & Number: Tennis #855

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) Ugly Sweater Tennis Tournament

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes No

- * If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:
- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
- This fundraiser will not operate for more than fourteen(14) days in total.
- The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) NA

Manufacturer: NA

Purpose for which funds will be used: resurfacing tennis courts

Name/Address of Vendor: NA

Items to be purchased in order to conduct the fundraiser: NA

Table with 2 columns: Description (a. Estimated INCOME: \$500.00, b. Less Estimated EXPENSES: 0, c. Estimated PROFIT: \$500.00) and NOTES.

First day Fundraiser : December 10, 2023 Last Day of Fundraiser: December 10, 2023

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? NA

Are school district facilities required? Yes If yes, a facility use permit form must be completed.

Sponsor Signature: Mary Nuda Date: 8-1-23

Principal's Signature: [Signature] Date: 8/4/2023

Athletic Director's Signature (if applicable): [Signature] Date: 7-1-23

Child Nutrition Director's Signature (if applicable): Date:

Form: AF Fundraiser Request 3/5/2021 (Revised)

[Handwritten signature]



12.

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 8/1/2023 Site: HS Unobligated Account Balance: \$20,000.00 25,271.93

Account Name & Number: Tennis #855

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) Polar Bear Plunge Tennis Tournament

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : <https://foodplanner.healthiergeneration.org/calculator/>

Does the fundraiser have food items? Yes No
* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:
• This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
• This fundraiser will not operate for more than fourteen(14) days in total.
• The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) NA

Manufacturer: NA

Purpose for which funds will be used: resurfacing tennis courts

Name/Address of Vendor: NA

Items to be purchased in order to conduct the fundraiser: NA

a. Estimated INCOME: <u>\$500.00</u>	NOTES: _____
b. Less Estimated EXPENSES: <u>0</u>	_____
c. Estimated PROFIT: <u>\$500.00</u>	_____

First day Fundraiser : January 14, 2024 Last Day of Fundraiser: January 14, 2024

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? NA

Are school district facilities required? Yes If yes, a facility use permit form must be completed.

Sponsor Signature: Mary Kulla Date: 8-1-23

Principal's Signature: Dustin Robertson Date: 8/4/2023

Athletic Director's Signature (if applicable): Dan Chomely Date: 7-1-23

Child Nutrition Director's Signature (if applicable): _____ Date: _____

Form: AF Fundraiser Request 3/5/2021 (Revised)

[Handwritten Signature]



13.

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 1/18/3/2023 Site: GHS Unobligated Account Balance: \$3386.00 \$4142.37

Account Name & Number: JROTC #895

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) "First In State Fun Run" in conjunction with '89 Day Festivities. The run will occur on Saturday, April 20, 2024, prior to the parade. JROTC will seek local business sponsors and collect money from run registration.

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes No

- * If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:
- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
- This fundraiser will not operate for more than fourteen(14) days in total.
- The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies)

Manufacturer:

Purpose for which funds will be used: The student activity fund will support clothing and equipment for students in JROTC, competition registration for our competition teams and occasional parties for students in the JROTC program.

Name/Address of Vendor: Oklahoma Race Events is the timing vendor to support the run. 18344 Stagecoach Trail, Norman, OK 73072

Items to be purchased in order to conduct the fundraiser: Run timing services, t-shirts and finisher medals

Table with 2 columns: Item, Amount. Row 1: a. Estimated INCOME: ~\$7000.00. Row 2: b. Less Estimated EXPENSES: ~\$1900.00. Row 3: c. Estimated PROFIT: ~\$5,100. Includes a NOTES column.

First day Fundraiser : 1 December 2023 Last Day of Fundraiser: 20 April 2024

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? Donated to needy cadets

Are school district facilities required? No If yes, a facility use permit form must be completed.

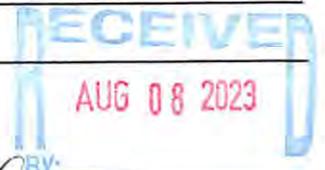
Sponsor Signature: [Signature] Date: 8/3/2023

Principal's Signature: [Signature] Date: 8/3/2023

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): Date:

Form: AF Fundraiser Request 3/5/2021 (Revised)



[Handwritten signature]



14.

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 8/3/2023 Site: GHS Unobligated Account Balance: \$3386.00 ^{\$4142.37}

Account Name & Number: JROTC #895

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) Holiday Greenery Sales. JROTC will sale a variety of holiday wreaths, garland, and other holiday swag items.

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes No

- * If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:
- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
- This fundraiser will not operate for more than fourteen(14) days in total.
- The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) None

Manufacturer:

Purpose for which funds will be used: The student activity fund will support clothing, equipment, and competition registration for our teams.

Name/Address of Vendor: Sherwood Forest Farms, 2896 29th Ave SW, Tumwater, WA 98512

Items to be purchased in order to conduct the fundraiser: No up front costs or purchases. All orders will be "point of sale" items. Vendor payment is the reimbursement cost per item sold.

Table with 2 columns: Item, Amount. Row 1: a. Estimated INCOME: -\$7000.00. Row 2: b. Less Estimated EXPENSES: ~1000.00. Row 3: c. Estimated PROFIT: ~\$6000.00. Column 2: NOTES:

First day Fundraiser : 14 September 2023 Last Day of Fundraiser: 6 November 2023

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? Donated to needy cadets / local charities

Are school district facilities required? No If yes, a facility use permit form must be completed.

Sponsor Signature: [Signature] Date: 8/3/2023

Principal's Signature: [Signature] Date: 8/5/2023

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): Date:

Form: AF Fundraiser Request 3/5/2021 (Revised)

[Handwritten signature]





15.

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

4,405.29
\$10,277.02

Request Date: 08/01/2023 Site: GUES - 125 Unobligated Account Balance: \$10,277.02

Account Name & Number: 815 - PTO

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) COIN WARS, MONEY BROUGHT BY STUDENTS WILL BE COLLECTED BY CLASSROOMS FOR A COMPETITION

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : <https://foodplanner.healthiergeneration.org/calculator/>

- Does the fundraiser have food items? Yes No
- * If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:
- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
 - This fundraiser will not operate for more than fourteen(14) days in total.
 - The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) N/A

Manufacturer: N/A

Purpose for which funds will be used: INSTRUCTIONAL ITEMS, TEACHER/CLASSROOM SUPPLIES, STUDENT INCENTIVES, MEALS FOR CONFERENCES, BUILDING AND GROUND NEEDS

Name/Address of Vendor: N/A

Items to be purchased in order to conduct the fundraiser: N/A

a. Estimated INCOME:	\$1,000.00	NOTES:	
b. Less Estimated EXPENSES:	\$0.00		
c. Estimated PROFIT:	\$1,000.00		

First day Fundraiser : 02/05/2024 Last Day of Fundraiser: 02/16/2024

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold?

Are school district facilities required? If yes, a facility use permit form must be completed.

Sponsor Signature: [Signature] Date: 8/1/23

Principal's Signature: [Signature] Date: 8/1/23

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): Date:

[Signature]



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GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

\$4,405.29

Request Date: 08/01/2023 Site: GUES - 125 Unobligated Account Balance: \$10,217.93

Account Name & Number: 815 - PTO

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) SPRING SCHOOL DANCE - AFTER SCHOOL WITH CONCESSIONS THIS WILL BE AFTER SCHOOL HOURS

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes No
* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:
• This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
• This fundraiser will not operate for more than fourteen(14) days in total.
• The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) SOFT DRINKS, WATER, CHIPS, CANDY BARS, NACHOS (TORITLLA CHIPS W/CHEESE SAUCE) OTHER ASSORTED CONCESSION ITEMS

Manufacturer: MISC (SAMS, WALMART, AMAZON)

Purpose for which funds will be used: INSTRUCTIONAL ITEMS, TEACHER/CLASSROOM SUPPLIES, STUDENT INCENTIVES, MEALS FOR CONFERENCES, BUILDING AND GROUND NEEDS

Name/Address of Vendor: MISC (WALMART, SAMS, AMAZON)

Items to be purchased in order to conduct the fundraiser: CONCESSION ITEMS INCLUDING PAPER PRODUCTS, UTENSILS, NOVELTY ITEMS, DECORATIONS

a. Estimated INCOME:	\$3,000.00	NOTES:	
b. Less Estimated EXPENSES:	\$1,500.00		
c. Estimated PROFIT:	\$1,500.00		

First day Fundraiser : 02/05/2024 Last Day of Fundraiser: 02/16/2024

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold?

Are school district facilities required? If yes, a facility use permit form must be completed.

Sponsor Signature: [Signature] Date: 8/1/23

Principal's Signature: [Signature] Date: 8/1/23

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): [Signature] Date: 8/8/23

Form: AF Fundraiser Request 3/5/2021 (Revised)

not smart snack

[Signature]



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GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 08/01/2023 Site: GUES - 125 Unobligated Account Balance: \$75,713.14

Account Name & Number: 812 - Activity

Select One: Soliciting in School Only Soliciting in school & community Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) Big Kahuna Fall Cookie/Chocolate Kits Fundraiser

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards ; https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes No

* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
This fundraiser will not operate for more than fourteen(14) days in total.
The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) Candy Bar, Cookies
SNACKS WILL ONLY BE SOLD OUTSIDE OF SCHOOL

Manufacturer: Big Kahuna

Purpose for which funds will be used: Computer software upgrades, classroom materials, field trips, student incentives, building and ground needs....

Name/Address of Vendor: All address correct in mass

Items to be purchased in order to conduct the fundraiser:

Table with 2 columns: Description and Amount. Rows include Estimated INCOME (\$10,000.00), Less Estimated EXPENSES (\$5,000.00), and Estimated PROFIT (\$5,000.00). Includes a NOTES column.

First day Fundraiser : 09/21/2023 Last Day of Fundraiser: 10/12/2023

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold?

Are school district facilities required? If yes, a facility use permit form must be completed.

Sponsor Signature: [Signature] Date: 8/1/23

Principal's Signature: [Signature] Date: 8/1/23

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): [Signature] Date: 8/8/23

Handwritten note: Smart snack

Handwritten signature and number 38



180

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 08/01/2023 Site: GUES - 125 Unobligated Account Balance: \$25,713.14

Account Name & Number: 812 - ACTIVITY

Select One: [X] Soliciting in School Only [] Soliciting in school & community [] Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) KONA ICE - SMART SNACK SNO - CONES WILL BE SOLD MONTHLY TO STUDENTS AND STAFF. GUES WILL RECEIVE 30% OF SALES

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards: https://foodplanner.healthiergeneration.org/calculator/

- Does the fundraiser have food items? Yes [X] No []
* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:
- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
- This fundraiser will not operate for more than fourteen(14) days in total.
- The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) SNO -CONES WITH VARIOUS FLAVORS

Manufacturer: KONA ICE

Purpose for which funds will be used: INSTRUCTIONAL ITEMS, TEACHER/CLASSROOM SUPPLIES, STUDENT INCENTIVES, BUILDING AND GROUND NEEDS, PROFESSIONAL DEVELOPMENT FOR STAFF

Name/Address of Vendor: KONA ICE (JOSEPH LINDSAY) , 12609 SW 24TH ST., YUKON, OK 73099

Items to be purchased in order to conduct the fundraiser: N/A

Table with 2 columns: Item description and NOTES. Row 1: a. Estimated INCOME: \$10,000.00. Row 2: b. Less Estimated EXPENSES: \$7,000.00. Row 3: c. Estimated PROFIT: \$3,000.00.

First day Fundraiser : 09/07/2023 Last Day of Fundraiser: 05/02/2024

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold?

Are school district facilities required? If yes, a facility use permit form must be completed.

Sponsor Signature: [Signature] Date: 8/1/23

Principal's Signature: [Signature] Date: 8/1/23

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): [Signature] Date: 8/1/23

Form: AF Fundraiser Request 3/5/2021 (Revised)

Handwritten note: Janelle Frigo not smart snack

Handwritten signature: [Signature]



19.

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 08/01/2023 Site: 125 - GUES Unobligated Account Balance: \$25,713.14

Account Name & Number: 812 - ACTIVITY

Select One: [X] Soliciting in School Only [] Soliciting in school & community [] Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) GUES T-SHIRT SALES

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards : https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes [] No [X]
* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:
• This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
• This fundraiser will not operate for more than fourteen(14) days in total.
• The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) N/A

Manufacturer: GANDY INK

Purpose for which funds will be used: PROGRAMS SUCH AS DISCOVERY ED, STUDY ISLAND, OTHER INSTRUCTIONAL ITEMS, CLASSROOM/OFFICE SUPPLIES, STUDENT INCENTIVES, BUILDING AND GROUND NEEDS

Name/Address of Vendor:

Items to be purchased in order to conduct the fundraiser: T-SHIRTS, LONG SLEEVE SHIRTS, HOODIES, SWEATSHIRTS

Table with 2 columns: Item, Amount. Row 1: a. Estimated INCOME: \$4,000.00. Row 2: b. Less Estimated EXPENSES: \$3,500.00. Row 3: c. Estimated PROFIT: \$500.00. Column 2: NOTES:

First day Fundraiser : 11/01/2023 Last Day of Fundraiser: 12/14/2023

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? SOLD NEXT YEAR

Are school district facilities required? If yes, a facility use permit form must be completed.

Sponsor Signature: [Signature] Date: 8/1/23

Principal's Signature: [Signature] Date: 8/1/23

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): Date:

[Signature] 40



20.

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 08/01/2023 Site: GUES - 125 Unobligated Account Balance: \$25,713.14

Account Name & Number: 812 - ACTIVITY

Select One: [X] Soliciting in School Only [] Soliciting in school & community [] Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) SNACK SHACK - STUDENTS PURCHASE SMART SNACKS, 100% ALL NATURAL CAPRI SUN AND WATER - SOLD ON FRIDAYS

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards: https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes [X] No []

* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:

- This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
This fundraiser will not operate for more than fourteen(14) days in total.
The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) BAKED CHIPS, WHOLE GRAIN COOKIES, RICE KRISPY TREATS, CAPRI SUN, WATER, POPCORN, MUFFINS, ETC.

Manufacturer: SISCO FOOD SERVICE, WALMART, GUTHRIE CONFECTIONARY AND AMAZON

Purpose for which funds will be used: STUDENT INCENTIVES, REWARDS, COMPUTER SOFTWARE, UPGRADES, OFFICE SUPPLIES/CLASSROOM SUP. CONTINUED ED FOR STAFF, BUILDING/GROUND NEEDS

Name/Address of Vendor: SISCO FOOD SERVICE, WALMART, GUTHRIE CONFECTIONARY AND AMAZON

Items to be purchased in order to conduct the fundraiser: BAKED CHIPS, WHOLE GRAIN COOKIES, RICE KRISPY TREATS, CAPRI SUN, WATER, POPCORN, MUFFINS, ETC.

Table with 2 columns: Description and Amount. Row 1: a. Estimated INCOME: \$6,000.00. Row 2: b. Less Estimated EXPENSES: \$3,000.00. Row 3: c. Estimated PROFIT: \$3,000.00. Column 2: NOTES:

First day Fundraiser : 08/16/2023 Last Day of Fundraiser: 05/24/2024

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold?

Are school district facilities required? If yes, a facility use permit form must be completed.

Sponsor Signature: [Signature] Date: 8/1/23

Principal's Signature: [Signature] Date: 8/1/23

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): [Signature] Date: 8/18/23

Form: AF Fundraiser Request 3/5/2021 (Revised)

Handwritten note: Jarotte Hayro not smart snack

Handwritten signature: M. Chapple



210

GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 08/01/2023 Site: GUES - 125 Unobligated Account Balance: \$29,713.14

Account Name & Number: 812 - ACTIVITY

Select One: [X] Soliciting in School Only [] Soliciting in school & community [] Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) JOSTEN YEARBOOKS - SALE OF SCHOOL YEARBOOKS

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards ; https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes [] No [X]
* If "Yes" and you wish to be exemption the "Smart Snacks in School" standards, then you must certify all below:
• This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
• This fundraiser will not operate for more than fourteen(14) days in total.
• The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies)

Manufacturer: JOSTENS

Purpose for which funds will be used: STUDENT INCENTIVES, REWARDS, COMPUTER SOFTWARE, UPGRADES, OFFICE SUPPLIES/CLASSROOM SUP.

Name/Address of Vendor: JOSTENS 2400 NW 135TH ST, OKC, OK 73120

Items to be purchased in order to conduct the fundraiser: N/A

Table with 2 columns: Description and Amount. Row 1: a. Estimated INCOME: \$3,000.00. Row 2: b. Less Estimated EXPENSES: \$1,500.00. Row 3: c. Estimated PROFIT: \$1,500.00. Column 2: NOTES:

First day Fundraiser : 08/16/2023 Last Day of Fundraiser: 05/24/2024

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold? TO BE SOLD BEGINNING OF FOLLOWING YEAR

Are school district facilities required? If yes, a facility use permit form must be completed.

Sponsor Signature: [Signature] Date: 8/1/23

Principal's Signature: [Signature] Date: 8/1/23

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): Date:

[Handwritten signature]



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GUTHRIE PUBLIC SCHOOLS ACTIVITY FUND FUNDRAISER REQUEST FORM

Request Date: 08/01/2023 Site: GUES - 125 Unobligated Account Balance: \$75,713.14

Account Name & Number: 812 - Activity

Select One: [X] Soliciting in School Only [] Soliciting in school & community [] Community Only

Describe the fundraiser to be conducted (items sold/activity planned, etc.) NOVELTY STORE - GUES SCHOOL STORE FOR NOVELTY ITEMS

If food and/or beverage items are being sold to students during the school day, they must meet the Smart Snacks in Schools nutritional standards that went into effect across the country July 1st, 2014. You may use the Smart Snacks Calculator to see if your snack meets these standards: https://foodplanner.healthiergeneration.org/calculator/

Does the fundraiser have food items? Yes [] No [X]
* If "Yes" and you wish to be exemption the "Smart Snacks In School" standards, then you must certify all below:
• This fundraiser will not operate on the school campus during the times school breakfasts, lunches, dinners or after school snacks are being served.
• This fundraiser will not operate for more than fourteen(14) days in total.
• The individual or organization will provide documentation to the school of the food products sold to the students during the school day, which is defined as midnight to thirty (30) minutes after school ends.

Smart School Standards begin at midnight of the school day and end thirty (30) minutes after the school day ends. These standards apply to any fundraising events by organizations on school property. These standards do not apply thirty (30) minutes after school ends, on weekends and at off-campus fundraising events. Standards and exemptions are in accordance with Oklahoma State Administration Code 210:10-3-112.

Type of Food or Beverage: (Example: candy, cookie dough, cakes, pies) N/A

Manufacturer: MISC (AMAZON, OTC, ETC.)

Purpose for which funds will be used: CLASSROOM/OFFICE SUPPLIES, STUDENT INCENTIVES

Name/Address of Vendor: MISC

Items to be purchased in order to conduct the fundraiser: NOVELTY NECKLACES, BRACELETS, RINGS, EARBUDS, CRAFT ITEMS, BOOKMARKS, NOVELTY ORNAMENTS, PENCILS, ETC.

a. Estimated INCOME: \$1,000.00 NOTES:
b. Less Estimated EXPENSES: \$500.00
c. Estimated PROFIT: \$500.00

First day Fundraiser: 08/16/2023 Last Day of Fundraiser: 08/24/2023

I understand that when the fundraiser is completed the After Sale Accountability Form must be completed and submitted to the BOE within 30 days of the close of the fundraiser. What will happen to any items that are not sold?

Are school district facilities required? If yes, a facility use permit form must be completed.

Sponsor Signature: [Signature] Date: 8/1/23

Principal's Signature: [Signature] Date: 8/1/23

Athletic Director's Signature (if applicable): Date:

Child Nutrition Director's Signature (if applicable): Date:

[Signature]

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 245 - 380, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	245	07/16/2023	83944	CECIL LEWIS MIDGETT	PER DIEM FOR CAREER TECH CONF	150.00
11	246	07/16/2023	83944	CECIL LEWIS MIDGETT	MILEAGE REIMBURSEMENT FOR CAREER TECH CONF	150.00
11	247	07/17/2023	41972	CONTRACT PAPER GROUP, INC.	600 CASES OF COPY PAPER	20,460.00
11	248	07/17/2023	10011	SOUTHPOINTE VETERINARY CLINIC	MEDICINE AND SUPPLIES FOR AG PROGRAM	500.00
11	249	07/17/2023	17940	PROSPERITY BANK	AIR BNB HOME FOR TULSA STATE FAIR	2,800.00
11	250	07/17/2023	44032	CHRISTOPHER S. EVANS	ADS	100.00
11	251	07/17/2023	42550	PERFORMANCE HEALTH SUPPLY, INC.	HS- MEDICAL SUPPLIES (ALL SPORTS)	3,200.00
11	252	07/17/2023	10312	ALL AMERICAN SPORTS CORP.	HS- RECONDITION HELMETS (FOOTBALL)	3,985.18
11	253	07/17/2023	13704	BSN SPORTS, INC.	HS- UNIFORMS (FOOTBALL)	2,847.50
11	254	07/17/2023	13704	BSN SPORTS, INC.	HS- FLAGS, NETS VB- BLACK-SIL (VOLLEYBALL)	2,097.50
11	255	07/17/2023	10536	OKLAHOMA COACHES ASSOCIATION	HS- COACHES MEMBERSHIP (ATHLETIC)	1,375.00
11	256	07/17/2023	44021	AGILE SPORTS TECHNOLOGIES, INC	HS- HELMETS (FOOTBALL)	5,750.00
11	257	07/17/2023	12447	MARDEL, INC.	TEACHER\$150/ADAMS/GUES	150.00
11	258	07/18/2023	12447	MARDEL, INC.	TEACHER \$150/BEUTLER/COTTERAL	150.00
11	259	07/18/2023	15994	AMAZON CAPITAL SERVICES	TEACHER150/WOOD/CHARTERO AK	147.61
11	260	07/18/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/G. SALAS/HS	150.00
11	261	07/18/2023	15994	AMAZON CAPITAL SERVICES	SUPPLIES AND MATERIALS FOR AG PROGRAM	380.63
11	262	07/18/2023	11613	HOIDALE CO INC	SERVICE CALL	500.00
11	263	07/19/2023	44610	SOUTHWEST BUS SALES, INC.	STORAGE BAGS FOR QSTRAINT	630.00
11	264	07/19/2023	44888	IMPERIAL SUPPLIES HOLDINGS INC	MISCELLANEOUS SUPPLIES FOR SHOP	298.34
11	265	07/19/2023	12899	O'REILLY AUTOMOTIVE STORES, INC.	BRAKE PADS QUOTE 4707ZP X8	773.68
11	266	07/19/2023	12682	MIDWEST BUS SALES, INC.	MIRROR ARM BRACES Z020014383	86.96
11	267	07/19/2023	12682	MIDWEST BUS SALES, INC.	Z020014384 MOLDED AIR M2 DUCT	1,111.48
11	268	07/19/2023	12682	MIDWEST BUS SALES, INC.	Z020014392 ANTIFREEZE/COOLANT	1,147.90
11	269	07/19/2023	12682	MIDWEST BUS SALES, INC.	Z020014390 BLOWER ASSY / DOME LAMP ASM SNAP IN	253.44
11	270	07/19/2023	44610	SOUTHWEST BUS SALES, INC.	PR2307-1225 STEP TREADS	1,799.20
11	271	07/19/2023	17473	HYDROTEX PARTNERS LTD.	135365 PUMP FOR OIL TEXT	1,116.08
11	272	07/19/2023	12682	MIDWEST BUS SALES, INC.	QUOTE Z020014396 RUBBER STRIP FOR BUS AISLE	233.76
11	273	07/20/2023	17990	REECE APPLIANCE	WASHER AND DRYER	400.00
11	274	07/24/2023	43226	ID SPECIALISTS	BLUEJAYS LANYARDS QUOTE #71454	2,562.00

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 245 - 380, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	275	07/24/2023	13346	RIVERSIDE PUBLISHING COMPANY	PSYCH TESTING SUPPLIES	558.36
11	276	07/24/2023	17909	DJC HOLDINGS, LLC	ONLINE CURRICULUM	949.96
11	277	07/24/2023	44494	LAZEL, INC.	ONLINE CURRICULUM	640.00
11	278	07/24/2023	15994	AMAZON CAPITAL SERVICES	SUPPLIES	1,000.00
11	279	07/24/2023	42562	HARBOR FREIGHT	PLATFORM TRUCK SKU 58299	59.99
11	280	07/24/2023	43821	TEACHER SYNERGY, LLC	CURRICULUM RESOURCES	75.00
11	281	07/24/2023	17961	NCS PEARSON, INC.	TESTING SUPPLIES	7,500.00
11	282	07/24/2023	45058	OKLAHOMA THERAPY CONSULTANTS INC	OT CONTRACT	64,400.00
11	283	07/24/2023	44862	CWHD REPAIR LLC	QUOTE 728742 SPRING BUSHINGS BUS 21	2,718.48
11	284	07/24/2023	44862	CWHD REPAIR LLC	REF # 728742 FOR BUS 7	2,718.48
11	285	07/23/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/C GILBERT/FOGARTY	150.00
11	286	07/23/2023	43821	TEACHER SYNERGY, LLC	TEACHER \$150/J MIDGETT/FOGARTY	150.00
11	287	07/19/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/RICE/HS	150.00
11	288	07/19/2023	45085	DUNBAR SHANE DENNIS	PARLIAMENTARY PROCEDURE CURRICULUM	300.00
11	289	07/19/2023	45086	SJS HOSPITALITY LLC	HOTEL ROOMS FOR SUMMER CONFERENCE	675.00
11	290	07/17/2023	12635	MERIDIAN TECHNOLOGY CENTER	BUS DRIVING TRAINING BARRETT/MAIER	708.00
11	291	07/21/2023	14207	WALMART COMMUNITY	TEACHER \$150/OGLE/JH	150.00
11	292	07/20/2023	84598	BROOKLYN ADDIE-JO ORCUTT	7/31-8/2 PER DIEM TRANSPORTATION CONFERENCE	176.08
11	293	07/20/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/GATES/JUNIOR HIGH	150.00
11	294	07/21/2023	17727	PROJECT LEAD THE WAY, INC.	SUPPLIES FOR STEM 412 FUNDS	2,900.00
11	295	07/21/2023	15994	AMAZON CAPITAL SERVICES	SUPPLIES FOR STEM 412 FUNDS	650.00
11	296	07/25/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/SIESS/CENTRAL	150.00
11	297	07/25/2023	44332	RANDALL FIVE INC	GAS BOTTLES FOR SHOP	1,080.90
11	298	07/25/2023	44915	GEO DATA INTELLIGENCE CORPORATION	ROUTING SYSTEM FOR THE MONTH OF JULY ONLY	575.00
11	299	07/25/2023	15994	AMAZON CAPITAL SERVICES	SUPPLIES AND MATERIALS FOR AG PROGRAM	233.77
11	300	07/24/2023	14207	WALMART COMMUNITY	CLEANING AND MEDICAL SUPPLIES	175.00
11	301	07/26/2023	45088	HIDEAWAY PIZZA	MARZANO CERTIFICATION TRAINING	300.00
11	302	07/01/2023	44092	INNOVATIVE MECHANICAL LLC	JR HIGH HVAC RENOVATION C/O FY '23	566,191.00
11	303	07/01/2023	44693	LAMBERT CONSTRUCTION COMPANY	GJHS ENVELOPE PHASE 2 - PROJECT 2104 C/O FY '23	48,676.00
11	304	07/01/2023	44693	LAMBERT CONSTRUCTION COMPANY	HS RENOVATION PROJECT 2104 C/O FY '23	113,663.00
11	305	07/01/2023	44092	INNOVATIVE MECHANICAL LLC	GUES GJHS RENOVATION (PHASE TWO) C/O FY '23	148,168.95
11	306	07/27/2023	42745	MAX TEACHING	STAFF DEVELOPMENT	45 4,359.25

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 245 - 380, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	307	07/27/2023	17900	NORTHWEST EVALUATION ASSOCIATION	NWEA AGREEMENT 23-24	3,420.00
11	308	07/26/2023	12967	OKLAHOMA HOME CENTERS, INC.	HARDWARE	900.00
11	309	07/26/2023	12980	OKLAHOMA SECONDARY SCHOOL	CONTEST ENTRIES	700.00
11	310	07/26/2023	17398	EDMOND MUSIC, INC.	BAND EQUIPMENT AND REPAIR	3,000.00
11	311	07/26/2023	41381	YUKON PUBLIC SCHOOLS	MARZANO EVALUATION TRAINING SPLIT W/GUTHRIE	1,440.45
11	312	07/25/2023	40887	LISA M HOEL	FLUTE CLINICIAN 2023-2024 YEAR	2,500.00
11	313	07/27/2023	15994	AMAZON CAPITAL SERVICES	\$150/KBARRETT/FAVOR	150.00
11	314	07/24/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/HORN/CHARTER OAK	133.36
11	315	07/27/2023	43792	DEREK JOHNSON	DRUMLINE TECH FALL 2023	2,000.00
11	316	07/27/2023	15994	AMAZON CAPITAL SERVICES	SUPPLIES AND MATERIALS FOR AG PROGRAM	500.00
11	317	07/27/2023	44188	ALAN G SMITH	BLADES SHARPENED	200.00
11	318	07/31/2023	11933	JOHN VANCE MOTORS, INC.	TRUCK 95 DIAGNOSTICS	300.00
11	319	07/29/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/MCKNIGHT/FOGARTY	150.00
11	320	07/28/2023	10924	DEMCO, INC	TEACHER \$150/M WHITE/CENTRAL	150.00
11	321	07/28/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/GREEN/FOGARTY	76.63
11	322	07/27/2023	12682	MIDWEST BUS SALES, INC.	Z020014418 VARIOUS PARTS	120.00
11	323	07/27/2023	12682	MIDWEST BUS SALES, INC.	Z020014419 FOOT PEDAL	34.68
11	324	07/27/2023	44610	SOUTHWEST BUS SALES, INC.	270 AMP REMAN ALTERNATOR	1,790.00
11	325	07/27/2023	12682	MIDWEST BUS SALES, INC.	Z020014420 INST CLUSTER	436.31
11	326	07/27/2023	11453	W. W. GRAINGER	PT#1P929 PUMP	146.81
11	327	07/24/2023	15994	AMAZON CAPITAL SERVICES	OFFICE AND STORAGE SUPPLIES	2,000.00
11	328	07/31/2023	44024	SHI INTERNATIONAL CORP	CAREER TECH GRANT; LARGE FORMAT PRINTER	4,522.46
11	329	07/28/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/HUTCHISON/HIGHSCHOOL	150.00
11	330	07/12/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/GRAFF/HS	150.00
11	331	07/31/2023	15994	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES/JH	700.00
11	332	07/31/2023	17907	TEACHER INNOVATIONS, INC	PLANBOOKS FOR 2023-2024/JH	420.00
11	333	07/31/2023	15994	AMAZON CAPITAL SERVICES	CLASSROOM MATERIALS	275.00
11	334	07/26/2023	14207	WALMART COMMUNITY	TEACHER 150/RICE/CLASSROOM SUPPLIES/JH	150.00
11	335	08/02/2023	43821	TEACHER SYNERGY, LLC	CLASSROOM MATERIALS	429.13
11	336	08/02/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/LYONS/FOGARTY	150.00
11	337	08/01/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/A MOORE/FOGARTY	149.94
11	338	07/31/2023	12447	MARDEL, INC.	TEACHER \$150/COLLINS/COTTERAL	75.00
11	339	07/31/2023	12447	MARDEL, INC.	TEACHER \$150/TAYLOR/COTTERAL	50.00
11	340	08/03/2023	44882	THE MARZANO EVALUATION CENTER	iOBSERV. TRAINING FOR J. HANCOCK AND J. STEVENS	798.00

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 245 - 380, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	341	08/03/2023	11933	JOHN VANCE MOTORS, INC.	DUST COVER FOR TRUCK 80	14.08
11	342	08/02/2023	14201	WALKER TIRE DTR LLC	2 (225-75-16) TIRES FOR WHITE FLEET #61	258.00
11	343	08/02/2023	15994	AMAZON CAPITAL SERVICES	CLASSROOM FURNITURE	600.00
11	344	08/02/2023	44021	AGILE SPORTS TECHNOLOGIES, INC	HS- VIDEO, RETREVAL , STORAGE (FB)	3,499.00
11	345	08/02/2023	44621	XENITH LLC	HS- HELMETS (FB)	5,750.00
11	346	07/31/2023	42650	B SEW INN LLC	CAREER TECH GRANT; SEWING MACHINES	9,210.00
11	347	07/31/2023	15994	AMAZON CAPITAL SERVICES	CAREER TECH GRANT; SUBLIMATION PRINTER	629.00
11	348	08/04/2023	44184	MAXIS TECHNOLOGIES INC.	ROUTER	295.00
11	349	08/03/2023	10583	OKLAHOMA FFA ASSOCIATION	AFFILIATE MEMBERSHIP	3,849.00
11	350	08/03/2023	12387	LOWE'S COMPANIES, INC.	ROLLING TOOLBOX	625.00
11	351	08/03/2023	12682	MIDWEST BUS SALES, INC.	Z020014465 DISC BRAKE ROTOR	269.84
11	352	08/03/2023	15298	SOUTHWESTERN STATIONERY & BANK	STUDENT CUMULATIVE FOLDERS	675.00
11	353	08/03/2023	11613	HOIDALE CO INC	SKU 01422 OIL TANK LEVELER	33.44
11	354	08/02/2023	42650	B SEW INN LLC	BLANK PO FOR SEWING SUPPLIES	225.00
11	355	08/02/2023	40354	FAMILY CAREER & COMMUNITY	FCCLA MEMBERSHIP	900.00
11	356	07/31/2023	44624	STAPLES, INC	CAREER TECH GRANT; PROJECTOR	624.18
11	357	08/04/2023	44555	PINNACLE BUSINESS SYSTEMS, INC	MOUNTING BRACKETS	1,002.15
11	358	08/04/2023	14207	WALMART COMMUNITY	TEACHER \$150/DURHAM/COTTERAL	150.00
11	359	08/02/2023	15994	AMAZON CAPITAL SERVICES	COLOR INK CARDRIDGES - OFFICE PRINTER	124.98
11	360	08/02/2023	45092	LITERACY RESOURCES LLC	PHONEMIC AWARENESS CIRRICULUM - PRIMARY	89.00
11	361	08/02/2023	17940	PROSPERITY BANK	SMORE ONLINE NEWSLETTER SUBSCRIPTION	179.00
11	362	08/03/2023	15994	AMAZON CAPITAL SERVICES	SUPPLIES AND MATERIALS FOR AG PROGRAM	450.00
11	363	08/02/2023	14207	WALMART COMMUNITY	TEACHER\$150/HAYS/GUES	150.00
11	364	08/04/2023	15994	AMAZON CAPITAL SERVICES	TEACHER\$150/K HINKLE/FOGARTY	150.00
11	365	08/03/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/HELTON/FOGARTY	148.81
11	366	08/03/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/DAVENPORT/FOGARTY	150.00
11	367	08/07/2023	15994	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	3,000.00
11	368	08/07/2023	44862	CWHD REPAIR LLC	BUS 14 FOR LEAF SPRING REPAIRS	2,718.48
11	369	08/07/2023	44862	CWHD REPAIR LLC	BUS 16 FOR LEAF SPRING REPAIRS	2,718.48
11	370	08/07/2023	13286	RED ROCK DISTRIBUTING CO.	1500 GAL UNLEADED AND 6500 GAL DIESEL	25,367.90
11	371	08/07/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/S BALL/CENTRAL	150.00

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 245 - 380, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	372	08/07/2023	13272	REALLY GOOD STUFF, INC.	TEACHER \$150/PITTS/CENTRAL	145.42
11	373	08/06/2023	14207	WALMART COMMUNITY	TEACHER \$150/PORTER/HS	150.00
11	374	08/07/2023	82665	JENNIFER LYNN PRIVETTE	MILEAGE REIMBURSEMENT	500.00
11	375	08/07/2023	15994	AMAZON CAPITAL SERVICES	TEACHER 150/BURAL/JH	150.00
11	376	08/07/2023	12171	LAKESHORE LEARNING MATERIALS	TEACHER \$150/ PRIVETTE/ CENTRAL	52.64
11	377	08/07/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/ PRIVETTE/ CENTRAL	97.32
11	378	08/05/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/LEGRANDE/JH	150.00
11	379	08/08/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/CAREY/CHARTER OAK	147.28
11	380	08/07/2023	15994	AMAZON CAPITAL SERVICES	TEACHER \$150/MCMILLAN/CHARTEROAK	149.41
Non-Payroll Total:						\$1,119,373.66
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$1,119,373.66

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 8/10/2023, PO Range: 53 - 364, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	53	07/06/2023	43749	TREAT'S SOLUTIONS, LLC	GRAY FLOOR PAINT	845.46
21	54	07/06/2023	44562	ANDECO FLOORING & BLINDS	REPLACE CARPET IN SUPERINTENDENT'S SECRETARY'S OFC	3,283.42
21	55	07/06/2023	44562	ANDECO FLOORING & BLINDS	REPLACE CARPET IN ACTIVITY FUND OFFICE	2,651.08
21	56	07/10/2023	45082	TAMARA B SELF	DISTRICT WATER HEATER INSPECTIONS	4,770.00
21	57	07/10/2023	41813	OKLAHOMA DEPARTMENT OF LABOR	DISTRICT WATER HEATER CERTIFICATES	3,000.00
21	58	07/10/2023	17152	TIME SPENT LLC	DISTRICT CARPET CLEANING	10,000.00
21	59	07/11/2023	17249	S. T. BOLDING III	ADD ELECTRICAL FOR BAND WASHER & DRYER	3,805.00
21	60	07/11/2023	10234	MAKERS GLASS, INC.	REPLACE 3 WEST WINDOWS AT SOFTBALL	2,775.00
21	61	07/10/2023	44684	PROF. SPRINKLER INSPECTIONS, LLC	SERVICE AND REPLACE FE AT TRANS & ADMIN	765.00
21	62	07/01/2023	12173	LAMPTON WELDING SUPPLY COMPANY, INC	ANNUAL BOTTLE RENTAL	169.90
21	63	07/12/2023	11619	HOME DEPOT CREDIT SERVICES	HIGH SCHOOL CEILING TILE	2,000.00
21	64	07/12/2023	11619	HOME DEPOT CREDIT SERVICES	WALL BOARD AND MATERIAL FOR TRANS	645.00
21	65	07/12/2023	44958	WASTE CONNECTIONS OF OKLAHOMA INC	ROLL OFF DUMPSTERS	3,500.00
21	66	07/13/2023	42872	PATRICK A. COUNTESS	INSTALL FENCE AT TECH UNIT & GENERATOR	2,900.00
21	67	07/17/2023	44562	ANDECO FLOORING & BLINDS	REPLACE FLOORING IN SW PORTABLE AT FOGARTY	4,166.80
21	68	07/17/2023	43749	TREAT'S SOLUTIONS, LLC	FLOOR PAINT	845.46
21	69	07/13/2023	11514	H & M CARPET CENTER LLC	BLACK COVE BASE FOR FAVER	400.00
21	70	07/13/2023	17249	S. T. BOLDING III	ELECTRICAL SERVICE AT TRANSPORTATION	1,500.00
21	71	07/17/2023	44870	ALLIANCE CONCRETE	CONCRETE REPAIR AT SOFTBALL	2,500.00
21	72	07/17/2023	43749	TREAT'S SOLUTIONS, LLC	FLOOR PAINT FOR JR HIGH	845.46
21	73	07/17/2023	10110	HENKE & WANG PLUMBING	DISTRICT PLUMBING REPAIRS	3,000.00
21	74	07/17/2023	44681	FRESH FILTERED AIR, INC	DISTRICT HVAC FILTER CHANGES	2,800.00
21	75	07/17/2023	43151	SIGNTEC, SIGNS OF DISTINCTION, INC	HS- WELCOME TO THE ROCK SIGN (FOOTBALL)	1,200.00
21	76	07/17/2023	44635	WAXIE'S ENTERPRISES, LLC	FLOOR STRIPPER FOR DISTRICT	570.96
21	77	07/18/2023	17556	JOHNSON CONTROLS	CHILLER REPAIRS AT GUES	4,000.00
21	78	07/18/2023	17747	ROBERT L HINER	SAND AND PAINT FOGARTY STAGE	5,995.00
21	79	07/18/2023	17747	ROBERT L HINER	REPAIR WOOD FLOOR IN FOGARTY ROOM 7B	3,999.00
21	80	07/18/2023	17747	ROBERT L HINER	REPAIR FLOOR IN 2 FOGARTY CLASSROOMS	4,299.00
21	81	07/18/2023	44635	WAXIE'S ENTERPRISES, LLC	FLOOR STRIPPER	751.14
21	82	07/18/2023	43749	TREAT'S SOLUTIONS, LLC	FLOOR PRIMER, SEAL, AND ROLLER KIT FOR JR HIGH	2,200.00

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 8/10/2023, PO Range: 53 - 364, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	83	07/18/2023	44724	HW 2020 PROPERTY LLC	MOWING AT CHARTER OAK	2,500.00
21	84	07/13/2023	44065	FIRETROL PROTECTION SYSTEMS, INC.	FIRE ALARM REPAIRS AT HS	300.00
21	85	07/18/2023	43914	HUGG AND HALL EQUIPMENT COMPANY	FORKLIFT AND MANLIFT PM SERVICES	1,000.00
21	86	07/19/2023	13646	CAROLYN BLACK HALLER	DOOR NUMBERS FOR HIGH SCHOOL	500.00
21	87	07/19/2023	44065	FIRETROL PROTECTION SYSTEMS, INC.	DISTRICT FIRE SYSTEM REPAIRS	1,000.00
21	88	07/19/2023	10110	HENKE & WANG PLUMBING	DISTRICT PLUMBING REPAIRS	3,000.00
21	89	07/24/2023	12967	OKLAHOMA HOME CENTERS, INC.	DISTRICT PARTS AND SUPPLIES	1,000.00
21	90	07/20/2023	44684	PROF. SPRINKLER INSPECTIONS, LLC	FIRE PUMP REPAIRS AT CHARTER OAK	3,000.00
21	91	07/25/2023	17249	S. T. BOLDING III	DISTRICT ELECTRICAL SERVICE AND REPAIRS	1,000.00
21	92	07/01/2023	17890	JOHNSON CONTROLS, INC	ANNUAL PLANNED SERVICE PROPOSAL FOR GUES	9,637.00
21	93	07/25/2023	44408	WILLIAM A. HARRISON, INC	CHILLER SERVICE AT CENTRAL	2,000.00
21	94	07/26/2023	11163	H-I-S PAINT MFG. CO, LLC	PARKING LOT PAINT FOR HS	384.80
21	95	07/24/2023	45062	OKLAHOMA C&C FENCING LLC	FENCE MATERIAL FOR HS BUS LOT HILL	2,566.32
21	96	07/31/2023	17249	S. T. BOLDING III	DISTRICT ELECTRICAL SERVICE AND REPAIRS	1,000.00
21	97	07/31/2023	44635	WAXIE'S ENTERPRISES, LLC	DISTRICT CUSTODIAL SUPPLIES	8,471.64
21	98	07/31/2023	43965	CRAFCO, INC.	PAVING MACHINE RENTAL AND MATERIAL	700.00
21	99	07/27/2023	40596	JAMES C. MCGEE	SAND AND ROAD MATERIAL FOR DISTRICT	2,500.00
21	100	07/27/2023	15525	SPECTRUM PAINT COMPANY	PAINT FOR GUES PLAYGROUND EQUIPMENT	300.00
21	101	07/27/2023	15994	AMAZON CAPITAL SERVICES	DISTRICT PARTS AND SUPPLIES	1,000.00
21	102	07/27/2023	14280	WILLOBY'S FEED AND OUTFITTERS, LLC	DISTRICT BUG AND WEED SPRAY	1,000.00
21	103	08/01/2023	44724	HW 2020 PROPERTY LLC	MOWING UPPER LAGOON AREA AT CHARTER OAK	1,250.00
21	104	08/01/2023	44590	BRADFORD SUPPLY	DISTRICT HVAC SUPPLIES	1,000.00
21	105	08/01/2023	12173	LAMPTON WELDING SUPPLY COMPANY, INC	NITROGEN FOR HVAC	250.00
21	106	08/03/2023	12967	OKLAHOMA HOME CENTERS, INC.	DISTRICT PARTS AND SUPPLIES	1,000.00
21	107	08/02/2023	17491	ENGINEERED EQUIPMENT, INC.	HVAC PARTS AND SUPPLIES	1,500.00
21	108	08/02/2023	10110	HENKE & WANG PLUMBING	INSTALL PLUMBING FOR BAND WASHERS AT THE HS	4,000.00
21	109	08/02/2023	44866	WHITEHEAD FOOD EQUIPMENT	ICE MACHINE FOR BOC	4,636.28
21	110	08/02/2023	44562	ANDECO FLOORING & BLINDS	CARPET TILE PATCHING AT CHARTER OAK	2,164.16
21	111	08/02/2023	44562	ANDECO FLOORING & BLINDS	ADHESIVE FOR SOFTBALL BATTING CAGE	3,350.63
21	112	08/02/2023	15926	DELL MARKETING L.P.	HS- INK 2 BOXES (COPIER) ATHLETIC OFFICE	320.00

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 8/10/2023, PO Range: 53 - 364, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	113	08/03/2023	44092	INNOVATIVE MECHANICAL LLC	REPLACE COMPRESSOR IN HS RM 4	3,100.00
21	114	08/03/2023	44092	INNOVATIVE MECHANICAL LLC	REPLACE COMPRESSOR IN AD OFFICE AT HS	2,900.00
21	115	08/03/2023	43883	UNITED REFRIGERATION, INC.	DISTRICT HVAC PARTS AND SUPPLIES	1,000.00
21	116	08/07/2023	44408	WILLIAM A. HARRISON, INC	CENTRAL CHILLER REPAIRS AND SERVICE	2,000.00
21	117	08/07/2023	40596	JAMES C. MCGEE	RECYCLED ASPHALT AND SPREADING ON LOT	2,000.00
21	118	08/08/2023	12387	LOWE'S COMPANIES, INC.	HS- PAINT (ATHLETIC FIELDS)	550.00
21	358	07/06/2023	44909	CLIFFORD POWER SYSTEMS INC	REPLACE GENERATOR BATTERY	275.00
21	359	07/06/2023	44157	POPE CONTRACTING, INC.	JR HIGH WALL TUCK POINTING	5,400.00
21	360	07/06/2023	44157	POPE CONTRACTING, INC.	CONCRETE WORK AT JR HIGH GYM	4,800.00
21	361	07/06/2023	10234	MAKERS GLASS, INC.	SOFTBALL DOOR GLASS REPLACEMENT	920.50
21	362	07/06/2023	15994	AMAZON CAPITAL SERVICES	DEHUMIDIFIER FOR TRANSPORTATION	746.00
21	363	07/01/2023	44590	BRADFORD SUPPLY	UNIT FOR JROTC NE GUN RANGE	3,800.00
21	364	08/08/2023	43562	AMERICAN EAGLE TITLE GROUP, LLC	PURCHASE OF PROPERTY - 213 VILAS	79,500.00

Non-Payroll Total:	\$249,505.01
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$249,505.01

ACTIVITY FUND - FUND 60
BANK RECONCILIATION - FARMERS & MERCHANT BANK
AS OF 8/01/2023

<u>GENERAL LEDGER ACCOUNT</u>		<u>BANK RECONCILIATION</u>	
Balance (7/1/2023)	\$ 649,930.98	Balance per bank statement (7/31/2023)	\$ 650,500.54
Add Receipts	\$ 1,673.89	Add Deposits in Transit	\$ 504.03
Less Checks Written	\$ (29,305.94)	Less O/S Checks	\$ (28,705.64)
Adjustments	\$ -	Adjustments	\$ -
Balance per Ledger	\$ 622,298.93	Balance per Ledger	\$ 622,298.93

Adjustment/Correction Explanations:

This information is accurate and correct to the best of my knowledge.



 Michelle Chapple, CFO

8/1/2023

 Date

Guthrie Public Schools

Revenue/Expenditure Summary

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

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
102 FOREIGN LANGUAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,260.00	(\$1,260.00)
801 CENTRAL FACULTY	\$0.00	\$0.00	\$126.74	\$0.00	\$126.74	\$0.00	\$126.74
802 CENTRAL ACTIVITY	\$0.00	\$0.00	\$28,872.01	\$17,850.00	\$11,022.01	\$1,820.00	\$9,202.01
803 CENTRAL PTO	\$0.00	\$0.00	\$11,393.32	\$0.00	\$11,393.32	\$1,400.00	\$9,993.32
804 COTTERAL PTO	\$0.00	\$0.00	\$12,974.11	\$0.00	\$12,974.11	\$0.00	\$12,974.11
805 COTTERAL ACTIVITY	\$0.00	\$0.00	\$13,840.45	\$1,155.00	\$12,685.45	\$0.00	\$12,685.45
806 COTTERAL FACULTY	\$0.00	\$0.00	\$621.56	\$0.00	\$621.56	\$0.00	\$621.56
808 FOGARTY PARENTS ORG.	\$0.00	\$0.00	\$8,129.44	\$0.00	\$8,129.44	\$125.00	\$8,004.44
809 FOGARTY ACTIVITY	\$0.00	\$0.00	\$17,385.94	\$0.00	\$17,385.94	\$5,258.00	\$12,127.94
810 FOGARTY FACULTY	\$0.00	\$0.00	\$208.11	\$0.00	\$208.11	\$0.00	\$208.11
811 ELEM SNACK GRANT	\$0.00	\$0.00	\$1,029.69	\$0.00	\$1,029.69	\$0.00	\$1,029.69
812 GUES ACTIVITY	\$0.00	\$0.00	\$29,183.14	\$0.00	\$29,183.14	\$3,470.00	\$25,713.14
813 GUES FACULTY	\$0.00	\$0.00	\$728.33	\$0.00	\$728.33	\$0.00	\$728.33
814 GUES HONOR CHOIR	\$0.00	\$0.00	\$525.83	\$0.00	\$525.83	\$0.00	\$525.83
815 GUES PARENTS ORG.	\$0.00	\$0.00	\$5,505.29	\$0.00	\$5,505.29	\$1,100.00	\$4,405.29
816 GHS SPECIAL KIDS	\$0.00	\$0.00	\$9,024.74	\$0.00	\$9,024.74	\$0.00	\$9,024.74
817 ART JUNIOR HIGH	\$0.00	\$0.00	\$28.60	\$0.00	\$28.60	\$0.00	\$28.60
818 JH BUILDERS CLUB	\$0.00	\$0.00	\$163.56	\$0.00	\$163.56	\$0.00	\$163.56
819 ATHLETICS JUNIOR HIGH	\$0.00	\$0.00	\$2,756.96	\$0.00	\$2,756.96	\$0.00	\$2,756.96
820 GOLF JUNIOR HIGH	\$0.00	\$0.00	\$4,398.44	\$0.00	\$4,398.44	\$0.00	\$4,398.44
821 FHA JUNIOR HIGH	\$0.00	\$0.00	\$1,511.70	\$0.00	\$1,511.70	\$0.00	\$1,511.70
822 HONOR SOCIETY JR HIGH	\$0.00	\$0.00	\$3,138.54	\$0.00	\$3,138.54	\$0.00	\$3,138.54
823 JR HIGH ACCOUNT	\$0.00	\$0.00	\$1,423.77	\$0.00	\$1,423.77	\$0.00	\$1,423.77
824 JR HIGH FACULTY	\$0.00	\$0.00	\$2,219.02	\$0.00	\$2,219.02	\$0.00	\$2,219.02
825 LIBRARY JR HIGH	\$0.00	\$0.00	\$1,745.83	\$0.00	\$1,745.83	\$0.00	\$1,745.83
826 LEARN 2 LOVE	\$0.00	\$0.00	\$12,935.54	\$0.00	\$12,935.54	\$0.00	\$12,935.54
827 CHEERLEADERS JR HIGH	\$0.00	\$0.00	\$2,261.88	\$0.00	\$2,261.88	\$0.00	\$2,261.88
830 STUCO JH	\$0.00	\$0.00	\$2,284.52	\$0.00	\$2,284.52	\$0.00	\$2,284.52
831 T.S.A. JR HIGH	\$0.00	\$0.00	\$735.65	\$0.00	\$735.65	\$0.00	\$735.65
832 YEARBOOK JR HIGH	\$0.00	\$0.00	\$7,332.91	\$330.20	\$7,002.71	\$1,200.00	\$5,802.71
834 JR HIGH ACADEMIC TEAM	\$0.00	\$0.00	\$170.74	\$0.00	\$170.74	\$0.00	\$170.74
840 CHARTER OAK ACTIVITY	\$0.00	\$0.00	\$43,001.34	\$0.00	\$43,001.34	\$5,940.33	\$37,061.01
841 CHARTER OAK PTO	\$0.00	\$0.00	\$15,672.77	\$0.00	\$15,672.77	\$475.00	\$15,197.77
842 CHARTER OAK FACULTY	\$0.00	\$0.00	\$232.91	\$0.00	\$232.91	\$125.00	\$107.91
850 ACADEMIC TEAM HS	\$0.00	\$0.00	\$75.50	\$0.00	\$75.50	\$0.00	\$75.50
851 ART CLUB HS	\$0.00	\$0.00	\$5,961.65	\$0.00	\$5,961.65	\$0.00	\$5,961.65
852 ATHLETICS HS	\$0.00	\$955.00	\$33,879.32	\$350.00	\$34,484.32	\$14,978.23	\$19,506.09
853 HS CHEER	\$0.00	\$0.00	\$4,039.50	\$0.00	\$4,039.50	\$413.89	\$3,625.61
854 FOOTBALL CAMP	\$0.00	\$0.00	\$10,780.96	\$0.00	\$10,780.96	\$3,525.00	\$7,255.96
855 TENNIS HS	\$0.00	\$0.00	\$25,277.93	\$0.00	\$25,277.93	\$0.00	\$25,277.93
856 GHS LIBRARY	\$0.00	\$0.00	\$238.57	\$0.00	\$238.57	\$0.00	\$238.57
858 GHS LINK CREW	\$0.00	\$0.00	\$396.67	\$0.00	\$396.67	\$0.00	\$396.67
859 BAND (OPERATING) HS	\$0.00	\$0.00	\$15,672.06	\$1,080.00	\$14,592.06	\$13,350.74	\$1,241.32
861 CLASS OF 2023 HS	\$0.00	\$0.00	\$109.12	\$0.00	\$109.12	\$0.00	\$109.12
864 GHS ALUMNI ACCOUNT	\$0.00	\$0.00	\$15,306.29	\$0.00	\$15,306.29	\$0.00	\$15,306.29
866 CLASS OF 2024 HS	\$0.00	\$0.00	\$3,076.31	\$0.00	\$3,076.31	\$0.00	\$3,076.31
867 CLASS OF 2025 HS	\$0.00	\$0.00	\$2,678.17	\$0.00	\$2,678.17	\$0.00	\$2,678.17
868 CLASS OF 2026 HS	\$0.00	\$0.00	\$2,333.83	\$0.00	\$2,333.83	\$0.00	\$2,333.83
869 ENGLISH CLUB	\$0.00	\$0.00	\$736.83	\$0.00	\$736.83	\$0.00	\$736.83
870 HS FACULTY/COURTESY ACCOUNT	\$0.00	\$0.00	\$272.10	\$0.00	\$272.10	\$150.00	\$122.10
871 HS STUDENT PANTRY	\$0.00	\$0.00	\$10,779.73	\$0.00	\$10,779.73	\$0.00	\$10,779.73
876 FFA 4H BOOSTER CLUB HS	\$0.00	\$0.00	\$37,056.00	\$920.00	\$36,136.00	\$11,440.00	\$24,696.00
877 FFA HS	\$0.00	\$35.00	\$12,445.38	\$585.00	\$11,895.38	\$3,555.00	\$8,340.38
878 FCCLA (FHA) HS	\$0.00	\$0.00	\$6,482.47	\$540.41	\$5,942.06	\$4,781.00	\$1,161.06
879 FOREIGN LANGUAGE SPAN HS	\$0.00	\$0.00	\$3,993.38	\$0.00	\$3,993.38	\$1,000.00	\$2,993.38
880 XC BLUECREW	\$0.00	\$280.50	\$7,185.62	\$3,864.30	\$3,601.82	\$1,876.00	\$1,725.82
881 LADY JAYS BASKETBALL	\$0.00	\$0.00	\$432.96	\$0.00	\$432.96	\$0.00	\$432.96

Guthrie Public Schools

Revenue/Expenditure Summary

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

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
882 GUTHRIE RUNNING CLUB HS	\$0.00	\$0.00	\$180.57	\$0.00	\$180.57	\$0.00	\$180.57
883 HERITAGE CLUB HS	\$0.00	\$0.00	\$171.76	\$0.00	\$171.76	\$0.00	\$171.76
884 HIGH SCHOOL ACCOUNT	\$0.00	\$0.00	\$12,089.33	\$1,576.74	\$10,512.59	\$2,450.00	\$8,062.59
885 STUDENT SUPPORT HS	\$0.00	\$0.00	\$4,827.94	\$500.00	\$4,327.94	\$250.00	\$4,077.94
886 HONOR SOCIETY HS	\$0.00	\$0.00	\$6,560.46	\$0.00	\$6,560.46	\$0.00	\$6,560.46
889 KEY CLUB HS	\$0.00	\$0.00	\$107.80	\$0.00	\$107.80	\$0.00	\$107.80
890 SPEECH HS	\$0.00	\$0.00	\$3,079.03	\$0.00	\$3,079.03	\$0.00	\$3,079.03
891 STEM CLUB	\$0.00	\$0.00	\$4.85	\$0.00	\$4.85	\$0.00	\$4.85
893 MU ALPHA THETA HS	\$0.00	\$0.00	\$10,974.69	\$0.00	\$10,974.69	\$0.00	\$10,974.69
894 HS PROM ACCOUNT	\$0.00	\$0.00	\$17,744.60	\$0.00	\$17,744.60	\$0.00	\$17,744.60
895 JROTC HS	\$0.00	\$0.00	\$4,142.37	\$0.00	\$4,142.37	\$0.00	\$4,142.37
897 SOCCER CLUB HS	\$0.00	\$0.00	\$18,201.16	\$554.29	\$17,646.87	\$0.00	\$17,646.87
898 SCIENCE CLUB HS	\$0.00	\$40.00	\$6,196.84	\$0.00	\$6,236.84	\$0.00	\$6,236.84
899 STUDENT COUNCIL HS	\$0.00	\$0.00	\$8,404.12	\$0.00	\$8,404.12	\$0.00	\$8,404.12
900 CAMPUS BEAUTIFICATION HS	\$0.00	\$0.00	\$3,214.46	\$0.00	\$3,214.46	\$800.00	\$2,414.46
902 VOCAL HS	\$0.00	\$0.00	\$9,606.98	\$0.00	\$9,606.98	\$560.00	\$9,046.98
904 YEARBOOK HS	\$0.00	\$0.00	\$39,868.66	\$0.00	\$39,868.66	\$0.00	\$39,868.66
905 GPS eSPORTS	\$0.00	\$0.00	\$990.25	\$0.00	\$990.25	\$0.00	\$990.25
907 HS MEMORIAL FUND	\$0.00	\$0.00	\$73.92	\$0.00	\$73.92	\$0.00	\$73.92
908 VOCAL TRIP ACCOUNT HS	\$0.00	\$0.00	\$58.14	\$0.00	\$58.14	\$0.00	\$58.14
911 FFA BUILDING FUND	\$0.00	\$0.00	\$2,428.23	\$0.00	\$2,428.23	\$0.00	\$2,428.23
913 DRAMA HS	\$0.00	\$0.00	\$1,155.14	\$0.00	\$1,155.14	\$0.00	\$1,155.14
922 COURTESY COMMITTEE ADMIN	\$0.00	\$0.00	\$149.53	\$0.00	\$149.53	\$0.00	\$149.53
925 GENERAL FUND REFUND	\$0.00	\$40.00	\$1,769.03	\$0.00	\$1,809.03	\$0.00	\$1,809.03
927 HALL OF FAME BANQUET	\$0.00	\$0.00	\$112.07	\$0.00	\$112.07	\$0.00	\$112.07
929 DISTRICT SPECIAL OLYMPICS	\$0.00	\$0.00	\$26,158.89	\$0.00	\$26,158.89	\$0.00	\$26,158.89
931 TECHNOLOGY INSURANCE ACCOUNT	\$0.00	\$0.00	\$1,296.99	\$0.00	\$1,296.99	\$0.00	\$1,296.99
932 SUMMER SCHOOL HS	\$0.00	\$125.00	\$10,524.55	\$0.00	\$10,649.55	\$0.00	\$10,649.55
933 FAVER C&C	\$0.00	\$0.00	\$435.90	\$0.00	\$435.90	\$0.00	\$435.90
934 TRANSPORTATION C&C	\$0.00	\$0.00	\$2,001.40	\$0.00	\$2,001.40	\$0.00	\$2,001.40
935 VENDING MACHINE ADMIN	\$0.00	\$0.00	\$584.68	\$0.00	\$584.68	\$200.00	\$384.68
937 FAVER ACTIVITY	\$0.00	\$0.00	\$86.27	\$0.00	\$86.27	\$0.00	\$86.27
940 ADMINISTRATION MISC	\$0.00	\$198.39	\$15,956.64	\$0.00	\$16,155.03	\$300.00	\$15,855.03
Total	\$0.00	\$1,673.89	\$649,930.98	\$29,305.94	\$622,298.93	\$81,803.19	\$540,495.74

**Transportation Department
Fuel Bids**

DATE: 8/7/23 PO#: 2024-11-370	TIME BIDS BEGAN: 8:35am Clear TIME BIDS CLOSED: 9:15am Conv.	AMOUNT NEEDED: DIESEL: 6500 UNLEADED: 1500
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COMPANY NAME	CONTACT PERSON	PHONE	UNLEADED	DIESEL
FUEL MASTERS	Tanner KIT, BRIAN, COBY or HARDIN	1-866-455-3835	3.174	3.172
PENLEY OIL COMPANY	Alan MIKE, SCOTT or GEORGEANN	235-7553	No bid	No bid
RED ROCK	JOANIE or TRICHA	677-3373	3.1744	3.1702
EARNHEART OIL & PROPANE	DUSTIN	405-612-2650	3.188	3.168

AMOUNT OF FUEL PURCHASED:	COMPANY BID AWARDED TO: Red Rock
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UNLEADED FUEL: 1500 gal.	PRICE PER GALLON: 3.1744	TOTAL AMT: 4,761.60
DIESEL FUEL: 6500 gal.	PRICE PER GALLON: 3.1702	TOTAL AMT: 20,606.30
		TOTAL PURCHASE: 25,367.90

PER TELEPHONE BIDS RECEIVED BY:  	COMMENTS:
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EMPLOYEE TRIP REQUEST

Check if Out of State _____

Name of Employee _____ Date _____

Employee's Current Assignment _____

Title of Conference or Activity _____

Location _____ Date(s) of Conference _____

Full Legal Name (for air travel) _____

Submit copy of Driver's License for flights – it must match the boarding pass.

Departure Date _____ AM _____ PM (check one) Return Date _____ AM _____ PM (check one)

If applicable, a Field Trip / Transportation Request has been completed: _____ Yes (See site financial secretary for details on Out of State transportation requests.)

PLEASE INDICATE HOW THIS EVENT WILL RELATE TO YOUR PRESENT ASSIGNMENT.

Cost for attendance – EMPLOYEE expenses only.
(Give a close estimate, if necessary)

*Costs are covered by which fund?
BE SPECIFIC PLEASE.*

General Fund, Title I, Staff Development, Activity Fund, etc.

Travel*	\$ _____	(mileage, air, ground, parking & toll) <i>see below</i>	_____
Registration	\$ _____		_____
Lodging	\$ _____		_____
Meals	\$ _____	(overnight stay required; calculated at daily IRS per diem rate in state and out of state)	_____
Substitute	\$ _____	(calculate @ \$65 per day)	_____
Total	\$ _____		

Will a substitute be needed? _____ Yes _____ No (Remember to complete your sub request)

Principal's Approval _____
Signature _____ Date _____

Program Director's Approval _____
Signature  _____ Date _____

Board of Education Approval _____
Date _____

*Refund for toll fees, parking and ground travel requires receipt.

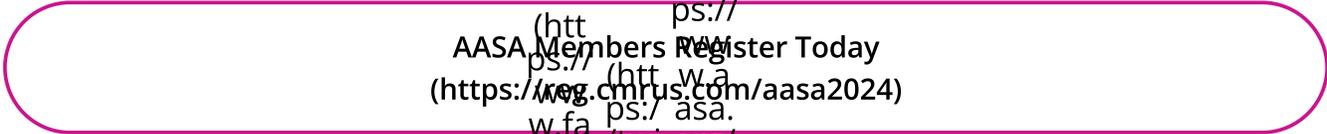


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Presented by:



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Schedule

Plan your time at one of the most comprehensive education conferences for public school superintendents and administrators: the 2024 AASA National Conference on Education.

Over three action-packed days, AASA's National Conference on Education combines peer-to-peer networking with other superintendents from across the country, world-class education from seasoned practitioners, opportunities to interact with game-changers from outside the education field, and the NCE Exhibit Hall (<https://nce.aasa.org/nce-exhibit-hall/>), which is filled with innovation.

Wednesday, February 14

February 15-17, 2024

San D

All times are Pacific Standard Time (PST)

1 – 5pm

Pre-Conference Workshops

2 – 5pm

Registration Open

2 – 5pm

Satellite Bookstore Hours

4:30 – 5:30pm

AASA Graduation Ceremonies

Thursday, February 15

All times are Pacific Standard Time (PST)

7am – 3:30pm

Registration Open

7am – 6:30pm

Hall Hours

7:30am – 3:30pm

Exhibit Hall Hours

7:30 – 9am

Exhibit Hall Coffee Break

8 – 10am

Special Contracts Session

9 – 10am

Educational Sessions and Roundtables

9 – 10am

Thought Leader Sessions

10:15 – 11:15am

Educational Sessions and Roundtables

10:15 – 11:15am

Thought Leader Sessions

12noon – 1:30pm

Federal Relations Luncheon

12:45 – 1:45pm

Thought Leader Session

1:45 – 3pm

Exhibit Hall Snack Break

2:15 – 3:15pm

Educational Sessions and Roundtables

2:15 – 3:15pm

Thought Leader Sessions

3:30 – 5:30pm

Opening General Session

5:30 – 6:30pm

Welcome Reception

Friday, February 16

 February 15-17, 2024  San D

All times are Pacific Standard Time (PST)

7:30am – 5pm

Registration Open

7:30am – 5pm

Hall Hours

8am – 3pm

Job Central

8 – 9am

Educational Sessions

9 – 11am

General Session

11am – 12noon

Blessings in a Backpack Stuffing

11am – 2:30pm

Exhibit Hall Hours

11:15am – 12:15pm

Educational Sessions and Roundtables

11:15am – 12:15pm

Thought Leader Sessions

12:30 – 2:30pm

Dr. Effie H. Jones Memorial Equity Luncheon (<https://nce.aasa.org/special-events/>)

12:45 – 1:45pm

12:45 – 1:45pm

Thought Leader Sessions

1:45 – 2:15pm

Exhibit Hall Snack Break

2:30 – 3:30pm

Educational Sessions

2:30 – 3:30pm

Thought Leader Session

3:45 – 4:45pm

Educational Sessions

3:45 – 4:45pm

Thought Leader Session

Saturday, February 17

All times are Pacific Standard Time (PST)

7:30am – 12noon

Registration Open

7:30am – 12noon

Satellite Bookstore Hours

8 – 9am

Educational Sessions

9:15 – 10:15am

10:30am - 12noon

Closing General Session



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FEBRUARY 15-17, 2024
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Staking A Claim in Our Students' Future

Memo

To: Dr. Mike Simpson and Guthrie Board of Education Members

From: Dr. Michelle Chapple, CFO *Michelle Chapple*

Date: August 14, 2023

Re: Arvest Bank Purchase & Fuel Credit Cards

Our financial records show that during 2021-2022 the district spent \$62,735.59 in credit card expenses and received a rebate of \$195.12 and in 2022-2023 we increased purchases by 23% to \$77,390.20 with \$252.38 in rebates equating to .003% for both years through our OSSBA purchase card program.

The district has the opportunity to receive 1% in rebates for purchases made using credit cards through Arvest Bank along with a dedicated .5% for fuel purchases. To position the district to acquire more savings in real time at the end of each month, I would like to request a transition from Prosperity Bank to Arvest Bank effective immediately.

The advantages of partnering with Arvest Bank will offer the district a greater leverage on using the credit cards for expenses such as utilities, travel or products where vendors do not accept purchase orders giving our staff more flexibility to save the district costs with progressive vendors.

OKLAHOMA DEPARTMENT OF CAREER AND TECHNOLOGY EDUCATION
 NOTICE OF ALLOCATION
 OF STATE PROGRAM ASSISTANCE & SALARY SUPPLEMENTS FOR FY 24

SUPERINTENDENT
 GUTHRIE SCHOOL SYSTEM
 802 E VILAS
 GUTHRIE, OK, 73044

TYPE OF AID	Project Code	Revenue Code	Amount
Program Assistance	412	3812	
3.00 AG EDUCATION			\$39,000.00
2.00 FAM AND CONSUMER SCIENCES			\$16,000.00
2.00 SCIENCE TECHNOLOGY ENGINEERING AND MATH			\$19,000.00
Summer Salary	411	3811	
3.00 AG EDUCATION			\$23,760.00
State Teacher Supplement	411	3811	
3.00 AG EDUCATION			\$7,800.00
2.00 FAM AND CONSUMER SCIENCES			\$4,400.00
2.00 SCIENCE TECHNOLOGY ENGINEERING AND MATH			\$4,400.00
Total:			\$114,360.00

NOTE: Please provide a copy of this report to your business manager, local director, person responsible for OCAS coding and school principal where these programs are located

Questions regarding this Notice of Allocation should be directed to Valerie McBane at 405-743-5458

I hereby certify that the above allocations are made in accordance with the Oklahoma School Code.

 Lisa Batchelder
 Chief Financial Officer
 Oklahoma Department of Career and Technology Education

7/18/2023 10:54 AM

 Date

**OKLAHOMA DEPARTMENT OF CAREER AND TECHNOLOGY EDUCATION
 CONTRACT FOR SECONDARY CAREER AND TECHNOLOGY EDUCATION PROGRAM(S) FOR SCHOOL YEAR 2023-2024**

It is understood and agreed that Oklahoma Career and Technology Education funds will be used to assist in the development and maintenance of a Career and Technology Education program that meets the standards, provisions, and requirements contained in the State Plan for Career and Technology Education, the CareerTech state rules and regulations, and policies pertaining to Career and Technology Education, state laws, and federal policies pertaining to Career and Technology Education. The aforementioned district will provide the funds necessary for quality programs and report such expenditures to the Oklahoma Department of Career and Technology Education (ODCTE). All programs supported under this contract have been coordinated with other training agencies and institutions in the area.

It is also understood and agreed that necessary records shall be kept, and all reports required by the State Board shall be submitted to the appropriate area of ODCTE by the established due date. The Salary and Teaching Schedule, **due by September 30, 2023** is one of these reports and is considered a part of this contract in addition to CESI Enrollment and Follow-Up reports. Those programs delinquent in submitting accurate reports are subject to having reimbursement withheld or withdrawn by ODCTE.

The program(s) on the listed attachment shall have an established local advisory committee to assist in their development and/or direction.

The teacher(s) of the program(s) listed herein shall have a valid teaching certificate in the specific subject matter area. Other Career and Technology Education personnel involved in the delivery of the programs listed shall meet the minimum requirements for the duties and responsibilities for which funds are requested.

It is understood that program(s) provided for in this contract, as indicated on the list of programs included with this contract, and the Salary and Teaching Schedule, shall be operated for ten or twelve calendar months. Ag Education is a twelve (12) month program. All other CTE programs follow the school calendar. Should any program(s) not be operational for the entire period and led by a certified instructor(s) as indicated on this contract, it is understood that funding will be reduced proportionately.

Program assistance funds received from ODCTE shall be spent on CareerTech programs and will be coded to 412. Salary supplement received from ODCTE shall be coded to 411.

Furthermore, the aforementioned school district certifies that all such program(s) listed in this contract are open with respect to equal access to males and females and that disabled students who, under the direction of a planning committee apply for admission, are provided Career and Technology Education as specified in the Individual Education Plan (IEP) as appropriate.

This contract, once signed and completed, should be returned to emilia.contardi@careertech.ok.gov **no later than September 30, 2023**.

Approved:

Brent Haken, State Director	Date
Guthrie School System	Date
District Name (please print)	

By submitting this document, it is understood and agreed that signatures are digitally signed by individuals listed and validation is available within the CTIMS system. The signing person is a trusted signer and the content has not been changed or tampered with since it was digitally signed.

Sales Quote - This is Not An Invoice

 Prepared By: Mithu Singh
 Customer Name: Guthrie Independent School District 1
 Contract Term: 12 Months
 Start Date: 1-OCT-2023
 End Date: 30-SEP-2024
 Billing Frequency: Annually

 Customer Contact: Dee Benson
 Title: Director
 Address: 802 E. Vilas
 City: Guthrie
 State/Province: Oklahoma
 Zip Code: 73044
 Phone #: (405) 282-5959

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-OCT-2023 - 30-SEP-2024				
License and Subscription Fees				
Mizuni Integration Suite		1.00	Students	USD 6,945.12

 License and Subscription Totals: **USD 6,945.12**
Quote Total

Initial Term	1-OCT-2023 - 30-SEP-2024
Amount To Be Invoiced	USD 6,945.12

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Guthrie Independent School District 1

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 18-APR-2023

Date:

PO Number: _____

MEMORANDUM:

TO: Members of the Board of Education and Dr. Mike Simpson,
Superintendent

FROM: Angie Young, Director of Special Education

SUBJECT: Special Services Agreement with United Community Action Head Start

DATE: August 2, 2023

Attached is an agreement with United Community Action Head Start to provide Special Education Services to eligible students ages 3-5. Through this agreement, Head Start personnel will participate in the referral, assessment, eligibility and IEP development of eligible students. Head Start will also provide services for students placed in the program by their IEP team. Through this agreement, Guthrie Public Schools will provide assessment and special education services to eligible students. This agreement does not place any additional financial expenses on Guthrie Public Schools. Federal regulations require Guthrie Public Schools to provide these special education services to all eligible children ages 3-5. Head Start is required to have this agreement with the local school district.

**Memorandum of Understanding
Between
United Community Action Program Head Start and
Guthrie Public Schools
2023-2024**

This Memorandum of Understanding is entered into by and between United Community Action Program Head Start and Guthrie Public Schools to improve the availability and quality of services to Head Start Children and families in our community.

The purpose of this memorandum is for coordination of services between Head Start and the local public school for our preschool aged children and families.

UCAP Head Start is mandated under the “Improving Head Start for School Readiness Act of 2007” section 642 (e) (5) to collaborate and coordinate with public entities to the extent practicable.

UCAP Head Start has identified activities in which services between Head Start and the public school may appease this provision in a unified manner.

Both parties will engage in an ongoing system of communication to ensure all eligible children and their families have access to quality early childhood educational experiences.

The UCAP Head Start Program along with the public school will provide the following roles and responsibilities in this collaborative agreement.

These activities will include; but not limited to:

- a) Share the UCAP School Readiness Goals
UCAP will provide along with this MOU a copy of our School Readiness Goals
- b) Join in Recruitment/Pre-Enrollment events
Staff will inform parents of upcoming enrollment time as notified by the public school
- c) Share information as needed for children transitioning into public school with written consent from parent.
Staff will gather written consent from parents as to what documents is needed by the Public school for enrollment such as birth certificate, immunization record, etc.
- d) Invite Kindergarten teacher to speak at parent meeting in UCAP Head Start
Staff will inform the public school on a scheduled time for a representative, preferably a kindergarten teacher, to come and provide parents as to what is to be expected in their child’s next level of education.
- e) Joint staff training sessions when allowable to establish camaraderie between school and Head Start personnel
UCAP staff will collaborate with public school administrators on training that would be of interest to both parties for joint attendance.
- f) Share information with parents about events occurring at the public school via flyers or notes

UCAP staff will disseminate any flyers or notices from the public school informing parents of events they would be welcome to attend

- g) Plan tours for Head Start children and parents to visit public school and get acquainted with public school personnel and the view the facility.

UCAP staff will coordinate with public school personnel for a time for tours or visits to occur.

Approved By:

Kim Rice
UCAP Head Start Director

Guthrie
Public School Superintendent

**SPECIAL SERVICES AGREEMENT BETWEEN
United Community Action Head Start & Guthrie Public Schools
2023-2024**

This is a local agreement between Guthrie Public Schools, hereinafter referred to as the local education agency (LEA), and United Community Action Head Start Program, hereinafter referred to as the local Head Start Program. The following information states the roles and responsibilities of parties regarding Head Start Program eligible children ages three through five identified as having disabilities in accordance with procedures established by the Oklahoma State Department of Education, Special Education Services (OSDE/SES) and by the Head Start Program Performance Standards (45 CFR 1304 Chapter XIII 1302). These regulations are promulgated under federal and state laws governing the education of children with disabilities.

This agreement is to describe the responsibilities of each entity, outline areas of cooperation and provide guidance for local cooperation, and coordination between and among all aforementioned parties in the implementation of the Disabilities Education Improvement Act (IDEA) 2007 and (45 CFR Chapter XIII), Head Start Program Performance Standards: 42 U.S.C. 9801 et seq., subchapter B of 45 CFR Chapter XIII is revised, 2016). Pertinent contact information for all agencies is included as Attachment A.

For the 2023-2024 School Year, Guthrie Public Schools will utilize: Developmental Delay , or Categorical, _____, eligibility for Head Start age children.

Guthrie Public Schools is _____ is not using Response to Intervention (RTI) for Head Start aged (3-5) children.

I. LEA RESPONSIBILITIES:

- A. The LEA ensures that IDEA Part B, Section 619, (preschool) funds received for the provision of services to eligible children with disabilities ages three through five who are served in the Head Start Program are expended in accordance with the requirements of the IDEA. Funds may be used for, but are not limited to, the following: cost of evaluation; materials and supplies; contractual arrangements for services when the Head Start Program has a qualified provider and/or the provision of qualified providers for IDEA Individualized Education Program (IEP) services.
- B. Upon referral from the Head Start Disabilities Services Manager or designee, the LEA shall provide a multidisciplinary team evaluation, when appropriate, for determination of the need for special education and related services under the IDEA.
- C. The LEA shall be responsible for the provision of procedural safeguards including due process and mediation procedures for any child determined to be eligible under the IDEA and enrolled in the Head Start Program.

- D. The LEA shall provide, through prior written notice of meetings, that the appropriate Head Start Program representative be directly involved and receive appropriate documentation throughout the process of referral, evaluation, IEP development, and/or placement of children with disabilities enrolled in the Head Start Program.
- E. The LEA shall ensure the provision of appropriate special education and related services to those eligible children with disabilities under IDEA enrolled in the Head Start Program. All IDEA services for which the child is eligible will be documented on the IEP with the responsible person(s)/agency specified for the provision of each service.
- F. The LEA will maintain and submit to the OSDE/SES the annual child count of IDEA eligible preschool children with disabilities served in the LEA and by the Head Start Program.

II. LOCAL HEAD START RESPONSIBILITIES:

- A. The Head Start shall provide screening and assessment for all children enrolled in the Head Start as required by Head Start Program Performance Standards 45 CFR 1304 and 1308, participate in Child Find activities under the IDEA with the LEA, and in coordination with the LEA shall provide parents with their rights under these programs.
- B. The Head Start shall provide all Head Start services to any child enrolled in Head Start who meets eligibility requirements in accordance with the Head Start Program Performance Standards.
- C. A Head Start representative will participate in the LEA referral procedures, multidisciplinary evaluation, IEP development, and implementation of the portions of the IEP's identified for the Head Start Program, and the IEP review as appropriate.
- D. The Head Start will provide a support system for families and children with disabilities through training, information dissemination and involvement in the program as well as collaboration with the LEA and other community services.
- E. The Head Start Disabilities Services Manager or designee shall work with the LEA for assurance of collaboration and coordination of services to preschool children with disabilities.
- F. The Head Start will provide the number of children receiving IEP services under the IDEA to the LEA for the child count report by October 1, annually.
- G. The Head Start agrees to provide and participate with the LEA in joint training of staff and parents as appropriate.

III. COORDINATION OF COST SHARING:

The local Head Start and Local Education Agency agreement will address planning of cost-sharing resources and funding to assure that integrated services are implemented in a manner which maintains State and Federal fiscal support for children with disabilities in these programs. The Head Start and the LEA agree to the following cost-sharing services (see Attachment B for examples)

IV. COORDINATION OF REQUIRED PAPERWORK:

To coordinate paperwork required by Head Start and the LEA special education program, the following process will be utilized:

- A. Parental consent must be obtained by the Head Start Program prior to referral to the LEA.
- B. The Head Start or the LEA will obtain parental consent for exchange of information between the two programs through use of the State of Oklahoma Standard Form: consent for Release of Confidential Information.
- C. The Head Start will release results of vision, hearing, developmental, health, and speech screenings as well as other relevant information as a part of the Head Start referral process developed in conjunction with the LEA.
- D. When Head Start refers a child for a multidisciplinary evaluation to the LEA, the LEA will first obtain parental consent, with assistance of the Head Start personnel as needed.
- E. The LEA special education program, with parental consent, will release copies of IDEA IEP's, multidisciplinary evaluations, multidisciplinary evaluation and eligibility team summary, necessary special education records and documentation of services provided to the Head Start.
- F. All personally identifiable information collected, used, or maintained by the Head Start will be kept in a secure manner, which prevents unauthorized access, in a central location adhering to confidentiality requirements under the Family Educational Rights and Privacy Act (FERPA) and state laws.

V. COORDINATION OF SCREENING:

In the coordination of screening between the Head Start and the LEA special education program, the following process is agreed upon:

- A. The LEA special education program and the Head Start will determine designated program personnel to be responsible for conducting screenings within each program to collaboratively implement requirements of the IDEA and Head Start Performance Standards (45 CFR 1308).
- B. This agreement will include the following time frame for completion of screening or transfer of information. The time frame includes the 45 calendar days timeline for screening of all children enrolled in the Head Start as mandated in the Head Start Performance Standards (45 CFR 1308).

One or more of the following methods has been considered: (Check one or more as appropriate)

- 1. Joint screening:-Screening will be conducted simultaneously by Head Start staff and LEA special education staff within the same location.
- 2. Shared staff: -Local implementation may incorporate coordination of shared staff (e.g., required vision, hearing, speech/language, health, and developmental screening may be conducted by the Head Start under Head Start Program Performance Standards, and the LEA special education program may complete required screening under the IDEA).
- 3. Shared Information-Screening will be provided for referrals as determined by both entities. Consent for release of information will be obtained at the time of screening.

VI. COORDINATION OF IEP REVIEW:

The Head Start and the LEA will conduct an IEP review at least annually or when a change of program or placement of a child is being considered. The parent, the Head Start staff or the LEA special education program staff at any time, may request a meeting. Procedural safeguards for notification will be followed.

VII. COORDINATION OF INSERVICE TRAINING:

The LEA and the Head Start program will agree to coordinate inservice training when feasible. Considerations for top priority training include:

1. IDEA procedural safeguards training for both entities
2. Overview of Head Start program requirements
3. Overview of LEA Special Education Program and requirements
4. Identified local training needs
5. Individual child needs.

VIII. TRANSITION

The LEA and Head Start Program will agree to coordinate transition of children with disabilities from the Head Start program to the LEA early in the school year of the child's last attending year in Head Start, no later than October. Meetings will be held between the LEA and Head Start program and child's family members in order to facilitate a smooth transition.

IX. RESOLUTION OF DISPUTE

In the event of disputes between the Head Start and the LEA special education program, the following process will be followed for resolution:

- A. The dispute will first be brought to the attention of the LEA special education director and the Head Start Director and/or the Head Start Disabilities Services Manager to seek resolution of the dispute.
- B. If the issue is not resolved, the matter will then be submitted in writing to the Head Start Director and the LEA special education director or the LEA superintendent to facilitate resolution.
- C. If the issue is not resolved, as described in section VIII.B, then the matter will be submitted in writing to OSDE/SES, for assistance in the resolution of any IDEA dispute between the Head Start and the LEA.
- D. If the issue is not resolved and is an issue under the Head Start Program Performance Standards 45 CFR 1308 the matter will be submitted in writing to the Administration on Children Families Region VI office or the American Indian/Alaska Native Programs Branch.

Signatures:

Head Start Director

Date

Superintendent, LEA

Date

**ATTACHMENT A:
CONTACT INFORMATION**

Head Start Program Name: UCAP, Inc.
United CAP Head Start Program Address: 501
6th Street, Pawnee, OK 74058
Head Start Director: Kim Rice
Head Start Director's
Email: krice@ucapinc.org

Head Start Disabilities Services Coordinator:
Heather Tennial
Head Start Disabilities Services Coordinator's
Email: h Tennial@ucapinc.org
Disabilities Services Coordinator Phone
Number: 918-762-2561 x327

Head Start Center Director: Sherry Howry
Head Start Site: 2700 S. Division,
Guthrie, OK 73044
HS center email: guthriehs@ucapinc.org
Guthrie Head Start Phone #: 405-282-1257
Head Start Site Fax Number 405-282-5247

LEA Superintendent: Dr. Mike Simpson
LEA Address: 802 East Vilas,
Guthrie, OK, 73044
LEA Superintendent's Phone Number:
405-282-8900
LEA Superintendent's Email Address
mike.simpson@guthrieeps.net

Oklahoma Head Start Collaboration Office
Paula Brown, Project Director
605 Centennial Blvd
Edmond OK 73013
Phone 405-949-1495
Fax 405-949-0955
Email: headstart@okacaa.org

ACF Federal Region VI Office
Kenneth Gilbert, Regional Program Manager
1301 Young Street, Ste 917
Dallas, TX 75202
Phone: (214) 767-9648
Fax: (214) 767-3743
Email: dallas@acf.hhs.gov

ACF/ACYF/Head Start Bureau/AI/ANPB
330 "C" Street, S.W., Room 2030 Main Office
Washington, D.C. 20047
Phone: (202) 205-8437
Fax: (202) 205-8436
AI/ANPB Toll-Free Phone: 877-876-2662

ATTACHMENT B:

EXAMPLES OF AREAS OF COST-SHARING

- Classroom assistants
- Transportation
- Adaptive equipment
- Assistive technology

UCAP, Inc. Head Start/Early Head Start
Permission for Referral to LEA/SoonerStart for Evaluation

Disabilities Services Coordinator info: Heather Tennial, 918-762-2561 x327

This form is completed in conjunction with the Release of Confidential Information
CFSUPP-3, with both being sent to LEA or SoonerStart office. Send e-mail from COPA referral to
htennial@ucapinc.org

Center: _____ Teacher: _____

Child's Name: _____ DOB: _____

I, _____, (do) _____ (do not) _____
(Parent/Guardian Name) (mark one)

hereby give _____ Head Start/Early Head
(Name of Head Start/Early Head Start Center)

Start permission to refer my child _____ to the
(Child's Name)

_____ Public Schools/SoonerStart for further evaluation
(Name of LEA or Local SoonerStart Office)

and possible special or early intervention services.

(Parent/Guardian Signature) (Date)

(Teacher Signature) (Date)

Head Start/Early Head Start Use Only

Screening Results

ASQ-3 Indicate Score/Cutoff for each area:

Communication: ___/___, Gross Motor: ___/___, Fine Motor: ___/___,

Problem Solving: ___/___, Personal-social: ___/___/

Comments: _____ Date _____

ASQSE Indicate Total Score/Cutoff Score _____ / _____ /Date _____

Hearing _____ / _____ /Date _____ Vision _____ / _____ /Date _____

(Indicate Child Results/Pass Results for both Hearing and Vision)

Physical _____ Date _____

(Most Recent)

Dental _____ Date _____

(Most Recent)

Other _____ Date _____

MEMORANDUM:

TO: Members of the Board of Education and Dr. Mike Simpson,
Superintendent

FROM: Angie Young, Director of Special Education

SUBJECT: Clinical Affiliation Agreement with Oklahoma City Community College
(OCCC)

DATE: August 2, 2023

Attached is a clinical affiliation agreement with OCC to provide clinical experience opportunities for college students, specifically those in the Speech Language Pathology Assistant program (SLPA). The student SLPA will be under supervision of a Guthrie Public Schools Speech Language Pathologist as they provide speech therapy to students with communication delays.



OKLAHOMA CITY COMMUNITY COLLEGE

CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (“Agreement”) is made and entered between **Oklahoma City Community College** (hereinafter referred to as “SCHOOL”) and **Guthrie Public Schools** (hereinafter referred to as “FACILITY”), (collectively, the “Parties”).

RECITALS

A. SCHOOL provides the health professions educational program(s) (the “Program”) for its students as described in **Exhibit A**.

B. FACILITY operates the healthcare facilities identified in **Exhibit A** and is willing to make such facilities available to SCHOOL’s students in the Program.

C. SCHOOL desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in such healthcare facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

1. GENERAL RESPONSIBILITIES.

1.1. FACILITY shall provide the clinical experience for the students in the SCHOOL’s Program (the “Student(s)”) at the FACILITY properties identified in **Exhibit A** as set forth in this Agreement, at the dates and times only as mutually agreed to by the Parties. To the extent that the details in **Exhibit A** change due to additional Programs, facilities, or types of Students added under this Affiliation Agreement, the Parties may create additional versions of **Exhibit A**, to be signed by authorized representatives of the Parties and incorporated herein, without the need for a new Agreement or Amendment to this Agreement.

1.2. The Students shall be regularly enrolled students in the SCHOOL’s Program and meet any educational requirements of the SCHOOL before participating in the clinical training at the FACILITY. Students shall be held accountable to both the FACILITY and the SCHOOL to comply with all rules and regulations of the FACILITY.

2. SCHOOL RESPONSIBILITIES.

2.1. The SCHOOL shall be responsible for the following with respect to the Program: the delineation of the academic curriculum; the provision of instructors; awarding any certification or degree in the Program; maintaining appropriate accreditation; and compliance with the applicable laws and rules with respect to operation of the Program.

2.2. The SCHOOL shall be responsible for the selection, placement, and/or removal, and grading of Students placed with FACILITY for their clinical experience. The SCHOOL shall be responsible for ensuring that the Students are qualified to participate in the clinical rotation at FACILITY.

2.3. Prior to placing Students at FACILITY, the SCHOOL shall transmit to FACILITY the name(s) of the Students and any other requested information required by FACILITY.

2.4. The SCHOOL shall instruct participating Students and School Instructors that they are required to provide proof to the FACILITY that they have received:

- 2.4.1. A complete Hepatitis B vaccination series of three (or waiver);
- 2.4.2. Two negative PPD readings or chest x-ray with clear for public contact letter;
- 2.4.3. MMR vaccinations or positive titers;
- 2.4.4. Varicella vaccinations or titer;
- 2.4.5. Tdap adult booster;
- 2.4.6. Drug testing results;
- 2.4.7. Background check results;
- 2.4.8. Current American Heart Association – Basic Life Support (CPR) certification;
and
- 2.4.9. Annual education to include HIPAA, BBP, Sexual Harassment and any other FACILITY required basic infectious disease review.

Any exception to this provision must be approved by the FACILITY before placement of the Student.

2.5. The SCHOOL shall instruct Students that they are not permitted to:

- 2.5.1. Double-check medications or blood products;
- 2.5.2. Begin or discontinue blood products, chemotherapy, or experimental drugs or therapies;
- 2.5.3. Accept orders from physicians or other health care professionals, whether in-person, by phone, or otherwise; or
- 2.5.4. Contact physicians or any others to obtain orders.

2.6. The SCHOOL shall require the Students to have transportation to and from the FACILITY, to arrive and depart promptly, and to park in areas designated.

2.7. The SCHOOL shall submit in writing to FACILITY the name of the person(s) designated as the SCHOOL's Clinical Coordinator whose responsibilities shall be to act as liaison between the SCHOOL and FACILITY in the development and execution of the clinical program, and to engage in such other activities as are of mutual concern in the provision of student training. If instructors ("School Instructors") are present at the FACILITY during the Students' clinical experience, the responsibilities of the School Instructors, if applicable, shall be identified in **Exhibit A**. SCHOOL is responsible to ensure that any such School Instructors shall be appropriately licensed and qualified to supervise Students, in accordance with all applicable

laws, and shall meet any other requirements as identified by FACILITY, including the those in Section 2.4 herein.

2.8. The SCHOOL shall, upon the written request of FACILITY, withdraw any Student who: (1) fails to properly perform as a student of the Program or whose conduct otherwise interferes with the staff relationships or primary mission of FACILITY; and/or (2) violates any FACILITY policy or procedure and/or the professional ethics of FACILITY as they relate to patients, visitors, or FACILITY personnel. The SCHOOL may also discontinue the assignment of any Student at FACILITY at any time during the term of this Agreement in accordance with established SCHOOL rules and regulations.

2.9. The SCHOOL shall be responsible to promote appropriate conduct of the Students and School Instructors during clinical training and compliance with applicable FACILITY policies and procedures, state and federal laws, and requirements of the Joint Commission.

2.10. The SCHOOL is the employer of the School's appointed Clinical Coordinator and its School Instructors. The SCHOOL shall be responsible for their compensation, benefits payable, and withholdings required by law.

3. FACILITY RESPONSIBILITIES.

3.1. FACILITY shall be responsible for the clinical experiences of the Students assigned hereunder. Such Students shall be subject to the supervision, direction, and control of FACILITY while performing their assignments.

3.2. FACILITY shall inform SCHOOL of the number of Students that FACILITY can accept and shall accept Students selected by the SCHOOL for clinical assignments in accordance with mutually agreed to schedules.

3.3. FACILITY shall provide clinical education for Students in accordance with the educational objectives, learning experiences and performance expectations established and mutually agreed to by the SCHOOL and FACILITY.

3.4. FACILITY shall provide orientation to the Students and any School Instructors, as appropriate, subsequent to placement of the assigned Students.

3.5. FACILITY shall designate one or more individuals with sufficient training whose responsibilities shall be to act as liaison between the SCHOOL and FACILITY in the development and execution of the clinical program ("FACILITY Coordinator"). The FACILITY may also designate one or more employees to serve as Instructors.

3.6. The FACILITY shall provide the School Instructor with copies of the FACILITY's policies, rules, regulations, and procedures applicable to the Student and School Instructor participation in clinical activities.

3.7. The FACILITY shall permit the SCHOOL and its accreditation agencies to visit, tour, and inspect the facilities and records relating to the clinical activities hereunder on reasonable notice during the Facility administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the Facility, and minimizing disruption or interference with Facility operations, including patient care activities.

3.8. The FACILITY shall make its classrooms, conference rooms and library facilities available to the SCHOOL for the Clinical Rotations, without charge, subject to availability and Facility policies regarding use of its facilities.

3.9. The FACILITY shall provide parking in designated areas for Students and School Instructors.

3.10. Students shall assist in performing services for patients only when under the supervision of a qualified School Instructor and/or FACILITY employee. Students shall assist, perform assignments, and participate in other educational activities at the discretion of their supervisors designated by FACILITY. Students are trainees and do not replace University staff.

3.11. FACILITY has the right to refuse use of its facilities to any Student for clinical assignment for any lawful reason. FACILITY may also require the discontinuance of the assignment of a Student for any lawful reason upon prior written notice to the SCHOOL.

3.12. FACILITY shall provide or arrange for immediate emergency health care as required to Students who are injured or become ill at FACILITY during the clinical training. The cost of such care shall be the responsibility of the Student. FACILITY is not required to provide any ongoing or follow-up care for the Student.

3.13. FACILITY shall maintain sufficient administrative and professional control over the supervision of the Students and School Instructors, if applicable, to ensure that the continuity and quality of care to patients and/or other FACILITY clients is maintained. FACILITY shall not decrease the normal number of staff as a result of this Agreement.

4. TERM AND TERMINATION.

4.1. The term of this Agreement shall become effective as of the date fully executed and shall continue in effect for five (5) years unless terminated earlier.

4.2. Unless earlier terminated, this Agreement will be automatically extended for a period of up to one hundred twenty (120) days from the five (5) year expiration date to allow additional time to complete the Parties' execution of a subsequent written agreement, as then may be mutually agreed.

4.3. Notwithstanding any other provision to the contrary, either Party upon at least ninety (90) days' prior written notice to the other Party may terminate this Agreement without cause at any time. In the event of termination without cause by FACILITY, FACILITY will attempt to extend the effective date of termination to allow for completion of the current Students' rotation.

4.4. In the event of a material breach of this Agreement, the aggrieved Party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching Party. If the breach is not cured, the Agreement shall terminate at the end of the thirty-day period.

5. INSURANCE.

5.1. SCHOOL shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:

5.1.1. Educator Legal Liability Insurance coverage for its employees and officers, as required by the State of Oklahoma Office of Risk Management for public institutions of higher education, subject in all respects to the limitations, defenses and other provisions of the Oklahoma Governmental Tort Claims Act and all applicable laws. SCHOOL shall further require Students to maintain student liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Upon request, the SCHOOL shall arrange to provide a certificate of student liability insurance coverage to the FACILITY evidencing student liability coverage and request the insurer to notify the FACILITY at least thirty (30) days in advance of any cancellation or nonrenewal.

5.1.2. General Liability Insurance or Self-Insurance as required by the State of Oklahoma Office of Risk Management for public institutions of higher education, subject in all respects to the limitations, defenses and other provisions of the Oklahoma Governmental Tort Claims Act and all applicable laws.

5.1.3. Workers' Compensation Insurance as required under Oklahoma law.

5.2. FACILITY shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining coverage as follows:

5.2.1. Professional Medical and Hospital Liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.

5.2.2. General Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.

5.2.3. Workers' Compensation as required by the law of the State wherein the FACILITY is located.

5.2.4. FACILITY shall provide a certificate of insurance coverage to the to the SCHOOL evidencing liability coverage and request the insurer to notify the SCHOOL at least thirty (30) days in advance of any cancellation or nonrenewal.

6. LIABILITY LIMITATIONS.

6.1. The SCHOOL shall be responsible for the negligent or intentional acts or omissions of its officers, directors, and employees subject to the defenses, limitations and provisions of the Oklahoma Governmental Tort Claims Act and all applicable laws of the State of Oklahoma.

6.2. The FACILITY shall defend, indemnify, and hold the SCHOOL, its officers, directors, employees, and agents harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the FACILITY, its officers, directors, agents, or employees.

7. DISCRIMINATION – PROHIBITION.

SCHOOL and FACILITY agree not to discriminate in the selection or acceptance of any Student or in the performance of this Agreement because of gender, race, color, ethnic or national origin, religion, age, ancestry, disability, genetic information, military status or veteran status, including employment of disabled veterans and veterans of the Vietnam Era, as required by applicable laws and regulations, sex, sex stereotypes, gender identity, gender expression, sexual orientation, and pregnancy or parenting status, within the limits imposed by law.

8. PATIENT RECORDS.

All of FACILITY's medical records and charts created at the FACILITY as a result of performance under this Agreement shall be and shall remain the property of FACILITY. SCHOOL understands and agrees that it will help ensure all of its Students (and School Instructors if applicable) rotating through the FACILITY are aware of the responsibility to maintain the confidentiality of all patient medical records and charts in accordance with FACILITY policies and procedures and all applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA"). SCHOOL agrees that Students (and School Instructors if applicable) shall be required to attend any FACILITY training or education required to comply with HIPAA or other applicable laws.

9. STUDENT RECORDS.

Should SCHOOL provide confidential information from student records to FACILITY, including "personally identifiable information" as defined in the Family Educational Rights and Privacy Act (FERPA), the FACILITY certifies that it shall maintain its confidentiality and that it shall not redisclose such personally identifiable information except as permitted by FERPA or other applicable law.

10. INTERRUPTION IN SERVICE.

Either Party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, pandemics, earthquakes, or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable

interruption. In the event the interruption of a Party's performance continues for a period in excess of thirty (30) days, the other Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other Party.

11. NO ASSIGNMENT.

Neither Party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.

12. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

13. WAIVER.

Waiver by either Party of any breach of any provision of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

14. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both Parties. SCHOOL and FACILITY agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

15. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of Oklahoma without giving effect to conflict of laws provisions. The Parties agree that the State District Courts of Oklahoma, Oklahoma County shall have exclusive jurisdiction over the Parties, claims, and disputes arising from the execution, enforcement and performance of this Agreement, with venue of all such actions solely in Oklahoma City, Oklahoma.

16. ENTIRE AGREEMENT.

This Agreement, including Exhibits, contains all the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersede any prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.

17. NO THIRD PARTY BENEFICIARY.

This Agreement shall not confer any right or benefit upon, or permit enforcement of any provision by anyone other than the Parties to this Agreement.

18. NO EXCLUSION.

SCHOOL and FACILITY respectively represent and warrant, each on its own behalf, that it is not: (1) currently excluded, debarred, or disqualified by any federal governmental agency or program or otherwise ineligible from receiving federal contracts or assistance; (2) presently on the exclusion database of the Office of the Inspector General or the Government Services Administration; or (3) convicted of a criminal offense related to the provision of health care.

19. COUNTERPARTS

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile or pdf transmission shall be deemed originals.

IN WITNESS WHEREOF, this Agreement is executed by and on behalf of the Parties hereto on the dates indicated below.

SCHOOL

FACILITY

Oklahoma City Community College
7777 S. May Avenue
Oklahoma City, Oklahoma 73159
405-682-1611

Guthrie Public Schools
802 Vilas
Guthrie, OK 73044
405-282-8900

BY: _____
Dr. Kathy Wheat

BY: _____
Angie Young

TITLE: _____
Dean of Health Professions

TITLE: _____
Director of Special Services

DATE: _____

DATE: _____

EXHIBIT A

1. Type of Program(s) offered by SCHOOL covered under this Agreement:

A. Subject Area:

B. Degree Awarded:

Associates Degree

Other: _____

2. Health System facilities covered under this Agreement:

Outpatient Clinics (location): _____

3. Rotation Description:

Clinical care of patients

Yes

No

Administrative rotation

Yes (describe): _____

No

4. School Instructors:

A. School Instructors present at FACILITY:

Yes

No

B. Requirements for SCHOOL Instructors:

SCHOOL Representative:

Shelly Tevis

Title: Director of Operations

Date: _____

FACILITY Representative:

Title: _____

Date: _____

MEMORANDUM:

TO: Members of the Board of Education and Dr. Mike Simpson, Superintendent

FROM: Angie Young, Director of Special Education

SUBJECT: Max Teaching, INC.

DATE: August 7, 2023

Attached is a quote from Max Teaching, Inc. to provide professional development to high school teachers. The goal is to equip all teachers to better engage all students and those with special needs. This training will be funded with Continuous Improvement Plan (Project 515 Budget) Funds and will not cost the district.

MAX Teaching, Inc.**QUOTE**

176 Lairds Crossing Road
 Worthington PA 16262

EIN 35-2580086

Customer:

Guthrie Public Schools
 802 East Vilas
 Guthrie , OK 73044

QUOTE NUMBER	23908
QUOTE DATE	July 24, 2023
Date of Service	September 18, 2023
Purchase Order NO.	
TERMS	Net 30
Consultant	Todd Luke
Contact Person	Angie Young

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Day of Staff Development	3,000.00	\$1,500.00
70	Books MAX Teaching with Reading and Writing 2nd Edition	36.00	\$2,520.00
1	Travel Hotel	200.00	
210	Mileage	0.625	\$131.25
		SUBTOTAL	4,151.25
		Shipping	208.00
			\$4,359.25
			Amount Due

DIRECT ALL INQUIRIES TO:
 Todd Luke
 724-859-5968
 email:todd@maxteaching.com

MAKE ALL CHECKS PAYABLE TO:
 MAX Teaching Inc.
 176 Lairds Crossing Road
 Worthington, PA 16262

THANK YOU FOR YOUR BUSINESS!

MEMORANDUM:

TO: Members of the Board of Education and Dr. Mike Simpson, Superintendent

FROM: Angie Young, Director of Special Education

SUBJECT: NWEA Screening and Training

DATE: August 7, 2023

Attached is a quote from NWEA for the MAP Growth Progress Monitoring program for high school students with special needs. Included in the quote is 2 hours of professional development training. This program will be funded with Continuous Improvement Plan (Project 515 Budget) Funds and will not cost the district.



NWEA, a division of Houghton Mifflin Harcourt Publishing Company

Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
Start Date: 07/01/2023
End Date: 06/30/2024

Created Date: 07/26/2023
Quote Number: 00086843
Agency Code: 9595

Prepared By: Vicky Billings
Phone:
Email: vicky.billings@nwea.org

Contact Name: Angie Young
Phone: (405) 282-8900 x8950
Email: angie.young@guthrieps.net

Bill To Name: Guthrie School District
Bill To Address: 802 East Vilas
Guthrie, OK 73044

Ship To Name: Guthrie School District
Ship To Address: 802 E Vilas Ave
Guthrie, OK 73044

Table with 7 columns: Product, List Price, Sales Price, Quantity, Total Price, Item Discount. Rows include MAP Growth K-12, Virtual (2-hour session, up to 30 participants), and MAP Growth Basics for Teachers.

Quote Discount -\$160.00
Quote Subtotal \$3,420.00
Estimated Tax \$0.00
Grand Total \$3,420.00

Terms and Conditions

This Schedule A is subject to the terms and conditions located at: https://legal.nwea.org/ (the "Agreement") for the Products and Services listed above.

OPSRC Program Terms. Subscriber, as an OPSRC Member, grants NWEA permission to provide aggregate, non-personally identifiable MAP® Growth assessment data to OPSRC for the Services Periods (2023-2024, 2024-2025, and 2025-2026).

General. Product and Onsite/Virtual Services-specific terms are located at: http://legal.nwea.org/msa_supplemental_terms.pdf.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address or specify changes to your Account Manager.



NWEA a division of Houghton Mifflin Harcourt Publishing Company

Signature

Signature: _____

Printed Name: _____

Date: _____

Title _____

Attachment 1**OPSRC Program Terms**

To help fund your NWEA MAP® Growth purchase, your school district is eligible for a subsidy.

This subsidy is limited to the annual Services Periods (2023-2024, 2024-2025, and 2025-2026). The price per student license for each year is as follows:

- **Year 1:** District pays \$5.50 per student license; OPSRC pays or subsidizes \$8.00 per license; if minimum license is purchased, 75% of the cost subsidized
- **Year 2:** District pays \$7.50 per student license; OPSRC pays or subsidizes \$6.00 per license; if minimum license is purchased, 50% of the cost subsidized
- **Year 3:** District pays \$9.50 per student license; OPSRC pays or subsidizes \$4.00 per license; if minimum license is purchased, 25% of the cost subsidized
- **Year 4 and beyond:** District pays \$13.50 per student license if MAP® Growth license quantity reflects 75% or more of total K-12 student enrollment within district; no OPSRC subsidy available. (List price for MAP® Growth is \$14.50)

For the avoidance of doubt, the first year the Subscriber as an OPSRC Member (i) enrolls in the OPSRC Program; and (ii) executes an Agreement with NWEA to subscribe to MAP® Growth will be **Year 1**. Each subsequent year the OPSRC Member renews will be **Year 2** or **Year 3** respectively, so long as the Memorandum of Understanding between NWEA and OPSRC is in effect and the renewal occurs within one of the Services Periods stated herein.

For example, during the first year a Subscriber enrolls (**Year 1**), and that single Subscriber school within a larger district joins OPSRC, as an OPSRC Member and partners with NWEA to purchase MAP® Growth, the next year (**Year 2**), if all the schools within that same OPSRC Member district joins OPSRC and partners with NWEA, the entire OPSRC Member district is now eligible for the OPSRC **Year 2** subsidy. Similarly, during the first year a Subscriber enrolls (**Year 1**), that single Subscriber school or district as an OPSRC Member is now eligible on its own for the OPSRC **Year 2** subsidy.

The OPSRC Program may be terminated by either NWEA or OPSRC prior to the conclusion of **Year 2** (2025) by either party signing a written letter of termination opting out of the OPSRC Program. In such event, subsidies for eligible OPSRC Member Subscribers' MAP® Growth and/or MAP® Reading Fluency licenses will be available only through the end of the then-current academic year (i.e., **Year 1**, **Year 2**, or **Year 3**) prior to the termination.

SICK LEAVE BANK – CERTIFIED PERSONNEL

All new members to the certified staff are afforded the opportunity to participate or not participate in the Sick Leave Bank Program. Employees electing to participate will contribute one (1) day of their accumulated sick leave benefits to the Sick Leave Bank. Any certified employee requesting exemption from the Sick Leave Bank shall not be entitled to receive benefits from the Sick Leave Bank.

New certified employees will not be offered future opportunities to participate in the Sick Leave Bank. New certified staff will be afforded the opportunity to participate in the Sick Leave Bank within 30 days of employment. Thereafter, the employee shall not have the opportunity to participate in the Sick Leave Bank.

Inquiries concerning the Sick Leave Bank Policy should be referred to the Director of Personnel.

WHAT IS A SICK LEAVE BANK?

The Guthrie Public School District has created a Sick Leave Bank for the purpose of permitting certified employees of the school district to voluntarily transfer some of their sick leave to a Sick Leave Bank for the purpose of benefiting other certified employees who may be stricken with a catastrophic illness or accident in the immediate family and who may need additional sick leave because of such illness or accident. The following policies shall apply to the Sick Leave Bank.

Creation and Administration of the Sick Leave Bank

Participation by certified employees in the Sick Leave Bank is voluntary. All certified employees are afforded the opportunity to participate or not participate in the Sick Leave Bank Program. Each certified employee, electing to participate, will be assessed one day of his/her sick leave immediately. Any certified employees requesting exemption from participating in the Sick Leave Bank shall be deemed as non-participants and may not participate in or join the sick Leave Bank Program at any future date. Non-participants shall not be eligible to receive benefits from the Sick Leave Bank.

The minimum number of sick leave days in the bank at any time shall be 100. When the number of days in the bank falls below 100, certified employees participating in the Sick Leave Bank will be notified. Participating certified employees will be allowed, by written notice to the Personnel Director, to donate up to 5 days to the Sick Leave Bank. If the donation process does not cause the balance of days in the Sick Leave Bank to exceed the minimum, each certified employee participating in the Sick Leave Bank will be assessed one additional day of his/her sick leave balance to be placed in the Sick Leave Bank.

Persons experiencing a catastrophic illness or injury in the immediate family and qualifying to receive transfer of sick leave days from the Sick Leave Bank will not be required to replace these sick leave days except as a regular participating member of the Sick Leave Bank.

Qualifications and Procedures to Receive Sick Leave Days from the Sick Leave Bank Program

1. A certified employee may qualify to receive additional sick leave days from the Sick Leave Bank only if such employee has exhausted or will exhaust all earned sick leave due to an extraordinary or severe injury, illness, impairment or physical or mental condition in the immediate family which has caused or is likely to cause the employee to take leave without pay or to terminate employment. Qualification to receive the sick leave bank benefit will begin 365 days following the start of employment with the district. The Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certification by a licensed physician or health care practitioner verifying the severe or extraordinary nature of the illness and expected duration of the condition.

2. A Sick Leave Bank Screening Committee (hereafter referred to as "Committee") is hereby established as follows. ~~Seven~~ **Eight** members composed of one member from each building site in the Guthrie Public Schools System as follows:
1. Cotteral
 2. Fogarty
 3. **Central**
 4. **Charter Oak**
 5. Guthrie Upper Elementary
 6. Jr. High
 7. High School / Faver
 8. The **Executive** Director of Personnel **and Secondary Education** ~~Services for the District~~
- a. The Committee shall conduct as many meetings as it determines is necessary to review the written request and determine whether the request should be accepted or denied. The date and time of the first meeting will be determined by the Director of Personnel and the date and time of any subsequent meetings will be determined by the Committee.
 - b. After reviewing a request for a transfer from the Sick Leave Bank, the Committee shall determine by a vote of its members whether the request is accepted or rejected. If a majority of the members on the Committee vote in favor of accepting the request for the transfer of sick leave days from the Sick Leave Bank, then the recommendation of the Committee will be communicated to the Superintendent of Schools who will then direct that the days be transferred to the requesting party.
 - c. In the event that a majority of the members of the Committee do not vote to accept the written request, then the request shall be deemed to have been denied and the employee will be so notified in writing.
3. Sick leave days from the Sick Leave Bank shall not be transferred until the employee has exhausted all of his/her sick leave benefits **and any eligible maternity leave benefits** available through the Guthrie Public School System including the twenty (20) days provided by statute to certified staff with the cost of the substitute deducted. Days granted through the Sick Leave Bank shall be awarded without substitute deduction.
4. The maximum number of sick leave days which shall be transferred to an employee as a result of a catastrophic illness or accident in the immediate family from the Sick Leave Bank is 60 days for each such separate catastrophic illness or accident. A participating employee may initially request up to twenty (20) days from the Sick Leave Bank. If needed the employee may apply for additional twenty (20) day periods for a maximum of sixty (60) total days. This benefit is limited to 180 total days while employed by Guthrie Public Schools. Any employee exhausting this limit will be allowed to withdraw from the sick leave bank.

Definitions as Used in This Policy:

1. Immediate Family: Immediate family shall include: spouse, parent, step-parent, child, step-child, foster child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, or parent-in-law.
2. "Severe" or "Extraordinary" means serious, extreme or life threatening.

SICK LEAVE BANK – SUPPORT PERSONNEL

All new members to the support staff are afforded the opportunity to participate or not participate in the Sick Leave Bank Program. Employees electing to participate will contribute one (1) day of their accumulated sick leave benefits to the Sick Leave Bank. Any support employee requesting exemption from the Sick Leave Bank shall not be entitled to receive benefits from the Sick Leave Bank.

New support employees will not be offered future opportunities to participate in the Sick Leave Bank. New support staff will be afforded the opportunity to participate in the Sick Leave Bank within 30 days of employment. Thereafter, the employee shall not have the opportunity to participate in the Sick Leave Bank.

Inquiries concerning the Sick Leave Bank Policy should be referred to the Director of Personnel.

WHAT IS A SICK LEAVE BANK?

The Guthrie Public School District has created a Sick Leave Bank for the purpose of permitting support employees of the school district to voluntarily transfer some of their sick leave to a Sick Leave Bank for the purpose of benefiting other support employees who may be stricken with a catastrophic illness or accident in the immediate family and who may need additional sick leave because of such illness or accident. The following policies shall apply to the Sick Leave Bank.

Creation and Administration of the Sick Leave Bank

Participation by support employees in the Sick Leave Bank will be voluntary. Each support employee, electing to participate, will be assessed one day of his/her sick leave immediately upon the creation of the Sick Leave Bank. All eligible support employees will be afforded the opportunity to participate or not participate in the Sick Leave Bank Program. Any support employees requesting exemption from participating in the Sick Leave Bank shall be deemed as non-participants and may not participate in or join the Sick Leave Bank Program at any future date. Non-participants shall not be eligible to receive benefits from the Sick Leave Bank.

The minimum number of sick leave days in the bank at any time shall be 75. When the number of days in the bank falls below 75, support employees participating in the Sick Leave Bank will be notified. Participating support employees will be allowed, by written notice to the Personnel Director, to donate up to 5 days to the Sick Leave Bank. If the donation process does not cause the balance of days in the Sick Leave Bank to exceed the minimum, each support employee participating in the Sick Leave Bank will be assessed one additional day of his/her sick leave balance to be placed in the Sick Leave Bank.

Persons experiencing a catastrophic illness or injury in the immediate family and qualifying to receive transfer of sick leave days from the Sick Leave Bank will not be required to replace these sick leave days except as a regular participating member of the Sick Leave Bank.

Qualifications and Procedures to Receive Sick Leave Days from the Sick Leave Bank Program

1. A support employee may qualify to receive additional sick leave days from the Sick Leave Bank only if such employee has exhausted or will exhaust all earned sick leave due to an extraordinary or severe injury, illness, impairment or physical or mental condition in the immediate family which has caused or is likely to cause the employee to take leave without pay or to terminate employment. Qualification to receive the sick leave bank benefit will begin 365 days following the start of employment with the district. The Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certification by a licensed physician or health care practitioner verifying the severe or extraordinary nature of the illness and expected duration of the condition.

2. A Sick Leave Bank Screening Committee (hereafter referred to as “Committee”) is hereby established as follows. Five members composed of one member from each work classification in the Guthrie Public Schools System as follows:
 1. Food Service,
 2. Custodians, / Maintenance, / Transportation
 3. Secretaries, / Central Office Support Staff
 4. Teacher Assistants
 5. The Director of Personnel Services for the District
 - a. The committee shall conduct as many meetings as it determines is necessary to review the written request and determine whether the request should be accepted or denied. The date and time, of the first meeting, will be determined by the Director of Personnel and the date and time of any subsequent meetings will be determined by the Committee.
 - b. After reviewing a request for a transfer from the Sick Leave Bank, the Committee shall determine by a vote of its members whether the request is accepted or rejected. If a majority of the members on the Committee vote in favor of accepting the request for the transfer of sick leave days from the Sick Leave Bank, then the recommendation of the Committee will be communicated to the Superintendent of Schools who will then direct that the days be transferred to the requesting party.
 - c. In the event that majority of the members of the Committee do not vote to accept the written request, then the request shall be deemed to have been denied and the employee will be so notified in writing.
6. Sick leave days from the Sick Leave Bank shall not be transferred until the employee has exhausted all of his/her sick leave benefits **and any eligible maternity leave benefits** available through the Guthrie Public School System. Days granted through the Sick Leave Bank shall be awarded without substitute deduction. Support employees who are not eligible to earn sick leave shall not be eligible to access Sick Leave Bank days.
7. The maximum number of sick leave days which shall be transferred to an employee as a result of a catastrophic illness or accident in the immediate family from the Sick Leave Bank is 30 days for each such separate catastrophic illness or accident. A participating employee may initially request up to ten (10) days from the Sick Leave Bank. If needed, the employee may apply for additional ten (10) day periods for a maximum of thirty (30) total days. This benefit is limited to 90 total days while employed by Guthrie Public Schools. Any employee exhausting this limit will be allowed to withdraw from the sick leave bank.

Definitions as Used in This Policy:

1. Immediate Family: Immediate family shall include: spouse, parent, step-parent, child, step-child, foster child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, or parent-in-law.
2. “Severe” or “Extraordinary” means serious, extreme or life threatening.

PROFESSIONAL DEVELOPMENT

~~The Guthrie Board of Education has adopted a plan of professional development and expects each teacher to become familiar with, and meet the requirements of the plan. A copy of the current plan is in the library of each building.~~

The district's certified personnel must earn a minimum of five (5) points during each school year and accumulate a minimum of seventy-five (75) points during a five-year period. However, no more than a total of one hundred fifty (150) hours of local, state, or federal professional development or training shall be required for classroom teachers during any five-year period. These points will be authorized by prior approval of the activity by the superintendent and will follow the guidelines as established by the staff development committee and the board of education. The district shall keep a record of each staff development activity in the office of the Staff Development Committee.

The district shall require the superintendent or their designee to inform employees of their point status at the end of the first semester of school, so that any deficiencies in in-service points may be corrected. The Staff Development Committee will give the superintendent this total of individual points.

Teachers will be notified in writing at the end of the first semester of their points earned. At the end of the school year teachers will receive copies of total points earned for that year. They will also sign their record sheet. Teachers shall maintain written documentation of all their completed professional development.

For accounting purposes, staff development requirements by the local staff development plan, points must be in, on or before the last day of the current school year. A re-employment contract is contingent upon successful completion of the requirements of the local staff development policy. Points earned while teaching at another school may be transferred for credit at this institution.

Teachers must attend all meetings called or approved by the superintendent. Teachers are expected to attend those professional meetings for which they are given days off from school to attend. Local teachers meetings will be called as needed by the superintendent.

In addition to these requirements, all teachers will be required to participate in individual growth goals in accordance with the programs and guidelines established by the Oklahoma State Department of Education. These growth goals will be established in conjunction with a teacher's evaluation (regardless of whether a teacher is evaluated during a school year) but will not increase the required number of professional development points needed under this policy.

Reference: OAC 210:20-19-3; Okla. Stat. tit. 70, § 6-194.

DISTRICT WIDE PARENTAL INVOLVEMENT (Parent Bill of Rights)

The board supports parents' efforts to be involved in the district's education programs. This policy outlines the district's efforts to educate parents and support parent involvement in response to the 2014 Parents' Bill of Rights.

Parents have the right be involved in their minor child's education, including directing that education. Parents are encouraged to exercise their rights in conjunction with district guidance so as not to inadvertently impede their minor child's compliance with federal and state mandated requirements – including requirements related to graduation. Parents also have the right to review school records related to their minor child.

Parents generally have the right to consent prior to an audio or video recording being made of their minor child. This right does not preempt the district's right to make recordings (without specific parental approval) related to:

- safety, general order and discipline
- academic or extracurricular activities
- classroom instruction
- security/surveillance of the buildings or grounds
- photo ID cards

Parents have the right to receive prompt notice if their minor child is believed to be the victim of a crime perpetrated by someone other than the parent, unless law enforcement or DHS officials have determined that parental notification would impede the related investigation. These notice provisions do not apply to matters which involve routine misconduct typically addressed through student discipline procedures. School personnel will not attempt to encourage or coerce a child to withhold information from parents.

1. The district will promote parent participation at the site level with the goal of improving parent and teacher cooperation in areas such as homework, attendance and discipline. This will be accomplished through activities such as:
 - Parent teacher conferences
 - Back to school / meet the teacher nights
 - District sponsored webpages with class information available to parents
 - School newsletters
 - Remind 101 Text Messaging
 - Site Parent Nights / Activities / Programs
 - Homework Hotline

The district will inform parents about their children's course of study by disseminating this information:

- During annual enrollment
 - In student handbooks
 - On the district's webpage
2. Parents may review learning materials affecting their minor children's course of study, including supplemental materials, by making a request through the building principal.
 3. Parents who object to a learning material or activity may withdraw their minor child from the class or program in which the material is used. In order to withdraw a student, the parent must submit a written request, signed and dated by a parent, to the building principal. Parents who choose to withdraw their minor child from a required class are responsible for making alternate arrangements for the child to earn credit for the class.
 4. The district offers sex education in grades 5, 7 and 8. Parents who object to their minor child participating in the district's sex education program must submit a written notice, signed and dated by a parent, to the principal in order for their child to be excused from participation. Pursuant to the 2023 Oklahoma "Parents' Bill of Rights" (OAC 210: 10-2-

1, et seq.) sex or sexuality education means any class, program, curriculum, instruction, test, survey, questionnaire, course, or other instructional material that relates to sexual behavior, sexual attitudes, or sexuality, including but not limited to gender identity or sexual orientation. A written objection from a parent/guardian may object to sex or sexuality education or any other instruction questioning beliefs or practices in sex, morality, or religion. Students who are not participating in the district's sex education program will be permitted to study in the school library or office during sex education instruction.

5. If a teacher is going to provide instruction or presentations regarding sexuality in a course apart from formal sex education, the teacher will send written notice home to parents 10 days in advance of the presentation. Parents who object to their minor child's participation in such instruction may send a written request to the building principal to have the student excused from the presentation. Any such student will be permitted to study in the school library or office during the presentation.
6. Parents may learn about the nature and purpose of clubs and activities which are part of the school curriculum by reviewing student handbooks and the district's website. The district's extracurricular clubs and activities are also published in student handbooks, the district's policy manual, and are available on the district's website.
7. Parents have numerous rights and decision making responsibilities concerning their minor children. To assist parents in meeting these responsibilities and to fulfill its obligations under the 2014 Parent Bill of Rights, the district has compiled the following information for parents:
 - A. The district provides sex education to students in grades 5, 7 and 8. Parents may opt their student out of the district's sponsored sex education program by following the procedures established in item 4 above.
 - B. Parents who are not residents of the district may enroll their minor children in the district's schools in accordance with the district's open transfer policy. A copy of that policy is available in the superintendent's office.
 - C. The district utilizes a number of resources to educate students. Parents who object to an assignment based on sex, morality or religion may opt their minor child out of the assignment by following the procedures established in item 3 above.
 - D. ~~Students are generally required to receive a predetermined set of immunizations prior to enrolling in school and to receive additional boosters throughout enrollment in the district. This requirement may be waived if the parent submits a note from the minor child's physician stating that the child should be excused from the immunization for health reasons or if the parent submits a note objecting to the immunization of the child.~~
 A minor student is required to have (1) a current, up-to-date immunization record OR (2) a completed and signed state-approved exemption form. Either the up-to-date immunization record or a completed and signed state-approved exemption form must be on file with the district **prior** to the student's admission to the district. The exemption form shall specify that the student has received or is in the process of receiving the immunizations currently required by Oklahoma State Department of Health regulations, unless the exemption has been granted from the immunizations on medical, religious, or personal grounds or as otherwise required by law.

 The immunization requirements shall be posted on the district's website and in any notice or publication provided to parents/guardians regarding immunizations. The state-approved exemption form is available at the Oklahoma State Department of Health website, URL: <https://oklahoma.gov/health.html>.
 - E. Students are required to meet certain obligations in order to be promoted to a subsequent grade, particularly with regard to learning to read. Parents can learn about these requirements – including efforts the district will take in order to help students become successful readers – by reviewing the district's policies on Reading Sufficiency Act testing, and student promotion. Copies of these policies are available in the superintendent's office and on the district website.
 - F. Students are required to meet certain obligations in order to graduate from high school. Parents can learn about these requirements each year during course enrollment. This information is also available in student handbooks and on the Oklahoma State Department of Education's website (www.ok.gov/sde/).

- G. The district provides AIDS education for students in grade 7. Parents may opt their minor student out of this education by submitting a written request, signed and dated by a parent, to the building principal. Students who are not participating in the district's AIDS education program will be permitted to study in the school library or office during the scheduled instruction.
- H. Parents have the right to review student test results related to their minor student. Parents may review the results of classroom exams by contacting their child's teacher. Parents may review the results of state-wide testing by contacting their child's building principal.
- I. Qualifying students have the right to participate in the district's gifted and talented program in accordance with the district's policy regarding the program. A copy of the policy is available through the superintendent's office.
- J. Parents have the right to review teachers' manuals, films, tapes or other supplementary instructional material if the materials are being used in connection with a research or experimentation program or project. In order to review these materials, the parent should contact the building principal.
- K. Parents have the right to receive a school report card. Information regarding these report cards will be provided through school publications, but a copy of the actual report card is available in the superintendent's office.
- L. Students are required to attend school regularly, and the district is required to notify parents of any student absence unless the parent has already contacted the school to report the absence. The district will send a written notice to parents if their minor student appears to be in danger of exceeding the maximum allowable number of absences and will notify the district attorney and the parent if a child may be considered truant. Parents may contact the child's principal for additional information regarding student absences.
- M. Parents have the right to review the district's courses of study and textbooks. Arrangements for this review can be made through the building principal.
- N. Students may be excused from school for religious purposes provided the parent contacts the building principal to request such an absence.
- O. Parents have the right to review all district policies, including parental involvement policies. Copies of these policies are available through the superintendent's office or on the district website.
- P. Parents have the right to participate in parent-teacher organizations. Information regarding these groups will be made available during activities such as enrollment, schedule pickups and back to school night. Parents who wish to have additional information regarding these groups can obtain more detail through the principal's office.
- Q. Parents may opt out of selected district level data collection related to state longitudinal student data system reporting. Parents may not opt out of necessary and essential record collecting. Parents may file an opt out request through the superintendent's office.
- R. The district will not procure, solicit to perform, arrange for the performance of, perform surgical procedures or perform a physical examination upon a minor student or prescribe any prescription drugs to a minor student without first obtaining a written consent for the proposed assessment or treatment. The written consent will be effective for the school year for which it was granted, and must be renewed each subsequent school year. If the assessment or treatment for which the written consent is provided is performed through telemedicine at a school site, and if the written consent is provided by the Parent and is currently effective, the health professional shall not be required to verify that the parent is at the school site.
- S. The district will not procure, solicit to perform, arrange of the performance of or perform an assessment for mental health therapy on a minor student without first obtaining consent of a parent or legal guardian of the minor. The written consent will be effective for the school year for which it was granted, and must be renewed each subsequent school year. If the assessment or treatment for which the written consent is provided is performed through telemedicine at a school site, and if the written consent is provided by the

Parent and is currently effective, the health professional shall not be required to verify that the parent is at the school site. However, a student shall not be seen without consent.

- T. A student shall not be vaccinated at school or on school grounds or receive a vaccine as part of the mobile vaccination effort without prior written authorization, including the signature of the parent or legal guardian of the student for the vaccine or group of vaccines to be administered during a single visit.

Parents requesting information outlined in this policy should submit written requests for information through the building principal or superintendent's office, as noted in the respective section. Appropriate school personnel will either make the information available or provide a written explanation of why the information is being withheld within ten (10) days of the request. Any parent whose request is denied or who does not receive a response within fifteen (15) days may submit a written request for the information to the board of education. The board will include an item on its next public meeting agenda (or the following meeting, if time does not permit inclusion of the item on the agenda) to allow the board to formally consider the parent's request.

Reference: Okla. Stat. tit. 70 § 1-116.2
Okla. Stat. tit. 25 § 2001
Okla. Stat. tit. 25 § 2004, et seq.
Okla. Stat. tit. 70 § 1210.191
O.A.C. 310: 535-1-2
O.A.C. 210: 10-2-1

INTERNET AND TECHNOLOGY SAFETY

It is the policy of the district to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic or digital communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children’s Internet Protection Act [Pub. L. No. 106-554 and 47 U.S.C. § 254(h)] and Oklahoma law [Okla. Stat. tit. 70, § 11-204~~2~~].

Definitions

The determination of what is “inappropriate” for minors shall be determined by the district. It is acknowledged that the determination of such “inappropriate” material may vary depending upon the circumstances of the situation and the age of the students involved in online research and activity.

The terms “minor,” “child pornography,” “harmful to minors,” “obscene,” “technology protection measures,” “sexual act,” and “sexual contact” shall be defined in accordance with the Children’s Internet Protection Act, Oklahoma law, and any other applicable laws/regulations as appropriate and implemented by the district.

Access to Inappropriate Material

To the extent practical, technology protection measures (or “Internet Filters”) shall be used to block or filter Internet (or other forms of electronic or digital communications) access to inappropriate information. Specifically, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

Inappropriate Network Usage

Any individual who uses the district’s resources to access the Internet or engage in any electronic or digital communication is required to participate in the district’s education efforts (undertaken pursuant to the Children’s Internet Protection Act) and comply with the district’s acceptable use policy.

Supervision and Monitoring

All employees are responsible for supervising and monitoring student use of the Internet in accordance with the district’s technology policies, the Children’s Internet Protection Act, and Oklahoma law. The district’s IT director shall establish and implement procedures regarding technology protection measures. No individual will be permitted to use the district’s technology resources in a manner inconsistent with the district’s policies.

Personal Safety

Employees and students shall not use the district’s technology resources in any manner that jeopardizes personal safety. Students and employees must follow the district’s technology policies, including the acceptable use policy which details the district’s safe use standards.

Certification and Verification

The district shall provide certification, pursuant to the requirements of the Children’s Internet Protection Act, to document the district’s adoption and enforcement of its Internet and Technology Safety Policy, including the operation and enforcement of technology protection measures for all district computers with Internet access.

The district shall also obtain verification from any provider of digital or online library database resources that all the resources they provide to the district are in compliance with Oklahoma law and the district's Internet and Technology Safety Policy. If any provider of digital or online library resources fails to comply, the district shall withhold payment, pending verification of compliance. If any provider of digital or online library resources fails to timely verify compliance, the district shall consider the provider's act of noncompliance a breach of contract.

Reporting

No later than December 1 of each year, Oklahoma law provides that libraries shall submit to the Speaker of the Oklahoma House of Representatives and President Pro Tempore of the Oklahoma State Senate an aggregate written report on any issues related to provider compliance with Internet technology measures as required under Oklahoma law.

Employee Liability

Employees of the district shall not be exempt from prosecution for willful violations of state law prohibiting indecent exposure to obscene material or child pornography as provided under Oklahoma law [Okla. Stat. tit. 21, § 1021].

Reference: 47 U.S.C. § 254(h); Okla. Stat. tit. 70, § 11-20+2; Okla. Stat. tit. 21, § 1021.

LIBRARY MEDIA CENTER SELECTION POLICY

The board of education, which is responsible for all book purchases, recognizes the student's right of free access to many different types of books. The board also recognizes the right of teachers and administrators to select books and other materials in accord with current trends in education and to make them available in the schools. It is therefore the policy of this district to require the materials used in the school library media program, including print materials, nonprint materials, multimedia resources, equipment, and supplies, selected for our schools be in accord with the following:

1. Books and other reading matter shall be chosen for values and enlightenment of all students in the community. A book shall not be excluded because of the race, nationality, political or religious views of the writer or of its style and language.
2. Every effort will be made to provide materials that present all points of view concerning the problems and issues of our times, international, national, local and books or other reading matter of sound factual authority shall not be prescribed or removed from library shelves or classrooms because of partisan, doctrinal, approval or disapproval.
3. When acquiring books and other materials, the materials selected shall reflect the district's community standards for the population the library serves, and the materials shall be age-appropriate to the schools in which the materials are made available.
4. Books and other materials shall be selected in a manner ensuring that materials available to students are adequate in quantity and quality to meet the needs of students in all areas of the school library media program.
5. Censorship of books shall be challenged in order to maintain the school's responsibility to provide information and enlightenment.

*In accordance with number 3 above, the board has adopted the following policy for dealing with censorship of books and other materials:

- The final decision for controversial reading matter shall rest with the board of education after careful examination and discussion of the book or reading matter with school educators.
 - No parent or group of parents has the right to determine the reading matter for students other than their own children.
 - The board does, however, recognize the right of an individual parent to request that his or her child does not have to read a given book, provided a written request is made to the superintendent.
6. Any parent who wishes to request reconsideration of the use of any book in the school must make such a request in writing on forms available from the superintendent. The statement must be signed and identified so that a reply may be given.
 7. A committee will review the material and by majority vote, recommend placing or not placing the material back on the library shelf. The committee will be composed of the library media specialist, the principal, two teachers and a member of the community. They will submit a report in writing to the superintendent.
 8. If the matter cannot be resolved at this level, then the written criticism along with the committee report and the superintendent's evaluation will be considered by the Board of Education at the next regularly scheduled meeting of the board.

9. No library in the district shall have available to minor students any pornographic materials or sexualized content. Pornographic materials and sexualized content are defined as follows:

Pornographic means:

- (1) depictions or descriptions of sexual conduct which are patently offensive as found by the average person applying contemporary community standards, considering the youngest age of students with access to the material,
- (2) materials that, taken as a whole, have as the dominant theme an appeal to prurient interest in sex as found by the average person applying contemporary community standards, and
- (3) a reasonable person would find the material or performance taken as a whole, lacks serious literary, artistic, educational, political, or scientific purposes or value, considering the youngest ages of students with access to the material.

Sexualized content means material that is not strictly pornographic but otherwise contains excessive sexual material in light of the educational value of the material and in light of the youngest age of students with access to said material.

10. A student is not prohibited from reading, owning, possessing, or discussing any book they obtained without the assistance or encouragement of the district, its employees or its libraries. Nothing in this policy should be construed to authorize the bringing of pornographic material or sexualized content on the grounds of the district.
11. Annually every October 1st, the district shall transmit to the Oklahoma State Department of Education a complete listing of all books and other materials available in any school library in the district. An attestation from the Superintendent that a public online school library catalog(s) contains a complete and accurate list, along with the website for accessing the relevant school library catalog(s) shall fulfill this reporting requirement.
12. The district shall have a written policy for reviewing the educational suitability and age-appropriate nature of any material in a library in the district and for receiving and responding to complaints regarding materials in the libraries in the district.
13. The parent/guardian of a student alleging a violation by the district regarding requirements pertaining to its library collection pursuant to the Oklahoma Administrative Code 210: 35-3-126(a), shall provide a written complaint to the Oklahoma State Department of Education summarizing the alleged violation.

Reference: Okla. Stat. tit. 70, § 11-201 (~~subject to renumbering due to duplicate sections passed during legislative session~~), OAC 210:35-3-126, OAC 210:35-3-127, OAC 210:35-3-121, et. seq.

REQUEST FOR RECONSIDERATION OF EDUCATIONAL MEDIA

Name of complainant _____

Address _____

Occupation _____

Title _____ Author or Producer _____

Reason for objection (cite particular sequences and approximate location in media.)

Specific Objections: _____

Any merits noted in this media: _____

Have you read, viewed, and/or auditioned the entire material to which you object? _____

Have you read, viewed, and/or auditioned other media by the author or producer? _____

List titles previously examined: _____

What material on the same subject would you recommend for replacement?

Title _____ Author or Producer _____

Copyright Date _____

Is your alternate selection in our library media center? _____

Signature _____

LIBRARY BILL OF RIGHTS

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

1. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin background, or views of those contributing to their creation.
2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan and doctrinal disapproval.
3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
4. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
5. A person's right to use a library should not be denied or abridged because of origin, age background, or views.
6. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

**PROHIBITION ON RACE AND SEX DISCRIMINATION
IN CURRICULUM AND INSTRUCTION**

SBOE Emergency Rule: OKLA. ADMIN. CODE § 210:10-1-23

The Board has approved this policy to address the requirements of HB 1775 (codified as OKLA. Stat. tit. 70, § 24-157) and the State Board of Education's Emergency Rule: (codified as OKLA. ADMIN. CODE § 210:10-1-23), issued pursuant to legislative direction. Because this policy is based on a combination of a new law effective July 1, 2021 and the State Board's Emergency Rule that is, at the time of the Board's consideration and approval of this policy, temporary and unsigned by the governor, it is possible that changes will occur in the policy and its application. Accordingly, the Board authorizes the Superintendent and the Superintendent's designees to take those actions, pending further action of the district's Board, that are necessary to interpret and apply legal requirements to best meet the intent of the law to support and affirm Oklahoma Academic Standards while prohibiting race and sex discrimination.

Race and Sex Discrimination Prohibited

The district does not engage in and prohibits discrimination on the basis of race or sex in the form of bias, stereotyping, scapegoating, classification, or the categorical assignment of traits, morals, values, or characteristics based solely on race or sex. The district does not and shall not engage in race or sex-based discriminatory acts through utilizing these methods which can result in treating individuals differently on the basis of race or sex or can result in the creation of a hostile environment.

As an accredited State of Oklahoma public school, the district is required to teach students history, social studies, English language arts, biology, and other subject matter areas consistent with the Oklahoma Academic Standards as adopted and approved by the State Board of Education and Oklahoma Legislature. In the performance of this obligation, no teacher, administrator, or other employee of the district shall require, or make part of a course, the following concepts or principles (the "Prohibited Concepts"):

- One race or sex is inherently superior to another race or sex.
- An individual, by virtue of his or her sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously.
- An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex.
- Members of one race or sex cannot and should not attempt to treat others without respect due to race or sex.
- An individual's moral character is necessarily determined by his or her race or sex.
- An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex.

- An individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex.
- Meritocracy or traits, such as a hard work ethic, (a) are racist or sexist, or (b) were created by members of a particular race to oppress members of another race.

Importantly, none of the Prohibited Concepts shall prevent the teaching of principles that align to the Oklahoma Academic Standards.

Further Prohibitions to Ensure Compliance

Additionally, the district does not and shall not:

- Provide, contract to provide, or sponsor any course¹ that includes, incorporates, or is based on any of the Prohibited Concepts.
- Use any public funds, property, or other assets or resources to engage in race or sex-based discrimination, including the Prohibited Concepts.
- Adopt programs or utilize textbooks, instructional material, curriculum, classroom assignments, orientation, interventions, or counseling that include, incorporate, or are based on the Prohibited Concepts.
- Execute contracts or agreements with internal or external entities, persons, companies, or businesses to provide services, training, professional development, or any other assistance that includes, incorporates, or is based on the Prohibited Concepts.
- Receive or apply to receive monies that require, as a condition of receipt, the adoption of courses, policies, curriculum, or any other instructional material that includes, incorporates, or is based on the Prohibited Concepts.
- Adopt diversity, equity, or inclusion plans that incorporate Prohibited Concepts. Diversity officers are prohibited from providing any service or performing duties that include, incorporate, or are based on discriminatory practices identified in the Prohibited Concepts.
- Mandate diversity training that includes, incorporates, or is based on discriminatory practices identified in the Prohibited Concepts. This includes providing such training to employees, contractors, staff members, parents, students, or any other individual or group.
- Adopt policies, including grading or admissions policies, or provide any other benefit or service that applies to students or any school employee differently on the basis of race or sex, unless specifically permitted by Title IX of the Education Amendments of 1972. Except as permitted by Title IX in specific circumstances, this prohibition includes segregated classes, programs, training sessions, extracurricular activities, or affinity groups.

¹ For the purposes of this policy, “course” means any forum where instruction or activities tied to the instruction are provided, including courses, training, seminars, professional development, lectures, sessions, coaching, tutoring, or any other class.

Parent Right to View and Inspect Instructional Materials

Parents and legal guardians of students shall have the right to inspect curriculum, instructional materials, classroom assignments, and lesson plans to ensure compliance with this Policy. This right of inspection is subject to any applicable limitations contained in existing law, including Oklahoma's Open Records Act (OKLA. STAT. tit. 51, §§ 24A.1-24A.32).

Reporting and Complaint Procedure

Any parent, student, teacher, district employee, or member of the public may file a Complaint alleging a violation of this Policy, which addresses the provisions of OKLA. STAT. tit. 70, § 24-157, and regulations regarding it adopted by the State Department of Education. To be accepted for investigation, the Complaint must:

- (1) be submitted in writing;
- (2) be dated;
- (3) contain the handwritten or electronic signature of the complainant;
- (4) identify the date(s) the alleged discriminatory act occurred; and
- (5) explain the alleged violation(s) / discriminatory conduct and how Section 24-157 or an administrative regulation thereto has been violated.

While not mandatory, a complainant is encouraged to also identify witnesses to the alleged violation(s) / discriminatory conduct so that such witness(es) can be interviewed by the district.

The district has designated the following individual(s) to receive reports of alleged violation(s) / discriminatory conduct (referred to as the Section 24-157 Coordinator”):

Carmen Walters
Sec. 24-157 Lead Coordinator
~~Executive Director of Federal Programs and Elementary Education~~
Assistant Superintendent
Guthrie Public Schools
802 East Vilas
Guthrie, OK 73044
405.282.8900
carmen.walters@guthrieips.net

~~Doug Ogle~~ **John Hancock**
Deputy Sec. 24-157 Coordinator
~~Assistant Superintendent~~
Executive Director of Personnel and Secondary Education
Guthrie Public Schools
802 East Vilas
Guthrie, OK 73044

405.282.8900

~~doug.ogle@guthrie.k12.pa.us~~ john.hancock@guthrie.k12.pa.us

The Section 24-157 Lead or Deputy Coordinator shall, within 10 days of receipt of the Complaint, notify the complainant that the Complaint has been received, whether it is legally sufficient (i.e., contains the mandatory information set forth above) and whether it will be investigated.

Investigation and Determination of Complaint

Within ninety (90) days of receipt of a Complaint accepted for investigation, the Section 24-157 Lead or Deputy Coordinator will be responsible for ensuring that the district investigates and makes a determination as to whether a violation has occurred. The complainant will be notified of the district's determination of the Complaint, as well as the district's findings of whether a violation occurred.

Options for Filing Complaint

In lieu of filing a Complaint with the district, a complainant may file a Complaint directly with the State Department of Education. A complainant may not file a Complaint simultaneously with the district and State Department of Education. Additionally, a complainant who believes that the district has incorrectly refused to investigate a Complaint or has evidence that the district has reached an incorrect determination may file a Complaint with the State Department of Education upon conclusion of the district-based complaint process.

With regard to Complaints made to the district, the Section 24-157 Lead or Deputy Coordinator is required to report each Complaint to the State Department of Education within thirty (30) days of resolution of the Complaint.

Anti-Retaliation

No individual shall be retaliated against for (1) filing a Complaint alleging a violation / discriminatory conduct prohibited by Section 24-157 or any regulation related to it with the district or the State Department of Education, or (2) the purpose of interfering with any right or privilege secured by federal civil rights laws and regulations. Any school employee who retaliates against a complainant shall be subject to disciplinary action by the district, in accordance with district employee disciplinary policies, and the State Department of Education and State Board of Education.

Whistleblower Protection

Any teacher who files a complaint alleging a violation / discriminatory conduct prohibited by Section 24-157 or any regulation related to it with the district or the State Board of Education, or otherwise discloses information the teacher reasonably believes evidences a violation of Section

24-157 or any regulation related thereto shall be entitled to the Whistleblower Protections in applicable laws, including those at OKLA. STAT. tit. 70, § 6-101.6b.

False Reporting

Any teacher who willfully, knowingly and without probable cause makes a false complaint alleging a violation / discriminatory conduct prohibited by Section 24-157 or any regulation related thereto with the district or the State Board of Education shall be subject to disciplinary action in accord with the district's employee conduct policies and by the State Department of Education and State Board of Education.

Complaints by School Staff

Any school employee who is discriminated against by the district in the form of race or sex-based harassment, bias, stereotyping, scapegoating, classification, or the categorical assignment of traits, morals, values, or characteristics based solely on race or sex in violation Section 24-157, may file an employment discrimination complaint with the Oklahoma Attorney General's Office of Civil Rights Enforcement.

References: OKLA. STAT. tit. 70, § 24-157 (~~effective July 1, 2021~~)
OKLA. ADMIN. CODE § 210: 10-1-23 (~~emergency rule~~)
~~OKLA. STAT. tit. 70, § 24A.16(A).~~

USE OF MULTIPLE OCCUPANCY RESTROOMS AND CHANGING AREAS

Pursuant to SB615 (2022), each multioccupancy restroom and changing area located in public schools serving students in prekindergarten through twelfth grades shall be designated as either for the exclusive use of the male sex or for the exclusive use of the female sex. The District has, therefore, designated its restrooms for use as follows: “males,” “men,” or “boys”; “females,” “women,” or “girls”; and “single-occupancy.”

“Sex,” for the purposes of this policy is defined as the physical condition of being male or female based on genetics and physiology, as identified on the individual’s original birth certificate.

“Multiple occupancy restroom or changing area” is defined as an area in a public school or public charter school building designed or designated to be used by more than one individual at a time, where individuals may be in various stages of undress in the presence of other individuals. The term may include but is not limited to a school restroom, locker room, changing room, or shower room.

“School” means any public school and public charter school that serves students in prekindergarten through twelfth grades in this state.

“Individual,” for the purposes of this policy is defined as any student, teacher, staff member, or other person on the premises of a School.

“Coach,” for the purposes of this policy is defined as a person employed by the district who is involved in the teaching or training of students participating in a school-sponsored athletic activity.

“School-sponsored athletic activity” for the purposes of this policy is defined as a sporting event that is supported and affiliated with the district such as games, matches and tournaments.

If an individual does not wish to comply by using the appropriate restroom or changing room based on sex as defined herein, the District shall provide a reasonable accommodation by providing access to a single-occupancy restroom or changing room.

An individual shall be disciplined by the District for refusing to (a) use the appropriate multiple occupancy restroom or changing area designated for their sex as defined herein, (b) designate multiple occupancy restrooms or changing areas for the exclusive use of one sex as defined herein, or (c) provide access to a single-occupancy restroom or changing room to an individual who does not wish to utilize the multiple occupancy restroom or changing area designated for their sex, provided that such individual is authorized to be on District premises. Students shall be disciplined pursuant to the District’s student behavior policy. Employees shall be disciplined pursuant to the appropriate District policy and Oklahoma law based on the employee’s position within the District. Other persons on the premises of the District shall be disciplined pursuant to the appropriate District policy and Oklahoma law.

This policy does not apply to individuals entering the multioccupancy restroom or changing facility designated for the opposite sex under the following circumstances:

1. For custodial, maintenance, or inspection purposes; or
2. To render emergency medical assistance.
3. **If a suitable meeting room or area is not available, a coach may enter a locker room before, during, or after a school-sponsored athletic activity, provided:**
 - All students present are fully clothed;
 - The coach shall be accompanied by at least one additional adult at all times; and
 - If the coach is the opposite sex of the students present, the coach shall be accompanied by at least one adult of the same sex as the students present,

The adult accompanying the coach shall not be a current high school student.

Reference: Okla. Stat. tit. 70 § 1-125

~~SBOE Emergency Rule:~~ OKLA. ADMIN. CODE § 210: 35-3-186

STUDENT RESIDENCY

The Guthrie School District is established for the purpose of serving the educational interests of resident students. This includes homeless students, students who are not documented citizens, and students whose parents/guardians are not documented citizens. The district will not inquire into a student or parent/guardian's citizenship status as a part of enrollment, and will only use information regarding a student's living situation to better serve the student. The district will periodically review its practices and the documents it seeks as a part of establishing residency within the district to ensure that its processes are not overly burdensome and do not discourage the enrollment of homeless students and/or undocumented students.

Definitions

For purposes of this Policy, the terms listed below have the following meanings:

"Residence," "residency" and "legal residence" mean the student's present place of abode, provided that it is a place where important family activities (such as sleeping, eating, working, relaxing, and playing) take place during a significant part of each day. Mere presence alone is not sufficient to establish residency. Documentary evidence that may be submitted to establish residency is identified below.

"Person having legal custody" means a person who is legally responsible for the care of the child pursuant to the order of a court or governmental agency responsible for making custody determinations and/or placements.

Basic Residency Requirements

State law provides that a child's residence for school purposes is the school district in which the (1) parents, (2) guardian or (3) person having legal custody of the child holds legal residence. Children who are foster children are granted residency in the district if they attended the district prior to entering foster care, if their current/prior foster family is/was a resident of the district, or if another child in their current foster home attends school in the district pursuant to a transfer. The district does not permit students to establish residency based on the mere affidavit of a person who has assumed permanent care and custody of the child under Okla. Stat. tit. 70 § 1-113 or based on an attorney in fact affidavit under Okla. Stat. tit. 10 § 700.

The district does not permit students to establish residency based on the affidavit of a person who has assumed permanent care and custody of the child under Okla. Stat. tit. 70 § 1-113.

Procedure for Resolving Residency Disputes

The School District recognizes that there may be occasions when there is a dispute regarding residency. Upon enrollment in the school system the School District will verify that the student is a resident of the District or is otherwise entitled to attend school in the District for any reason authorized by law. At enrollment at least two documents showing residency will be required, which can include but are not limited to: current gas, electric, water or residential propane bills, standard real estate contracts and signed rental agreements. As a part of this verification process the School District will obtain an address from each student or the student's parent, guardian, or person having legal custody of the child. In providing an address to the School District that is within the District's boundaries the student and student's parent, guardian, or person having legal custody of the child represent that this address is the student's residence. The School District may also require, in order to verify residency, certified copies of court orders, guardianship documents, written agreements and affidavits relating to the care, custody and control of the student and any other information the District deems relevant.

If at any time a School District administrator has a reasonable belief that the reported residence may not be the residence of the child for purposes of school attendance, the administrator shall notify the student's parent, guardian, or person having legal custody of the child that there is a question regarding the student's legal residency. The student's parent, guardian, or person having legal custody of the child shall be given an opportunity to submit information regarding the student's residency to the School District's Residency Officer. All notices required by this policy shall be in writing. Additionally, reasonable alternative arrangements for documenting communications will be made for those persons who are visually impaired or otherwise unable to communicate in writing.

Information or documentation to prove student residency in the School District shall include but not be limited to proof of provision of utilities, payments of ad valorem taxes, local agreements or contracts for purchasing/leasing housing, driver's licenses, income tax returns, notes, mortgages, contracts and any other source of proof that is not in conflict with statutory provisions relating to the residence of students.

Any question or dispute as to the residence of a student shall be determined by the Residency Officer and the Board of Education pursuant to the following procedures:

- A. The student's parent, guardian, or person having legal custody of the child must notify the Residency Officer in writing of the review request within three (3) school days from the date of written denial of admittance or from the date of written notification that the student is considered not to be a resident of the School District. Upon receipt of a request for review, the Residency Officer shall allow the parent, guardian, or person having legal custody to provide additional pertinent information in accordance with the School District's criteria and the statutory provisions regarding residency. This information must be submitted with the request for review.
- B. The Residency Officer must render a decision and notify the student's parent, guardian, or person having legal custody of the child of the decision and reasoning thereof in writing within three (3) school days of receipt of the request for review.
- C. If the student's parent, guardian, or person having legal custody of the child disagrees with the Residency Officer's decision, such person shall notify the Residency Officer in writing within three (3) school days of his or her receipt of the Residency Officer's decision. The Residency Officer will submit his or her findings and all documents reviewed to the Board of Education. The Board of Education will review the decision and the documents submitted on behalf of the School District and the student and will render a decision at the next board meeting. The decision of the Board of Education shall be the final administrative decision.
- D. In an effort to place students in school as quickly as possible, timelines shall be followed unless due to emergency circumstances both parties agree to an extension of timelines.

Miscellaneous Policy Provisions

Hearings involving more than one student where students are related or residing in the same household may be consolidated at the discretion of the Residency Officer and the Board of Education.

If the residency dispute involves an 18-year-old student, all notices will be delivered to the student.

If already enrolled and attending school in the School District, a student or students involved in a dispute related to the student's residency may remain in school until available appeals are exhausted when the student or the student's parent, guardian, or person having legal custody of the child has filed an appeal in the manner and within the time permitted by this policy.

The Residency Officer shall be in charge of maintaining the files related to a residency dispute, ensuring that the principals or others directly involved in such a dispute forward their records of the dispute following their involvement, and otherwise keeping all communications involving the dispute intact.

The School District's Residency Officer is the Superintendent of Schools.

The Board of Education understands that there may be some instances where residency may be established on a date other than the date the student was enrolled in the School District. For any period during which a student is enrolled in the School District, but is not a resident of the School District, the School District may charge tuition if it is established that the student's parent, guardian, or person having legal custody of the child knew or should have known that the child or children who are the subject of the residency dispute were not residents of the School District. The tuition shall be based on a per capita cost of educating a student in the School District during the preceding year. This issue may be raised along with other issues related to the residency dispute and shall be heard in the same manner.

The School District shall provide for educational services for homeless children as required by law.

The School District reserves the right to require re-verification of student residency at the beginning of each school term.

A copy of this Policy shall be provided to the student's parent, guardian, or person having legal custody of the child as soon as possible following the inception of any residency dispute.

The *McKinney-Vento Homeless Assistance Act* (the "Act") applies to all children and youth who lack a fixed, regular, and adequate nighttime residence, such as a children living in homeless shelters, domestic violence shelters, runaway and homeless youth shelters, transitional living facilities, cars, campgrounds, motels or children and youth living doubled up, and homeless and migratory children.

The Act provides that homeless children and youth:

- do not need a permanent address to enroll in school;
- have a choice of school placement;
- cannot be denied school enrollment because school records or other enrollment documentation are not immediately available;
- have the right to participate in all federal, state, or local programs and activities for which they are eligible;
- cannot be isolated or separated from the mainstream school environment; and
- have the right to receive prompt resolution of any dispute regarding educational placement.

Therefore, in accordance with the Act, the district shall make reasonable efforts to identify homeless children, encourage their enrollment, and eliminate existing barriers to their education that may exist. The district will not stigmatize or segregate homeless students and youth, and these students shall have access to the same public school programs available to other students of the district. The district will identify and provide equal access to secondary education and support systems for homeless students, runaway youths and youths separated from public schools. The district will also work to identify and remove those barriers which prevent youths from receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school.

Definitions

For purposes of the Act, and this policy, "homeless children and youth" means students who lack fixed, regular and adequate nighttime residence, and includes:

1. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or abandoned in hospitals;

2. children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. children and youths who are living in cars, parks, public spaces, buildings, substandard housing, bus or train stations, or similar settings; and
4. migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless.

Programs, Activities, and Social Services

The district will provide each homeless student or youth those programs, activities, and social services available to other district students which are determined to be in the student's best interests. The programs, activities, and services include the following:

- Preschool;
- Special education;
- Title I;
- Limited English Proficiency;
- Before and after school care;
- Academic and extracurricular activities;
- Magnet schools;
- Summer school;
- Career and technology education;
- Advanced placement;
- Online learning;
- Charter school;
- School meals; and
- Transportation.

The district will waive those fees which may present a barrier for homeless students or youths, including those associated with the school meal programs and transportation.

Enrollment, Records, and Immunizations

The Act provides that homeless children and youth, individually or through a parent or guardian, may choose to attend the school in the area in which they are currently living. The district's residency officer will determine whether a student is a homeless child or youth for purposes of establishing residency and promptly advise the parent, guardian or person having legal custody of the child of the decision, both orally and in writing, if possible. If there is no such person, the residency officer will advise the student. Whenever possible, the district will comply with the wishes of either the parent, guardian, person having legal custody of the child, or student regarding enrollment. The district will enroll each homeless student and permit his or her full participation in all school programs, whether or not the student is accompanied by a parent, guardian or person having custody of the child, and without proof of residence, current immunizations and traditional enrollment documentation, such as school records and medical/immunization records. The district's homeless liaison may assist the student and school in obtaining those items. A parent, guardian or person having legal custody of the child who disagrees with the residency officer's determination may appeal the decision to the board of education under the procedure identified in this policy. If there is no parent, guardian or person having legal custody of the child available, the student may appeal the decision.

Appeals Procedures

The district will make every effort to resolve disputes regarding homeless children at the lowest level possible by utilizing the following process:

1. At the time a homeless student seeks enrollment, the district will notify the student or his/her family of these procedures and provide the student/family with a copy of this policy.
2. The district will promptly notify the district's homeless coordinator that a homeless student seeks enrollment, and will seek to involve the coordinator in decisions regarding the student's education.
3. Students/families who disagree with a decision regarding the student's education may meet with the coordinator for an informal resolution. The coordinator will notify the student/family that a written complaint may be submitted within five (5) days (or longer if agreed upon by the parties).
4. If the coordinator receives a written complaint, the coordinator will prepare a decision (plan of action) and provide it to the student/family within five (5) days of receipt of the written complaint. The coordinator will also notify the student/family of the right to appeal to the superintendent.
5. Students/families who are still dissatisfied with a decision regarding the student's education may file a written appeal with the superintendent within five (5) days of receipt of the coordinator's plan. The superintendent will meet with the student/family within five (5) days of receipt of the appeal. The superintendent will issue a decision within five (5) days of the meeting with the student/family. The superintendent will also notify the student/family of the right to appeal to the board of education.
76. Students/families who are still dissatisfied with a decision regarding the student's education may file a written appeal with the board of education by submitting a written notice to the superintendent within five (5) days of the superintendent's decision. The appeal will be placed on the next agenda (or the following agenda, if the appeal is received after the agenda posting deadline) and the board's decision is final at the district level. Students/families who are still dissatisfied with a decision regarding the student's education may file an appeal with the Oklahoma State Department of Education utilizing the procedures established by the OSDE.

A standard form adopted by the Oklahoma State Department of Education to identify any student who is a homeless child or youth shall be completed **annually** at enrollment by the parent or guardian of a student or by the student if he or she is not in the physical custody of a parent or guardian. A district shall report the results of the form-collected data to the Oklahoma State Department of Education no later than June 1 of each year.

Reference: Okla. Stat. tit. 70, § 1210.210

Special Definitions and Procedures Applicable to Students with Active-Duty Military

Parents or Legal Guardians and Transitioning Military Children

"Children of military families" means a school-aged child(ren), enrolled in kindergarten through twelfth grade, in the household of an active duty member.

"Active duty" means full-time duty status in the active uniformed service of the United States, including members of the National Guard and Military Reserve on active duty orders pursuant to Title 10, Sections 1209 and 1211 of the United States Code.

"Military installation" means a base, camp, post, station, yard, center, homeport facility for any ship or other installation under the jurisdiction of the Department of Defense or the United States Coast Guard.

“Military student” means the child of a military family for whom the local education agency receives public funding and who is formally enrolled in kindergarten through twelfth grade.

“Transition” means (a) the formal and physical process of transferring from school to school or (b) the period of time in which a student moves from one school in the sending state to another school in the receiving state.

“Sending state” means the state from which a child of a military family is sent, brought, or caused to be sent or brought.

“Receiving state” means the state to which a child of a military family is sent, brought, or caused to be sent or brought.

“Uniformed service(s)” means the Army, Navy, Air Force, Marine Corps, Coast Guard as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration and Public Health Services.

Establishing Residency. A student shall be considered in compliance with residency provisions of this policy and state law if he or she is a student whose parent or legal guardian is transferred or is pending transfer to a military installation within the state while on active military duty pursuant to an official military order. The parent or legal guardian of such a student must provide proof of residence in the school district within ten (10) days after the published arrival date provided on their official documentation. The following may be used to establish proof of residency:

1. a temporary on-base billeting facility,
2. a purchased or leased home or apartment, or
3. federal government or public-private venture off-base military housing.

State law provides that transitioning military children placed in the care of a noncustodial parent or other person standing in loco parentis, may attend school in the school district in which the noncustodial parent or person standing in loco parentis to the transitioning military child holds legal residence. Similarly, transitioning military children placed in the care of a noncustodial parent or other person standing in loco parentis may continue to attend the school in which the student was enrolled while residing with the custodial parent. A special power of attorney relating to the guardianship of a military child and executed under applicable law shall be sufficient for purposes of enrollment and all other actions requiring parental participation and consent.

Enrollment. For a student whose parent or legal guardian is transferred or is pending transfer to a military installation within the state while on active military duty pursuant to an official military order, the district shall accept applications by electronic means, including enrollment in a specific school or program within the district and course registration.

The School District will promptly accept unofficial or “hand-carried” educational records and transcripts in lieu of official education records and transcripts for transitioning military children. Upon receipt of such records, the School District will promptly enroll the transitioning military child. However, upon enrollment, the District will request official educational records and transcripts from the school in the sending state. The District’s Residency Officer will determine whether a student is a transitioning military student for purposes of establishing residency and promptly advise the parent or other person standing in loco parentis of the decision, both orally and in writing, if possible. A parent or other person standing in loco parentis who disagrees with the Residency Officer’s determination may appeal the decision to the Board of Education under the procedure identified above.

Grade Level Placement. Transitioning military children, including children entering kindergarten, shall be able to enroll in the same grade level in which they were enrolled in the sending state, regardless of age, time of transfer or age requirements of the receiving state.

Course Level and Educational Program Placement. To the extent that this School District is in a receiving state, the District may subsequently perform course placement and educational program evaluations of a transitioning military student. However, the School District will initially place the transitioning military student in courses and

programs comparable to those in which the student was a participant while in the sending state, including, but not limited to, Honors, International Baccalaureate, Advanced Placement, Gifted and Talented, English as a Second Language, Special Education and vocational, technical and career pathway courses. The School District will make these accommodations whether or not the student has fulfilled the necessary prerequisites in the District or receiving state.

Extracurricular Activities. When appropriate, the District will provide transitioning military children the opportunity to participate in extracurricular participation, regardless of application deadlines.

Immunizations. Transitioning military children shall have thirty (30) days from the date of enrollment to obtain any immunizations required by Oklahoma law. For a series of immunizations, such children must obtain initial vaccinations within thirty (30) days.

Tuition. The School District may not charge tuition to a transitioning military child placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a school district other than that of the custodial parent if the parent or other person standing in loco parentis lives within the boundaries of this School District.

Reference: 42 U.S.C. §11301 et seq.; Okla. Stat. tit. 70 §§ 510.1, 1-113, 8-103.1 (2021)

GUTHRIE PUBLIC SCHOOLS
 802 East Vilas
 Guthrie, OK 73044

SCHOOL YEAR: _____

DATE: _____

RESIDENCE AFFIDAVIT
(PLEASE PRINT ALL INFORMATION)

Student's Last Name Grade	First Name	Middle Initial	Date of Birth
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Previous Address (Street)	(City)	(State)	(Zip)	Previous Telephone
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School Attended:	(Name of School)	(Address of School)
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Sex: Male _____ Female _____

<p><u>Homeowner/Head of Household</u></p> <p>I hereby certify that the above named student and his/her family resides in my household. I am not responsible for the financial support, attendance, grades or behavior of said students. <u>Copy of valid Driver's License is required.</u></p> <p>Head Household: _____ of _____</p> <p>Address: _____</p> <p>City: _____ State: _____</p> <p>Zip: _____</p> <p>Social Security #: _____</p> <p>Home Phone: _____</p>	<p><u>Student's Parent/Legal Guardian</u></p> <p>I hereby certify that I am temporarily residing with a friend or relative. Within 30 days, I will provide additional documents to further verify the address as my residence (business letter, bank statements, bill statements, utility bill, change of address from post office, cancelled rent checks, etc.)</p> <p>I further certify that I am the parent/legal guardian of the above child. In the event the child becomes ill or must be removed for disciplinary reasons, I will be available. <u>Copy of valid Driver's License is required.</u> (Proof of previous residence must be provided.)</p> <p>Parent/Guardian: _____</p> <p>Social Security #: _____</p> <p>Work Phone: _____</p> <p>Emergency Phone: _____</p>
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STUDENT TRANSFERS

A request for a transfer into this district initiated by or on behalf of a nonresident student will be approved or refused in accordance with this policy.

A. Transfer Application Requests

Applications for transfer shall be processed in the order in which they are received and must be completed by the parent of a student on a properly completed application form specified by the State Board of Education, which can be downloaded here: <https://sde.ok.gov/student-transfers>. The term “parent” means the parent of a student or person having custody of the student as provided for in Okla. Stat. tit. 70, § 1-113(A)(1). The application shall be filed with the superintendent of the receiving school district if the receiving school district is within this state or with the State Board of Education for transfers to school districts in another state.

1. Applications for transfer shall be completed by the parent of a student on a properly completed application form specified by the State Board of Education. The term “parent” means the parent of a student or person having custody of the student as provided for in OKLA. STAT. tit. 70, § 1-113(A)(1). Upon receipt of the application, the District shall stamp the application with the time and date on which it was received to ensure that the District can review applications in the order in which they are received. The application shall also be filed with the superintendent of the District if the receiving school district is within this state or with the State Board of Education for transfers to school districts in another state.
2. Subject to the special considerations applicable to a student on an Individualized Education Program (“IEP”) pursuant to the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.) (“IDEA”) as set forth below, a transfer shall be automatically approved if a student’s resident district does not offer the grade level the student is entitled to pursue.
3. A transfer shall be automatically approved if a student’s parent or legal guardian is employed by the District, regardless of District capacity, and so long as the student does not meet one or more of the bases for a transfer denial as set forth in this policy.
4. A transferring student from another school district that offers the grade the student is entitled to pursue may seek a transfer to the same grade offered by the District. The transferring student will be allowed to attend a District school site that has not exceeded its capacity of the transferring student’s grade level. If there are more than one District school sites available for the transferring student, the District retains the sole discretion to determine the school site the transferring student will attend.
5. Any brother or sister of a student who transfers into the District may also attend the District regardless of capacity, so long as the brother or sister of the transferred student does not meet one or more of the bases for a transfer denial as set forth in this policy.
6. Any child in the custody of the Oklahoma Department of Human Services in foster care who is living in the home of a student who transfers, may attend the District of the transferred student as long as the District has capacity and the sibling does not meet a basis for denial as set forth in this policy. Except for a student in the custody of the Oklahoma Department of Human Services in foster care, a student shall not transfer more than two (2) times per school year to one or more school districts in which the student does not reside, provided that the student may always reenroll at any time in his or her school district of residence.

7. A student who is deaf or hearing-impaired and who wishes to transfer to a school district with a specialized deaf education program may submit a transfer application at any time and may transfer to the receiving school district at any time during the school year.
8. In the event the District exceeds its capacity at all school sites for the grade level sought by the transferring student, transfer requests shall be awarded to those students whose properly completed transfer request applications were received by the District in the order in which they were received.
9. A student who has attended the District as a resident student for at least three (3) years prior to then becoming eligible to apply as a transfer student shall be allowed to transfer into the District regardless of capacity, and so long as the student does not meet one or more of the bases for a transfer denial as set forth in this policy.

B. Special Considerations as to Transferring Student on an IEP

Prior to approving an application for a transfer student who is a child with a disability, as defined in 34 C.F.R. § 300.8, the District will establish (a) the availability of the appropriate program, staff, and services for the transferring student, and (b) conduct a joint conference with the IEP team at the transferring student's current school. The purpose of conducting these activities is to determine whether—at the time the transferring student's application is received—the District can provide the transferring student with a free appropriate public education in the least restrictive environment as required by the IDEA. In the event the District exceeds its capacity at all school sites for the grade level of a transferring child with a disability, the District shall "hold" a place for the transferring student in the order in which the transferring student submitted his or her properly completed application. In the event an opening occurs, a decision on the transfer will be made after consideration of the factors above.

Transfers made for the purpose of providing a free appropriate public education (FAPE) to special education students pursuant to Okla. Stat. tit. 70, § 18-110(E) and Okla. Stat. tit. 70, § 13-101 are not considered Open Transfers subject to this policy.

C. Special Considerations as to Transferring Student who are Dependent Children of an Active U.S. Military Member

1. For purposes of this Section (C):
 - a. "Active military duty" means full-time military duty status in the active uniformed service of the United States including members of the National Guard and Military Reserve on active duty orders; and
 - b. "Military installation" means a base, camp, post, station, yard, center, homeport facility for any ship or other installation under the jurisdiction of the Department of Defense or the United States Coast Guard.
2. Students who are dependent children of a member of the active uniformed military services of the United States on full-time active duty status and for whom Oklahoma is the home of record and students who are the dependent children of a member of the military reserve on active duty orders and for whom Oklahoma is the home of record, shall be approved for transfer into the District regardless of capacity if:
 - a. At least one parent of the student has a Department of Defense-issued identification card; **and**

- b. At least one parent can provide evidence that he or she will be on active duty status or active duty orders, meaning the parent will be temporarily transferred in compliance with the official orders to another location in support of combat, contingency operation or a natural disaster requiring the use of orders for more than thirty (30) consecutive days; ~~and~~
 - e. ~~The student will be residing with a relative of the student who lives in the District or who will be living in the District within six (6) months of the filing of the application for the transfer.~~
3. A student is in compliance with the residency provisions of this policy if he or she is a student whose parent or legal guardian is transferred or is pending transfer to a military installation within Oklahoma while on active military duty pursuant to an official military order. A parent or legal guardian of such student must provide proof of residency in the District within ten (10) days after the published arrival date provided on official documentation. A parent or legal guardian may use the following addresses as proof of residence:
- a. A temporary on-base billeting facility,
 - b. A purchased or leased home or apartment, or
 - c. Federal government or public-private venture off-base military housing.

D. Denial of a Transfer Request

1. A transferring student's application may be denied if the transferring student is or has been subject to discipline from the transferring student's current school for any of the acts and reasons outlined in Okla. Stat. tit. 70, § 24-101.3(A)-(C) & (E). A transferring student's application shall be denied for any of the acts and reasons outlined in Okla. Stat. tit. 70, § 24-101.3(F)(1) until such time as the District determines that the transferring student no longer poses a threat to self, other students, or District faculty or employees.
2. A transferring student's application may be denied if the transferring student has ten or more absences in the last full school semester that are not excused due to illness or for the reasons provided for in Okla. Stat. tit. 70, § 10-105(B).
3. An IDEA-qualified transferring student's application will be denied if—as of the time of the transferring student's application is received—the District determines that it cannot provide the transferring student with a free appropriate public education in the least restrictive environment as required by the IDEA.
4. A student may be granted a one-year transfer and may automatically continue to attend the District each school year with the approval of the District. At the end of each school year, the District may deny the continued transfer of the student for the reasons outlined in Okla. Stat. tit. 70, § 24-101.3(A)-(C) & (E), or if the student has ten or more absences in one semester that are not excused due to illness or for the reasons provided for in Okla. Stat. tit. 70, § 10-105(B). Written notice of the District's intention to deny the continued transfer shall be given to the parent or legal guardian of the student no later than July 15.
5. A transferring student's application will not be considered if incomplete and will be denied if the parent makes a fraudulent, intentional, or material misrepresentation on the application.
6. The denial of a transfer request from a student seeking a transfer shall be communicated in writing to the parent, as defined in Okla. Stat. tit. 70, § 1-113(A)(1). Proof of the date of mailing or transmission of the denial by electronic means shall constitute proof of communication of the denial to the parent.

7. The District shall not accept or deny any transfer application based on the student's race, color, sex, pregnancy, gender, gender expression, national origin, religion, disability, veteran status, sexual orientation, age, genetic information, income level, disabling condition, proficiency in the English language, measure of achievement, aptitude, or athletic ability. Failure to be approved for a transfer as set forth in this policy shall not be deemed to be rejection for a discriminatory reason.

E. Transfer Application Request Notifications

1. The District will prominently post on its website the dates on which it will begin accepting transfer applications for the current and upcoming school year.
2. The District shall approve or deny the transfer application and notify the parent or legal guardian of the student within thirty (30) days of receiving an application.
3. If the District accepts a transfer application, the parent or legal guardian of the student must provide written notification to the District that the student will be enrolling within ten (10) days of receiving notice that the transfer application was approved. Failure of the parent or legal guardian to notify the District may result in the loss of the student's right to enroll in the District for that year only. If the parent or legal guardian fails to notify the District that the student will be enrolling, and the District chooses to cancel the transfer, the District shall provide written notice of the cancellation to the parent or legal guardian of the student immediately upon cancellation.
4. If the District receives notice that a student will be transferring, the District shall notify the student's resident school district within ten (10) days of receiving notice of the acceptance of the transfer.

F. Determination of Grade Level Capacity

The superintendent of schools, or his/her designee, shall determine the criteria to be used in determining grade capacities for each school site, including the capacity for any full-time virtual education program offered by the District. The District's capacity determinations are attached hereto as Exhibit A. Each school site's grade level capacity and the capacity of any full-time virtual education program offered by the District shall be (a) approved by the board of education prior to the first day of January, April, July and October of each school year, and (b) published in a prominent place on the District's website and reported to the State Department of Education.

G. District Level Appeal of Denial of Transfer

A parent may appeal the denial of a transfer request so long as the appeal is made within ten (10) calendar days of the notification of the written denial. If a timely appeal is made, the appeal shall be considered by the District's board of education at its next regularly scheduled meeting. The appeal shall be considered by the board of education upon the written submissions of the District and the parent, and a verbal presentation by the District and the parent, each not to exceed ten (10) minutes of length. Any written submissions shall state, at the minimum, the following in a statement not exceeding two pages in length:

- a. The date of the parent's transfer request application;
- b. The reasons for the denial by the District of the transfer request;

- c. The factual reason(s) of the District or parent as to why the transfer request was/was not properly denied; and
- d. The criteria set forth in this policy as to propriety of the denial of the transfer request.

The board of education will meet in executive session to review the appeal and to hear the verbal presentations from the District and the parent to protect the privacy of the student. While the board of education deliberates the appeal, the District and the parent will be excused from the executive session. The board of education will then return to open session to conduct its vote on whether to deny or accept the appeal.

If the District denies the parent’s appeal, the parent may appeal the board of education’s decision to the Oklahoma State Board of Education within ten (10) calendar days of notification of the denial. The parent shall submit to the State Board of Education and the superintendent of the District a notice of appeal on a form prescribed by the State Board of Education. The appeal shall be considered by the State Board of Education at its next regularly scheduled meeting, where the parent and a representative from the District may address the Board. The State Board of Education shall promulgate rules to establish the appeals process authorized by this subsection.

H. District Reporting to the Oklahoma State Department of Education

1. Prior to the first day of January, April, July and October of each school year, the District shall report to the State Department of Education the capacity of the grade level of each District school site.
2. Prior to the first day of January, April, July and October of each school year, the superintendent of schools of the District shall report to the State Department of Education a statement showing the names of the students granted transfers to the District, the resident school district of the transferred students, and the transfer student’s grade level.
3. At the frequency required by the Oklahoma State Department of Education, the District shall also submit to it (a) the number of student transfers approved and denied, and (b) whether each denial was based on capacity, the acts and reasons outlined in Okla. Stat. 70, § 24-101.3, or a history of absences in the last full school semester that were not excused due to illness or for the reasons provided for in Okla. Stat. 70, § 10-105(B).

Athletic and Other Competition

A transfer student granted enrollment in a school district in which the student is not a resident shall not be eligible to participate in school-related interscholastic competition governed by the Oklahoma Secondary School Activities Association (“Association”) for a period of one (1) year from the first day of attendance at this district, unless the transfer is from a school district not offering the grade the student is entitled to pursue. Whether a student granted an open transfer will be eligible to participate in school-related interscholastic competition shall be determined by the Association.

EXHIBIT A

CAPACITIES TO ACCEPT TRANSFER STUDENTS BY GRADE

The following capacity determinations will be reviewed and approved by the Guthrie Board of Education prior to the first day of January, April, July and October of each school year, published on the district website and reported to the Oklahoma State Department of Education.

For grades PK through grade 6, student capacity is set at 20 students per classroom. These class size limits are set in accordance with 70 O.S. § 18-113.1. The district will multiply those limits times the number of regular classroom teachers employed by the school district at each grade level for each school site. If classroom space is not sufficient to accommodate that number of students due to a classroom being disproportionately sized, the district’s capacity numbers will reflect a lesser amount based upon that classroom size.

For grades 7-12, capacity is set based on the total number of students who are enrolled for in-person and virtual instruction. To be able to plan for in-district growth, provide adequate staffing, and ensure that teachers do not exceed class size limits set forth in 70 O.S. § 18-113.3, the current capacity of students per grade level is set at 250 students.

IMMUNIZATIONS STUDENTS

The Guthrie Board of Education shall provide an environment for students to study, interact, and learn. Such an environment shall be reasonably free of known hazards which may threaten or endanger the health of our children or educators.

~~The board of education shall require that no child be admitted to this school without evidence of having received the immunization required by the State Department of Public Health unless an exemption has been granted from the immunizations on medical, religious or personal grounds.~~

The board of education shall require that no child be admitted to this school district unless and until the student’s parent/guardian provides (1) a current, up-to-date immunization record **OR** (2) a completed and signed state-approved exemption form. Either the up-to-date immunization record or a completed and signed state-approved exemption form must be on file with the district **prior** to the student’s admission to the district. The exemption form shall specify that the student has received or is in the process of receiving the immunizations currently required by Oklahoma State Department of Health regulations, unless the exemption has been granted from the immunizations on medical, religious, or personal grounds or as otherwise required by law.

The immunization requirements shall be posted on the district’s website **and** in any notice or publication provided to parents/guardians regarding immunizations. The state-approved exemption form is available at the Oklahoma State Department of Health website: <https://oklahoma.gov/health.html>.

If a parent or guardian is unable to pay for the required immunizations, the school will refer the student to the State Department of Public Health for assistance.

Reference: Okla. Stat. tit. 70 §1210.191, Okla. Stat. tit. 70 §1210.192; O.A.C. 310:535-1-2

ADMINISTRATION OF MEDICINE TO STUDENTS

Purpose

The purpose of this policy is to identify when district personnel are authorized to administer medication to students, when students are authorized to self-medicate and how district personnel will maintain, administer, monitor and dispose of student medication.

Definitions

For purposes of this policy, these terms have the following definitions:

“Inhaler” means a device that delivers a bronchodilator to alleviate symptoms of respiratory distress that is manufactured in the form of a metered-dose inhaler or dry-powder inhaler and that may include a spacer or holding chamber that attaches to the inhaler to improve the delivery of the bronchodilator.

"Medicine" or “medications” includes prescription medications, ~~opiate~~ **opioid** antagonists and over-the-counter medicines such as but not limited to aspirin, cough syrup, medicated ointments and any other item used to treat an illness, disease or malady. This term shall not include “Sunscreen” as defined below.

“Parent” means a parent, a court appointed guardian or a person having legal custody.

“Respiratory distress” means the perceived or actual presence of coughing, wheezing or shortness of breath.

“Sunscreen” means a compound topically applied to prevent sunburn.

Policy

Under Oklahoma law, a school nurse, an administrator or a designated school employee may administer prescription and nonprescription medications and assist in applying sunscreen to students. Only designated employees who have successfully completed specific training in the administration of nonprescription and prescription medications may administer medication to students with legitimate health needs.

Except as provided in this policy and in the district’s Student Diabetes Care and Management policy, students may not retain possession of or self-administer any medicine. Violation of this rule will be reported to the student's parent and may result in discipline, including out-of-school suspension.

As further set out below, the district retains the discretion to reject requests for the administration of medication or application of sunscreen and to discontinue the administration of medication or application of sunscreen.

The parent must deliver the student’s medicine to the school nurse or school administrator in its original container with the parent’s written authorization for administration of the medicine. Sunscreen for application by a school nurse must be delivered to the school nurse or school administrator in its original container with the parent’s written authorization for application of sunscreen. The parent's authorization for either administration of medicine or application of sunscreen must identify the student, the medicine or sunscreen, and include or refer to the label for instructions on administration of the medicine. The school

nurse, an administrator or a designated employee will administer the medicine to the student or assist the student in applying sunscreen pursuant to the parent's instructions and the directions for use on the label or in the physician's prescription. The parent must complete a new authorization form annually and for each change of medication or sunscreen. The district will maintain the authorization form as a part of the student's health record. Authorization forms will be available in the principal's office. A parent who chooses to do so may come to the school and personally dispense medication or apply sunscreen to the student.

The administration of each school will keep a record of the students to whom medicine is administered or sunscreen is applied, the date of administration or application, the person who administered the medicine or applied the sunscreen, and the name or type of medicine or sunscreen administered.

Medications and sunscreen will be stored in a separate locked drawer or cabinet that is readily accessible only to the persons who will administer the medication or apply the sunscreen. Medications requiring refrigeration will be refrigerated in a secure area.

Any person administering medicine or applying sunscreen to a student will participate in training by October 1 of each year conducted by a school nurse or other health care professional. The training will include:

- Review of state statutes and school rules and regulations (including this policy) regarding administration of medication and application of sunscreen by school personnel;
- Procedures for administration, documentation, handling and storage of medication; and
- Medication needs of specific students, desired effects, potential side effects, adverse reactions and other observations.

Only those persons who successfully complete the training are authorized to administer medication or apply sunscreen. Each school site will maintain a current list of those authorized to administer medication and apply sunscreen at that site.

students who are able to self-administer specific medications, such as inhaled asthma medication or anaphylaxis medication, replacement pancreatic enzymes, or use specialized equipment, such as an inhaler or Epinephrine injector, may do so provided such medication and specialized equipment are transported and maintained under the students' control in compliance with the following rules:

- A licensed physician or dentist must provide a written order that the student has a particular medical condition (asthma, anaphylaxis, cystic fibrosis, etc.), is capable of and has been instructed in the proper method of self-administration of medication. It is the parent's responsibility to contact the physician and have the physician complete and return the required order.
- The parent must provide a written authorization for self-administration of medication.
- Parents who elect self-medication understand and agree that the district, its agents and employees shall incur no liability for any adverse reaction or injury the student suffers as a result of self-administration of medication and/or use of specialized equipment.

- The written authorization will terminate at the end of the school year and must be renewed annually.
- If the parent and physician authorize self-medication, the district is not responsible for safeguarding the students' medications or specialized equipment.
- Students who self-medicate are prohibited from sharing or playing with their medication or special equipment. If a student engages in these activities the parent will be contacted and a conference will be scheduled with the parent, student, nurse and other appropriate persons.
- Students will not be allowed to self-administer:
 - Narcotics;
 - Prescription pain killers;
 - Medication used to treat ADD/ADHD or other psychological or behavior disorders; and
 - Other medication hereafter designated in writing by the district.
- Except as otherwise provided by an individual student's school health plan, students may self-administer non-diabetes and non-anaphylaxis-related injectables only in the school office in the presence of authorized school personnel. Diabetes-related injectables will be administered in accordance with the district's Management of Students with Diabetes policy.
- Students who self-medicate are encouraged to wear Medic Alert bracelets or necklaces.
- The parent will provide an emergency supply of a student's inhaled asthma medication or anaphylaxis medication or replacement pancreatic enzymes to be administered by school personnel, as required by state law.

Students who are able to self-apply sunscreen may do so provided such sunscreen is regulated by the Food and Drug Administration. Students may self-apply sunscreen without the written authorization of a parent, legal guardian or physician. All students are permitted to possess sunscreen that is regulated by the Food and Drug Administration.

Sunscreen

School staff will only assist the student in applying sunscreen with the parent's written authorization and according to label directions or, if applicable, written instructions from the student's physician. The sunscreen must be in the original container indicating:

- Ingredients; and

- Directions for Application.

Nonprescription Medication

School staff will only administer nonprescription medication with the parent's written authorization and according to label directions or written instructions from the student's physician. The medication must be in the original container that indicates:

- Student name (affixed to the container);
- Ingredients;
- Expiration date;
- Dosage and frequency;
- Administration route, i.e., oral, drops, etc.; and
- Other directions as appropriate.

School staff will only administer aspirin (acetylsalicylic acid) and products containing salicylic acid with written instructions from the student's physician. The parent must provide and maintain a supply of nonprescription medication for the student.

Prescription Medication

Except for district-wide Epinephrine injectors, **district-wide Glucagon, and district-wide inhalers**, school staff will only administer prescription medication with written authorization and instructions. Prescription medication must be in the original container that indicates:

- Student name;
- Name and strength of medication and expiration date;
- Dosage and directions for administration;
- Name of the licensed physician or dentist;
- Date, name, address and phone number of the pharmacy.

The parent must provide and maintain the supply of prescription medication for the student.

The parent must reclaim any remaining medication by the last official day of school closing or within seven days after the prescribing physician discontinues the medication. The school nurse or designated employee will destroy in a nonrecoverable fashion in the presence of a witness any medication not timely reclaimed. The person who destroys the medication will record the following information:

- Date of destruction;

- Time of destruction;
- Name and quantity of medication destroyed; and
- Manner of destruction of medication

Any and all controlled substances will be destroyed according to state law.

The school nurse or designated employee will advise the principal or designee if discontinuance of medication to a student is appropriate and assist in informing the parent. Legitimate reasons for discontinuing administration of medication include, but are not limited to the following:

- A legitimate lack of space or facility to adequately store specific medication;
- Lack of cooperation by the student, parent and/or prescribing doctor and the district;
- An unexpected and/or adverse medical reaction to the medication at school, i.e., mood change, allergic reaction, etc., considered to be harmful to the health and well-being of the student;
- Any apparent change in the medication's appearance, odor, or other characteristics that raise reasonable doubts about the quality of the medication; and
- The medication expiration date has passed.

Seizure-Rescue Medication (*Seizure-Safe Schools Act*)

Beginning January 1, 2022, at every school site that has a student enrolled who (1) has a seizure disorder and (2) has a seizure rescue medication or other medication prescribed to treat seizure disorder symptoms approved by the Food and Drug Administration and any successor agency that is prescribed by the student's health care provider, the district shall have at least one employee who has met the training requirements necessary to (1) administer or assist with the self-administration of seizure medication, and (2) recognize the signs and symptoms of seizures and the appropriate steps to be taken to respond to these symptoms. For purposes of this training, the district is permitted by law to use any adequate and appropriate training programs or guidelines for training of school personnel in the seizure disorder care tasks covered under this policy.

Before a seizure rescue medication can be administered to a student to treat seizure disorder symptoms, the student's parent or legal guardian shall do the following:

- A. provide the school with **written authorization** to administer the medication at school;
- B. provide a **written statement** from the student's health care provider that shall contain the following information:
 - the student's name,
 - the name and purpose of the medication,
 - the prescribed dosage,
 - the route of administration,
 - the frequency that the medication may be administered, and
 - the circumstances under which the medication may be administered;

- C. provide the **prescribed medication** to the school in its unopened, sealed package with the label affixed by the dispensing pharmacy; and
- D. collaborate with school personnel to create a “**seizure action plan**,” which means a written, individualized health plan designed to acknowledge and prepare for the health care needs of a student diagnosed with a seizure disorder.

The written authorization and seizure action plan shall be kept on file in the office of the school nurse or school administrator, and it shall be distributed to any school personnel or volunteers responsible for the supervision or care of the student. The written authorization and seizure action plan shall be effective only for the school year in which written authorization is granted and may be renewed each following school year upon fulfilling requirements A–D above. The district shall follow all administrative rules promulgated by the State Board of Education for the development and implementation of the seizure education program and the procedures for the development and content of seizure action plans.

Pursuant to state law, a school employee may not be subject to any disciplinary proceedings resulting from an action taken in compliance with *Seizure-Safe Schools Act*, and any employee acting in accordance with the provisions of that act shall be immune from civil liability unless the actions of the employee rise to the level of reckless or intentional misconduct. Any district-employed school nurse shall not be responsible for and shall not be subject to disciplinary action for actions performed by a volunteer.

District-Wide Use of Epinephrine Injectors

The board of education has authorized the superintendent to obtain a prescription for Epinephrine injectors in the name of the school. This prescription will be of a quantity sufficient to provide for two (2) injectors at each site.

The superintendent will designate personnel at each site to:

- be responsible for obtaining and maintaining an adequate supply of injectors from the central office;
- ensure appropriate training on the administration of the injectors for designated staff members;
- distribute and maintain annual parent/guardian consent forms.

No employee, except a school nurse, will be required to agree to be trained in the use of Epinephrine injectors or to administer Epinephrine injections.

District employees are still required to call 911 in the event of an emergency, including any time an Epinephrine injector is used.

Annual written notice will be provided to all parents/guardians that trained employees are authorized to administer Epinephrine injections to any student who appears to be having an anaphylactic reaction if the parent /guardian has given written consent and waived liability related to the good faith use of the injection. No Epinephrine injection shall be given if the proper written consent is not on file with the district.

District-Wide Use of Inhalers

The board of education has authorized the superintendent to obtain a prescription for inhalers and spacers or holding chambers in the name of the school district. This prescription will be of a quantity sufficient to provide for two (2) inhalers with spacers and holding chambers in a secure location at each school site.

The superintendent will designate personnel at each school site to:

- be responsible for obtaining and maintaining an adequate supply of inhalers with spacers and holding chambers from the district's central office;
- ensure appropriate training on the administration of the inhalers with spacers and holding chambers for designated staff members;
- distribute and maintain annual parent/guardian consent forms.

Only a school nurse or school employee trained by a health care professional will be required to agree to be trained in the use of inhalers with spacers and holding chambers.

School employees are still required to call 911 in the event of an emergency, including any time an employee believes a student is experiencing respiratory distress.

Annual written notice will be provided to all parents/guardians that trained employees are authorized to administer inhalers to any student who is believed to be experiencing respiratory distress.

The District must also immediately notify a student's parent/guardian after administration of an inhaler.

The parent/guardian must provide written consent and waive liability related to the good-faith use of the inhaler. No inhaler shall be given if the proper written consent from the parent/guardian is not on file with the district.

District-Wide Use of Glucagon

The board of education has authorized the superintendent to obtain a prescription for Glucagon in the name of the school district.

The school district will:

- inform, in writing, the parent or legal guardian of each student with a diabetes medical management plan that a school nurse, school employee trained by a health care professional or a school employee who has volunteered and successfully completed training to be a diabetes care assistant may administer, with parent or legal guardian written consent but without a health care provider order, Glucagon to a student with diabetes whom the school nurse, trained employee, or a school employee who has volunteered and successfully completed training to be a diabetes care assistant in good faith believes is having a hypoglycemic emergency or if the student's prescribed Glucagon is not available on site or has expired;

- designate the employee responsible for obtaining Glucagon for each school site from a licensed physician with prescriptive authority; and
- maintain Glucagon at each school site in accordance with the manufacturer's instructions.

School employees are still required to call a student's parent or guardian and 911 in the event of an emergency, including any time an employee believes a student is experiencing a hypoglycemic emergency.

A waiver of liability executed by a parent or legal guardian must be on file with the school district prior to administration of Glucagon. Written consent and waiver of liability shall be effective for the school year in which it is granted and shall be renewed each subsequent school year.

Administration of ~~Opiate~~ Emergency Opioid Antagonists (e.g., ~~Narcan~~Naloxone) by District Personnel

District medical personnel (certified school nurse or any other nurse employed by or under contract with the district) or any other person designated by the Superintendent may administer, **regardless of whether there is a prescription or standing order in place**, an ~~opiate~~ emergency opioid antagonist for a suspected ~~opiate~~ opioid overdose by a student or other individual exhibiting signs of an ~~opiate~~ opioid overdose.

The Superintendent may authorize one or more district employees to receive training offered by the Department of Mental Health and Substance Abuse Services, a law enforcement agency or any other entity in recognizing the signs of an ~~opiate~~ opioid overdose and administering an ~~opiate~~ emergency opioid antagonist. The Superintendent may designate persons to receive this training who have been required to receive annual training in cardiopulmonary resuscitation and the Heimlich maneuver (70 Okla. Stat. §1210.199). Furthermore, if a person or persons designated and trained to administer an ~~opiate~~ emergency opioid antagonist are absent, the Superintendent or designee may authorize any person to administer an ~~opiate~~ emergency opioid antagonist to a student or other individual exhibiting signs of an overdose.

Any person administering an ~~opiate~~ emergency opioid antagonist to a student or other individual at a school site or school-sponsored event, in a manner consistent with addressing ~~opiate~~ opioid overdose, shall be covered by Oklahoma's Good Samaritan Act. In the event of a suspected overdose, the district and its employees or designees shall be immune from civil liability in relation to the administration of an ~~opiate~~ emergency opioid antagonist.

Reference: OKLA. STAT. tit. 70 § 1-116.2, 70 § 1-116.3

Okla. Stat. tit. 70 § 1210.199

Okla. Stat. tit. 70 §1210.242

Okla. Stat. tit. 63 §1-2506.1

Okla. Stat. tit. 70, § 1210.183

Okla. Stat. tit. 70, §1210.196.3

Guthrie Public Schools
Parental Authorization to Administer Medicine or Assist with Application of Sunscreen

TO: _____ (Administrator) _____ (School)

I am the parent, guardian or legal custodian with legal custody of _____, a minor student attending this school.

- Checkboxes for medication administration and sunscreen application, including options for self-medication and school assistance.

I understand that under state law the Board of Education, the School District, or employees of the School District shall not be liable to the student or the student's parent or guardian for civil damages for any personal injuries to the student which result from acts or omissions of school employees in administering the medicine or assisting in the application of sunscreen I have hereby authorized.

I agree to abide by all of the terms of the School District's Policy on the Administration of Medicine to Students, a copy of which will be given to me on my request.

Date

Signature

Address

Parent with legal custody/guardian

**CONSENT FOR THE ADMINISTRATION OF AN
EPINEPHRINE INJECTION**

I, _____, the parent/guardian of _____
_____, a minor child and student of _____ School, give
consent for my child to receive an Epinephrine injection in the event trained school personnel believe my
child is having an anaphylactic reaction.

I understand that that the prescription for the Epinephrine injector will be a prescription issued to the school
and not to my child individually. I further understand that if an injection is administered, it will be given
by a school employee who has received training pursuant to the requirements of Oklahoma law. I
understand that no employee of the school will incur any legal liability regarding the decision to administer
or not administer an Epinephrine injection to my child. I acknowledge that a full copy of the school’s policy
regarding the administration of Epinephrine injections is available upon request.

I have read these terms and conditions and request that my child receive an Epinephrine injection in the
event that trained school personnel believe my child is having an anaphylactic reaction.

Parent/Guardian Signature

Date

Witness

**CONSENT FOR THE ADMINISTRATION OF AN
INHALER**

I, _____, the parent/guardian of _____

_____, a minor child and student of Guthrie Public Schools, give consent for my child to be administered an inhaler in the event trained school personnel believe my child is exhibiting symptoms of respiratory distress.

I understand that that the prescription for the inhaler will be a prescription issued to the school district and not to my child individually. I further understand that if an inhaler is administered, it will be given by a school employee who has received training pursuant to the requirements of Oklahoma law. I understand that no employee of the school district will incur any legal liability regarding the decision to administer or not administer an inhaler to my child. I acknowledge that a full copy of the district’s policy regarding the administration of inhalers is available upon request.

I have read these terms and conditions and request that my child be administered an inhaler in the event that trained school personnel believe my child is exhibiting symptoms of respiratory distress.

Parent/Guardian Signature

Date

Witness Signature

Guthrie Public Schools
Parental Authorization to Administer Seizure Rescue Medication

TO: _____
(Administrator) (School)

I am the parent, guardian or legal custodian with legal custody of _____, a minor student attending this school.

During the school day, this student may require administration of a seizure rescue medication by authorized School District personnel. I hereby give my consent and authorize the school nurse, the principal, or _____ (an employee of the School District designated by the school nurse, the principal, and me) for the _____ school year to administer _____ (name of drug), a seizure rescue medication which I am hereby supplying you in its unopened, sealed package with the label affixed by the dispensing pharmacy intact.

I understand that under state law before a seizure rescue medication can be administered to the student at school, I must do the following:

- 1. provide the school with this written authorization to administer seizure rescue medication at school;
2. provide the school with a written statement from my child's health care provider that must contain the following information:
a. the student's name,
b. the name and purpose of the medication,
c. the prescribed dosage,
d. the route of administration,
e. the frequency that the medication may be administered, and
f. the circumstances under which the medication may be administered;
3. provide the prescribed medication to the school in its unopened, sealed package with the label affixed by the dispensing pharmacy intact; and
4. collaborate with school personnel to create a seizure action plan.

I understand that under state law employees of the School District shall not be liable to the student or the student's parent or guardian for civil damages for any personal injuries to the student which result from acts or omissions of school employees taken in compliance with the Seizure-Safe Schools Act unless that employee's actions rise to a level of reckless or intentional misconduct. I also understand that under state law, a school nurse shall not be responsible for actions performed by a volunteer.

I agree to abide by all of the terms of the School District's Policy on the Administration of Medicine to Students, a copy of which will be given to me on my request. I also understand my obligations under this policy must be fulfilled before the school can administer a seizure rescue medication to my child and that this written authorization is only valid for the current school year and must be renewed every succeeding school year before seizure rescue medication can be administered to my child at school for that school year.

Date

Signature

Address

Parent with legal custody/guardian

Guthrie Public Schools
Statement of Health Care Provider Regarding Administration of
Seizure Rescue Medication at School

To whom it may concern:

Pursuant to the *Seizure-Safe Schools Act*, Okla. Stat. tit. 70, §1210.183 (2021), before School District personnel may administer a seizure rescue medication to _____, birthdate _____ (“student”), the following information must be provided to the School District by the student’s physician.

Please print legibly or type the following information:

1. Student’s Name _____ ;
2. Name and Purpose of the Medication _____
_____ ;
3. Prescribed Dosage _____ ;
4. Route of Administration _____ ;
5. Frequency by which Medication may be Administered _____ ; and
6. Circumstances under which Medication may be Administered _____

I affirm that I am the student’s physician and that the information provided on this form is accurate and was provided by me.

Signature of Physician (or Adult Student)

Printed Name & License No.

Guthrie Public Schools
Parent/Guardian Consent and Waiver for Administration of Glucagon

TO: _____
(Administrator) (School)

I am the parent, guardian or legal custodian with legal custody of _____, a minor student attending this school ("Student").

During the school day, the Student may require administration of a glucagon by authorized School District personnel. I hereby give my consent and authorize the school nurse, school employee trained by a health care professional or a school employee who has volunteered and successfully completed training to be a diabetes care assistant for the _____ school year to administer glucagon if the school employee believes in good faith that the Student is experiencing a hypoglycemic emergency or in the event the Student's prescribed glucagon is not available on site or the Student's prescription has expired.

_____ hereby releases and waives any and all claims, liabilities or actions, known or unknown, which _____ may ever have against the School District related to employee administration of glucagon to the Student, including, but not limited to, claims under state or federal laws or regulations. _____ states that he/she/they understand(s) that this Consent and Waiver clearly and unequivocally releases the School District from liability for its actions and/or negligence, if any, resulting in illness, injury, disability, or death to the Student in any manner during administration of glucagon. I further understand that _____ is/are assuming the risk of any illness, injury, disability or death arising from administration of glucagon by a School District employee.

I understand that under state law employees of the School District shall **not** be liable to the student or the student's parent or guardian for civil damages for any personal injuries to the student which result from acts or omissions of school employees.

I understand that under state law before glucagon can be administered to the student at school, I must do the following:

- 1. provide the school with this written authorization to administer glucagon at school;
- 2. collaborate with school personnel to create a diabetes management plan.

I understand that School District employees will call the parent/guardian of the Student and 911 in the event of an emergency, including any time an employee believes my student is experiencing a hypoglycemic emergency.

I agree to abide by all of the terms of the School District's Policy on the Administration of Medicine to Students, a copy of which will be given to me on my request. I also understand my obligations under this policy must be fulfilled before the school can administer glucagon medication to my student and that this written authorization is only valid for the current school year and must be renewed every succeeding school year before seizure rescue medication can be administered to my student at school for that school year.

Date Signature

Address Parent with legal custody/guardian

STUDENT MENTAL HEALTH CRISIS PROTOCOL

As required by Okla. Stat. tit. 70, § 24-159, the District will develop and maintain a protocol for responding to students in mental health crisis with the goal of preventing student suicide, self-harm, and harm to others.

Provider Partners

The District shall develop, maintain and implement its student mental health crisis protocol (the “Protocol”) in partnership with one or more local mental health treatment providers certified by the Oklahoma Department of Mental Health and Substance Abuse Services (“Provider Partner(s)"). At least one Provider Partner that participates in the Protocol shall meet the following criteria:

- A. The provider must have the ability to serve all school-aged children regardless of insurance status; and
- B. The provider must have the ability and certification to provide mental health crisis services in the region where students attend school.

Contents of Protocol

The District’s Protocol shall:

- A. Provide a definition of mental health crisis involving potential for harm to self or others.
- B. Document how mental health crises may be identified by school administrators, teachers, support employees, and school-based mental health professionals.
- C. Outline nonpunitive steps to safeguard student health and safety in response to an immediate or potential mental health crisis.
- D. Identify local treatment providers and resources available to support students and families in mental health crisis and ensure appropriate referrals to treatment.
- E. Outline a process for ensuring parent and caregiver notification and involvement during an actual or potential mental health crisis. In the event that a student who is under eighteen years of age is identified as being in or at risk of a mental health crisis, the Protocol shall call for District employees to inform the student’s parent or legal guardian and offer the treatment referral information contained in the Protocol. The Protocol shall further provide that parent or legal guardian consent shall be required for any subsequent action taken by the District as part of the protocol except in cases of immediate and life-threatening danger to self or others.
- F. Document how student privacy will be protected in compliance with applicable state and federal laws, including, but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”) and the Family Educational Rights and Privacy Act (“FERPA”).

Working Agreement

The Board of Education and each of the District’s Provider Partner(s) shall enter into a working agreement establishing all obligations of the parties under the established Protocol and a strategy for regularly reviewing its effectiveness using anonymous, nonidentifiable data (the “Working Agreement”).

Review and Updates

Not less than every two years, the District and its Provider Partner(s) shall jointly review the Protocol and Working Agreement and consider whether updates to the Protocol are necessary to better meet the needs of students. This process shall include a review of information gathered from the Oklahoma Prevention Needs Assessment Survey or

an alternative survey conducted by the District as provided for in Okla. Stat. tit. 70, § 24-158, to the extent the District has participated in such a survey and such information is available.

State Agency Review

The District will submit the most recent version of its Protocol and Working Agreement to the Oklahoma State Department of Education, which will in turn submit those documents to the Oklahoma Department of Mental Health and Substance Abuse Services. These agencies may require revisions to the Protocol in order to ensure compliance with applicable laws/regulations and/or established evidence-based practices.

Access/Training

The District will provide administrators, teachers, support employees and school-based mental health providers with ready access to the Protocol and regular training regarding the Protocol. In addition to regular training regarding the Protocol, the District shall require a training program for teachers which shall emphasize the importance of recognizing and addressing the mental health needs of students. This program shall be completed the first year a certified teacher is employed by the District, and then once every fifth academic year.

Reference: Okla. Stat. tit. 70, §§ 24-158 and 24-159; Okla. Stat. tit. 70, § 6-194.3.

**CHILD ABUSE, NEGLECT, EXPLOITATION AND TRAFFICKING:
REPORTING AND INVESTIGATION**

Introduction

Under Oklahoma law, district employees have varying legal obligations to report abuse, neglect and exploitation. In addition, district employees have an obligation to report suspected abuse, neglect, exploitation or trafficking affecting students to principals or other school officials to ensure the student's safety and welfare while at school or participating in school activities. The purpose of this policy is to provide directives and guidelines to assist district employees in fulfilling their legal responsibility.

Definitions

Certain terms used in this policy have the following definitions:

1. "Abuse, neglect or exploitation" shall include, but is not limited to all of the following:
 - a. "Abuse" is defined as:
 - i. harm or threatened harm through action or inaction to a child's health, welfare (including non-accidental physical pain or injury, or mental injury), or safety, sexual abuse, sexual exploitation, or negligent treatment or maltreatment, including but not limited to the failure or omission to provide adequate food, clothing, shelter or medical care or protection from harm or threatened harm, by a person responsible for the child's health or welfare. (10A OKLA. STAT. § 1-1-105);
 - ii. willful or malicious harm or threatened harm or failure to protect from harm or threatened harm to the health, safety, or welfare of a child under eighteen (18) years of age by another, or the act of willfully or maliciously injuring, torturing or maiming a child under eighteen (18) years of age by another. (21 OKLA. STAT. § 843.5); or
 - iii. the intentional infliction of physical pain, injury, or mental anguish or the deprivation of food, clothing, shelter, or medical care to an incapacitated person, partially incapacitated person, or a minor by a guardian or other person responsible for providing these services. (30 OKLA. STAT. § 1-111).
 - b. "Neglect" is defined as any of the following:
 - i. the failure or omission to provide any of the following:
 1. adequate nurturance and affection, food, clothing, shelter, sanitation, hygiene, or appropriate education,
 2. medical, dental, or behavioral health care,
 3. supervision or appropriate caretakers, or
 4. special care made necessary by the physical or mental condition of the child,
 - ii. the failure or omission to protect a child from exposure to any of the following:
 1. the use, possession, sale, or manufacture of illegal drugs,
 2. illegal activities, or
 3. sexual acts or materials that are not age-appropriate;
 - iii. abandonment. (10A OKLA. STAT. § 1-1-105); or
 - iv. the failure to provide protection, adequate shelter or clothing; or the harming or threatening with harm through action or inaction by either another individual or through the person's own action or inaction because of a lack of awareness, incompetence, or incapacity, which has resulted or may result in physical or mental injury. (30 OKLA. STAT. § 1-111).
 - c. "Sexual abuse" is defined as behavior that includes but is not limited to rape, incest and lewd or indecent acts or proposals, made to a child, as defined by law, by a person responsible for the health, safety, or welfare of the child. (10A OKLA. STAT. § 1-1-105).

- d. "Sexual exploitation" is defined as behavior that includes but is not limited to allowing, permitting, encouraging, or forcing a child to engage in prostitution, as defined by law, by any person eighteen (18) years of age or older or by a person responsible for the health, safety, or welfare of a child, or allowing, permitting, encouraging or engaging in the lewd, obscene or pornographic photographing, filming or depicting of a child in those acts by a person responsible for the health, safety, and welfare of the child (10A OKLA. STAT. § 1-1-105).
- e. "Contributing to the delinquency of a minor" is defined as behavior that knowingly or willfully causes, aids, abets or encourages a minor to be, to remain, or to become a delinquent child or a runaway child. (21 OKLA. STAT. § 856).
- f. "Incest" is defined as marrying, committing adultery or fornicating with a person within the degrees of consanguinity within which marriages are by the laws of the state declared incestuous and void. (21 OKLA. STAT. § 885).
- g. "Forcible Sodomy" is defined as sodomy committed:
- i. By a person over eighteen (18) years of age upon a person under sixteen (16) years of age;
 - ii. Upon a person incapable through mental illness or any unsoundness of mind of giving legal consent regardless of the age of the person committing the crime;
 - iii. With any person by means of force, violence, or threats of force or violence accompanied by apparent power of execution regardless of the age of the victim or the person committing the crime;
 - iv. By a state, county, municipal or political subdivision employee or a contractor or an employee of a contractor of the state, a county, a municipality or political subdivision of this state upon a person who is under the legal custody, supervision or authority of a state agency, a county, a municipality or a political subdivision of this state, or the subcontractor or employee of a subcontractor of the contractor of the state or federal government, a county, a municipality or a political subdivision of this state;
 - v. Upon a person who is at least sixteen (16) years of age but less than twenty (20) years of age and is a student of any public or private secondary school, junior high or high school, or public vocational school, with a person who is eighteen (18) years of age or older and is employed by the same school system;
 - vi. Upon a person who is at the time unconscious of the nature of the act, and this fact should be known to the accused;
 - vii. Upon a person where the person is intoxicated by a narcotic or anesthetic agent administered by or with the privity of the accused as a means of forcing the person to submit; or
 - viii. Upon a person who is at least sixteen (16) years of age but less than eighteen (18) years of age by a person responsible for the child's health, safety or welfare. (21 OKLA. STAT. § 888).
- h. "Maliciously, forcibly or fraudulently taking or enticing a child away" is defined as maliciously, forcibly or fraudulently taking or enticing away any child under the age of sixteen (16) years, with intent to detain or conceal such child from its parent, guardian or other person having the lawful charge of such child or to transport such child from the jurisdiction of this state or the United States without the consent of the person having lawful charge of such child. (21 OKLA. STAT. § 891).
- i. "Soliciting or aiding a minor child to perform or showing, exhibiting, loaning or distributing obscene material or child pornography" is defined as:
- i. Willfully solicits or aids a minor child to perform any of the following actions:

1. Lewdly exposing his or her person or genitals in any public place, or in any place where there are present other persons to be offended or annoyed thereby;
 2. Procuring, counseling, or assisting any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of persons, for the purpose of sexual stimulation of the viewer;
 3. Writing, composing, stereotyping, printing, photographing, designing, copying, drawing, engraving, painting, molding, cutting, or otherwise preparing, publishing, selling, distributing, keeping for sale, knowingly downloading on a computer, or exhibiting any obscene material or child pornography; or
 4. Making, preparing, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any disc record, metal, plastic, or wax, wire or tape recording, or any type of obscene material or child pornography; or
- ii. Shows, exhibits, loans, or distributes to a minor child any obscene material or child pornography for the purpose of inducing said minor to participate in:
1. Lewdly exposing his or her person or genitals in any public place, or in any place where there are present other persons to be offended or annoyed thereby;
 2. Procuring, counseling, or assisting any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of persons, for the purpose of sexual stimulation of the viewer;
 3. Writing, composing, stereotyping, printing, photographing, designing, copying, drawing, engraving, painting, molding, cutting, or otherwise preparing, publishing, selling, distributing, keeping for sale, knowingly downloading on a computer, or exhibiting any obscene material or child pornography; or
 4. Making, preparing, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any disc record, metal, plastic, or wax, wire or tape recording, or any type of obscene material or child pornography. (21 OKLA. STAT. § 1021).
- j. “Procuring or causing the participation of any minor child in any child pornography or knowingly possessing, procuring or manufacturing child pornography” is defined as procuring or causing the participation of any minor under the age of eighteen (18) years in any child pornography or who knowingly possesses, procures, or manufactures, or causes to be sold or distributed any child pornography. (21 OKLA. STAT. § 1021.2).
- k. “Permitting or consenting the participation of a minor child in any child pornography” is defined as a parent, guardian or individual having custody of a minor under the age of eighteen (18) years who knowingly permits or consents to the participation of a minor in any child pornography. (21 OKLA. STAT. § 1021.3).
- l. “Facilitating, encouraging, offering or soliciting sexual conduct with a minor” is defined as facilitating, encouraging, offering or soliciting sexual conduct with a minor, or other individual the person believes to be a minor, by use of any technology, or engaging in any communication for sexual or prurient interest with any minor, or other individual the person believes to be a minor, by use of any technology. (21 OKLA. STAT. § 1040.13a).
- m. “Offering or offering to secure a minor child for the purposes of prostitution or any other lewd or indecent act” is defined as:
- i. Offering, or offering to secure, a child under eighteen (18) years of age for the purpose of prostitution, or for any other lewd or indecent act, or procure or offer to procure a child for, or a place for a child as an inmate in, a house of prostitution or other place where prostitution is practiced;
 - ii. Receiving or offering or agreeing to receive any child under eighteen (18) years of age into any house, place, building, other structure, vehicle, trailer, or other conveyance for

- the purpose of prostitution, lewdness, or assignation, or to permit any person to remain there for such purpose; or
- iii. Directing, taking, or transporting, or offering or agreeing to take or transport, or aid or assist in transporting, any child under eighteen (18) years of age to any house, place, building, other structure, vehicle, trailer, or other conveyance, or to any other person with knowledge or having reasonable cause to believe that the purpose of such directing, taking, or transporting is prostitution, lewdness, or assignation. (21 OKLA. STAT. § 1087).
- n. “Causing, inducing, persuading or encouraging a minor child to engage or continue to engage in prostitution” is defined as:
- i. By promise, threats, violence, or by any device or scheme, including but not limited to the use of any prohibited controlled dangerous substance causing, inducing, persuading, or encouraging a child under eighteen (18) years of age to engage or continue to engage in prostitution or to become or remain an inmate of a house of prostitution or other place where prostitution is practiced;
 - ii. Keeping, holding, detaining, restraining, or compelling against his or her will, any child under eighteen (18) years of age to engage in the practice of prostitution or in a house of prostitution or other place where prostitution is practiced or allowed; or
 - iii. Directly or indirectly keeping, holding, detaining, restraining, or compelling or attempting to keep, hold, detain, restrain, or compel a child under eighteen (18) years of age to engage in the practice of prostitution or in a house of prostitution or any place where prostitution is practiced or allowed for the purpose of compelling such child to directly or indirectly pay, liquidate, or cancel any debt, dues, or obligations incurred, or said to have been incurred by such child. (21 OKLA. STAT. § 1088).
- o. “Rape” is defined as sexual intercourse involving vaginal or anal penetration accomplished with a male or female who is not the spouse of the perpetrator and who may be of the same or the opposite sex as the perpetrator under any of the following circumstances:
- i. Where the victim is under sixteen (16) years of age;
 - ii. Where the victim is incapable through mental illness or any other unsoundness of mind, whether temporary or permanent, of giving legal consent;
 - iii. Where force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person;
 - iv. Where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit;
 - v. Where the victim is at the time unconscious of the nature of the act and this fact is known to the accused;
 - vi. Where the victim submits to sexual intercourse under the belief that the person committing the act is a spouse, and this belief is induced by artifice, pretense, or concealment practiced by the accused or by the accused in collusion with the spouse with intent to induce that belief. In all cases of collusion between the accused and the spouse to accomplish such act, both the spouse and the accused, upon conviction, shall be deemed guilty of rape;
 - vii. Where the victim is under the legal custody or supervision of a state agency, a federal agency, a county, a municipality or a political subdivision and engages in sexual intercourse with a state, federal, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim, or the subcontractor or employee of a subcontractor of the contractor of the state or federal government, a county, a municipality or a political subdivision that exercises authority over the victim;
 - viii. Where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school,

- and engages in sexual intercourse with a person who is eighteen (18) years of age or older and is an employee of the same school system; or
- ix. Where the victim is nineteen (19) years of age or younger and is in the legal custody of a state agency, federal agency or tribal court and engages in sexual intercourse with a foster parent or foster parent applicant. (21 OKLA. STAT. § 1111).
 - p. “Rape” is defined as an act of sexual intercourse accomplished with a male or female who is the spouse of the perpetrator if force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person. (21 OKLA. STAT. § 1111).
 - q. “Rape by instrumentation” is defined as an act within or without the bonds of matrimony in which any inanimate object or any part of the human body, not amounting to sexual intercourse is used in the carnal knowledge of another person without his or her consent and penetration of the anus or vagina occurs to that person. Provided further that (1) where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in conduct prohibited by this section of law with a person who is eighteen (18) years of age or older and is an employee of the same school system, or where the victim is under the legal custody or supervision of a state or federal agency, county, municipal or a political subdivision and engages in conduct prohibited by this section of law with a federal, state, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim, or (2) where the victim is nineteen (19) years of age or younger and in the legal custody of a state agency, federal agency or tribal court and engages in conduct prohibited by this section of law with a foster parent or foster parent applicant, consent is not an element. (21 OKLA. STAT. § 1111.1).
 - r. “Making any oral, written or electronically or computer-generated lewd or indecent proposals to a minor child under the age of sixteen (16)” is defined as making any oral, written or electronically or computer-generated lewd or indecent proposal to any child under sixteen (16) years of age, or other individual the person believes to be a child under sixteen (16) years of age, for the child to have unlawful sexual relations or sexual intercourse with any person. (21 OKLA. STAT. § 1123).
 - s. “Exploitation” is defined as an unjust or improper use of the resources of an incapacitated person, a partially incapacitated person, or a minor for the profit or advantage, pecuniary or otherwise, of a person other than an incapacitated person, a partially incapacitated person, or a minor through the use of undue influence, coercion, harassment, duress, deception, false representation or false pretenses (30 OKLA. STAT. § 1-111).
 - t. “Child Trafficking” as defined below.
2. “Child Trafficking” includes, but is not limited to behavior that consists of the acceptance, solicitation, offer, payment or transfer of any compensation, in money, property or other thing of value, at any time, by any person in connection with the acquisition or transfer of the legal or physical custody or adoption of a minor child, except as ordered by the court or except as otherwise provided by Section 7505-3.2 of Title 10 of the Oklahoma Statutes. (21 Okla. Stat. § 866).
 3. A “person responsible for a child's health, safety or welfare” includes a parent, a legal guardian, a custodian, a foster parent, a person 18 years of age or older with whom the child's parent cohabitates or any other adult residing in the home of the child, an agent or employee of a public or private residential home, institution or facility, or an owner, operator or employee of a child care facility as defined by OKLA. STAT. tit. 10 § 402.
 4. “Parent” refers to parents, guardians or others who have legal responsibilities for specific children.

Reporting Suspected Abuse, Neglect Exploitation or Trafficking

Any district employee having reasonable cause to believe that any student **under the age of eighteen (18) years** is a **victim of abuse, neglect or exploitation** shall immediately report this matter to:

- (1) Oklahoma Department of Human Services (“DHS”) through the hotline designated for this purpose (1-800-522-3511), AND
- (2) local law enforcement.

Any district employee having reasonable cause to believe that any student **eighteen (18) years or older** is a **victim of abuse, neglect or exploitation** shall immediately report this matter to local law enforcement.

Additionally, any district employee must report **suspected child trafficking** to:

- (1) Oklahoma Bureau of Narcotics and Dangerous Drugs Control (“OBNDCC”) at 1-800-522-8031,
- (2) DHS through the hotline designated for this purpose (1-800-522-3511), AND
- (3) local law enforcement.

After a report is made to DHS or OBNDCC via the hotline or to law enforcement, the reporting party will prepare a written report which contains the confirmation number of the report (if applicable), the date and time of the telephone contact, the name of the person to whom the district employee made the oral report, the names and addresses of the student, the parents, and any other responsible persons, the student's age, the nature and extent of injuries, any previous incidents, and any other helpful information. A copy of this report will be furnished to the principal or, if the reporter believes the principal is not an appropriate individual, to the superintendent.

Local law enforcement shall keep confidential and redact any information identifying the reporting district employee unless otherwise ordered by the court. A district employee with knowledge of a report made to DHS and/or local law enforcement shall not disclose information identifying the reporting district employee unless otherwise ordered by the court or as part of an investigation by local law enforcement or DHS.

Investigating Abuse, Neglect or Exploitation

At the request of appropriately identified investigators of DHS, OBNDCC or the district attorney's office or local law enforcement, the superintendent, principal or other school official shall permit the investigators access to the student about whom the agency received a report. The interview will be arranged in a manner that minimizes embarrassment to the student. The superintendent will not contact the parent, guardian or other person responsible for the student's health or welfare prior to or following the interview, unless permission for parent contact is provided by DHS, OBNDCC or the district attorney's office or law enforcement authorities. No district employee will be present during the interview. However, a district employee may be present prior to the interview if the employee believes that his or her temporary presence will make the student more comfortable or if the representatives request the presence of a district employee during the interview.

Reports to Principal or Other School Officials

Suspected instances of abuse, neglect, exploitation or trafficking, whether the result of circumstances at home, school or at other locations, affects the student while he or she is at school or participating in school activities. Consequently, employees are required to report any suspicion of abuse, neglect, exploitation or trafficking by any individual, whether the identity is known or unknown, to the principal or other school official. This reporting obligation exists in all instances, including circumstances suggestive of this conduct at school or connected with school activities. Accordingly, this policy includes an obligation to notify the principal or other school official, if for any reason the

employee has a reasonable belief that the principal should not be notified, in any instance involving suspected abuse, neglect, exploitation or trafficking of a student.

Immunity for Good Faith Reports

Oklahoma law provides that any district employee who in good faith and exercising due care makes a report to DHS or another appropriate law enforcement office, allows access to a student by persons authorized to investigate a report concerning the student or participates in any judicial proceeding resulting from a report, shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed.

Neither the board of education nor any district employee will discharge or in any manner discriminate or retaliate against the person who in good faith provides such reports or information, testifies, or is about to testify in any proceeding involving abuse, neglect, exploitation, or trafficking, provided that the person did not perpetrate or inflict the abuse, neglect, exploitation or trafficking.

Information Concerning Abuse, Neglect or Exploitation

In any instance in which the district receives a report from DHS regarding any confirmed report of sexual abuse or severe physical abuse concerning the student, the superintendent will forward to a subsequent school in which the student enrolls all confirmed reports of sexual abuse and severe physical abuse received from DHS, and the superintendent will notify DHS of the student's new school and address, if known.

All information or documents generated or received by the district in regard to the matter are confidential and shall not be disclosed except to investigators of DHS, the district's attorneys, the district attorney's office, a subsequent district in which the student enrolls, a person designated to assist in the treatment of or with services provided to the student or other state or federal officials in connection with the performance of their official duties. The information or documents shall be maintained and transmitted by the district in the same manner as special education records.

Training on Child Abuse and Neglect

A program, which includes the following information, shall be completed the first year a certified teacher is employed by a school district, and then once every fifth academic year:

1. Training on recognition of child abuse and neglect;
2. Recognition of child sexual abuse;
3. Proper reporting of suspected abuse; and
4. Available resources.

Reference: 10A OKLA. STAT. §1-2-101 et seq.
30 OKLA. STAT. § 4-903
70 OKLA. STAT. § 1210.163
70 Okla. Stat. § 6-194

CHILD ABUSE, NEGLECT, EXPLOITATION AND TRAFFICKING REPORT FORM

Any District employee having reasonable cause to believe that a student is the victim of abuse, neglect, or exploitation must IMMEDIATELY report this matter to the Oklahoma Department of Human Services (DHS) through the hotline designated for this purpose (800-522-3511) and to local law enforcement. In addition to reports to DHS and local law enforcement above, employees must report suspected child trafficking to the Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDCC) at 800-522-8031.

In accordance with the District’s “Abuse, Neglect, Exploitation and Trafficking” policy, an employee should also provide notice to the school principal or other school official that a report was made to DHS, local law enforcement, and/or OBNDCC, and provide relevant information on the report for the District’s records.

Instructions:

This form should be completed in full and immediately delivered to the school site principal. If for some reason the reporting party believes the principal is not the appropriate individual to receive the report, then this completed form should be immediately delivered to the superintendent.

Reporting Employee Information

Reporting Employee Name: _____
Title/Position: _____
Date & Time notified of suspected abuse, neglect, exploitation or trafficking: _____

Student Information

Student Name: _____
Student Address: _____
Student DOB/Age: _____
Student ID Number: _____
Parent/Guardian: _____
Parent/Guardian Contact #: _____

Description of suspected abuse, neglect, exploitation or trafficking and other information and/or document(s) (including information regarding any previous incidents) know to the reporting party (attached separate page if additional space needed):

(See Next Page)

Reporting Information
(ALL FIELDS MUST BE COMPLETED or Marked N/A)

Oklahoma Department of Human Services (Mandatory in all cases)

Date of DHS Hotline (800-522-3511) Notification: _____
Time of DHS Hotline (800-522-3511) Notification: _____
Name of DHS Hotline Employee Contacted: _____
DHS Case/Confirmation Number: _____

Law Enforcement (Mandatory in all cases)

Date of Law Enforcement Notification: _____
Time of Law Enforcement Notification: _____
Agency and Law Enforcement Employee Contacted: _____
Method of Communication with Law Enforcement: _____
Case or Report Number: _____

Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDDC)
(Mandatory only if suspected child trafficking)

Date of OBNDDC Hotline (800-522-8031) Notification: _____
Time of OBNDDC (800-522-8031) Notification: _____
Name of OBNDDC Hotline Employee Contacted: _____
OBNDDC Case/Confirmation Number: _____

Signature of Reporting Employee

Date Report Completed: _____

Time Report Completed: _____

***POLICY PROHIBITING HARASSMENT, INTIMIDATION AND BULLYING
AND PROCEDURES FOR COMBATING THESE BEHAVIORS***

Statement of Legislative Mandate and Purpose

This policy is a result of the legislative mandate and public policy embodied in the *School Safety and Bullying Prevention Act*, 70 Okla. Stat. § 24-100.2 et seq. (“Act”). The district intends to comply with the mandates of the Act and expects students to refrain from bullying. Bullying is expressly forbidden and students who bully are subject to disciplinary consequences as outlined in the district’s policy on student behavior. Bullies may also be provided with assistance to end their unacceptable behavior, and targets of bullies may be provided with assistance to overcome the negative effects of bullying.

Definition of Terms

A. Statutory definition of terms:

“Bully” means any pattern of harassment, intimidation, threatening behavior, physical acts, verbal or electronic communication directed toward a student or group of students that results in or is reasonably perceived as being done with the intent to cause negative educational or physical results for the targeted individual or group and is communicated in such a way as to disrupt or interfere with the school’s educational mission or the education of any student.

“Threatening behavior” means any pattern of behavior or isolated action, whether or not it is directed at another person, that a reasonable person would believe indicates potential for future harm to students, school personnel, or school property.

“Electronic communication” means the communication of any written, verbal, pictorial information or video content by means of an electronic device, including, but not limited to, a telephone, a mobile or cellular telephone or other wireless telecommunication device, or a computer.

Note: Bullying by electronic communication is prohibited whether or not such communication originated at school, or with school equipment, if the communication is specifically directed at students or school personnel and concerns bullying at school.

“At school” means on school grounds, in school vehicles, at school-sponsored activities, or at school-sanctioned events.

B. The “Reasonable Person” Standard

In determining what a “reasonable person” should recognize as bullying, staff will consider the point of view of the intended target, including any characteristics unique to the intended target. Staff may also consider the discipline history and physical characteristics of the alleged bully.

C. Types of Bullying

“Physical Bullying” includes harm or threatened harm to another’s body or property, including but not limited to, threats, tripping, hitting, pushing, pinching, pulling hair, kicking, biting, starting fights, daring others to fight, stealing or destroying property, extortion, assaults with a weapon, other violent acts, and homicide.

“Emotional Bullying” includes the intentional infliction of harm to another’s self-esteem, including but not limited to insulting or profane remarks or gestures, or harassing and frightening statements.

“Social Bullying” includes harm to another’s group acceptance, including but not limited to gossiping; spreading negative to cause a targeted person to be socially excluded, ridiculed, or otherwise lose status; acts designed to publicly embarrass a targeted person, damage the target’s current relationships, or deprive the target of self-confidence or the respect of peers.

“Sexual Bullying” includes harm of a sexual nature, including but not limited to making unwelcome sexual comments or gestures to or about the targeted person; creating or distributing vulgar, profane, or lewd words or images about the target; committing a sexual act at school, including touching private parts of the target’s body; engaging in off-campus dating violence that adversely affects the target’s education opportunities; making threatening sexual statements directed at or about the target; or gossiping about the target’s sexuality or sex life. Such conduct may also constitute sexual harassment which is prohibited by the district.

Understanding and Preventing Bullying

A. Student and Staff Education and Training

A full copy of this policy will be posted on the district’s website and included in all district handbooks. Parents, guardians, community members, and volunteers will be notified of the availability of this policy through the district’s annual written notice of the district’s anti-bullying policy. Written notice of the policy will also be posted at various places in all district school sites.

Students and staff will be periodically reminded throughout the year of the availability of this policy, the district’s commitment to preventing bullying, and help available for those affected by bullying. Anti-bullying programs will be incorporated into the district’s other violence prevention efforts.

All staff will receive ~~annual~~ training regarding preventing, identifying, reporting, and managing bullying. The district’s bullying coordinator and individuals designated as school site investigators will receive additional training regarding appropriate consequences and remedial action for bullies, helping targets of bullies, and the district’s strategy for counseling and referral for those affected by bullying. **The training shall be completed the first year an administrator or district employee is employed by the district, and then once every fifth academic year.**

Students will receive annual education regarding behavioral expectations, understanding bullying and its negative effects, disciplinary consequences for infractions, reporting methods, and consequences for those who knowingly make false reports. Parents and guardians may participate in a parent education component.

B. Safe School Committees

Each Safe School Committee has the responsibility of studying and making recommendations regarding unsafe conditions, strategies for students to avoid harm at school, student victimization, crime prevention, school violence, and other issues which interfere with and adversely affect the maintenance of safe schools.

With respect to student bullying, each Committee shall assist the Board in promoting a positive school climate. The Committee will study the district’s policy and currently accepted bullying prevention programs (available on the state department website) to make recommendations regarding bullying. These recommendations must be submitted to the principal and cover: (i) needed staff development, including

how to recognize and avoid bullying; (ii) increasing student and community involvement in addressing bullying, (iii) improving individual student-staff communication, (iv) implementing problem solving teams which include counselors and/or school psychologists, and (v) utilizing behavioral health resources.

Student Reporting

Students are encouraged to inform school personnel if they are the target of or a witness to bullying. To make a report, students should notify a teacher, counselor, or principal. The employ will give the student an official report form, and will help the student complete the form, if needed.

Students may make an anonymous report of bullying, and such report will be investigated as thoroughly as possible. However, it is often difficult to fully investigate claims which are made anonymously and disciplinary action cannot be taken against a bully solely on the basis of an anonymous report.

Staff Reporting

Staff members will encourage students to report bullying. All employees are required to report acts of bullying to the school principal on an official report form. Any staff member who witnesses, hears about, or suspects bullying is required to submit a report.

Bullying Investigators

Each school site will have a designated individual and an alternate to investigate bullying reports. These individuals will be identified in the site's student and staff handbooks, on the district's website, and in the bullying prevention education provided annually to students and staff. The district's anti-bullying program is coordinated at the district level by its bullying coordinator, Ms. Carmen Walters.

Investigating Bullying Reports

For any alleged incidents of bullying reported to school officials, the designated school official will investigate the alleged incident(s) and determine (i) whether bullying occurred, (ii) the severity of the incident(s), and (iii) the potential for future violence.

In conducting an investigation, the designated official shall interview relevant students and staff and review any documentation of the alleged incident(s). School officials may also work with outside professionals, such as local law enforcement, as deemed appropriate by the investigating official. In the event the investigator believes a criminal act may have been committed or there is a likelihood of violence, the investigator will immediately call local law enforcement and the superintendent.

At the conclusion of the investigation, the designated employee will document the steps taken to review the matter, the conclusions reached and any additional action taken, if applicable. Further, the investigator will notify the district's bullying coordinator that an investigation has occurred and the results of the investigation. In the event the investigation reveals that bullying occurred, the district's bullying coordinator will refer the student who committed the act of bullying to a delinquency prevention and diversion program through the Office of Juvenile Affairs.

Upon completion of an investigation, the school may recommend that available community mental health care or substance abuse options be provided to a student, if appropriate. The school may provide a student with information about the types of support services available to the student bully, target, and any other students affected by the prohibited behavior. These resources will be provided to any individual who

requests such assistance or will be provided if a school official believes the resource might be of assistance to the student/family. The district is not responsible for paying for these services. No school employee is expected to evaluate the appropriateness or the quality of the resource provided, nor is any employee required to provide an exhaustive list of resources available. All school employees will act in good faith.

The school may request the disclosure of information concerning students who have received substance abuse or mental health care (pursuant to the previous paragraph) if that information indicates an explicit threat to the safety of students or school personnel, provided the disclosure of the information does not violate the requirements and provisions of the Family Educational Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996, OKLA. STAT. tit. 12 § 1376, OKLA. STAT. tit. 59 §1376 of the Oklahoma Statutes, or any other state or federal laws regarding the disclosure of confidential information. The school may request the disclosure of information when it is believed that the student may have posed a danger to him/herself and having such information will allow school officials to determine if it is safe for the student to return to the regular classroom or if alternative education arrangements are needed.

Parental Notification

The assigned investigator will notify the parents of a target within one (1) school day that a bullying report has been received. Within one (1) school day of the conclusion of the investigation, the investigator will provide the parents of a target with the results of the investigation and any community resources deemed appropriate to the situation.

If the report of bullying is substantiated, within one (1) school day of the conclusion of the investigation, the investigator will contact the parents of the bully to discuss disciplinary action and any community resources deemed appropriate to the situation.

The timelines in this parental notification section may be reasonably extended if individual circumstances warrant such an extension.

Parental Responsibilities

All parents/guardians will be informed in writing of the District's program to stop bullying and will be given a copy of this policy upon request. An administrative response to a reported act of bullying may involve certain actions to be taken by parents. Parents will be informed of the program and the means for students to report bullying acts toward them or other students. They will also be told that to help prevent bullying at school they should encourage their children to:

- Report bullying when it occurs;
- Take advantage of opportunities to talk to their children about bullying;
- Inform the school immediately if they think their child is being bullied or is bullying other students;
- Watch for symptoms that their child may be a target of bullying and report those symptoms; and
- Cooperate fully with school personnel in identifying and resolving incidents.

Student Transfers

Students who are victims of bullying, and who report the incident(s) to school administrators, may choose to transfer to another school district. Any application for transfer must be made in accordance with the receiving school district's transfer policy.

Monitoring and Compliance

In order to assist the State Department of Education with compliance efforts pursuant to the *School Safety and Bullying Prevention Act*, 70 OKLA. STAT. § 24-100.2 et seq., the district will identify a Bullying Coordinator who will serve as the district contact responsible for providing information to the State Board of Education. The Bullying Coordinator shall maintain updated contact information on file with the State Department of Education and the school district will notify the State Department of Education within fifteen (15) days of the appointment of a new Bullying Coordinator.

A copy of this policy will be submitted to the State Department of Education by December 10th of each school year as part of the school district's Annual Performance Report.

Reference: Okla. Stat. tit. 70 § 24-100.2; Okla. Stat. tit. 70, § 24-100.4.

Bullying Report Form

Instructions

Complete the form below with as much information as possible. If you need assistance completing this form, contact the district’s bullying coordinator, Ms. Carmen Walters. Return the completed form to Ms. Carmen Walters, ~~Executive Director of Federal Programs and Elementary Education~~ **Assistant Superintendent**, 802 E. Vilas, Guthrie, OK 73044.

Anonymous reports will be investigated to the best of the district’s ability, but full information allows the district to conduct a more thorough inquiry. No individual will be retaliated against for filing a good faith bullying report.

Individual Making the Report

Name: _____ Report Date: _____
School: _____ Grade / Job Title: _____
Contact Numbers: _____

Incident Information:

Date of Incident: _____ Time: _____

Location of Incident: _____

Describe Incident: *Use additional pages as necessary, and attach any relevant documents*

Other Witnesses: _____

The information in this report is true and correct to the best of my knowledge. I understand that the district will not tolerate retaliation for filing a good-faith report of bullying. I also understand that if I knowingly file a false report of bullying, I may face disciplinary consequences.

Reporter’s Signature

Date

Investigation Report

Investigator: _____
Date report received: _____

Position/Title: _____
Date investigation begun: _____

Required Notifications

Date target’s parent notified of a report received: _____
Date target’s parent notified of completed inquiry: _____
Date bully’s parent notified of a substantiated report: _____
Date reported to district’s bullying coordinator: _____
Date reported to law enforcement, if applicable: _____

Method: _____
Method: _____
Method: _____
Method: _____
Method: _____

Investigation Process

Individuals interviewed: (attach additional pages if needed)

Name: _____ Date: _____
Interview summary: _____

Name: _____ Date: _____
Interview summary: _____

Name: _____ Date: _____
Interview summary: _____

Name: _____ Date: _____
Interview summary: _____

Name: _____ Date: _____
Interview summary: _____

Documents reviewed: (attach additional pages if needed)

Note: attach copies of all documents reviewed, including witness statements.

Document:	_____	Date:	_____
Document:	_____	Date:	_____
Document:	_____	Date:	_____
Document:	_____	Date:	_____
Document:	_____	Date:	_____
Document:	_____	Date:	_____
Document:	_____	Date:	_____

Conclusions reached:

Actions taken:

Signature of Investigator

Date

SEARCH OF STUDENTS (REGULATION)

The superintendent, school principal, or designee is authorized to detain and search any student and any property in the student's possession while on school premises, at school activities, or while in transit under authority of the school, for any item possession of which by the student is illegal or prohibited by school rules, or for property believed to have been stolen from another student, an employee, or the school. The search shall be conducted according to the following guidelines:

Reasonableness

The decision to search must be based upon a reasonable suspicion that:

1. A violation of the law or school rules has occurred or is occurring;
2. The student to be searched has committed the violation; and
3. Particular evidence of the violation will be discovered in the search.

In deciding whether a suspicion is reasonable, all the circumstances surrounding the case should be considered, including:

1. The student's age, history, and record in school;
2. The prevalence and seriousness of the suspected violation;
3. The school officials' prior experience in detecting the problem or recognizing suspicious behavior;
4. The need to make a search without delay and further investigation;
5. The specificity and source of the information used as justification for the search; and
6. The particular teacher or school official's experience with the student.

Scope

1. The scope or extent of the search shall be reasonably related to the kind of objects being searched for, and not excessively intrusive in light of the student's age and sex and the nature of the suspected violation. A search commenced to discover a particular kind of item may be expanded or continued for additional items if circumstances warrant.
2. A search commenced to discover a particular kind of item may be expanded or continued for additional items if circumstances warrant.
3. No student's clothing, except cold weather outerwear, shoes, and hand and head coverings, except religious head coverings, shall be removed prior to or during the conduct of any warrantless search.

Conducting a Search of a Student's Person

~~The search shall be conducted by a person of the same sex as the person being searched.~~

~~Another authorized person shall be present as a witness, of the same sex if practicable.~~

~~No student's clothing, except cold weather outerwear, may be removed prior to or during the search. Students may be required to empty their pockets. Strip searches are prohibited.~~

Discovered Items

Illegal items or other possessions or substances reasonably determined to be a threat to the safety or security of others may be seized by school authorities. These items will immediately be turned over to law enforcement officials for disposition as they see fit.

Items which are used to disrupt or interfere with the educational process may be temporarily removed from student possession.

The Superintendent may designate school personnel to transport any dangerous weapons, controlled dangerous substances, alcoholic beverages, or missing or stolen property that might be in a student's possession from a school site to a centralized location within the school district or to local law enforcement offices for lawful disposal. While in transport, the designated school personnel shall carry their school identification and a letter from the superintendent confirming their authority to transport the items for disposal. All items transported for disposal shall be transported in a locked container.

Refusal to Submit to Search

A student who refuses to peaceably submit to a search based on reasonable suspicion or who refuses to turn over items discovered as a result of a search may be suspended for such reasons.

Reports

The person conducting the search shall prepare a report to be maintained by the principal including the date, time, place, names of witnesses, purpose, basis, and result of the search.

Reference: Okla. Stat. tit. 70, § 24-102

INSPECTION OF STUDENT LOCKERS

In order to maintain discipline and to ensure the proper functioning of the educational process, school administrators must have access to all school property, including lockers, desks, or other school property assigned to students. The administration will maintain a confidential file of all lockers and their combinations and will retain master keys to all lockers. Thus, although students have privacy rights in their locker contents as against other students, they do not have privacy rights in the contents of their lockers, desks, or other school property as against school administrators. No school property will be used to store objects or materials that violate school regulations or state and local ordinances. The school maintains the right to ensure that lockers and desks are properly cleaned and that they do not contain items which should not be kept on school property. Lockers will be opened periodically for cleaning purposes and to locate overdue library and class materials. In addition, school administrators may open and examine student lockers for general and specific inspections at any time.

“Sniffer” dogs may properly be used to discover narcotics and dangerous drugs concealed in school property assigned to students.

Illegal items or other possessions or substances reasonably determined to be a threat to the safety or security of others may be seized by school authorities. These items will immediately be turned over to law enforcement officials for disposition as they see fit. **The Superintendent may designate school personnel to transport any seized dangerous weapons, controlled dangerous substances, alcoholic beverages, or missing or stolen property that might be in a student’s possession from a school site to a centralized location within the school district or to local law enforcement offices for lawful disposal. While in transport, the designated school personnel shall carry their school identification and a letter from the superintendent confirming their authority to transport the items for disposal. All items transported for disposal shall be transported in a locked container.**

Items which are used to disrupt or interfere with the educational process may be temporarily removed from student possession.

Reference: Okla. Stat. tit. 70, § 24-102

SUICIDE AWARENESS, TRAINING, AND PREVENTION

PURPOSE: Suicide is a leading cause of death among young people. The health and well-being of students is of utmost importance to the school district, and the school district is committed to actively preventing suicide through awareness, effective training, outreach, and prevention. This policy outlines strategies, procedures, and resources for preventing suicide, identifying potentially-suicidal students and high-risk behavior, as well as intervention and postvention mechanisms.

SCOPE: This policy is applicable to actions that occur in school district buildings, premises, or property, including vehicles, at school-sponsored functions and activities, and governs the entire school district community, including, but not limited to, staff, students, parents and guardians, and volunteers.

SUICIDE PREVENTION TRAINING: ~~The school district shall provide training and education to all staff members on suicide awareness and prevention on a biennial basis.~~ **The school district shall provide training to all staff members in their first year employed by the school district, and then once every fifth academic year, addressing suicide awareness and prevention.** The training will include evidence-based approaches to suicide prevention or curriculum made available or approved by the Department of Mental Health and Substance Abuse Services, including how to recognize changes in behavior that may be indicative of distress, how to approach students to discuss concerns, and how to refer a parent or student to appropriate resources.

Beginning with the 2022-2023 school year, the school district may provide training to address suicide awareness and prevention to 7th through 12th graders.

Publication and Distribution: The course outline for the training curriculum shall be made available on the school district's website.

NOTIFYING PARENTS AND LEGAL GUARDIANS: Teachers, counselors, principals, administrators and other school personnel, upon determining a student is at risk for attempting suicide, shall notify the parents or legal guardians of the student immediately upon determining such risk exists.

IMMUNITY FROM EMPLOYMENT DISCIPLINE AND CIVIL LIABILITY: Teachers, counselors, principals, administrators and other school personnel shall be immune from employment discipline and any civil liability with respect to the following actions:

1. Calling 911, law enforcement, or the Department of Human Services if they believe a student poses a threat to themselves or others or if a student has committed or been the victim of a violent act or threat of a violent act;
2. Providing referral, emergency medical care or other assistance offered in good faith to a student or other youth; or
3. Communicating information in good faith concerning drug or alcohol abuse or potential safety threat by or to any student to the parents or legal guardians of the student, law enforcement officers or health care providers.

NO SPECIFIC DUTY OF CARE OR CAUSE OF ACTION: The training required by this policy, or lack thereof, shall not be construed to impose any specific duty of care. No person shall have a cause of action for any loss or damage caused by any act or omission resulting from the implementation of this policy or resulting from any training, or lack thereof, required by this policy, unless the loss or damage was caused by willful or wanton misconduct.

Community Intervention and Prevention Services: The school district may enter into agreements with designated Youth Services Agencies for the provision of intervention and prevention services.

Reference: Okla. Stat. tit. 70, § 24-100.7; Okla. Stat. tit. 70, § 24-100.7.



Staking A Claim in Our Students' Future

John Hancock
Executive Director/Personnel & Secondary
Ed.

Phone 405-282-8900
john.hancock@guthrieips.net
www.guthrieips.net

Memo

To: Dr. Mike Simpson & Guthrie Board of Education

From: John Hancock, Exec. Dir./Personnel & Sec. Ed.

Date: August 2, 2023

Re: 2023-2024 School Calendar Conversion

Guthrie Public Schools has an adopted calendar of 180 days for the 2023-2024 school year. I would like to recommend that Guthrie Public Schools convert to the 1152 hours (days to hours) to be used should unforeseen events cause the cancellation of classes as indicated on the adopted calendar.

Guthrie Public Schools

School Calendar 2023-2024

AUGUST

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

11, 14, & 15 Teacher In-Service
16 - First Day of Classes

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

4 - Labor Day
15 - Homecoming (2:10 PM Dismissal)
18 - Teacher In-Service

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

13 - End of First Quarter
17- P/T Conf (All Sites)
19 and 20 Fall Break
26 - P/T Conf (All Sites)

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

NOVEMBER

20 - 24 Thanksgiving Break

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

DECEMBER

15- End of 2nd Quarter
Dec 18 - Jan. 2 Winter Break

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY

3 - Classes Resume
15 - Martin Luther King Day

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

FEBRUARY

19 - Teacher In-Service

April						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MARCH

12 and 14 - P/T Conf (All Sites)
15 - End of 3rd Quarter
18-22 Spring Break

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY

24 - Last Day of Classes
27 - Memorial Day

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1st Quarter **41+4**
2nd Quarter **39**
3rd Quarter **52+1**
4th Quarter **43**

175 Days Taught
5 Professional Days
180 Days Total

*School will be dismissed
if not used for bad weather

- Administration - 282-8900
- High School - 282-5906
- Faver Alternative - 282-5941
- Junior High - 282-5936
- Upper Elementary - 282-5924
- Fogarty Elementary - 282-5932
- Charter Oak Elementary - 282-5964
- Cotteral Elementary - 282-5928
- Central Elementary - 282-0352
- Child Nutrition - 282-5952
- Maintenance - 282-5944
- Technology - 282-5959
- Transportation - 282-5919

Professional Day

Vacation Day

Parent/Teacher Conferences
(4:00 p.m. - 7:00 p.m.)

Snow Make-Up Day
(To be used in numbered order
if days are needed)

NOTE: Any additional inclement weather days will be made up at the end of the school year

COUNTY
LOGAN

DISTRICT
GUTHRIE

SITE
CENTRAL - 130

Parent-Teacher Conference Days/Hours (2 days and/or 12 Hours maximum)

Number of Days	# of Hours per Day	TOTAL PARENT-TEACHER CONFERENCE HOURS
2	6	12

Actual/Regular School Year (Do Not Include Parent-Teacher Conferences or Additional Minutes or Partial Days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
8:15 AM	3:10 PM	415	30	385	173	1110.08

Adding Additional Days/Minutes in Bulk (if minutes are added to a large number of school days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
		0		0		0.00

Adding Additional Days/Hours or Partial Days/Hours (partial days are included in Days Taught for ASR if longer than 120 minutes)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Date	Total Hours
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
ADDITIONAL DAYS TAUGHT		0		0		0.00
			TOTAL MINUTES	0	TOTAL HOURS	0.00

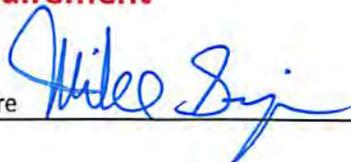
Professional Development Hours/Days

Number of Days	Number of Hours	TOTAL PROFESSIONAL DEVELOPMENT HOURS
5	6	30

Meets 1080 Requirement

TOTAL DAYS TAUGHT FOR ASR
175

GRAND TOTAL HOURS	1152.08
--------------------------	---------

Superintendent Signature 

Date 8-2-2023

RAO Signature _____

Date _____

NOTES: Type here to enter a note.

SCHOOL DAYS/HOURS WORKSHEET

COUNTY
LOGAN

DISTRICT
GUTHRIE

SITE
CHARTER OAK - 135

Parent-Teacher Conference Days/Hours (2 days and/or 12 Hours maximum)

Number of Days	# of Hours per Day	TOTAL PARENT-TEACHER CONFERENCE HOURS
2	6	12

Actual/Regular School Year (Do Not Include Parent-Teacher Conferences or Additional Minutes or Partial Days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
8:15 AM	3:10 PM	415	30	385	173	1110.08

Adding Additional Days/Minutes in Bulk (if minutes are added to a large number of school days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
		0		0		0.00

Adding Additional Days/Hours or Partial Days/Hours (partial days are included in Days Taught for ASR if longer than 120 minutes)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Date	Total Hours
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
ADDITIONAL DAYS TAUGHT		0	TOTAL MINUTES	0	TOTAL HOURS	0.00

Professional Development Hours/Days

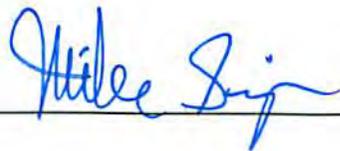
Number of Days	Number of Hours	TOTAL PROFESSIONAL DEVELOPMENT HOURS
5	6	30

Meets 1080 Requirement

TOTAL DAYS TAUGHT FOR ASR
175

GRAND TOTAL HOURS	1152.08
--------------------------	---------

Superintendent Signature



Date

8-2-2023

RAO Signature

Date

NOTES: Type here to enter a note.

COUNTY
LOGAN

DISTRICT
GUTHRIE

SITE
COTTERAL - 120

Parent-Teacher Conference Days/Hours (2 days and/or 12 Hours maximum)

Number of Days	# of Hours per Day	TOTAL PARENT-TEACHER CONFERENCE HOURS
2	6	12

Actual/Regular School Year (Do Not Include Parent-Teacher Conferences or Additional Minutes or Partial Days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
8:15 AM	3:10 PM	415	30	385	173	1110.08

Adding Additional Days/Minutes in Bulk (if minutes are added to a large number of school days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
		0		0		0.00

Adding Additional Days/Hours or Partial Days/Hours (partial days are included in Days Taught for ASR if longer than 120 minutes)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Date	Total Hours
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
ADDITIONAL DAYS TAUGHT		0		0	TOTAL HOURS	0.00

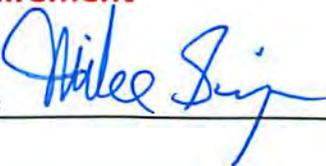
Professional Development Hours/Days

Number of Days	Number of Hours	TOTAL PROFESSIONAL DEVELOPMENT HOURS
5	6	30

Meets 1080 Requirement

TOTAL DAYS TAUGHT FOR ASR
175

GRAND TOTAL HOURS	1152.08
--------------------------	---------

Superintendent Signature 

Date 8-2-2023

RAO Signature _____

Date _____

NOTES: Type here to enter a note.

COUNTY
LOGAN

DISTRICT
GUTHRIE

SITE
FOGERTY - 110

Parent-Teacher Conference Days/Hours (2 days and/or 12 Hours maximum)

Number of Days	# of Hours per Day	TOTAL PARENT-TEACHER CONFERENCE HOURS
2	6	12

Actual/Regular School Year (Do Not Include Parent-Teacher Conferences or Additional Minutes or Partial Days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
8:15 AM	3:10 PM	415	30	385	173	1110.08

Adding Additional Days/Minutes in Bulk (if minutes are added to a large number of school days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
		0		0		0.00

Adding Additional Days/Hours or Partial Days/Hours (partial days are included in Days Taught for ASR if longer than 120 minutes)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Date	Total Hours
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
ADDITIONAL DAYS TAUGHT		0		TOTAL MINUTES		TOTAL HOURS
				0		0.00

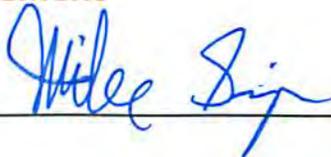
Professional Development Hours/Days

Number of Days	Number of Hours	TOTAL PROFESSIONAL DEVELOPMENT HOURS
5	6	30

Meets 1080 Requirement

TOTAL DAYS TAUGHT FOR ASR
175

GRAND TOTAL HOURS	1152.08
--------------------------	---------

Superintendent Signature 

RAO Signature _____

Date 8-2-2023

Date _____

NOTES: Type here to enter a note.

COUNTY
LOGAN

DISTRICT
GUTHRIE

SITE
GUES - 125

Parent-Teacher Conference Days/Hours (2 days and/or 12 Hours maximum)

Number of Days	# of Hours per Day	TOTAL PARENT-TEACHER CONFERENCE HOURS
2	6	12

Actual/Regular School Year (Do Not Include Parent-Teacher Conferences or Additional Minutes or Partial Days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
8:15 AM	3:10 PM	415	30	385	173	1110.08

Adding Additional Days/Minutes in Bulk (if minutes are added to a large number of school days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
		0		0		0.00

Adding Additional Days/Hours or Partial Days/Hours (partial days are included in Days Taught for ASR if longer than 120 minutes)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Date	Total Hours
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
ADDITIONAL DAYS TAUGHT		0		0		0.00
			TOTAL MINUTES	0	TOTAL HOURS	0.00

Professional Development Hours/Days

Number of Days	Number of Hours	TOTAL PROFESSIONAL DEVELOPMENT HOURS
5	6	30

Meets 1080 Requirement

TOTAL DAYS TAUGHT FOR ASR
175

GRAND TOTAL HOURS	1152.08
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Superintendent Signature *Walee Syj*

RAO Signature _____

Date 8-2-2023

Date _____

NOTES: Type here to enter a note.

COUNTY
LOGAN

DISTRICT
GUTHRIE

SITE
JH - 610

Parent-Teacher Conference Days/Hours (2 days and/or 12 Hours maximum)

Number of Days	# of Hours per Day	TOTAL PARENT-TEACHER CONFERENCE HOURS
2	6	12

Actual/Regular School Year (Do Not Include Parent-Teacher Conferences or Additional Minutes or Partial Days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
8:15 AM	3:10 PM	415	30	385	173	1110.08

Adding Additional Days/Minutes in Bulk (if minutes are added to a large number of school days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
		0		0		0.00

Adding Additional Days/Hours or Partial Days/Hours (partial days are included in Days Taught for ASR if longer than 120 minutes)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Date	Total Hours
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
ADDITIONAL DAYS TAUGHT		0		TOTAL MINUTES		TOTAL HOURS
				0		0.00

Professional Development Hours/Days

Number of Days	Number of Hours	TOTAL PROFESSIONAL DEVELOPMENT HOURS
5	6	30

Meets 1080 Requirement

TOTAL DAYS TAUGHT FOR ASR
175

GRAND TOTAL HOURS	1152.08
--------------------------	---------

Superintendent Signature *Wilee Sign*

RAO Signature _____

Date 8-2-2023

Date _____

NOTES: Type here to enter a note.

COUNTY
LOGAN

DISTRICT
GUTHRIE

SITE
HS - 705

Parent-Teacher Conference Days/Hours (2 days and/or 12 Hours maximum)

Number of Days	# of Hours per Day	TOTAL PARENT-TEACHER CONFERENCE HOURS
2	6	12

Actual/Regular School Year (Do Not Include Parent-Teacher Conferences or Additional Minutes or Partial Days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
8:15 AM	3:10 PM	415	30	385	173	1110.08

Adding Additional Days/Minutes in Bulk (if minutes are added to a large number of school days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
		0		0		0.00

Adding Additional Days/Hours or Partial Days/Hours (partial days are included in Days Taught for ASR if longer than 120 minutes)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Date	Total Hours
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
		0		0		0.00
ADDITIONAL DAYS TAUGHT		0		0		0.00
			TOTAL MINUTES	0	TOTAL HOURS	0.00

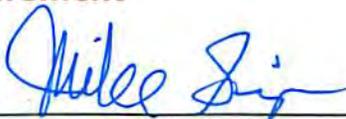
Professional Development Hours/Days

Number of Days	Number of Hours	TOTAL PROFESSIONAL DEVELOPMENT HOURS
5	6	30

Meets 1080 Requirement

TOTAL DAYS TAUGHT FOR ASR
175

GRAND TOTAL HOURS	1152.08
--------------------------	---------

Superintendent Signature 

Date 8-2-2023

RAO Signature _____

Date _____

NOTES: Type here to enter a note.

OKLAHOMA STATE DEPARTMENT OF EDUCATION
CHILD NUTRITION PROGRAMS (CNP)
CERTIFICATE OF AUTHORITY/AUTHORIZED USER FORM

COUNTY DISTRICT CODE 42-1001
COUNTY Logan
SCHOOL FOOD AUTHORITY Jana Wanzer

This is to certify that Jana Wanzer, whose signature appears below, is the designated authorized representative of the governing body shown below and is fully empowered to enter into any agreement with the Oklahoma State Department of Education (OSDE) which may be a prerequisite to the installation and/or operation of a National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), After-School Snack Program (ASSP), Child and Adult Care Food Program (CACFP), and/or Summer Food Service Program for Children (SFSP) in the School Food Authority (SFA) shown above, and may act for the governing body in preparing and signing other documents, reports, and claims for reimbursement pertaining to the installation and operation of the program(s).

Governing Body Guthrie Public Schools

(President, Clerk, or Other)
Title: _____ Date: _____
Jana Wanzer
(Signature of Authorized Representative)
Title: Treasurer SFA Date: 7/27/23

MAILING ADDRESS TO BE USED FOR ALL CORRESPONDENCE FROM THIS OFFICE:

802 East Vilas Guthrie, OK 73044
(Street or Box) (State) (Zip Code)

The Authorized Representative signs or electronically transmits and accepts responsibility for the monthly claim for reimbursement and receives all correspondence from this office. The name of this person should appear, typed or printed, at the top of the page; this person should sign on the *Signature of Authorized Representative* line. A member of the Board of Education should sign on the *President, Clerk, or Other* line. A stamped signature is not acceptable unless that signature is registered with the Secretary of State.

Oklahoma State Department of Education
Child Nutrition Programs Section, Room 310
2500 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105-4599

FY2024 AGREEMENT

This agreement made and entered into this 1st day of August 2023 by and between the City of Guthrie, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Guthrie School District of Logan County, Oklahoma, hereinafter referred to as "District", WITNESSETH.

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of the public schools of the District through the placement of a police officer in said schools, as authorized by OKLA. STAT. tit. 74, §§ 360.19 and 1008.

ADMINISTRATION: This agreement shall be administered by the City Manager and the Chief of Police with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of any disputes. The City Manager and the Chief of Police of the City shall receive from the District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of Schools for the District.

TERM OF AGREEMENT: This agreement shall be in effect as of the date the agreement is signed by both parties for a period of one year and may be renewed on an annual basis.

AGENCY REPRESENTATIVES: The parties will develop procedures for ongoing meetings and will, at least annually, review and if necessary, recommend any changes.

MODIFICATION OF AGREEMENT: Modification of this agreement shall be made only by consent of both parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications signed by the parties.

QUALIFICATIONS: All School Resource Officers shall be a duly certified police officer or reserve officer of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators. City agrees and guarantees that each School Resource Officer will be, at all times, a certified Peace Officer or Reserve Officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council on Law Enforcement Education and Training, the City of Guthrie, Oklahoma and as may be required by law. City warrants to District that all School Resource Officers are fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by City for use by police officers, including, but not limited to, any weapons or equipment designed to or capable of causing harm to persons or property.

DUTIES OF SCHOOL RESOURCE OFFICERS (SRO):

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the principal's office for assignments consistent with this Agreement.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.
- C. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- G. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. The SRO will not be involved in ordinary school discipline, UNLESS; it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- I. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- J. All law enforcement agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the campus SRO.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.
- L. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO is first and foremost a law enforcement officer. This fact must be constantly reinforced.

- N. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:

Drugs and the law – Adult and juvenile;
Alcohol and the law – Adult and juvenile;
Sexual assault prevention;
Safety programs – Adult and juvenile;
Assistance in other crime prevention programs as assigned.

- O. The SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of the school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- P. The SROs will wear their department authorized duty weapons in accordance with department policy.

ACCESS TO EDUCATION RECORDS:

- A. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If confidential student records information is needed by an SRO, the information may be released only as allowed by law.

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS:

- A. Two full time certified police officers employed by the Guthrie Police Department.
- 1) The SROs shall be employees of the City of Guthrie Police Department and shall be subject to the administration, supervision and control of the Police Department.
 - 2) The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
 - 3) The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
 - 4) A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that the Chief of Police assign a different officer as the SRO for that school.
 - 5) The parties shall agree in writing how many SROs will be employed during any school year.

- B. One fulltime SRO employed by the Guthrie School District.
- 1) The District SRO shall be an employee of the Guthrie School District and shall be subject to the administration, supervision and control of the District.
 - 2) The District, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the District SRO.
 - 3) The District SRO shall be a Guthrie PD Certified Reserve Officer.
 - 4) District SRO may volunteer a minimum of 192 hours annually with City when school is not in session to maintain their Reserve Officer Status.
 - 5) District SRO may be requested by City to volunteer an additional 288 hours as a Reserve Officer for the Guthrie Police Department when school is not in session.
 - 6) The City will provide the District SRO with a City vehicle, fuel, maintenance, etc.
 - 7) The City will provide the District SRO with duty weapon, leather, and ammunition.
 - 8) The District SRO as a Reserve Officer shall be subject to all policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.

FUNDING:

The City will assign, at no cost, two City Police Officers to the District as School Resource Officers in accordance with the program outlined in this agreement. The City will provide the District a cash Stipend in the amount of the difference between the District's payroll and benefit expense for the District SRO less \$97,734.49. Currently estimated at \$5,475.63 with State Insurance Flex or \$13,158.99 without State Insurance Flex (See Exhibit A, attached hereto).

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer or reserve officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon sixty (60) days' notice.

(SIGNATURES ON THE NEXT PAGE)

WITNESS OUR HANDS the day and year first above written:

“City of Guthrie”

By:



Steven J. Gentling Mayor

8/1/23
Date

Attest:



Kim Biggs City Clerk

“Guthrie School District of Logan County”

By:

President, Board of Education
Guthrie Public Schools

Date

Attest:

Clerk of the Board of Education
Guthrie Public Schools

Exhibit A- FY2024 SRO Agreement

FY2024 Projected City Salary & Benefits																	
Officer	Rank	Step	Hourly Base Pay	Shift	Cleet	Education	Longevity	Hourly Pay	Annual Pay	Topped Out Lump Sum	Work Comp	FICA	Pension	Uniform Allowance	Health Insurance	Phone Allowance	Total Salary & Benefits
Williams, Jonathan	Police Officer	S	\$35.35	\$0.00	\$0.28	\$0.00	\$0.55	\$36.18	\$79,017.12	\$5,123.01	\$3,721.71	\$6,436.72	\$10,938.22	\$600.00	\$9,675.00	\$480.00	\$115,991.77
Vacant Position	Police Officer	A	\$18.78	\$1.09	\$0.00	\$0.00	\$0.00	\$19.87	\$43,396.08	\$0.00	\$2,043.96	\$3,319.80	\$5,641.49	\$600.00	\$9,675.00	\$480.00	\$65,156.33
Vacant Position	Police Officer	A	\$18.78	\$1.09	\$0.00	\$0.00	\$0.00	\$19.87	\$43,396.08	\$0.00	\$2,043.96	\$3,319.80	\$5,641.49	\$600.00	\$9,675.00	\$480.00	\$65,156.33
Total	3							\$39.74	\$86,792.16	\$0.00	\$4,087.91	\$6,639.60	\$11,282.98	\$1,200.00	\$19,350.00	\$960.00	\$130,312.65
									2184	2184	\$4,7100	7.65%	13%				

FY2024 Guthrie Public Schools Salary & Benefits Option																	
Officer	Rank	Notes	Base Salary	Support Addtl Pay	Insurance	Cell/Uniform	TRS 7% Fringe	Insurance Flex Benefits	Total Contract	Retirement Benefit 9.5%	FICA	Total Salary & Benefits					
Williams, Jonathan	Reserve Officer	(Without State Health Insurance Flex Offset- Hire date After 10-01-2022)	\$79,017.12	\$1,250.00	\$1,260.00	\$1,080.00	\$5,899.39	\$7,683.36	\$96,189.87	\$8,028.86	\$6,674.75	\$110,893.48					
Williams, Jonathan	Reserve Officer	(With \$7,683.36 State Health Insurance Flex Offset)	\$79,017.12	\$1,250.00	\$1,260.00	\$1,080.00	\$5,899.39	\$0.00	\$88,506.51	\$8,028.86	\$6,674.75	\$103,210.12					

Previous Format			
Officer	City Paid	School Paid	Total
Williams, Jonathan	\$115,991.77	\$0.00	\$115,991.77
Vacant Position	\$16,289.08	\$48,867.24	\$65,156.33
Vacant Position	\$16,289.08	\$48,867.24	\$65,156.33
	\$148,569.94	\$97,734.49	\$246,304.42

New Format without State Insurance Flex			
Officer	City Paid	School Paid	Total
Williams, Jonathan	\$0.00	\$110,893.48	\$110,893.48
Vacant Position	\$65,156.33	\$0.00	\$65,156.33
Vacant Position	\$65,156.33	\$0.00	\$65,156.33
City Stipend to School	\$13,158.99	(\$13,158.99)	\$0.00
	\$143,471.64	\$97,734.49	\$241,206.13

- ▶ Jonathan Williams
- Will transition from Fulltime Guthrie PD Certified Officer to a Guthrie PD Certified Reserve Officer
- Will need to volunteer a minimum of 192 hours annually when school is not in session to maintain Reserve Officer Status
- Will be requested to volunteer an additional 288 hours when school is not in session
- City will continue to provide police vehicle, fuel, maintenance, etc.
- City will provide duty weapon, leather and ammunition

New Format with State Insurance Flex			
Officer	City Paid	School Paid	Total
Williams, Jonathan	\$0.00	\$103,210.12	\$103,210.12
Vacant Position	\$65,156.33	\$0.00	\$65,156.33
Vacant Position	\$65,156.33	\$0.00	\$65,156.33
City Stipend to School	\$5,475.63	(\$5,475.63)	\$0.00
	\$135,788.28	\$97,734.49	\$233,522.77



Guthrie Public Schools

Memo

To: Dr. Simpson and Guthrie Board of Education
From: Carmen Walters, Assistant Superintendent
Date: July 13, 2023
Re: Waterford Reading Academy

Attached is a copy of the 2023-2024 agreement between Guthrie Public Schools and Waterford Reading Academy. This will be the third year renewal for this program.

Waterford Reading Academy is a software program for students enrolled in Pre-K through 2nd grade. The program includes single student licenses for reading, math, science and individual teacher licenses.

The Waterford Reading Academy focuses on a comprehensive reading, math and science curriculum that guides students along their own personalized learning path. The supplemental instruction reinforces concepts and lessons taught in the classroom and helps close achievement gaps. The program can also be used in small group or whole class instruction as well as serving as a virtual instruction as needed. In addition, the program offers Spanish support for English Language Learners.

Included in the price is the Waterford assessment of core skills, a Waterford mentor that serves as a family engagement specialist through their family academy for Pre-K family participants and for K-2nd grade participants. The program also provides a dedicated consultant assigned to just Guthrie through their professional services that includes onsite consulting, planning and instructional strategies.

The Waterford Reading Academy is aligned to Oklahoma state standards.

The cost for the 2023-2024 Waterford Reading Academy is \$177,920.00 which is not an increase from the previous year and will be paid for from ESSER III American Rescue Plan funds. The program meets the ESSER III (ARP) required 20% set aside of these funds specifically for learning loss.

I recommend approval of the license agreement between Guthrie Public Schools and Waterford Reading Academy.



PO BOX 250
West Jordan, UT
84084-0250

Renewal Quote

Date	7/12/2023
Quote #	Q00007680
Expiration Date	9/14/2023
Payment Terms	Net 30
Prepared By	Jodi Sohrt

Bill To: Guthrie Public Schools
Carmen Walters
802 E VILAS AVE
GUTHRIE, OK 73044

Ship To: Guthrie Public Schools
Carmen Walters
802 E Vilas Ave
Guthrie, OK 73044

Start Date: 8/15/2023

Renewal Term:

Item Number	Description	Unit Price	Quantity	Price
WRA01SG	Waterford Reading Academy Single Student License Reading sequence, Math & Science sequence, OR SmartStart sequence, with WACS, Mobile Mentor - single student annual license	\$88.00 (-\$60.00)	1059	\$93,192.00 (-\$63,540.00)
CA01SG	Classroom Advantage single annual license per teacher	\$250.00 (-\$250.00)	53	\$13,250.00 (-\$13,250.00)
PS150PRM	Professional Services Dedicated Consultant for Onsite or Consulting Prep Days	\$181,500.00 (-\$33,232.00)	1	\$181,500.00 (-\$33,232.00)

Notes:

This quote includes the following:

- ~1059 Waterford Student Licenses (12 month subscription)
- ~53 Classroom Advantage Teacher Licenses
- ~Waterford Assessment of Core Skills at no cost
- ~Waterford Mentor at no cost (Family Engagement Component)
- ~Custom professional services plan to meet the needs of Guthrie with a dedicated consultant assigned to Guthrie which can include Family Academy for PreK family participants and for K-2nd grade participants (Please note that we did have a price increase but Guthrie will be keeping the same price for 23-24 since Guthrie committed to three years)
- ~Customer Support

List Price:	\$287,942.00
Discount:	\$110,022.00
Total:	\$177,920.00

Please remit purchase order to jodisohrt@waterford.org

Any software discount shown is valid ONLY for the term of this subscription. Standard list price applies thereafter. This price quotation for the customer's convenience only and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Waterford Research Institute. Not responsible for typographical or other errors. Waterford's standard licensing terms and conditions will apply to any order.

If professional services are purchased, then all such services shall expire upon completion of the subscription term.

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for such taxes or duties that may apply. **If the customer is tax-exempt, evidence of such tax exemption must be provided or else you will be charged sales tax.**

BROADCAST AGREEMENT

This Agreement is made and entered into this 14th day of August, 2023, by and between **INDEPENDENT SCHOOL DISTRICT NO. 1 OF LOGAN COUNTY, OKLAHOMA, a/k/a Guthrie Public Schools** (the "School District") and **EVANS SPORTS, LLC** (the "Broadcaster").

RECITALS:

A. The School District desires to cause certain sporting events to be broadcast by way of radio, streaming video or television during the 2023-2024 school year.

B. The Broadcaster wishes to acquire the rights to broadcast such sporting events.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. **Grant of Broadcast Rights.** The School District hereby grants to the Broadcaster the non-exclusive right to broadcast all regular season home and away games or matches of the Guthrie High School football, basketball and wrestling teams. The right to broadcast such games includes the right to radio, streaming video and television broadcasts including, in whole or in part, by tape delay or rebroadcast. Other events may be broadcast by mutual agreement of both parties.

2. **Costs of Production.** The Broadcaster agrees to pay all expenses and costs of televising the events. The Broadcaster shall indemnify and hold the School District harmless from and against any such expenses and shall defend the School District against any claims or suits brought to recover expenses or other payments relating to the broadcasts.

3. **Indemnity.** The Broadcaster shall indemnify and hold the School District harmless from and against any and all causes of action, claims, damages, liabilities, costs and expenses arising from or related to Broadcaster's telecast or from the actions or inaction of the Broadcaster's employees or agents in furtherance of the goals of this Agreement.

4. **Copyright and Compliance with Laws.** The Broadcaster agrees to include, early in each broadcast, the following statement:

"The rights to this broadcast have been granted by Guthrie Public Schools. Any rebroadcast or republication of the programming without the written consent of Guthrie Public Schools is strictly prohibited".

The Broadcaster agrees that the School District shall own the copyright in all broadcasts permitted under the terms of this Agreement. Notice of the School District's copyright shall be included as a part of every telecast made pursuant to this Agreement. The notice shall consist of the symbol or word "copyright" followed by the year in which the event is first telecast and the name "Guthrie Public Schools". The notice shall appear in the opening and closing credits. The Broadcaster agrees to comply, in all material respects, with federal, state and local laws and

regulations concerning the broadcast or televising of such events. The Broadcaster agrees not to expose negative or questionable activity occurring during the event which might detract from the observance of the event itself (e.g., fighting whether on or off the field, negative crowd reactions and criticism of officials' calls).

5. **Broadcast Tape.** The Broadcaster agrees to provide a video and/or audio recording of each event produced for broadcast by the Broadcaster under the terms of this Agreement. The recording shall be delivered, if requested, to the office of the Superintendent of Guthrie Public Schools within ten days following the date of the initial broadcast.

6. **Term of Agreement.** This Agreement shall commence with the School District's 2023-2024 school year and shall continue until terminated by 30-day written notice by either party.

7. **Binding Effect.** This Agreement shall be binding upon all parties, and their respective successors and assigns and may not be amended, changed or altered without the written consent of each party. This Agreement contains the entire agreement and understanding between the parties. The Agreement may not be assigned by the Broadcaster, in whole or in part, without the written consent of the School District.

8. **School District Rules and Regulations.** The Broadcaster agrees to abide by all rules and regulations of the School District while on School District property. The Broadcaster agrees that no agent or employee of the Broadcaster performing services under the terms of this Agreement shall be permitted on School District property if that agent or employee has been convicted of a felony within the previous ten years, or if such employee or agent has ever been convicted of a crime requiring notification under the Sex Offender's Registration Act of this state, under federal law or under any similar law of another state.

Dated this 14th day of August, 2023.

**INDEPENDENT SCHOOL DISTRICT
NO. 1 OF LOGAN COUNTY, OKLAHOMA
a/k/a Guthrie Public Schools**

By: _____
President, Board of Education

EVANS SPORTS, LLC

By: Chris Evans
EVANS SPORTS, LLC, President

MEMORANDUM:

TO: Members of the Board of Education and Dr. Mike Simpson,
Superintendent

FROM: Angie Young, Director of Special Education

SUBJECT: Collaborative Agreement between Guthrie Public Schools and University
of Oklahoma National Center for Disability Education and Training

DATE: August 2, 2023

Attached is an agreement with the Board of Regents of the University of Oklahoma National Center for Disability Education and Training (NCDET). This agreement would allow Pre-Employment Transition Services (Pre-ETS) training to be conducted with students with disabilities during the 2023-2024 school year. The Pre-ETS categories include: Job Exploration Counseling, Work-Based Learning, Counseling on Postsecondary Opportunities, Workplace Readiness Training, and Self-advocacy. This training would be conducted by approved Pre-ETS during the school day at no charge to the district.

Thank you.

**Pre-Employment Transition Services Coordination
Pre-ETS
COLLABORATIVE AGREEMENT
FY 2024**

SECTION I - PURPOSE

This Collaborative Agreement ("Agreement"), effective as of the latest date of signature of all Parties or the 1st day of July, 2023 whichever is later, is entered into by and between the following Parties, also referred to herein as "Team Members" to promote collaboration in the delivery of Pre-Employment Transition Services (also referred to herein as Pre-ETS) for students with a documented disability transitioning from secondary school to post-secondary education programs and/or competitive employment; for individuals with disabilities who are enrolled in secondary education and are eligible, or potentially eligible, to receive vocational rehabilitation services (VR) provided by Oklahoma Department of Rehabilitation Services (DRS).

- Guthrie Public School (also referred to herein as "Host School");
- The Board of Regents of the University of Oklahoma, by and through University Outreach/College of Continuing Education's **National Center for Disability Education and Training** (also referred to herein as "NCDET" or "University").

The Rehabilitation Act of 1973 (Rehabilitation Act), as amended by the Workforce Innovation and Opportunity Act (WIOA), and the Individuals with Disabilities Education Act (IDEA), as amended, all require a formal mechanism in place to ensure coordination of transition services that are needed to provide a free appropriate public education to students with a documented disability and to ultimately transition students with a documented disability to competitive integrated employment or post-secondary education.

Pre-ETS activities are available to students with a documented disability. Students, ages 14-21, do not have to have an IEP (individual education program), a 504 plan or be a Vocational Rehabilitation client. Pre-ETS activities are an action step or service to assist students to achieve their transition goals.

The OBJECTIVE of this Agreement seeks to:

- Increase coordination between the Parties to identify and prepare students with a documented disability to move to post-secondary education and/or competitive integrated employment; based on student need, considering strength, preferences, and interests.
- Improve transition planning by DRS and local education agencies (LEAs) for a student with disabilities to facilitate the development and implementation of that individual's education program.
- Strengthen the relationship between the Oklahoma State Department of Education (OSDE), Oklahoma Office of Workforce Development (OOWD), LEAs, higher education entities, and businesses to facilitate successful outcomes for students with a documented disability.

- Engage, involve and educate families to increase student success in post-school activities.
- Increase the number of students reaching their individual education plan (IEP) and the DRS individual plan for employment (IPE) goals.
- Increase professional learning opportunities and share resources.
- Increase job training and education opportunities for people who have traditionally faced barriers.

TERM

The Parties agree that the effective period of this Agreement shall be the latest date of signature of all Parties, or July 1, 2023, whichever is the latter, through June 30, 2024.

This Agreement may be renewed for two (2) additional twelve-month periods. Any renewals are contingent upon the Department of Rehabilitation Services renewing the Pre-Employment Transition Services Agreement with the University and University's approval of such renewal. Notice of renewal to be provided by an authorized representative of the Host School to the NCDET contact in hardcopy or email.

NCDET contact: Judi Goldston, jgoldston@ou.edu or Dr. Annie Baghdayan, abaghda1@ou.edu

SECTION 2 – DEFINITIONS (for the purpose of this agreement):

2.1 Workforce Innovation and Opportunity Act (WIOA): Reauthorizes the Rehabilitation Act of 1973 as amended, that established VR (29 U.S.C. § 701 et seq.) and creates the Pre-ETS set-aside (29 U.S.C. § 730 (d)).

2.2 Vocational Rehabilitation (VR): a federal program which promotes, assesses, plans, develops and provides services for individuals with disabilities, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice, so they may prepare for and engage in gainful employment, as required by the Rehabilitation Act.

2.3 Oklahoma Office of Workforce Development (OOWD): carries out the vision of the Governor's Council for Workforce and Economic Development, provides technical assistance and coordinates strategic priorities and plans across education, training and economic agencies. Works to align and connect education and workforce resources, remove workforce barriers and better support Oklahoma employers and jobseeker.

2.4 Individual Education Plan (IEP): a written statement of the educational program required by IDEA for a student with a disability designed to meet the student's individual needs. The IEP has two general purposes: to set appropriate, measurable goals for the student and to describe the specialized instruction and services the school district will provide for the student.

2.5 Individual Plan for Employment (IPE): is required by the Rehabilitation Act, and is the roadmap developed jointly by the student and the Vocational Rehabilitation counselor to help the student with a disability reach a specific competitive, integrated employment goal.

2.6 Individuals with Disabilities Education Act (IDEA): is designed to ensure that all students with a documented disability have available to them a Free and Appropriate

Public Education (FAPE) that provides special education and related services designed to meet their unique needs and to prepare them for further education, employment and independent living; federal act codified at 20 U.S.C. § 1400 et seq.

2.7 Local Education Agency (LEA): a public board of education or other public authority legally constituted within a state for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district or counties recognized in a state as an administrative agency for its public elementary schools or secondary schools; codified at 20 U.S.C. §1401 (19).

2.8 A student with a disability: is an individual who is in an educational program; and meets certain age requirements; and is eligible for and receiving special education or related services under IDEA; or is an individual with a disability for purposes of section 504 of the Rehabilitation Act.

2.9 Potentially Eligible: students with a documented disability, including individuals ages 14-21 who have not applied or been determined eligible for VR services.

2.10 Competitive Integrated Employment: employment for an individual with a disability that is, among other things, compensated at a rate not lower than the minimum wage and is customary for the occupation and where the individual interacts with other persons without disabilities.

2.11 Pre-Employment Transition Services (Pre-ETS): activities provided through a subset of transition services, in partnership with LEAs, to help students, and potentially eligible students, with disabilities develop skills leading to success in employment and independent living after high school. These learning experiences are designed within an outcome-oriented process that promotes movement from school to post-school activities, including postsecondary education, vocational training, competitive integrated employment, financial literacy, and self-advocacy education to improve social and independent living skills. Pre-ETS are defined and authorized in accordance with 29 U.S.C. § 733.

The following are examples of activities that fall into the five required *Pre-ETS* categories:

- **Job Exploration Counseling:** discussion, activities, vocational evaluations, or assessments on in-demand job opportunities intended to foster motivation and informed decision-making.
- **Work-Based Learning** – research and knowledge of work site tours, job shadowing, mentoring, internships, apprenticeships, short-term employment, volunteering, and on-the-job trainings.
- **Counseling on Post-Secondary Opportunities**—discussion and activities regarding college and other -post-secondary opportunities, academic and occupational training needed to succeed in the workplace, and providing resources that may be used to support individual student success in education and training, such as disability support services and financial aid.
- **Workplace Readiness Training** (can be in a simulated or "real" work setting) - teaching social skills and independent living skills necessary to prepare for eventual employment, such as communication and interpersonal skills, financial literacy, transportation options, job-seeking skills, understanding employer expectations, and other "soft" skills necessary for employment; and
- **Self-advocacy**—training on rights and responsibilities; how to request accommodations or services and supports; communicating thoughts, concerns, and

needs; peer-mentoring opportunities; and participating in leadership activities offered in educational or community settings.

SECTION 3 – RESPONSIBILITIES:

The Host School:

The school plays a significant role in the success of providing and coordinating transition services, specifically employment readiness instruction for students with a documented disability. Schools are bound by the specific content in the Individuals with Disabilities Education Act (IDEA) for the provision of secondary transition services and by coordinating services with other agencies who will pay for or provide transition services. *Pre-Employment Transition Services are not meant to reduce the responsibility of schools to provide transition services. The intent is to enhance the resources available to students with a documented disability through collaboration. Host School understands and agrees that they will not be reimbursed by the University for any costs incurred as part of the Pre-ETS program.*

The Host School will:

- Upon receipt of proof from NCDDET that all NCDDET personnel participant under this Agreement have passed the criminal background record check, allow the NCDDET Pre-ETS staff access to DRS potentially eligible students with a documented disability and/or DRS clients (in a group setting or one-on-one) to whom they can provide Pre-ETS instructional activities;
- work with the local DRS counselors to identify, recruit, and refer students for vocational rehabilitation services;
- be responsible for collecting signed parent authorization to allow their student to participate in Pre-ETS activities.
 - If parent signed authorization is unavailable, provide University a copy of the front page and/or Student identification page, transition goal page(s) and signature page(s) of the IEP (individual education program).
 - If parent signed authorization form is unavailable, provide University a copy of the student 504 plan or other documentation to identify the student having a documented disability.
- ensure school staff and/or a classroom teacher is present and assisting to ensure the highest engagement of the students;
- communicate to the NCDDET Pre-ETS staff and DRS (if applicable) any concerns brought forth by a student;
- provide information to assist staff providing Pre-ETS activities that will support the learning needs, adaptations, and/or modifications of program participants;
- assist with outreach to identify students with a documented disability and assessment of their potential need for transition services and pre-employment transition services;
- share career assessment and planning information with DRS and Pre-ETS staff;
- work collaboratively to increased number of students obtaining their IEP and IPE goals;

- assist with the development of additional school sites by speaking with potential school leadership; and
- maintain confidentiality regarding program participants.

NCDET:

The University of Oklahoma Outreach is a lifelong learning organization dedicated to helping individuals, businesses, groups, and communities transform themselves through knowledge. *Established in 1965*, the **National Center for Disability Education and Training** seeks to advance independent living, employment, and career opportunities for people with disabilities through innovative training and direct service.

NCDET will:

- work in collaboration with DRS counselor, school transition personnel, and other persons supporting DRS potentially eligible students with a documented disability and/or DRS clients to provide Pre-ETS instructional activities in groups and/or individually;
- ensure its staff are trained and experienced in working with students with a documented disability as well as developing business relationships;
- ensure its staff have successfully passed a criminal background check; and will provide the Host School proof prior to providing Pre-ETS activities;
- support the host school staff in planning for the transition of students with a documented disability from school to post-school activities;
- work in collaboration with the teacher and current transition curriculum;
- work to increase employment and/or post-secondary student success;
- work with local school districts to create greater access for students with a documented disability and remove barriers into transition programs and activities;
- assist with outreach to identify students with a documented disability and assessment of their potential need for transition services and pre-employment transition services;
- encourage community work experiences that provide the opportunity for students with a documented disability to participate in skill development in community settings;
- share career assessment and planning information with DRS and school staff;
- work with the local DRS counselors to identify, recruit, and refer students for vocational rehabilitation services;
- communicate to Host School staff and DRS (if applicable) any concerns brought forth by a student;
- assist with the development of additional school sites by speaking with potential school leadership; and
- maintain confidentiality regarding program participants.

Section 4 Special Terms and Assurances

A. Insurance

Each Party is hereby required to carry liability insurance or State of Oklahoma self-insurance adequate to compensate, in accordance with the limits of the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991, sec 151, et seq., as amended, persons for injury to their person or property occasioned by an act of negligence by the party to be bound, its agents or employees. The Parties shall timely renew the policies to be carried pursuant to this section throughout the term of the Agreement and provide evidence of such insurance and renewals upon request.

B. Equal Opportunity/Non-Discrimination

Each Party shall at all times comply with all federal laws relating to nondiscrimination, including, but not limited to, Presidential Executive Order 11246, as amended, and the Civil Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794.; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination in Employment Act, 42 U.S.C. §6101 *et seq.*; and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity, both to those seeking employment and those seeking services, without regard to race, color, religion, sex, national origin, age, or handicap.

Each Party are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive orders 11246 and 11375. The Host School represents compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

C. Drug-Free Workplace

Each Party represents compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part § 85.600 *et seq.*

D. Modification

The Agreement may only be modified by mutual consent of the Parties in writing.

E. Cancellation

1. With Cause: In the event the Host School fails to meet the terms and conditions of the Agreement, or fails to provide services in accordance with the provisions of the Agreement, the University may, upon written notice of default transmitted via Certified Mail to the Host School, cancel the Agreement effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date the University mailed the notice, whichever occurs first. Such

cancellation shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

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

F. Access to and Retention of Records

The Host School shall maintain adequate records regarding the Pre-ETS program and student participation. Authorized personnel of the University, U.S. Department of Education or other pertinent federal agencies, authorized personnel of the Oklahoma Department of Rehabilitation Services, and other appropriate state entities shall have the right of access to records of Host School which are pertinent to the performance of the Agreement, in order to audit, examine, make excerpts and/or transcripts. The Host School shall be required to maintain all records for three (3) years after all pending matters are closed.

G. Compliance with State and Federal Laws

Each Party to this Agreement shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Agreement. Compliance shall be the responsibility of each Party, without reliance on or direction by the other.

Each Party hereto agrees to be responsible for its own negligent acts and omissions and those of its employees and agents as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991, sec 151, et seq., as amended.

If the University notifies the Host School of a possible compliance issue, the Host School must submit an explanation to the University within forty-five (45) days of the notification. If upon receipt of the explanation the University determines the Host School is out of compliance, the Host School will have 30 days to remedy the non-compliance. If after that time the University determines the Host School has not resolved the compliance issue, the University may take any or all, but not limited to, the following options:

1. suspension of the Agreement;
2. withholding of additional Agreements;
3. requiring an immediate audit of all records pertaining to the Agreement;
4. the University, within 21 days of receipt of reports, shall complete review;
5. the University may choose to make an allowance on any compliance issue if appropriate documentation for the non-compliance action can be furnished.

Neither Party shall be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the Parties.

H. FERPA

Each Party to this Agreement agrees to abide by the limitations on redisclosure of personally identifiable information from education records as set forth in the Family Educational Rights and Privacy Act (34 CFR 99.33(a)(2))

I. Clean Air Act

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

J. Employment Relationship

This Agreement does not create an employment relationship. Individuals performing services required by the Agreement are not considered employees of the University. The Host School's employees shall not be considered employees of the University for any purpose, and as such shall not be eligible for benefits accruing to University employees.

The University shall provide access to staff as needed to meet the requirements contained herein.

K. Contract Jurisdiction

The Agreement will be governed in all respects by the laws of the State of Oklahoma. The District Court of Cleveland County, State of Oklahoma will be the exclusive venue in the event any legal action is filed by the Host School or the University to enforce or to interpret provisions of the Agreement.

This Agreement is the product of negotiations between the Parties, each of which has had the opportunity to consult counsel prior to the execution hereof. Therefore, the Parties agree that if this Agreement needs to be interpreted by any court (or other tribunal) having jurisdiction, no conclusions or inferences of the law shall be drawn in favor of or against either Party on the basis of which Party drafted the term or provision at issue.

L. Severability

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

M. Ownership and Copyrights

All curriculum, instructional materials, software, reports, and videos (hereinafter "Intellectual Property") are being developed exclusively for the University or purchased by the University and shall be the property of the University. Intellectual Property created and copyrighted or trademarked by the other Party outside of the Agreement shall be retained by same. This article shall not be construed to alter or diminish ownership rights provided under state or federal law or regulations.

N. Accessibility

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-22 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance. EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing

Upon request, the Host School shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document.

O. Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all prior and/or contemporaneous discussions, representations, or contracts, whether written or oral, of the Parties relating to the work to be performed.

Section 5 Signatures

The Parties hereto agree that they may conduct the transaction by electronic means and hereby state that electronic signature shall have the same force and effect as an original signature.

THE HOST SCHOOL REPRESENTS THAT IT HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND MADE NO CHANGES TO THE TERMS OF THIS AGREEMENT. BY PLACING THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, THE HOST SCHOOL AGREES TO BE BOUND BY THIS AGREEMENT.

Host School

Signature

Date

Print Name and Signatory Title

MEMORANDUM:

TO: Members of the Board of Education and Dr. Mike Simpson, Superintendent

FROM: Angie Young, Director of Special Education

SUBJECT: Agreement with Oklahoma Therapy Consultants, Inc. to provide Occupational Therapy during the 2023-2024 School Year

DATE: August 2, 2023

Attached is an agreement with Oklahoma Therapy Consultants, Inc. to provide Occupational Therapy services for the 2023-2024 school year. Contract services will include: supervision of district COTAs, evaluations, report writing, eligibility and IEP meetings, and therapy as needed. Oklahoma Therapy Consultants have agreed to provide this service for \$80 per hour (OTR) or \$65 per hour (COTA), including drive time, and a daily trip charge of \$35.00. The approximate cost of this service will be \$64,000.00 for the school year.

AGREEMENT FOR OCCUPATIONAL THERAPY SERVICES

THIS AGREEMENT is entered into this 29 day of June, 2023 by and between GUTHRIE SCHOOLS of Guthrie, Oklahoma (hereinafter referred to as GPS), and OKLAHOMA THERAPY CONSULTANTS, INC. of Oklahoma City, Oklahoma (hereinafter referred to as Consultant), wherein Consultant shall provide Occupational Therapy services to GPS.

TERM: The term of this employment contract shall be for a period from the 1 day of July, 2023 to the 30 day of June, 2024 and considered for renewal. However, it is specifically agreed by the parties that said agreement may be terminated by either party thirty (30) days after delivery of written notice of intent to terminate.

COMPENSATION AND HOURS: Consultant agrees to provide a Registered Occupational Therapist (OTR) as consultant for GPS for as many hours per week as necessary to fulfill IEP requirements including time necessary to travel to and from the school. GPS agrees to compensate Consultant for the services rendered at a rate of eighty dollars (\$80.00) per hour for a Registered Occupational therapist (OTR), and sixty-five dollars (\$65.00) per hour for a Certified Occupational Therapy assistant (COTA). In addition, a \$35.00 trip charge will be charged for each day to cover partial cost of gasoline and auto expense. Compensation shall be paid on a monthly basis upon submitting an itemized statement of receipt of said statement from Consultant, but in no event should statement be paid more than thirty (30) days thereafter.

RESPONSIBILITIES: All Consultant personnel shall be fully certified and registered and agree to assume the following responsibilities in the role of Consultant:

1. Consult with the Principal and Teachers of GPS in the area of Occupational Therapy.
2. Evaluate and treat each client deemed necessary by IEP.
3. Attend team conferences when appropriate.
4. Provide written documentation of all services and activities.

GPS agrees to provide Consultants with the following, to assist them in performing their responsibilities:

1. Ancillary staff to assist in carrying out plans and goals established by the IEP's.
2. Necessary supplies and equipment, in good repair, as needed to carry out treatment and evaluation procedures.
3. Adequate space for treatment of clients, storage and general maintenance services.
4. GPS agrees that it will not enter into any employment agreement with any Consultant therapist for the purpose of providing GPS the services provided by Consultant.

GENERAL PROVISIONS: Consultant shall be responsible for the acts of its Therapists while providing consulting to GPS. GPS shall indemnify Consultant from liability arising from the acts of the other agents, employees or servants of the school in which consulting is provided. GPS assumes professional and administrative responsibility for the services rendered by Consultants. Consultants shall be under the general direction and supervision of the Special Service Director of GPS and will follow the Ethics as set forth by the American Occupational Therapy Association.

OKLAHOMA THERAPY CONSULTANTS, INC.

BY: Sonja Mangrum, M.T., O.T.R./L
Sonja Mangrum, President

GUTHRIE PUBLIC SCHOOLS

BY: _____
Superintendent

MEMORANDUM:

TO: Members of the Board of Education and Dr. Mike Simpson, Superintendent

FROM: Angie Young, Director of Special Education

SUBJECT: Agreement with Tiffany Keitz to provide Speech Therapy Services for the 2023-2024 school year.

DATE: August 11, 2023

Attached is an agreement with Tiffany Keitz to provide Speech Therapy services during the 2023-2024 school year. Ms. Keitz has agreed to provide this service for \$75 per hour. The approximate cost of this service will be \$94,500.00.

CONTRACT

This contract was made and entered into this August 15th of 2023, by and between GUTHRIE SCHOOL DISTRICT NUMBER 1001 OF LOGAN COUNTY, OKLAHOMA (hereinafter called "DISTRICT") and TIFFANY KEITZ SPEECH PATHOLOGY PLLC (hereinafter called "CONTRACTOR") WITNESSETH:

WHEREAS, District has a need for a licensed and certified speech pathologist for the district to serve in the capacity as an independent contractor, and the undersigned desires to serve in such capacity.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. District hereby engaged the services of Contractor for the period from 8/15/23 through 5/24/2024. This agreement shall be non-renewable. Any services beyond the contract term shall be provided only with a new written contract between the parties.
2. Either party may terminate this agreement upon thirty (30) days written notice. In such event, the Contractor shall be compensated on a pro-rata basis for services already provided. This agreement may be modified at any time by mutual consent of both parties.
3. For the services provided hereunder, the Contractor shall receive the sum of \$75.00 per hour for up to 40 hours per week, which shall be paid monthly pro rata per the accounts payable schedule following the performance of services. All hours of work performed shall be reported to the District's Director of Special Services prior to the 5th day of each month following the performance of the services. The contractor shall provide an itemized billing for all services rendered. It is understood that the Contractor shall not be entitled to any further benefits for the District by reason of this agreement such as vacation pay, sick leave, retirement or insurance benefits.
4. This agreement creates an engagement for an independent contractor and no employer-employee relationship of any kind shall be created or implied by reason of this contract.
5. Contractor shall provide her own insurance to adequately cover any service performed pursuant to this agreement and an amount sufficient to hold District harmless from any liability.
6. Duties to be performed by the Contractor pursuant to this agreement are as follows:
 - a. Evaluation, treatment planning, treatment, and program management of speech therapy through direct, indirect, or consultative services.
 - b. Provide consultation and reports to the district educational personnel regarding the planning and implementation of the students' activities program in the Guthrie Public Schools.
 - c. To be on call as determined by the Director of Special Services.
 - d. All duties and responsibilities assigned by the District's Director of Special Services are necessary or required to perform the project.
7. Contractor, always through this contract shall maintain in good standing her license with the Oklahoma Board of Examiners for Speech-Language Pathologists and Audiologists, a Certificate of Clinical Competence from the American Speech and Hearing Association, and Certification from the Oklahoma State Department of Education.
8. Contractor assures the safeguarding of applicant, receipt and provider eligibility information under Title XIX of the Social Security Act.
9. Contractor assures compliance with the Department of Health and Human Services (DHHS), Regulations, Title 45 Code of Federal Regulation, Part 9- (which implements Public Law 88-352,

Civil Rights Act of 1964, Section 601), Part 84 (which implements Public Law 93-112, Rehabilitation Act of 1973, Section 504), Part 90 (which implements Public Law 94-135, Age Discrimination Act of 1975, Section 301), Title 9 of the Education Amendments of 1972, and Executive Orders 11246 and 11375. These laws and regulations prohibit excluding from participation in, denying the benefits of, or subjecting to discrimination under any program or activity receiving Federal Financial Assistance any person on the grounds of race, color, sex, national origin, any qualified person on the basis of handicap or, unless program enabling legislation permits, on the basis of age. Written complaints of non-compliance with any of these laws should be made to the Director of Human Services, Post Office Box 25352, Oklahoma City, Ok 73125, or the Secretary of Health and Human Services, Washington, DC, or both.

10. Contractor assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments and requirements imposed by the regulations issued pursuant to this act.
11. The District and the Contractor agree that this agreement incorporates, by reference, all applicable Federal and State Laws and Regulations and subsequent amendments thereto. The District acknowledges the requirement to provide a Free Appropriate Public Education in the Least Restrictive Environment.
12. This agreement is not valid or binding until approved by the District's Board of Education at a public meeting.

CONTRACTOR:

Date

Tiffany Keitz, M.S. CCC-SLP

Approved on behalf of the Board of Education of INDEPENDENT SCHOOL DISTRICT NUMBER _____ OF LOGAN COUNTY, OKLAHOMA, by formal action at its regular meeting on the _____ day of _____, 2023.

Superintendent of Guthrie Schools

SEAL

 **AIA**® Document A133® – 2019

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

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

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

Guthrie Public Schools
802 E. Vilas Ave
Guthrie, OK 73044

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

Crossland Construction Company, Inc.
408 NE 145th Pl
Edmond, OK 73013

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

Guthrie Public Schools – New Cotteral Elementary

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

The Stacy Group
222 E 10th Street Plaza
Edmond, OK 73034

The Owner and Construction Manager agree as follows.

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

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

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

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program for the project has been developed. Crossland will work concurrently with the design team to develop any additional program needs while working to provide budgets, constructability, cost savings, and project oversight

§ 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.)

New 50,000 SF Elementary school located at the intersection of Noble Ave. & 19th street. Project will be complete with a gymnasium, admin spaces, multi-media spaces, classroom pods, and associated site work. Project will also include the demolition of the existing Cotteral Elementary

§ 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.)

\$16,200,000 (\$13,200,000 available now, \$3,000,000 available August 2024)

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

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
Upon GMP execution
- .3 Substantial Completion date or dates:
18 months post GMP execution (spring 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.)

Dr. Mike Simpson
Guthrie Public Schools - Superintendent
802 E. Vilas Ave
Guthrie, OK 73044
Mike.simpson@guthriepps.net
405-282-8900

§ 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.)

Sean Willis
Studio Director/Architect
The Stacy Group
222 East 10th Street Plaza
Edmond, OK 73034
405-330-8292

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

Aaron Stoops
Vice President – OKC
Crossland Construction Company, Inc.
408 NE 145th Place
Edmond, OK 73013
405-612-7840
astoops@crossland.com

§ 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.)

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

§ 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;

Init.

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.

Init.

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

§ 4.3 Architect

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

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

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

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

\$15,400

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

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

Individual or Position	Rate
Director of Preconstruction	\$120/HR
Preconstruction Engineer	\$85/HR

§ 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 five (5) 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 forty-five (45) 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.)

6 % 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.**

Init.

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.)

4%

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

4%

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

10%

§ 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.

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§ 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.

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§ 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.

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§ 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 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th 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

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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.)

Preconstruction Fee, Insurance, & Bonds

§ 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.)

2.5% at 50% project completion

§ 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.)

6 % 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
- [] 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.)

all work put in to place plus 4%

§ 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:

(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: <i>(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.)</i>		

Preconstruction Proposal

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

OWNER (Signature)
Dr. Mike Simpson - Superintendent
(Printed name and title)



CONSTRUCTION MANAGER (Signature)
Aaron Stoops – Vice President OKC
(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 15:15:59 ET on 08/08/2023.

PAGE 1

Guthrie Public Schools
802 E. Vilas Ave
Guthrie, OK 73044

...

Crossland Construction Company, Inc.
408 NE 145th Pl
Edmond, OK 73013

...

Guthrie Public Schools – New Cotteral Elementary

...

(Name, legal status, address, and other information)

The Stacy Group
222 E 10th Street Plaza
Edmond, OK 73034

PAGE 2

The program for the project has been developed. Crossland will work concurrently with the design team to develop any additional program needs while working to provide budgets, constructability, cost savings, and project oversight

...

New 50,000 SF Elementary school located at the intersection of Noble Ave. & 19th street. Project will be complete with a gymnasium, admin spaces, multi-media spaces, classroom pods, and associated site work. Project will also include the demolition of the existing Cotteral Elementary

PAGE 3

\$16,200,000 (\$13,200,000 available now, \$3,000,000 available August 2024)

...

Upon GMP execution

...

18 months post GMP execution (spring 2025)

...

Dr. Mike Simpson
Guthrie Public Schools - Superintendent
802 E. Vilas Ave
Guthrie, OK 73044
Mike.simpson@guthriepps.net
405-282-8900
PAGE 4

Sean Willis
Studio Director/Architect
The Stacy Group
222 East 10th Street Plaza
Edmond, OK 73034
405-330-8292

...

Aaron Stoops
Vice President – OKC
Crossland Construction Company, Inc.
408 NE 145th Place
Edmond, OK 73013
405-612-7840
astoops@crossland.com
PAGE 6

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

...

§ 3.1.3.2 ~~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.~~
PAGE 7

§ 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.

...

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;

PAGE 9

§ 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 11

\$15,400

...

Director of Preconstruction
Preconstruction Engineer

\$120/HR
\$85/HR

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within five (5) 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 forty-five (45) 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.

...

6 % 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

PAGE 12

4%

...

4%

...

10%

§ 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.

PAGE 13

§ 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.

PAGE 14

§ 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.

...

§ 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.

PAGE 16

.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~~; ~~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.

PAGE 17

§ 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.

...

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th 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.

PAGE 18

.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~~

PAGE 19

5%

...

Preconstruction Fee, Insurance, & Bonds

...

2.5% at 50% project completion

PAGE 20

6 % 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

PAGE 21

Arbitration pursuant to Article 15 of AIA Document A201-2017

PAGE 22

§ 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.

...

§ 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.~~

...

all work put in to place plus 4%

PAGE 23

§ 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

Preconstruction Proposal

...

Dr. Mike Simpson - Superintendent

Aaron Stoops - Vice President OKC

...

I **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 15:15:59 ET on 08/08/2023 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)

Vp- ocl

(Title)

8.8.23

(Dated)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Guthrie Public Schools – New Cotteral Elementary
Guthrie, OK

THE OWNER:

(Name, legal status and address)

Guthrie Public Schools
802 E. Vilas Ave
Guthrie, OK 73044

THE ARCHITECT:

(Name, legal status and address)

The Stacy Group
222 E 10th Street Plaza
Edmond, OK 73034

TABLE OF ARTICLES

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ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

15 **CLAIMS AND DISPUTES**

INDEX

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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.

Init.

§ 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.

Init.

§ 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.

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§ 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.

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§ 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

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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.

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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, 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.

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§ 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.

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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;

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- .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.

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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.

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§ 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,

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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.

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§ 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.

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§ 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

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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.

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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.

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§ 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.

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§ 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

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- .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.

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§ 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.

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§ 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.

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Additions and Deletions Report for AIA® Document A201® – 2017

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 15:16:08 ET on 08/08/2023.

PAGE 1

Guthrie Public Schools – New Cotteral Elementary
Guthrie, OK

...

Guthrie Public Schools
802 E. Vilas Ave
Guthrie, OK 73044

...

The Stacy Group
222 E 10th Street Plaza
Edmond, OK 73034

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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 ~~44~~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).

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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.~~

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§ 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.

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§ 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

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- .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.

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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 ~~40~~ 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.

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§ 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 15:16:08 ET on 08/08/2023 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)

Up-Call

(Title)

8.8.23

(Dated)

SUPPLEMENTARY CONDITIONS

The following supplements modify the amended General Conditions of the Contract for Construction, AIA Document A201, Articles 1 through 16, inclusive, published in 2017 by the American Institute of Architects, (amended as presented) and as further amended by these Supplementary Conditions (the "General Conditions"). Where a portion of the General Conditions are modified, added to or deleted by this supplement, the unaltered portions of the General Conditions shall remain in full force and effect. The General Conditions, as amended herein, are specifically incorporated into all Contract Documents and shall be bound and made a permanent part of the Project Manual. The provisions contained herein shall bind the Owner, Architect, the Construction Manager or Contractor, and all Subcontractors and Trade Contractors. The term "Contractor" shall include, where applicable, the Construction Manager and all Subcontractors and Trade Contractors.

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1. The final sentence of Subparagraph 1.1.1, The Contract Documents, is deleted. It is the intent of the parties that the Contract Documents shall include, in addition to those documents set forth therein, all bidding documents, including bidding requirements, advertisements, instructions to bidders, together with sample forms and the Contractor's bid.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add Clause 1.2.1.2 to Subparagraph 1.2.1:

1.2.1.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Addenda, with those of later date having precedence over those of earlier date.
2. The Standard Form of Agreement between Owner and Contractor or Construction Manager
3. The Supplemental Conditions.
4. The General Conditions of the Contract for Construction.
5. Drawings and Specifications.

ARTICLE 2 OWNER

2.1 GENERAL

1. Delete the second and third sentences of Subparagraph 2.1.1 providing for the designation of an Owner's representative and delegating to that representative the authority to bind the Owner.
2. Subparagraph 2.1.2 shall be deleted.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Subparagraph 2.2.1 shall be deleted.

Subparagraph 2.2.2 shall be deleted.

Subparagraph 2.2.4 shall be deleted.

Add new Subparagraph 2.4.1 to read as follows:

2.4.1 The Owner's right to stop the Work shall not imply that the Owner or the Architect has any duty, obligation or responsibility to determine either the safety of the Contractors' means, methods, techniques or sequences, including but not limited to, temporary shoring, bracing, scaffolding, form work, safety barriers, trench bracing and

other similar items, referred to herein as "Temporary Facilities", or their compliance with the requirements of the laws, codes, regulations and safety requirements, which shall be the full and sole responsibility of the Contractor who shall solely bear any damages or injury, including death, arising therefrom.

ARTICLE 3 CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following Subparagraph 3.2.5 to Paragraph 3.2:

3.4 LABOR AND MATERIALS

Subparagraph 3.4.2 shall be modified to read as follows:

3.4.2 After the Contract has been executed, the Owner and Architect will consider formal requests for the substitution of products in place of those specified only upon written request of the Contractor and in accordance with a Change Order. By making requests for substitutions based upon this Subparagraph, the Contractor represents and certifies that:

- .1 Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Manufacturer will provide the same warranty for the substitution that the Manufacturer would for that specified;
- .3 the cost data presented is complete and includes all related costs under this Contract, except the Architect's redesign costs, and waives all claims for additional costs related to the substitution, which subsequently become apparent; and
- .4 Contractor will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following Subparagraph 3.4.4 to Paragraph 3.4:

3.6 TAXES

Paragraph 3.6 shall be modified to read as follows:

3.6 The Owner is a political subdivision of the State of Oklahoma. The Owner warrants that the Contractor is exempt from sales and use taxes for the purchase of tangible personal property and services necessary for the performance of the Work provided by the Contractor and by Subcontractors pursuant to the provisions of OKLA. STAT. tit. 68, § 1356(10). Sales taxes shall not be considered a reimbursable expense.

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

Add the following to the end of Subparagraph 3.7.3:

Should applicable laws, ordinances, statutes, standards, building codes, rules and regulations change between the bid date and commencement of the Work or during the progress of the Work, and should such change require the Contractor to perform either more or less work, the Contract Sum and Contract Time shall be appropriately adjusted in compliance with the requirements of Article 7, Changes in the Work

3.9 SUPERINTENDENT

Subparagraph 3.9.1 shall be modified to read as follows:

3.9.1 The Contractor shall employ and shall designate in writing to the Architect and Owner, a competent project superintendent and any necessary assistants who shall be in attendance at the Project Site full-time during the performance of the Work. The project superintendent shall represent to Contractor as his agent, and communications given to the project superintendent shall be as binding as if given to the Contractor. Communications between the parties shall be confirmed in writing where such communications have a material effect upon the Work or where such confirmation is requested by other parties.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add the following sentence to the end of Subparagraph 3.12.8:

Any portion of the Work which fails to conform to the requirements of the Contract Documents shall be corrected in compliance with Article 12, UNCOVERING AND CORRECTION OF WORK, and the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of his duty, obligation and responsibility to make any such required corrections. Specific attention in writing shall be defined as a letter submitted with the Shop Drawings, Product Data, Sample or similar submittal which shall contain the following phrase: "Your attention is directed to the following deviations from the requirements of the Contract Documents" followed by a detailed written listing of all such deviations.

Add the following sentence to the end of Subparagraph 3.12.9:

Specific attention in writing shall be defined as a letter submitted with the Shop Drawings, Product Data, Sample or similar submittal which shall contain the following phrase: "Your attention is directed to the following revisions which are in addition to those revisions that you requested", followed by a detailed written listing of all such revisions.

Add Subparagraph 3.12.11 to Paragraph 3.12:

3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) re-submittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. Provided the Architect has acted reasonably and in good faith in reviewing the initial submittal and two (2) re-submittals, the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals beyond the initial submittal and two (2) re-submittals.

3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, **defend** 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.

ARTICLE 4 ARCHITECT

4.1 GENERAL

Subparagraph 4.1.2 shall be deleted in its entirety.

4.2 ADMINISTRATION OF THE CONTRACT

Add Clause 4.2.2.1 to Subparagraph 4.2.2:

4.2.2.1 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for additional site visits made necessary solely by the fault or neglect of the Contractor.

ARTICLE 5 SUBCONTRACTORS

Add new Subparagraph 5.3.1 immediately following Paragraph 5.3, to read as follows:

5.3.1 The Contractor shall indemnify and hold the Owner harmless from any and all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of the Contractor's failure to bind a subcontractor to all the terms of the Contract Documents, or the Contractor's failure to ensure that the subcontractors bind each of their subcontractors to all the terms of the Contract Documents.

ARTICLE 7 CHANGES IN THE WORK

Subparagraph 7.2.2 shall be deleted.

In Subparagraph 7.3.4, delete the phrase "in case of an increase in the Contract Sum" from the first sentence.

Add new Subparagraph 7.3.11 immediately following Subparagraph 7.3.10, to read as follows:

7.3.11 Prior to final payment, all Construction Change Directives issued during the progress of the Work shall be converted into Change Orders and signed by the Contractor, Architect and Owner. Should the parties fail to agree with the determination made by the Architect concerning deductive adjustments in the Contract Sum and the Contract Time, or otherwise fail to reach agreements upon the deductive adjustments, that portion of the final payment which is affected by the dispute, if any, shall be withheld pending final judgment issued by a court of competent jurisdiction or, where arbitration has been selected as the dispute resolution method, a final award/decision by the arbitrator.

Add new Paragraph 7.5, EXPEDITING CHANGES IN THE WORK, immediately following Paragraph 7.4 to read as follows:

7.5 EXPEDITING CHANGES IN THE WORK.

7.5.1 Except as permitted in Subparagraph 7.5.2, the Contractor shall not proceed with changes in the Work authorized under Paragraphs 7.2 or 7.3 until receipt of the appropriate signed documents.

7.5.2 It is recognized by the parties that, under certain circumstances, changes in the Work may delay or endanger the Work if not processed in an expeditious manner. Upon certification by the Architect that an unacceptable delay may be caused, or that the Work may be endangered, the Owner may authorize the Contractor to immediately proceed with a change in the Work. Such authorization shall be in writing, signed by the Owner and shall contain an estimated change in the Contract Sum or an estimated change in the Contract Time, as appropriate. The Contractor, upon receipt of Owner's preliminary authorization, shall proceed promptly with the change in the Work specified therein. Final determination of the changes in the Contract Sum and Contract Time shall be made in a reasonable time and Owner's preliminary authorization shall be converted into a Change Order or a Construction Change Directive, as the case may be, but with the changes in the Contract Sum and Contract Time based on the final determination of such changes.

ARTICLE 9 PAYMENTS AND COMPLETION

Add new Clauses 9.8.1.1 and 9.8.1.2 immediately following Subparagraph 9.8.1 to read as follows:

9.8.1.1 All inspections required by federal, state or local regulatory authorities shall be complete and a certificate of occupancy shall be issued prior to the issuance of the Certificate of Substantial Completion.

9.8.1.2 Should any regulatory inspection disclose any work performed by the Contractor which is not in compliance with the Contract Documents, the Contractor shall, prior to the issuance of the Certificate of Substantial Completion, complete or correct such Work. Should any regulatory inspection disclose any work performed by the Contractor that complies with the Contract Documents but not acceptable to the regulatory inspector, the Owner shall promptly issue a Change Order extending the Contract Time and increasing the Contract Sum to compensate Contractor for the delays and any rework necessary to satisfy the inspector. The Contractor shall then schedule another inspection by the appropriate regulatory authority and notify the Architect of the time and date of such reinspection.

The first sentence of Subparagraph 9.8.2 shall be modified by adding the phrase "and after all regulatory inspections are complete and a Certificate of Occupancy is obtained" immediately following the words "is substantially complete."

Add new Subparagraph 9.8.6 immediately following Subparagraph 9.8.5 to read as follows:

9.8.6 Unless otherwise agreed upon in writing, the issuance of a Certificate of Substantial Completion shall not constitute acceptance of Work not in compliance with the requirements of the Contract Documents.

ARTICLE 11 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 on a primary and non-contributory basis under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

Add new Clause 11.1.1.1 immediately following Subparagraph 11.1.1 to read as follows:

11.1.1.1. The Contractor shall require the sureties' attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current power of attorney.

11.2 OWNER'S INSURANCE – Shall be deleted in its entirety.

11.3 WAIVERS OF SUBROGATION - Shall be deleted in its entirety.

ARTICLE 13 MISCELLANEOUS PROVISIONS

Paragraph 13.1 is modified to provide that the laws of the State of Oklahoma shall apply and govern the enforcement and interpretation of the Contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

The first sentence of Subparagraph 14.1.1 shall be modified by substituting "60 days" for "30 days."

Add new Clause 14.2.1.5 to Subparagraph 14.2.1 immediately following Clause 14.2.1.4 to read as follows:

14.2.1.5 is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency.

Subparagraph 14.4.3 shall be modified to delete reference to a termination fee.

ARTICLE 15 CLAIMS AND DISPUTES

Subparagraph 15.1.2 is revised to read:

"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."

Add the following Clauses 15.1.6.3 and 15.1.6.4 to Subparagraph 15.1.6:

15.1.6.3 Claims for increase in the Contract Time shall set forth in detail; the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim. The Owner assumes an average number of weather related delays. The Owner assumes delays for permitting, inspections and material availability. Only delays beyond ordinary circumstances will be considered when evaluating claims for additional time.

15.1.6.4 The Owner may consider concurrent and interrelated effects on the progress of the Work and concurrent delays due to the fault of the Contractor in evaluating the Contractor's request for an increase in Contract Time.

Subparagraph 15.1.7 is revised to read:

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract, to the extent they exceed \$100,000.00. 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.

Paragraph 15.2 shall be deleted in its entirety.

Paragraph 15.3 shall be deleted in its entirety.

ARTICLE 16 EMPLOYEE CRIMINAL CONVICTIONS

Add the following Paragraphs 16.1, 16.2, 16.3 and 16.4 to new Article 16:

16.1 The Contractor will not allow any employee of the Contractor or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

16.2 As a condition to receiving progress payments on the contract sum, the Contractor will furnish with each application for payment a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Contractor is in violation of the provisions of this Article. If this Contract does not provide for periodic payment against the Contract Sum, the signed statement referred to in this Section will be furnished as required from time to time by the Owner. The Owner's form of the signed statement will be used by the Contractor.

16.3 The Contractor agrees to obtain similar compliance statements from all subcontractors used by the Contractor on the Project with reference to employees of the subcontractors. No request for payment will be approved by the Contractor unless accompanied by the required compliance statements.

16.4 The Contractor's conviction of a violation of 57 O.S. § 589 (1998 Supp.) shall constitute grounds for termination of the Contract. The foregoing provisions are intended to comply with Senate Bill 1394 of the Second

Regular Session (1998) of the 46th Oklahoma Legislature. The Contractor is obligated to comply with the provisions of that Act, as may be interpreted or amended from time to time as if fully incorporated herein.

**ADDENDUM TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER
(AIA DOCUMENT A133 – 2019)**

This Addendum is dated this ___ day of August, 2023 by and between **INDEPENDENT SCHOOL DISTRICT NO. 1 OF LOGAN COUNTY, OKLAHOMA, a/k/a GUTHRIE PUBLIC SCHOOLS** (“Owner”) and **CROSSLAND CONSTRUCTION COMPANY, INC.** (“Construction Manager”).

A. Owner and Construction Manager have entered into a Form of Agreement between Owner and Construction Manager, AIA Document A133 (2019 Edition) dated August __, 2023 hereinafter referred to as the “Agreement”. This Addendum is entered into simultaneously with the Agreement and serves to modify the Agreement. Some modifications are not a complete substitution for the corresponding paragraph in the Agreement. In such instances, this Addendum and the Agreement must be read together to obtain the full intent of the parties. To the extent that there is a conflict, or that this Addendum alters requirements or obligations contained in the Agreement, this Addendum will control.

B. The following section numbers correspond to the numbered sections in the Agreement. If new material is added, the paragraph numbers for those provisions are numbered to be consistent with the format of the Agreement. If a paragraph number appearing in the Agreement does not appear in this Addendum, then no change to that paragraph has been made and the standard provision applies.

1.2 Substituted. The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change during the development of the Guaranteed Maximum Price. The parties agree to negotiate changes in the project schedule, scope of work, fee, or budget in response to a material change in the Initial Information and, if the parties fail to agree, either party may terminate the agreement.

3.1.11.2 Substituted. The Construction Manager shall develop bidders' interest in the Project. Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, Okla. Stat. tit. 61, §§ 101, et seq. (the “PCBA”) and the Public Construction Management for Political Subdivisions Act, OKLA. STAT. tit. 61, §§ 215-217 (the “CM Act”). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager is recognized as a qualified construction manager by the Oklahoma Office of Management and Enterprise Services; (2) the Construction Manager has sufficient experience with the requirements of the PCBA and the CM Act to effectively and efficiently supervise the Project; (3) the Construction Manager will review all proposed contract documents, bidding materials, including bid notices, and bids received from potential Trade Contractors for compliance with the PCBA and CM Act; and (4) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the PCBA and CM Act. Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that construction contract. Where applicable, all bids shall be made and received in accordance with the provisions of the PCBA and CM Act.

3.1.11.3 Deleted. This provision is deleted.

3.1.12 Deleted. This provision is deleted.

3.2.1 Substituted. After the award of the Trade Contracts by the Owner, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of all Trade Contracts, including contingencies and allowances described in Section 3.2.4, the General Conditions and the Construction Manager's fee.

3.2.2 Deleted. This provision is deleted.

3.2.4 Substituted. In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager may include a contingency to account for unexpected costs which are considered a reimbursable and a part of the Cost of the Work but not included in the General Conditions. Any new Work or change in the scope of Work within any Construction Contract will be the subject of an approved Change Order. The Construction Manager's contingency shall be reasonable in amount and approved by the Owner with input from the Architect.

3.2.6 Modified. Add the following provision: Upon acceptance of the Guaranteed Maximum Price proposal, the parties will execute an Amendment to this Agreement establishing the Guaranteed Maximum Price and the date for Substantial Completion of the Work. The Construction Manager shall then execute the Trade Contracts and issue a Notice to Proceed in accordance with the provisions of the CM Act.

3.2.9 Deleted. This provision is deleted.

3.3.1.2 Substituted. The Construction Phase shall commence upon the execution of a Guaranteed Maximum Price Amendment by Owner and Construction Manager, and the issuance of a Notice to Proceed.

3.3.3 New. Supervision. Construction Manager shall provide a competent superintendent for the Project, approved by Owner, who shall serve at the Project site as the Construction Manager's designated representative responsible for layout, direction, coordination and sequencing of the Work, and all other required activities, for the duration of the Project. The Construction Manager's superintendent shall not be replaced except (i) due to his or her termination from Construction Manager's employment, (ii) if Owner requests a replacement due to performance issues or to resolve incompatible working relationships, or (iii) if the time the project is assumed to start substantially changes. No new superintendent shall be designated by the Construction Manager without the prior approval of the Owner.

4.1.2 Deleted. This provision is deleted.

4.2 Modified. Add the following: "The Owner's representative does not have the authority to approve Changes Orders or amend the Agreement or this Addendum. Such authority is reserved to the Owner's Board of Education."

5.2.2 Substituted. Interest shall accrue on amounts unpaid thirty (30) days after the due date at three-fourths (3/4) percent per month pursuant to the provisions of Section 113.3 of the PCBA.

6.1.1.1 New. The Construction Manager's certification for payment shall constitute a representation to the Owner, based upon the Construction Manager's review of the Work and onsite visits that, to the best of the Construction Manager's knowledge, information and reasonable belief, the Work has progressed to the point indicated and that the Work has been performed in a good and workmanlike manner in accordance with the Construction Documents and applicable laws and regulations. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to substantial completion and to specific qualifications expressed by the Construction Manager upon submission of the Certificate for Payment. The issuance of the Certificate for Payment shall further constitute a representation by the Construction Manager that the Contractor is entitled to payment in the amount certified.

7.1.1 Substituted. The term "Cost of the Work" shall mean the total of the final Contract Sums of all of the Trade Contracts, plus the General Conditions and all reimbursable expenses relating to the Construction Phase of the Project. The term "Cost of the Work" does not include the compensation of the Architect, the Architect's or Owner's consultants, the Construction Manager for Construction Management activities, or the Construction Manager's consultants. The Cost of the Work shall include only those reimbursable expenses set forth in this Article 7 and not included in the General Conditions. At the time the Guaranteed Maximum Price is established, an amount for Project requirements and General Conditions, as agreed to by the Owner and Construction Manager, will be determined, together with the date for Substantial Completion of the Work, and will be set forth in the Guaranteed Maximum Price Amendment. This sum for General Conditions will be billed and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project and concluding on the date established in the Guaranteed Maximum Price Amendment for Substantial Completion of the Work. Payments will be prorated for part of the calendar month at the commencement of construction and the calendar month during which Substantial Completion is to occur.

7.2 Substituted. LABOR COSTS. Wages of construction workers directly employed by the Construction Manager to perform any portion of the Work at the site, unless such work is included within bid packages competitively bid by the Construction Manager to be self-performed, and salaries of the Construction Manager's supervisory personnel whether or not stationed at the site and included as a part of the amount agreed to for General Conditions.

7.3 Substituted. TRADE CONTRACT AND SUBCONTRACT COSTS. Payments made by the Construction Manager to Trade Contractors or Subcontractors in accordance with the requirements of the Trade Contracts and Subcontracts and payments due to the Construction Manager for any self-performed portions of the Work.

7.6.1.1 Deleted. This provision is deleted.

7.6.1.2 Deleted. This provision is deleted.

7.6.2 Deleted. This provision is deleted.

7.6.10 Deleted. This provision is deleted.

7.6.11 Deleted. This provision is deleted.

7.7.3 Modified. Delete the phrase "or nonconforming".

7.7.4 Deleted. This provision is deleted.

7.9.1.11 New. Add the following provision: "Transportation expenses incurred for travel to and within the City of Guthrie, Oklahoma."

Article 9 Deleted. Article 9, Subcontracts and Other Agreements, is deleted in its entirety.

11.1.4.1 New. Contractor shall provide written monthly reports with each Application for Payment. Monthly reports must include a summary of the progress of the Work, a detailed, updated, current Project schedule, a log containing a record of weather and any requests for an extension of the time for Substantial Completion based upon weather delays. These monthly reports are considered an integral part of each Application for Payment. No Application for Payment shall be considered received by Owner without inclusion of the monthly report.

11.1.11 Deleted. This provision is deleted.

11.2.2.3 Deleted. This provision is deleted.

11.2.4 Deleted. This provision is deleted.

11.3 Modified. Interest shall accrue on amounts unpaid thirty (30) days after the due date at three-fourths (3/4) percent per month pursuant to the provisions of Section 113.3 of the PCBA.

14.3.2.1 Deleted. This provision is deleted.

14.5.1 New. The Construction Manager shall not be required to furnish performance or defects bonds covering performance of the Agreement except as required by the PCBA or as permitted by the CM Act and agreed by the Owner and Construction Manager. The Construction Manager shall furnish a payment or fidelity bond covering payment of Contractors. Subcontractors and other obligations arising under the Contract. The Construction Manager shall ensure that all bonds required by the PCBA from Trade Contractors and Subcontractors be issued as dual obligee bonds in favor of the Owner and the Construction Manager.

14.5.2 New. 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.

15.2.7 Add. Addendum to AIA Document A133 of even date.

**INDEPENDENT SCHOOL DISTRICT NO.
1 OF LOGAN COUNTY, OKLAHOMA**

**CROSSLAND CONSTRUCTION
COMPANY, INC.**

By _____
President, Board of Education

By 
Vice President

"Owner"

"Construction Manager"



**Board of Education Personnel Reports
August, 14, 2023**

Employment Request

<u>Classification Certified</u> Name	Site	Teaching Assignment	First Work Day	Hrs. Per Day	Replacing
AdamsPayne, Catherine	GUES/JH	½ time SpEd	08-11-23	4	Tonya Farris
Aman, Jordan	JH	US History	08-11-23	6	Franklin Ward
BachhoferOlea, Jessica	GUES	6 th Gr. ELA	08-11-23	6	Kendra McNew
Dimmitt, Courtney	JH	ELA/Writing	08-11-23	6	Jeromy Davenport
Kliewer, Patricia	CO	½ time SpEd	08-11-23	4	Tonya Farris
Pittman, Rebecca	JH	7 th Gr. ELA	08-11-23	6	Stacy Ruhl
Salas, Dayla	CO	4 th Grade	08-11-23	6	Kalie Welch
Schulz, Katelynn	GUES	5 th Gr. Writing	08-11-23	6	Rachel Gibson
Shields, Jeffrey	HS	Physical Science	08-11-23	6	Kristina Bogard
Stapp, Candace	CO	3 rd Grade	08-11-23	6	Christy Horn

<u>Classification Support</u> Name	Site	Assignment	First Work Day	Pay Grade	Hrs. Per Day	Replacing
Barrett, Andrew	Trans.	Rte. Driver	08-11-23	13	6	Steve Boaldin
Beckenhauer, Desiree	CO	Caf. Manager	08-11-23	6	8	Dana Green
Brothers, Trina	CO	Cafeteria	08-11-23	2	6.5	Kate Casey
Carden, Brittini	Central	SpEd Para	08-11-23	6	7.5	Stacy Foshee
Fogal, Eve	CO	Pre-K Para	08-11-23	6	7.5	Claudia Yoselow
Fox, Sandra	Cotteral	Head Cust.	07-31-23	4	8	Walter Chambers
Friend, Charla	GUES	SpEd Para	08-11-23	3	7.5	Victoria Bowden
Goodin, Rachelle	CO	SpEd Para	08-11-23	6	7.5	Amanda Eaton
Haggard, Chris	GUES	Custodian	07-17-23	3	8	Joe Scott
Mason, Chris	Trans.	Rte. Driver	08-11-23	13	6	Damon Wilds
McLemore, Kaimia	GUES	SpEd Para	08-11-23	6	7.5	Melissa Turner
Moniz, Penny	JH	Cafeteria	08-11-23	2	6	Jewel Schofield
Pollard, Stephanie	JH	Site Secretary	08-07-23	4	7.5	Sara Scamman
Rogans, Velma	GUES	Cafeteria	08-11-23	2	7.5	Donna Goodwin
Simmons, Stephanie	Admin.	Act. Fund Cl.	08-11-23	9	8	Anita Paul
Willis, Anne	CO	Cafeteria	08-11-23	2	6	Andra Daniel
Woods, Brenna	Fogarty	SpEd Para	08-11-23	3	7.5	Michael Key
Woods, Emma	JH	SpEd Para	08-11-23	6	7.5	Cori Hamm



**Board of Education Personnel Reports
August, 14, 2023**

FMLA Requests

Certified: 1

Support:

Transfer of Position Report

<u>Classification Certified</u> Name	Transferred From	Transferred To	Replacing
Gibson, Rachel	GUES – 5 th Gr. Reading	GUES – 5 th Gr. Science	Stacey Johnston
Grayson, Antrichelle	JH – Sped Mild/Mod	GUES – SpEd Mild/Mod	Dusten Metz
Metz, Dusten	GUES – SpEd Mild/Mod	JH – SpEd Mild/Mod	Antrichelle Grayson

<u>Classification Classified</u> Name	Transferred From	Transferred To	Replacing
Barker, Robert	Fogarty – Head Custodian	Central – Head Custodian	Regina Clymer
Eaton, Amanda	GUES – SpEd Para	CO – SpEd Para	Suzanne Ratliff
Hurley, Amanda	GUES – Custodian	Fogarty – Head Custodian	Robert Barker
Ratliff, Suzanne	CO – SpEd Para	GUES – SpEd Para	Amanda Eaton
Scamman, Sara	JH – Site Secretary	Tech. – Data Mgmt. Spec.	Marlee Garbarino
Scott, Joe	GUES – Custodian	GUES – Head Custodian	Denise Wohldmann
Volkert, Tristin	HS – SpEd Para	HS – Lead Para (Autism)	NP



**Board of Education Personnel Reports
August, 14, 2023**

Separation of Employment

<u>Classification Certified</u> Name	Site	Teaching Assignment	Reason for Separation	Effective Date
Campbell, Michayla	CO	Speech Pathologist	resignation	07-13-23
Heintzman, Rachel	JH	8 th Gr. Reading	resignation	08-03-23
Ruhl, Stacy	JH	7 th Gr. Writing	resignation	07-19-23

<u>Classification Classified</u> Name	Site	Position	Reason for Separation	Effective Date
Bowden, Victoria	GUES	SpEd Para	resignation	07-17-23
Carlile, Rebecca	Trans.	Rte. Driver	resignation	08-04-23
Daniel, Andra	CO	Cafeteria – 6 hrs.	resignation	07-20-23
Eaton, Amanda	CO	SpEd Para	resignation	08-03-23
Foshee, Stacy	Central	SpEd Para	resignation	08-01-23
Green, Dana	CO	Cafeteria Manager	resignation	07-21-23
Harvey-Sanders, Holly	GUES	SpEd Para	resignation	08-07-23
Metcalf, Bonnie	Trans.	Rte. Driver	resignation	08-02-23
Metcalf, Glenn	Trans.	Bus Monitor	resignation	08-02-23
Yoselow, Claudia	CO	Pre-K Para	resignation	07-18-23

Name	Asgmt ID	Description	Unt	Annual Salary
ADAMS PAYNE, CATHERINE	104	Special Education 5% GUES	125	\$2975.06
ANDERSON, CASEY	274B	Web Page Coordinator Charter Oak	135	\$300.00
BALENSEIFEN, BRYCE	175	Cross Country Head Coach HS Boys	705	\$2700.00
BALENSEIFEN, BRYCE	401	Summer Athletic Pride \$665	705	\$665.00
BALENSEIFEN, BRYCE	263	Track Head Coach HS Girls	705	\$3500.00
BARRETT, KIM	109	Alternative Education 5% 9th month	710	\$2582.30
BARRETT, KIM	162	Bus Loading 2nd Sem Faver	710	\$500.00
BARRETT, KIM	227	Noon Duty Faver 1st Sem	710	\$450.00
BARTRAM, CARMEN	150	Bus Loading 2nd Sem Cotteral	120	\$500.00
BEEBY, KELLY	202	Football Head Coach Gr. 9-12	705	\$9400.00
BEEBY, KELLY	277	Powerlifting Head Coach HS	705	\$1000.00
BEEBY, KELLY	245	Summer Athletic Pride \$2000	705	\$2000.00
BEEBY, KELLY	256	Track Asst. Coach HS Boys	705	\$1600.00
BEEBY, LAURA	273	Web Page Coordinator Fogarty	110	\$300.00
BEEBY, LAURA	149	Bus Loading 1st sem Cotteral	120	\$500.00
BEEBY, LAURA	150	Bus Loading 2nd Sem Cotteral	120	\$500.00
BEEBY, LAURA	275	Web Page Coordinator Cotteral	120	\$300.00
BENHAM, LAURA	106	Special Education 5% HS	705	\$2964.86
BENHAM, LAURA	242	Special Olympics HS	705	\$300.00
BENNETT, TERRY	200	Football Head Coach 7th Grade	610	\$3000.00
BENNETT, TERRY	405	Summer Athletic Pride \$250	610	\$250.00
BENNETT, TERRY	133	Baseball Head Coach HS	705	\$5200.00
BENNETT, TERRY	407	Summer Athletic Pride \$1000	705	\$1000.00
BENSON, JAY	218	Intern Assistant Principal	125	\$5000.00
BENSON, JUANA	116b	Additional Days (20) Faver Director	710	\$6895.70
BENSON, JUANA	116c	Alternative Ed Dire - Faver	710	\$5000.00
BENSON, JUANA	108	Alternative Education 5% 8th month	710	\$2955.30
BLACK, CARLY	565	Additional Days (10) Admin CB	050	\$2608.50
BLACK, CARLY	126	Special Education Psychometer 5%	050	\$2235.88
BLACKBURN, ROB	125	Band Director	705	\$7000.00
BLACKBURN, ROB	248	Summer Band Pride \$2000	705	\$2000.00
BLAKEMORE, KRISTI	115b	Add'l Days (20) HS Counselor K.B.	705	\$5467.44
BLAKEMORE, KRISTI	120	AP Coordinator HS	705	\$500.00
BLAKEMORE, KRISTI	171	Counselor HS	705	\$600.00
BLAKLEY, BOOKER	239	Softball Head Coach HS	705	\$5200.00
BLAKLEY, BOOKER	237b	Softball Slow Pitch Coach HS	705	\$2750.00
BLAKLEY, BOOKER	246	Summer Athletic Pride \$1000	705	\$1000.00
BLEWETT, BAILEY	151	Bus Loading 1st Sem Central	130	\$500.00
BLEWETT, BAILEY	152	Bus Loading 2nd Sem Central	130	\$500.00
BLEWETT, BAILEY	102	Special Education 5% Central	130	\$2058.26
BLEWETT, TAMMY	101	Special Education 5% Cotteral	120	\$3073.88
BOYD, LAURA	169	Counselor Elem	125	\$600.00
BUFFORD, MICHELE	153	Bus Loading 1st Sem Fogarty	110	\$500.00
BURNETT, TONNIE	110	Academic Team Coach - HS	705	\$1500.00
CAMPBELL, MEGAN	168	Counselor Elem	130	\$600.00
CARROLL, STEVE	114	Add'l Days (20)- JH Counselor S.C.	610	\$6059.77
CARROLL, STEVE	170	Counselor JH	610	\$600.00
CHADD, ANNIE	115	Add'l Days (20) HS Counselor A.C.	705	\$6699.08
CHADD, ANNIE	120	AP Coordinator HS	705	\$500.00
CHADD, ANNIE	171	Counselor HS	705	\$600.00
CHADD, ANNIE	216	Honor Society - HS	705	\$750.00
CHADD, ANNIE	232	Senior Class Sponsor	705	\$750.00
CHRISTIANSO, BARBARA	151	Bus Loading 1st Sem Central	130	\$500.00
CHRISTIANSO, BARBARA	152	Bus Loading 2nd Sem Central	130	\$500.00
CLARK, BRECK	143	Basketball Head Coach Girls HS	705	\$6000.00
CLARK, BRECK	245	Summer Athletic Pride \$2000	705	\$2000.00
CLYMER, ZAC	128	Baseball Asst. Coach 8th Grade	610	\$1100.00
CLYMER, ZAC	404	Summer Athletic Pride \$500	705	\$500.00
CLYMER, ZAC	246b	Summer Athletic Pride \$650	705	\$650.00

CRAWFORD, SABLE	238	Softball Asst. Coach JH	610	\$1100.00
CROCKETT, CORBIN	130	Baseball Head Coach 7th Grade	610	\$1600.00
CROCKETT, CORBIN	240	Softball Head Coach JH	610	\$1700.00
DAVENPORT, DEANNA	153	Bus Loading 1st Sem Fogarty	110	\$500.00
DAVENPORT, DEANNA	154	Bus Loading 2nd Sem Fogarty	110	\$500.00
DAVENPORT, JADON	197	Football Asst. Coach 8th Grade	610	\$1800.00
DAVENPORT, JADON	246	Summer Athletic Pride \$1000	705	\$1000.00
DAVENPORT, JADON	281	Wrestling Head Coach HS	705	\$6000.00
DAVENPORT, JEROMY	279	Wrestling Asst. Coach HS	705	\$2300.00
DAVIS, LUKE	198	Football Asst. Coach Gr. 9-12	705	\$3600.00
DAVIS, LUKE	246	Summer Athletic Pride \$1000	705	\$1000.00
DAVIS, LUKE	256	Track Asst. Coach HS Boys	705	\$1600.00
DEHNHARDT, DESIREE	149	Bus Loading 1st sem Cotteral	120	\$500.00
DEHNHARDT, DESIREE	150	Bus Loading 2nd Sem Cotteral	120	\$500.00
DEMENT, ADAM	177	Cross Country Head Coach 7,8,9 Boys	610	\$1100.00
DEMENT, ADAM	224	Math Counts JH	610	\$350.00
DEMENT, ADAM	405	Summer Athletic Pride \$250	610	\$250.00
DEMENT, ADAM	258	Track Head Coach 7th,8th Boys	610	\$1700.00
DEMENT, TIFFANY	178	Cross Country Head Coach 7,8,9 Girl	610	\$1100.00
DEMENT, TIFFANY	405	Summer Athletic Pride \$250	610	\$250.00
DEMENT, TIFFANY	259	Track Head Coach 7th,8th Girls	610	\$1700.00
DEMENT, TIFFANY	223	Link Crew	705	\$500.00
DRAKE, CLAY	117	Additional Days C.D. VoAg	705	\$10509.00
DRAKE, CLAY	583	VoAg Supervision	705	\$3000.00
DRAKE, CLAY	268	Vocational HS Ag	705	\$2600.00
ENGLE, MATHEW	235	Soccer Head Coach Girls	705	\$3300.00
FARRIS, TONYA	103	Special Education 5% Fogarty	110	\$2606.95
FIELDS, ALEX	278	Wrestling Asst Coach 7th,8th,9th	610	\$1400.00
FIELDS, MONETTA	183	Dept Chair - Math HS	705	\$700.00
FIELDS, MONETTA	219	Journalism HS	705	\$2500.00
FIELDS, MONETTA	225	Mu Alpha Theta HS	705	\$500.00
FRIEND, KRISTEN	250	Team Leader 8th	610	\$500.00
FRIEND, KRISTEN	164	Cheerleading (JH) FB,BB,WR	705	\$1125.00
FRIESE, GREG	151	Bus Loading 1st Sem Central	130	\$500.00
FRIESE, GREG	152	Bus Loading 2nd Sem Central	130	\$500.00
GATES, SUSAN	373a	Volleyball - JH Asst. Coach	610	\$1000.00
GILLETT, RON	209	Golf Head Coach 7,8,9 Boys	610	\$1300.00
GILLETT, RON	210	Golf Head Coach 7,8,9 Girls	610	\$1300.00
GILLETT, RON	217	Honor Society JH	610	\$300.00
GODDARD, EVANGELINE	112	Academic Team Coach - GUES	125	\$300.00
GODDARD, EVANGELINE	155	Bus Loading 1st Sem GUES	125	\$500.00
GODDARD, EVANGELINE	156	Bus Loading 2nd Sem GUES	125	\$500.00
GOOD, LISA	563	Bus Loading 1st Sem Charter Oak	135	\$500.00
GOOD, LISA	564	Bus Loading 2nd Sem Charter Oak	135	\$500.00
GRAYSON, CHELLIE	104	Special Education 5% GUES	125	\$2238.20
GROCE, CARI	104	Special Education 5% GUES	125	\$2975.00
GROCE, CARI	253	Tennis Head Coach 7th,8th Girls	610	\$1200.00
GROCE, CARI	254	Tennis Head Coach HS Boys	705	\$2800.00
GUIN, BRENDA	104	Special Education 5% GUES	125	\$2017.34
HENSON, CARA	149	Bus Loading 1st sem Cotteral	120	\$500.00
HENSON, CARA	150	Bus Loading 2nd Sem Cotteral	120	\$500.00
HESTER, KYRI	182	Dept Chair - Lang Arts HS	705	\$700.00
HESTER, KYRI	188	Detention (PM) HS	705	\$450.00
HOOPER, KRISTEN	101	Special Education 5% Cotteral	120	\$2364.00
HORN, MICHAEL	236	Soccer Head Coach Boys	705	\$3300.00
HOWARD, JAY	122	Art Stars - JH	610	\$300.00
HOWARD, JAY	246	Summer Athletic Pride \$1000	705	\$1000.00
HUGHES, SHAY	153	Bus Loading 1st Sem Fogarty	110	\$500.00
HUGHES, SHAY	154	Bus Loading 2nd Sem Fogarty	110	\$500.00
HUTCHISON, MEGAN	121	Art - HS	705	\$2000.00

JENSEN, JAKE	176	Cross Country Head Coach HS Girls	705	\$2700.00
JENSEN, JAKE	402	Summer Athletic Pride \$670	705	\$670.00
JENSEN, JAKE	262	Track Head Coach HS Boys	705	\$3500.00
JOHNSON, KATY	563	Bus Loading 1st Sem Charter Oak	135	\$500.00
JOHNSON, KATY	564	Bus Loading 2nd Sem Charter Oak	135	\$500.00
JOHNSON-FIELDS, PAM	230	Pep Club JH	610	\$200.00
JOHNSON-FIELDS, PAM	163	Cheerleading (Freshman) FB,BB,WR	705	\$1425.00
JOHNSON-FIELDS, PAM	165	Cheerleading (Varsity) FB,BB,WR	705	\$2100.00
JOHNSON-FIELDS, PAM	213	Heritage Club HS	705	\$300.00
JOHNSON-FIELDS, PAM	223	Link Crew	705	\$500.00
JOHNSON-FIELDS, PAM	106	Special Education 5% HS	705	\$2418.15
KEARNS, DONNA	107	Special Education 5% Charter Oak	135	\$2127.55
KLIEWER, PATRICIA	107	Special Education 5% Charter Oak	135	\$3063.68
LEGRANDE, SHAROLYN	217	Honor Society JH	610	\$300.00
LEGRANDE, SHAROLYN	220	Journalsm JH	610	\$1000.00
LEGRANDE, SHAROLYN	244	Student Council JH	610	\$750.00
LEGRANDE, SHAROLYN	271	Web Page Coordinator JH	610	\$500.00
LEGRANDE, SHAROLYN	282	Yearbook Photographer JH	610	\$200.00
LEMMONS, BRENT	406	HS E-Sports	705	\$2000.00
LERNER, ELIZABETH	214b	Honor Choir Central/Charter Oak	135	\$500.00
LOVATO, HARLEY	151	Bus Loading 1st Sem Central	130	\$500.00
LOVATO, HARLEY	152	Bus Loading 2nd Sem Central	130	\$500.00
LOVATO, HARLEY	102	Special Education 5% Central	130	\$2058.26
MAKER, JESSICA	221	Junior Class Sponsor	705	\$750.00
MAKER, JESSICA	269	Vocational HS FCS	705	\$2200.00
MALTZ, SHURLYN	250	Team Leader 8th	610	\$500.00
MANN, ELIZABETH	153	Bus Loading 1st Sem Fogarty	110	\$500.00
MANN, ELIZABETH	154	Bus Loading 2nd Sem Fogarty	110	\$500.00
MARRERO, CRYSTAL	146	Builders Club	610	\$800.00
MARRERO, CRYSTAL	249	Team Leader 7th	610	\$500.00
MAXWELL, EASTON	131	Baseball Head Coach 8th Grade	610	\$1800.00
MAXWELL, EASTON	136	Basketball Head Coach 7th Gr Boys	610	\$1800.00
MAXWELL, EASTON	197	Football Asst. Coach 8th Grade	610	\$1800.00
MCKINLEY, STACEY	107	Special Education 5% Charter Oak	135	\$0.00
MCLENDON, CATHRYN	104	Special Education 5% GUES	125	\$2651.90
MCNEW, KENDRA	155	Bus Loading 1st Sem GUES	125	\$500.00
MCNEW, KENDRA	156	Bus Loading 2nd Sem GUES	125	\$500.00
METZ, DUSTEN	105	Special Education 5% JH	610	\$2488.53
MIDGETT, CECIL	266	Vocational JH Tech	610	\$2200.00
MURRAY, JULIE	105	Special Education 5% JH	610	\$2364.00
MYERS, MONTE	243	Student Council HS	705	\$1500.00
OGLE, TINA	249	Team Leader 7th	610	\$500.00
OGLE, TINA	266	Vocational JH Tech	610	\$2200.00
OLDENBURG, DUSTY	117c	Additional Days D.O. VoAg	705	\$8035.14
OLDENBURG, DUSTY	583	VoAg Supervision	705	\$3000.00
OLDENBURG, DUSTY	268	Vocational HS Ag	705	\$2600.00
ONEILL, JENNIFER	231	Science Club	705	\$500.00
ORCUTT, BROOKLYN	267	Vocational JH FCS	610	\$2200.00
PARKS, JASMINE	234	Soccer Asst Coach HS Boys	705	\$1500.00
PARKS, JASMINE	106	Special Education 5% HS	705	\$2058.26
PARKS, JASMINE	584	SpEd Courseware Supervisor	705	\$1500.00
PARKS, JASMINE	584	SpEd Courseware Supervisor	705	\$1500.00
PENNYPACKER, NATHAN	142	Basketball Head Coach Boys HS	705	\$6000.00
PENNYPACKER, NATHAN	245	Summer Athletic Pride \$2000	705	\$2000.00
PERRING, BILL	124b	Band Marching Assistant	705	\$2300.00
PERRING, BILL	181	Dept Chair - Fine Arts HS	705	\$700.00
PERRING, BILL	232	Senior Class Sponsor	705	\$750.00
PERRING, BILL	265	Vocal Music HS	705	\$5000.00
PHILLIPS, RONNIE	408	Summer Athletic Pride \$350	610	\$350.00
PHILLIPS, RONNIE	129	Baseball Asst. Coach HS	705	\$2300.00

PIERCE, PARISH	280	Wrestling Head Coach 7th,8th,9th	610	\$1700.00
PIERCE, PARISH	206	Freshman Class Sponsor	705	\$200.00
PLAGENS, CHASE	128	Baseball Asst. Coach 8th Grade	610	\$1100.00
PLAGENS, CHASE	198	Football Asst. Coach Gr. 9-12	705	\$3600.00
PLAGENS, CHASE	106	Special Education 5% HS	705	\$2393.34
PLAGENS, CHASE	246	Summer Athletic Pride \$1000	705	\$1000.00
PORTER, CASEY	201	Football Head Coach 8th Grade	610	\$2550.00
PORTER, CASEY	185	Dept Chair - Social Studies HS	705	\$700.00
PORTER, LAURA	186	Dept Chair - Special Ed HS	705	\$700.00
PORTER, LAURA	106	Special Education 5% HS	705	\$2508.35
POWELL, JOYCE	563	Bus Loading 1st Sem Charter Oak	135	\$500.00
POWELL, JOYCE	564	Bus Loading 2nd Sem Charter Oak	135	\$500.00
PRIVETTE, COLTON	215	Honor Choir - GUES	125	\$600.00
PRIVETTE, JENNIFER	102	Special Education 5% Central	130	\$2726.90
REDUS, MICHELLE	184	Dept Chair - Science HS	705	\$700.00
REDUS, MICHELLE	221	Junior Class Sponsor	705	\$750.00
REDUS, MICHELLE	231	Science Club	705	\$500.00
REECE, LISA	174	Cross Country Asst. Coach HS Girls	705	\$1100.00
REECE, LISA	401	Summer Athletic Pride \$665	705	\$665.00
REECE, LISA	257	Track Asst. Coach HS Girls	705	\$1600.00
REECE, LISA	261	Track Head Coach 9th Girls	705	\$1000.00
RENFRO, ELIZABETH	274	Web Page Coordinator Central	130	\$300.00
RENNICK, SAVAHANNA	117b	Additional Days S.R. VoAg	705	\$8616.28
RENNICK, SAVAHANNA	583	VoAg Supervision	705	\$3000.00
RENNICK, SAVAHANNA	268	Vocational HS Ag	705	\$2600.00
RICE, DESI	244	Student Council JH	610	\$750.00
RICE, JASON	198	Football Asst. Coach Gr. 9-12	705	\$3600.00
RICE, JASON	203	Football Offensive Coordinator - HS	705	\$2000.00
RICE, JASON	212	Golf Head Coach HS Girls	705	\$2700.00
RICE, JASON	229	Online/Virtual Curriculum Coord.	705	\$3000.00
RICE, JASON	246	Summer Athletic Pride \$1000	705	\$1000.00
RICE, JASON	270	Web Page Coordinator HS	705	\$1500.00
RICHARDSON, BILLY	124	Band Music Assistant	610	\$4500.00
RICHARDSON, BILLY	247	Summer Band Pride \$1500	705	\$1500.00
ROBINSON, SHANE	123	Athletic Director Coordinator - JH	610	\$5000.00
ROBLES, JUAN	236b	Soccer Head Coach - JH Boys	610	\$1500.00
RUSSELL, DONNA	109	Alternative Education 5% 9th month	710	\$2658.25
RUSSELL, DONNA	228	Noon Duty Faver 2nd Sem	710	\$450.00
SALAS, DAYLA	563	Bus Loading 1st Sem Charter Oak	135	\$500.00
SALAS, DAYLA	564	Bus Loading 2nd Sem Charter Oak	135	\$500.00
SALAS, GLORIA	205	Foreign Language Club HS	705	\$300.00
SANDERS, CHAD	198	Football Asst. Coach Gr. 9-12	705	\$3600.00
SANDERS, CHAD	256	Track Asst. Coach HS Boys	705	\$1600.00
SANDERS, CHAD	580	Weightlifting Coach HS	705	\$1000.00
SARMIENTO, HEATHER	149	Bus Loading 1st sem Cotteral	120	\$500.00
SCHLUETER, SARAH	104	Special Education 5% GUES	125	\$2150.89
SIMPSON, DONNA	155	Bus Loading 1st Sem GUES	125	\$500.00
SIMPSON, DONNA	156	Bus Loading 2nd Sem GUES	125	\$500.00
SIMPSON, DONNA	104	Special Education 5% GUES	125	\$2170.58
SIMPSON, KELLY	168	Counselor Elem	130	\$600.00
SMITH, JOSHUA	134	Basketball Assistant Coach Boys HS	705	\$2700.00
SMITH, JOSHUA	260	Track Head Coach 9th Boys	705	\$1000.00
SMITH, JOSHUA	374	Volleyball - HS Head Coach	705	\$3500.00
STANSBURY, TONYA	149	Bus Loading 1st sem Cotteral	120	\$500.00
STANSBURY, TONYA	150	Bus Loading 2nd Sem Cotteral	120	\$500.00
STEVENSON, SHERI	106	Special Education 5% HS	705	\$2334.20
STONE, BRAYDEN	246a	Summer Athletic Pride \$1000 JH	610	\$1000.00
STONE, BRAYDEN	252	Tennis Head Coach 7th,8th Boys	610	\$1200.00
STONE, BRAYDEN	198	Football Asst. Coach Gr. 9-12	705	\$3600.00
STONE, BRAYDEN	204	Football Special Teams Coord. HS	705	\$750.00

STONE, BRAYDEN	241	Sophomore Class Sponsor	705	\$200.00
STONE, BRET	197	Football Asst. Coach 8th Grade	610	\$1800.00
STONE, BRET	404	Summer Athletic Pride \$500	610	\$500.00
TARRANT, KARA	237	Softball Asst. Coach HS	705	\$2300.00
TARRANT, KARA	237	Softball Asst. Coach HS	705	\$2300.00
TARRANT, KARA	239b	Softball Slow Pitch Asst Coach HS	705	\$1750.00
TARRANT, KARA	246	Summer Athletic Pride \$1000	705	\$1000.00
TREDAWAY, TRISTA	219	Journalism HS	705	\$2500.00
VANLEUVEN, BOBBI	126	Special Education Psychometer 5%	050	\$2062.25
VAUGHAN, SHAYNA	284	School Nurse Stipend	050	\$6000.00
WAY, MICHAEL	124	Band Music Assistant	610	\$4500.00
WAY, MICHAEL	247	Summer Band Pride \$1500	705	\$1500.00
WEST, HALLIE	149	Bus Loading 1st sem Cotteral	120	\$500.00
WEST, HALLIE	150	Bus Loading 2nd Sem Cotteral	120	\$500.00
WEST, JESSICA	565a	Additional Days (10) Admin JW	050	\$2661.90
WEST, JESSICA	126	Special Education Psychometer 5%	050	\$2281.75
WHITEHEAD, SUSAN	114b	Add'l Days (20)- JH Counselor S.W.	610	\$4968.61
WHITEHEAD, SUSAN	170	Counselor JH	610	\$600.00
WILDA, TAMMIE	103	Special Education 5% Fogarty	110	\$2037.73
WILKERSON, RANDY	137	Basketball Head Coach 7th Gr Girls	610	\$1800.00
WILLIAMS, ANGELA	103	Special Education 5% Fogarty	110	\$2752.60
WOODARD, ERIC	198	Football Asst. Coach Gr. 9-12	705	\$3600.00
WOODARD, ERIC	199	Football Defensive Coordinator - HS	705	\$750.00
WOODARD, ERIC	108	Alternative Education 5% 8th month	710	\$2964.86
WOODARD, ERIC	161	Bus Loading 1st Sem Faver	710	\$500.00
WOODS, BRYAN	104	Special Education 5% GUES	125	\$2281.75
WOODS, MELODI	104	Special Education 5% GUES	125	\$2303.65
YOUNG, TYLER	180	Dept Chair - Business HS	705	\$700.00
YOUNG, TYLER	187	Detention (AM) HS	705	\$450.00
YOUNG, TYLER	198b	Football Asst Coach Grades 9-12	705	\$4100.00
YOUNG, TYLER	199	Football Defensive Coordinator - HS	705	\$750.00
YOUNG, TYLER	204	Football Special Teams Coord. HS	705	\$750.00
YOUNG, TYLER	246	Summer Athletic Pride \$1000	705	\$1000.00
ZAHIRI, SHERRY	105	Special Education 5% JH	610	\$2058.26

Memo

To: Dr. Simpson and Guthrie Board of Education
From: John Hancock, Executive Director of Personnel
cc:
Date: 8/10/2023
Re: Justin Galloway – Adjunct Teacher for 8th Grade U.S. History

I would like to recommend that the Guthrie Board of Education approve Justin Galloway as an Adjunct Teacher for the subject of 8th Grade U.S. History.

Mr. Galloway is an online student completing his student teaching from Grand Canyon University in Social Studies and working on his Oklahoma State Education Licensure.

Sincerely,

John Hancock

Executive Director of Personnel



SUPPORT PERSONNEL HANDBOOK

FOR THE SCHOOL YEAR

2023-2024

ALSO AVAILABLE AT

www.guthrieps.net

PUBLICATIONS

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SECTION A BOARD OF EDUCATION

SA-1

POLICIES AND PROCEDURES

The Guthrie Public School Board of Education recognizes the need and necessity for all personnel to be informed and have access to all school policies and procedures. Therefore the Board of Education has adopted the Support Personnel Handbook for distribution to all support employees.

A complete copy of the Guthrie Public Schools Policy Book will be kept in each building library and main administrative office. These copies are for employee use and reference.

SECTION B PERSONNEL

SB-1 APPLICATIONS

Applications for positions or promotions with Guthrie Public Schools shall be in the approved format provided by the district.

All applications submitted for employment or promotion becomes the sole property of Guthrie Public Schools. The application, references and other information are confidential and will be reviewed only by the appropriate authorized supervisory personnel.

An applicant's name or other information will not be given to any private business, agency, or institution.

SB-2 NON-DISCRIMINATION

The Guthrie Board of Education is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, national origin, alienage, handicap, or veteran status. This policy will prevail in all matters concerning staff, events, students, the public, employment, admissions, financial aid, educational programs and services, facilities access, and individuals, companies, and firms with whom the board does business.

The School District has adopted Grievance Procedures for Filing, Processing and Resolving Alleged Discrimination Complaints to address discrimination based on sex (including sexual harassment), race, color, national origin, religion, age or qualified disability. Students and their parents can obtain a free copy of the Grievance Procedures from their school principal or the superintendent. Employees may obtain a copy from their building principal, supervisor, or the director in charge of personnel.

SB-3 SEXUAL HARASSMENT

The following are the rules and regulations to be followed by all employees of the Guthrie Public Schools:

1. "Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by one employee towards another employee which (a) is made an explicit or implicit term or condition of a worker's employment, or (b) is used as a basis for employment decisions affecting that worker or (c) has the purpose or effect of unreasonably interfering with a person's work performance, or creating an intimidating, hostile or offensive working environment.
2. All employees are strictly prohibited from engaging in any form of sexual harassment of any other employee or applicant for employment. Any employee engaging in sexual harassment is subject to disciplinary action, including but not limited to suspension, demotion, forfeiture of pay or benefits and termination. Such penalties shall be imposed based on the facts taken as a whole and the totality of the circumstances such as the nature, extent, context and gravity of such activities or incidents.
3. Any employee who is or has been subjected to sexual harassment or knows of any employee who is or has been subjected to sexual harassment shall report all such incidents to the director of personnel or the office of the superintendent. All such reports should be made in person or in writing signed by the reporting party. However, in order to encourage full and complete reporting of such prohibited activities, any person may report such incidents in writing and anonymously by mailing such reports to the personal attention of the director of personnel or the office of the superintendent. All such reports should state the name of the employee or applicants involved, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and any other information necessary to a full report and investigation of the matter.
4. Any employee who is subjected to job-related sexual harassment is entitled to protection under Title VII of the Civil Rights Act of 1964 and the Oklahoma Antidiscrimination Act and may report such incidents to the Equal Employment Opportunity Commission or the Oklahoma Human Rights Commission.

SB-4 CONTRACTS

Support employees will be offered one of the following contracts: regular, duration of need, or part-time.

- A. Regular contracts are issued to employees working a complete contract year.
- B. Duration of need contracts are provided for by state law and are issued for a stated period of time as distinguished from regular contracts. These contracts are temporary agreements, written for a stated period of time, and no expectancy of future employment is implied. The circumstances under which duration of need contracts may be used are within the discretion of the Board of Education. Such circumstances include, but are not limited to the following:
 - 1. Personnel employed for less than a full contract year are to be considered on a "Duration of Need Contract" only.
 - 2. Personnel employed to fill a temporary leave vacancy
 - 3. Other circumstances deemed appropriate by the Superintendent of Schools

SB-5 PAYROLL

- A. Pay day shall be on the 25th day of each month. When that day falls on a weekend or holiday, checks will be issued on the last workday preceding that date. ~~Summer checks will be available on the corresponding day in June.~~
- B. Guthrie Public Schools provides for electronic deposit of payroll checks to the financial institution of the employee's choice. Guthrie Public Schools schedules an open enrollment period each year, which will coincide with existing Section 125 deadlines, and allow one additional change per year, per employee except in extenuating legal circumstances. The Business Office will provide employee authorization forms for electronic deposit.

NOTICE: Except as otherwise provided by law, the business office requires that new insurance companies applying for payroll deduction slots have a minimum of ten (10) policies in force and receive approval from the Superintendent of Schools or his designee.

The deadline for initiating Section 125 employee payroll deductions is September 1st each year. New employees are required to designate payroll deductions within thirty (30) days of employment.

SB-6 USE OF TELEPHONE

Employees are not to use the telephone for long distance school calls where the charge would be made to the school telephone without permission of the principal/supervisor.

SB-7 COMMISSIONS

School law prohibits an employee from receiving gratuities or commissions to influence the purchase of material or supplies.

SB-8 PROFESSIONAL CONDUCT OF PERSONNEL

The Board of Education makes no rules and regulations concerning the conduct of employees when not on duty. The Board assumes that each employee's training and good judgment is such that the employee knows what proper conduct is and will govern himself/herself accordingly.

SB-9

DRESS/APPEARANCE

All employees are expected to dress appropriately and to conduct themselves responsibly. The image they portray as a Guthrie Public Schools' employee through the day-to-day contact with the public and with colleagues has a direct bearing on how they judge the effectiveness of our school system. It is important that a positive image be portrayed. Cleanliness and personal grooming are important and expected.

SB-10

FINANCIAL OBLIGATIONS

The board of education expects employees of Guthrie Public Schools to pay all financial obligations promptly.

SB-11

CLOSING OF SCHOOL DUE TO INCLEMENT WEATHER

Should it be necessary to close school because of inclement weather, the three major network stations will announce the closing. Whenever possible, the stations will be informed of any closing in time to announce it on the 10:00 p.m. newscasts. Support personnel on a twelve (12) month contract will report to work at the discretion of the Superintendent.

SB-12

CHILD ABUSE AND NEGLECT

School district employees having reason to believe that a student under the age of 18 years has had physical injury inflicted upon the student by other than accidental means and the injury appears to have been caused as the result of physical abuse or neglect shall immediately report the matter to the principal of the student's school.

“Physical abuse and neglect” means harm or threatened harm to a child's health or welfare by the child's parent or guardian, or other person with whom the child resides, including non-accidental physical injury, sexual abuse, or negligent treatment or maltreatment including the failure to provide adequate food, clothing, shelter, or medical care.

The school principal, the reporting employee and any other employees whom the school principal believes may have had opportunity to observe the student shall review the available information and indications of abuse. The school principal shall report the suspected abuse to the county office of the Department of Human Services for the county where the student resides if the school principal determines that there is reason to believe the student has been abused. The school principal shall advise the other employees and the superintendent of the decision.

If any employee involved in the review believes a report should have been made when it was not, or at any point believes that the student is in imminent physical danger, the employee should report the situation to the appropriate office of the Department of Human Services, with or without the concurrence of the other employees involved. The employee making the report shall notify the school principal and the superintendent.

If the Department of Human Services office is notified by telephone of suspected abuse, the oral report shall be followed by a written report from the school principal or other employee making the telephone report. The written report should contain the names and addresses of the child, the parents, and any other responsible persons, the child's age, the nature and extent of injuries, any previous incidents, and any other helpful information.

All information or documents generated by the school district in regard to the matter are confidential; shall not be disclosed except to investigators of the Department of Human Services, the school district's attorneys, or the District Attorney's office or other state or federal officials in connection with the performance of their official duties; and shall be maintained by the school district in a file separate from the student's general file.

At the request of appropriately identified investigators of the Department of Human Services or the district attorney's office, the school principal may permit the investigators access to a student whose suspected abuse has been reported by a school employee. The principal, or a designated counselor or teacher, must be present but shall not participate in the investigators' interview with the students.

Oklahoma law provides that any school employee who in good faith and exercising due care makes a report to the Department of Human Services, or allows access to a child by persons authorized to investigate a report concerning the child, shall not be liable in damages to any person in the event the report is inaccurate.

SB-13

ADMINISTRATIVE CENTER WORK SCHEDULE

The Administrative Center will be open Monday through Friday from 7:45 a.m. until 4:45 p.m. Personnel will alternate schedules, including lunch schedules, to assure that the office is continuously open all day. On days when school is officially closed it will be at the discretion of the Superintendent to determine if 12-month employees will report to work.

SB-14

SUPERVISION OF FAMILY MEMBERS

Employees will not be assigned to serve under the direct supervision of a member of their own family. Any employee presently under the supervision of a family member at the time of the adoption of this policy will be permitted to remain in that specific position.

SB-15

STAFF USE OF TOBACCO PRODUCTS

In order to reinforce the policy, which prohibits the use of tobacco products by students, school employees who are on duty and in the presence of students are prohibited from using tobacco products.

SB-16

WORKER'S COMPENSATION

As required by the law, the Guthrie School District carries Worker's Compensation Insurance. Should any employee who is covered by such insurance be injured while at work, the employee is entitled to the benefits provided by the Worker's Compensation Law. No employee will be awarded both sick leave and Worker's Compensation payments.

SB-17

WORK SCHEDULE, PAY GRADES & SALARY SCHEDULE

The following are guidelines for scheduling and payment purposes. The Superintendent or his/her designee may alter the work schedule in favor of the employee at the Superintendent's discretion.

12-MONTH EMPLOYEES

Included are Central Office Staff, Building Level Secretaries (H.S. only), Maintenance Personnel, Custodial Personnel, Child Nutrition Secretary and Transportation Personnel/Secretary

Contracted days - Minimum of 160 days (which includes holidays)

Holidays include - Independence Day, Labor Day, Fall Break, Thanksgiving Break, Christmas Break, Martin Luther King Day, Spring Break, Memorial Day

Starting date - July 1

Ending date June 30

10-MONTH EMPLOYEES

Included are Building Level Secretaries

Contracted days - Minimum of 160 days

Starting date - 10 days before teachers report to start the school year

Ending date - 10 days after the last day teachers work

9-MONTH EMPLOYEES

Route Drivers and Cafeteria Workers

Contracted days - Minimum of 160 days

Included are all Teacher Assistants, Library Assistants and Handicap Bus Drivers

Contracted days - Minimum of 160 days

Starting date - First day teachers report

Ending date - Last day teachers work

Guthrie Public Schools Position Pay Grade Schedule

Position	Pay Grade
<i>Clerical</i>	
Secretary to Superintendent	12
Payroll / Appropriated Funds/ Personnel Clerk	11
Activity Fund Clerk	9
Secretary to Assistant Superintendent	9
Treasurer/ School Food Authority (SFA)	9
Secretary to Director of Special Education	9
High School Financial Secretary	7
Central Office Receptionist	9
High School Registrar	7
Maintenance Clerk	6
Junior High Financial Secretary	4
Site Secretary / Receptionist	4
<i>Technology</i>	
Systems Analyst	13
Software System Analyst	11
Computer Support Tech I	10
Data Management Specialist	7
<i>Assistants</i>	
Paraprofessional	3
Paraprofessional with Certifications	6
<i>Maintenance</i>	
Lead Maintenance	13
Full-Time Maintenance	8
Grounds Superintendent	8
Grounds Maintenance	3
Certified HVAC / Electrical Technician - Journeyman	\$23 24 Hourly
Certified HVAC / Electrical Technician - Contractor	\$26 27 Hourly
<i>Custodial</i>	
Head Custodian – High School	6
Head Custodian – Junior High / GUES	5
Head Custodian – Athletics/ Cotteral / Charter Oak / Central / Fogarty	4
Custodian	3
<i>Transportation</i>	
Lead Mechanic	12
Mechanic	10
Full Time Special Needs Driver	13
Route Supervisor	13
Route Driver	13
Dispatch Supervisor	6
Monitor	2
<i>Child Nutrition</i>	
Cafeteria Manager/Warehouse Manager	6
Secretary to Child Nutrition Director	4
Cafeteria Worker	2

Full-time Employees that work a minimum of four (4) hours daily will receive the district paid teacher retirement benefit.
 Full-time Employees that work a minimum of six (6) hours daily will qualify to receive all fringe benefits available through the district support employee benefit program.
 Up to 5 years credit may be granted for Military Service on the Support Personnel Salary Schedule.



GUTHRIE PUBLIC SCHOOLS
 SUPPORT SALARY SCALE - FULL TIME EMPLOYEES
 FY 2023 - 2024

	<u>GRADE</u>												
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>
<u>Experience</u>													
0	8.50	8.80	9.30	9.80	10.30	10.80	11.30	11.80	12.30	12.80	13.30	13.80	14.50
1	8.50	8.95	9.45	9.95	10.45	10.95	11.45	11.95	12.45	12.95	13.45	13.95	14.65
2	8.50	9.10	9.60	10.10	10.60	11.10	11.60	12.10	12.60	13.10	13.60	14.10	15.18
3	8.50	9.25	9.75	10.25	10.75	11.25	11.75	12.25	12.75	13.25	13.75	14.25	15.46
4	8.50	9.40	9.90	10.40	10.90	11.40	11.90	12.40	12.90	13.40	13.90	14.40	15.62
5	8.50	9.55	10.05	10.55	11.05	11.55	12.05	12.55	13.05	13.55	14.05	14.55	15.77
6	8.50	9.70	10.20	10.70	11.20	11.70	12.20	12.70	13.20	13.70	14.20	14.70	15.93
7	8.50	9.85	10.35	10.85	11.35	11.85	12.35	12.85	13.35	13.85	14.35	14.85	16.08
8	8.50	10.00	10.50	11.00	11.50	12.00	12.50	13.00	13.50	14.00	14.50	15.00	16.24
9	8.50	10.15	10.65	11.15	11.65	12.15	12.65	13.15	13.65	14.15	14.65	15.15	16.39
10	8.50	10.30	10.80	11.30	11.80	12.30	12.80	13.30	13.80	14.30	14.80	15.30	16.55
11	8.50	10.45	10.95	11.45	11.95	12.45	12.95	13.45	13.95	14.45	14.95	15.45	16.70
12	8.50	10.60	11.10	11.60	12.10	12.60	13.10	13.60	14.10	14.60	15.10	15.60	16.86
13	8.50	10.75	11.25	11.75	12.25	12.75	13.25	13.75	14.25	14.75	15.25	15.75	17.01
14	8.50	10.90	11.40	11.90	12.40	12.90	13.40	13.90	14.40	14.90	15.40	15.90	17.17
15	8.50	11.05	11.55	12.05	12.55	13.05	13.55	14.05	14.55	15.05	15.55	16.05	17.32
16	8.50	11.20	11.70	12.20	12.70	13.20	13.70	14.20	14.70	15.20	15.70	16.20	17.48
17	8.50	11.35	11.85	12.35	12.85	13.35	13.85	14.35	14.85	15.35	15.85	16.35	17.63
18	8.50	11.50	12.00	12.50	13.00	13.50	14.00	14.50	15.00	15.50	16.00	16.50	17.79
19	8.50	11.65	12.15	12.65	13.15	13.65	14.15	14.65	15.15	15.65	16.15	16.65	17.94
20	8.50	11.80	12.30	12.80	13.30	13.80	14.30	14.80	15.30	15.80	16.30	16.80	18.10
21	8.50	11.95	12.45	12.95	13.45	13.95	14.45	14.95	15.45	15.95	16.45	16.95	18.25
22	8.50	12.10	12.60	13.10	13.60	14.10	14.60	15.10	15.60	16.10	16.60	17.10	18.41
23	8.50	12.25	12.75	13.25	13.75	14.25	14.75	15.25	15.75	16.25	16.75	17.25	18.56
24	8.50	12.40	12.90	13.40	13.90	14.40	14.90	15.40	15.90	16.40	16.90	17.40	18.72
25	8.50	12.55	13.05	13.55	14.05	14.55	15.05	15.55	16.05	16.55	17.05	17.55	18.87
26	8.50	12.80	13.30	13.80	14.30	14.80	15.30	15.80	16.30	16.80	17.30	17.80	19.03
27	8.50	13.05	13.55	14.05	14.55	15.05	15.55	16.05	16.55	17.05	17.55	18.05	19.18
28	8.50	13.30	13.80	14.30	14.80	15.30	15.80	16.30	16.80	17.30	17.80	18.30	19.34
29	8.50	13.55	14.05	14.55	15.05	15.55	16.05	16.55	17.05	17.55	18.05	18.55	19.49
30	8.50	13.80	14.30	14.80	15.30	15.80	16.30	16.80	17.30	17.80	18.30	18.80	19.64
31	8.50	14.05	14.55	15.05	15.55	16.05	16.55	17.05	17.55	18.05	18.55	19.05	19.79
32	8.50	14.30	14.80	15.30	15.80	16.30	16.80	17.30	17.80	18.30	18.80	19.30	20.04

***In accordance with 70 O.S. § 6-101.40 - HB1026XX, effective July 1, 2018, all full-time support staff will receive a \$1,250 pay increase for the 2023-2024 school year. This additional amount will be reflected on your pay stub spread over a 12-month period.

SB-18 EVALUATION

It is the policy of the Guthrie Board of Education that all Support Employees be evaluated at least once each year prior to May 1. The Support Employee evaluation assignments are as follows:

EMPLOYEE	EVALUATOR
Secretaries	Building Principal
Teacher Assistants	Building Principal - Teacher
Special Ed Teacher Assistants	Building Principal - Teacher - Sp. Ed. Director
Custodians	Building Principal
Maintenance Personnel	Director of Operations
Cafeteria Personnel	Director of Food Services
Transportation Personnel	Director of Operations
Central Office Personnel	Superintendent - Asst. Supt.

ONE OR ALL OF THE DESIGNATED EVALUATORS MAY DO EVALUATIONS AS DEEMED NECESSARY.

Where the Building Principal is designated as the evaluator, an Assistant Principal if so assigned may assume the responsibility.

A copy of the evaluation instrument to be used is included at the back of this handbook.

SB-19 PROFESSIONAL LEAVE

Professional leave may be provided upon request and approval of appropriate administration. Such leaves shall be used for attendance at professional conferences, meetings, workshops, observations of other schools' programs or other meetings.

SB-20 JURY DUTY

Support employees shall be granted leave to serve on a jury or as a subpoenaed witness. An employee serving as a juror or subpoenaed witness shall be paid the full contract salary less any compensation received for such service, exclusive of parking or mileage reimbursement.

SB-21 MATERNITY LEAVE

A Support Employee who is pregnant may continue her duties until, in the opinion of the employee's physician and the employee, she is no longer able to perform her duties. The employee shall give written notice at least fourteen (14) days prior to the time she intends to cease her duties, except in case of an emergency.

The notice shall also state whether or not she intends to return to the district after the child is born and when she intends to return. An employee who gives notice she desires to return to the district must reaffirm that intent by giving written notice to the Board within sixty (60) days of the child's birth. At the time of her return, the employee shall be assigned to the same position or an equivalent position for which she is qualified, provided she returns the same school year. Up to thirty, (30) days of sick leave with pay can be used for maternity leave. Days requested beyond thirty, (30) must be documented by a physician.

Full-time employees of the district who have been employed by the district for at least one year and have worked at least 1,250 hours during the preceding 12-month period shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of paid maternity leave shall be used immediately following the birth of the employee's child. The six (6) weeks of maternity leave shall be in addition to and not in place of sick leave due to pregnancy pursuant to 70 O.S. § 6-104. A school district employee taking maternity leave pursuant to the new law shall not be deprived of any compensation or other benefits to which the employee is otherwise entitled.

The district shall file claims with the State Board of Education for reimbursement of expenses related to providing eligible employees with paid maternity leave.

With regard to any shared sick leave program which is currently offered or which may be offered in the future by the district, maternity leave provided must be used prior to any shared sick leave available under the district's program.

SB-22

PERSONAL LEAVE

Each Support Employee shall have three (3) days to be used as personal or emergency leave with the following restrictions:

1. Such leave shall be granted upon request to the employee's building principal or director at least forty-eight (48) hours in advance of the requested leave. The time limit shall be waived in case of emergency.
2. Cost of a substitute, if needed, shall be paid by the school system.
3. These days are not cumulative.
4. Any days taken over the allowed three (3) days will result in loss of a full day's pay for each day.
5. The day immediately preceding and following a school holiday will not be allowed for personal leave, except as approved by the building principal.
6. No personal leave days will be granted the first or last weeks of class, except in case of emergency and approved by the principal.
7. Unused personal leave days shall accumulate as sick leave for the following year. Those employees who have one hundred ten (110) unused sick leave days accumulated at the end of the school year may make a written request to receive \$50.00 per day for each unused personal leave day, maximum of three (3) days. Eligible staff must request payment in writing to the office of the superintendent by June 1 each year to receive reimbursement. Reimbursement for unused personal leave days is not cumulative.

SB-23

BEREAVEMENT LEAVE

Non-cumulative bereavement leave of up to five (5) days per occurrence shall be granted to an employee in the event of a death in the immediate family. Immediate family shall include: spouse, parent, stepparent, child, stepchild, foster-child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, parent-in-law, aunt or uncle, and aunt or uncle-in-law. (Bereavement leave need not be taken on consecutive days but must be initiated within 15 days and completed within 30 days of the qualifying event.)

SB-24

SICK LEAVE

One day per contract month of sick leave shall be granted annually for personal illness, accidental injury, pregnancy or temporary disability to the employee or accidental injury or illness the immediate family. (Immediate family shall include: spouse, parent, step-parent, child, step-child, foster child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, or parent-in-law.)

Support Employees who legally retire and are vested in the Oklahoma Teacher's Retirement System shall be paid for accrued sick leave upon written request at the rate of \$50.00 per day. Those employees who have resigned and have been employed by the Guthrie Public School System for a minimum of ten (10) years shall also be paid for accrued sick leave at the rate of \$50.00 per day. All sick leave days paid upon separation of employment through retirement must have been accrued in the service of Guthrie Public Schools. Sick leave days transferred from other employment will not be considered for reimbursement. Written request by the employee prior to the effective date of resignation (but not later than June 15th) shall be required. This can only be done once. (Requests for accumulated sick leave reimbursement received after the close of the fiscal year on June 30th will not be paid.)

Unused sick leave days shall accumulate to a maximum of 120 days per employee. Personnel who have accumulated one hundred twenty (120) days sick leave prior to the commencement of the school year earn additional days when the new school year begins which will be credited to their individual retirement reserve account. Official records of all days accumulated above 120 shall be maintained by the school district for the purpose of teacher retirement.

SB-25

VACATION

All personnel assigned to twelve-month positions will accrue vacation time and be entitled to take vacation leave when approved by their immediate supervisor.

Rate of Accrual

Twelve-month personnel shall accrue a maximum of 12 days of vacation per fiscal year at the rate of 1 day per month.

Special Accrual

Current employees who have previously worked less than 12-month contracts and are changed to 12-month positions will accrue vacation days, on the last day of the first month of 12-month employment and each month thereafter, for the remainder of the fiscal year.

When a 12-month employee transfers to a less-than 12-month position, the employee will be paid for all vacation days.

New Employees

Personnel who are employed later than the first month of the fiscal year will accrue, beginning on the last day of the first month of employment, vacation days at the rate of 1 day per month for each month remaining in the fiscal year.

Month of Accrual

Personnel must have reported to work prior to the tenth (10th) of the month or have worked through the tenth (10th) of the month to receive credit toward vacation for that month.

With regard to computation of earned vacation time, absences of an employee on sick leave or vacation are considered as time served.

Vacation days will not be accrued after the expiration of sick leave or for absences not covered by sick leave or vacation time.

Accumulation

Twelve-month employees who accumulate vacation days as a part of their employment contract may accumulate up to a maximum of thirty-five (35) vacation days. An employee that has in excess of thirty-five (35) vacation days at the end of any month will lose the accrual for that month with no compensation for the day lost.

Payment of Unused Vacation Upon Termination of Employment

Upon retirement or termination of employment, personnel having unused vacation leave will be reimbursed at their daily rate.

SB-26

Epidemic Leave

Support employees who are full-time employees of the District, as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee, and who are also employed a minimum of one hundred seventy-two (172) days, shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order.

SB-27

Family Activity Leave

Support Staff may request up to three (3) days of Family Activity Leave per school year to attend activities in which their children/spouse are participating with the following restrictions:

1. Such leave must be requested by the Support Staff to the building administrator/director at least forty-eight (48) hours in advance of the requested leave, except in special circumstances, which will be considered on a case-by-case basis.
2. The Support Staff must have used all three (3) district provided Personal Days in advance of the request to use Family Activity Leave.
3. Family Activity Leave cannot be used during the first five (5) or the last five (5) days of instruction.
4. The workday immediately preceding and following a school holiday will not be allowed for Family Activity Leave, except as approved by the building principal/director.
5. The cost of a substitute teacher will be deducted from the support staff salary for each day used. Family Activity Leave Days do not accumulate for the following year and do not roll into sick leave days.

SB-28

SUPPORT PERSONNEL SUSPENSION, DEMOTION OR TERMINATION

1) Definitions:

- a) "Support Employee" shall mean an employee of the School District who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of the School District.
- b) "Full-time Support Employee" shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by the School District for a minimum of 172 days per year.
- c) "Suspension without pay" shall mean the temporary denial of a support employee's right to work and receive any pay and other benefits during the term of the suspension. "Suspension without pay" may be as a disciplinary measure as provided in paragraph 4.B (1), below, or as a suspension pending investigation as provided in paragraph 4.B(2), below. If a final decision is made under the procedures stated below that a suspension without pay was improper, the support employee shall receive full pay and other benefits for the period of suspension.
- d) "Suspension with pay" may occur in those situations in which the superintendent or his designee, or a supervisor of the support employee perceives a significant hazard in keeping the support employee on the job, in which event the support employee may be asked to immediately leave the School District's premises and the support employee is temporarily relieved of his duties pending a hearing under paragraph 4, below.
- e) "Demotion" shall mean a reduction in pay during the term of the support employee's contract. "Demotion" shall not mean a change in job description or work assignment or duties.
- f) "Termination" shall mean the discharge of the support employee from his/her employment with the School District during the term of his/her contract and does not include the cessation of employment upon expiration of the support employee's contract.
- g) "Nonreemployment" shall mean the failure to offer a support employee a new contract for the next successive school year after the contract under which the support employee is presently employed has expired.

2) Policy on Suspension, Demotion, Termination or Nonreemployment of Full-Time Support Employees.

A full time support employee who has been employed by the School District for more than one year shall be suspended, demoted, terminated or nonreemployed during the term of his/her contract only for cause as provided in this policy. In addition to the definition of cause stated in section 3 of this Policy, "cause" shall also specifically include lack of funds or lack of work. Any support employee who has been employed by the School District for less than one year (12 months) is not entitled to invoke the procedures of this policy and such employee's contract can be terminated at any time without cause.

3) Cause for Suspension, Demotion, Termination or Nonreemployment.

- a) A support employee may be suspended, demoted, terminated or nonreemployed during the term of his/her contract for any of the following:
 - i) Violation of any rule, regulation or requirement issued by the Office of the Superintendent or Board of Education of the School District; or
 - ii) Conduct not otherwise specified in the above rules, regulations or requirements which constitutes insubordination, neglect of duty, incompetency in job performance, dishonesty, or causing or allowing damage, destruction or theft of school property.
- b) The rules, regulations and requirements referred to above shall be posted in a prominent place at each work location or otherwise communicated in writing to all support employees. The rules, regulations and

requirements, which may be revised from time to time, shall state that violation of the rules, regulations and requirements may result in suspension, demotion, termination or nonreemployment during the term of his/her contract.

4) Procedures For Suspensions Without Pay, Terminations and Demotions.

- a) Any full-time support employee is subject to disciplinary action in the form of a suspension without pay, demotion or termination. Prior to instituting any such disciplinary action, the full-time support employee shall receive the following hearing rights:
 - i) The superintendent of schools or his designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;
 - ii) The superintendent of schools or his designee shall explain to the support employee the evidence against the support employee;
 - iii) The superintendent of schools or his designee shall allow the support employee an opportunity to present his side of the matter.
- b) After the support employee is afforded the above hearing rights, the superintendent of schools or his designee may take any of the following actions:
 - i) Suspension without pay for ten (10) working days or less as a disciplinary measure;
 - ii) Suspension without pay pending investigation as to whether cause exists for the termination of the support employee;
 - iii) Demotion of the support employee;
 - iv) Termination of the support employee;
 - v) Conclude that no disciplinary action is appropriate.
- c) If a support employee is suspended without pay pending an investigation as to whether termination is appropriate, then, within five (5) working days after the effective date of the suspension without pay, such investigation must be completed and the superintendent or his duly authorized designee shall afford the support employee a second hearing with the same hearing rights as set forth in paragraph 4.A., above. After the second hearing, the support employee shall either be reinstated, with back pay and other benefits, suspended without pay further as a disciplinary measure (not to exceed a total of 10 working days including the initial days of suspension without pay), demoted or terminated.
- d) The support employee shall have the right to appeal to the Board of Education a suspension without pay as a disciplinary measure, a demotion or a termination as set forth in the Procedures for Appeal to the Board of Education in section 6 below.

5) Procedures for Nonreemployment.

Prior to being nonreemployed, a full-time support employee who has been employed by the School District for more than one (1) year shall be entitled to the following hearing rights:

- a) The board of education or the superintendent of schools or his designee shall advise the support employee, in writing, of the board's intention to consider and act on the nonreemployment of the support employee for the subsequent fiscal year;
- b) The written notification shall set out the cause(s) for such action;
- c) The support employee shall have the right to contest his nonreemployment before the Board of Education as set forth in the Procedures for Appeal to the Board of Education in section 6 below.

6) Procedures for Appeal to the Board of Education.

- a) After any suspension without pay as a disciplinary measure, or prior to the effective date of any demotion, termination during the term of his/her contract or nonreemployment, the support employee shall receive notice of his/her right to a hearing before the Board of Education as herein provided.
- b) All notices shall be sent to the support employee by certified mail at the address of the support employee shown on the school records. If the support employee refuses to accept the notice or fails or refuses to pick up the notice after being notified by the post office to do so, then the support employee shall be deemed to have received the notice on the date that the notice was postmarked. The notice shall contain the information provided in the form attached hereto. The postmark shall be used to determine the timeliness of the notice.
- c) A support employee who has been notified in writing of his/her suspension without pay as a disciplinary measure, demotion or termination during the term of his/her contract or nonreemployment may notify the Clerk of the Board of Education of the School District within ten (10) working days of the postmark on the notice if the support employee desires a hearing before the Board of Education. If the support employee fails to notify the Clerk of the Board of Education of the School District in writing within ten (10) working days of the postmark on the notice that the support employee requests a hearing, the support employee shall be deemed to have waived the right to a hearing and the suspension without pay as a disciplinary measure, demotion or termination action shall be final and, in the case of a nonreemployment, the board may take final action to nonreemploy the employee without further notice or hearing rights.
- d) Hearing before Board of Education:
 - i) Upon timely notice as set forth above, the support employee shall be entitled to a hearing before the Board of Education. The hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the request for the hearing was received at least ten (10) days prior to the next, or next succeeding, regularly scheduled Board of Education meeting. At the request of the support employee or at the discretion of the Board of Education, the Board of Education shall call a special meeting to conduct the requested hearing, which special meeting shall be held no earlier than ten (10) days nor later than thirty (30) days after receipt of the support employee's request.
 - ii) At the hearing before the Board of Education, the support employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the School District, to present witnesses on his/her behalf and to present any relevant evidence or statement which the support employee desires to offer. The hearing shall be conducted in "open" session. The hearing shall commence with a statement to the support employee of his rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the support employee's suspension without pay as a disciplinary measure, demotion, termination or nonreemployment. The burden of proof shall be upon the school administration. The support employee shall then have the right to present his/her side of the matter. After both the school administration and the support employee have fully presented their respective positions, the Board of Education shall deliberate on the evidence in executive session. The Board of Education shall announce its findings and decision immediately in open session by individual voice vote. The decision shall be made by a majority of the Board of Education members present at the meeting.
 - iii) As to suspension as a disciplinary measure, demotion or termination, the Board of Education may affirm, modify or reverse the action taken against the support employee, including increasing or decreasing the severity of the original action. As to nonreemployment, the board may reemploy or nonreemploy the employee for the subsequent fiscal year.
 - iv) The decision of the Board of Education at the hearing shall be final and non-appealable.

7) Miscellaneous.

This policy shall be effective immediately upon adoption by the Board of Education and shall supersede all previous policies regarding the subject matter contained herein. The Board of Education reserves the right to modify or amend this policy from time to time in any manner consistent with applicable law.

Nothing contained in this policy shall prevent the board of education from acting on its own volition in matters pertaining to suspension, demotion, dismissal or nonrenewal of support employees.

SB-29

SUPPORT PERSONNEL REDUCTION IN FORCE

Procedures for Elimination of Support Personnel Positions:

Guthrie Public Schools may lay off an employee whenever it is necessary because of a shortage of funds or work, or because of a material change in the function of the school.

If normal attrition does not accomplish the necessary staff reduction, the Superintendent will recommend the names of the employees to be laid off based upon all the following criteria:

1. Type of job (skills involved in performance).
2. Length of service to Guthrie Public Schools.
3. Work performance and efficiency.

Each employee to be involved in a lay-off as a result of a Reduction In Force shall be notified in writing by the Superintendent at least two (2) weeks before the effective date.

An employee under RIF shall have the right of re-employment to any vacant position that the school district intends to fill provided such employee meets the qualifications of the position. This right expires one (1) year after the effective date of the RIF. The employee shall be considered in reverse order (i.e., the last dismissed will be the first considered) and shall resume his/her place on the salary schedule as qualified. The employee shall be responsible to keep an up to date address and phone number at the office of the superintendent.

GUTHRIE PUBLIC SCHOOLS

SUPPORT EMPLOYEE RULES AND REGULATIONS

A support employee may be suspended, demoted, terminated or nonreemployed for violation of any of the following Rules and Regulations:

- (1) Falsification of personnel or other records.
- (2) Unexcused failure to be at work station at starting time.
- (3) Leaving work station without authorization prior to lunch periods, or end of work day.
- (4) Excessive unexcused absenteeism.
- (5) Chronic absenteeism for any reason.
- (6) Chronic tardiness.
- (7) Wasting time or loitering during working hours.
- (8) Leaving work area during work hours, without permission, for any reason.
- (9) Possession of weapons on school premises or in school district vehicles or while on duty.
- (10) Removing school district property or records from school district premises without proper authority.
- (11) Willful abuse, misuse, defacing, or destruction of school district property, including tools, equipment, or property of other employees.
- (12) Theft or misappropriation of property of employees, students or of the school district.
- (13) Sabotage.
- (14) Distracting the attention of others.
- (15) Refusal to follow instructions of supervisor.
- (16) Refusal or failure to do work assignment.
- (17) Unauthorized operation of machines, tools, or equipment.
- (18) Threatening, intimidating, coercing or interfering with employees or supervisors.
- (19) The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
- (20) Creating a disturbance on school premises including but not limited to engaging in quarrelsome behavior and fighting.
- (21) Creating or contributing to unsanitary conditions.
- (22) Practical jokes injurious to other employees or school district property.
- (23) Possession, consumption, or reporting to work under the influence of beer, alcoholic beverages (including wine), non-prescribed drugs, or controlled dangerous substances.
- (24) Disregard of known safety rules or common safety practices.
- (25) Unsafe operation of motor driven vehicles.
- (26) Operating machines or equipment without using the safety devices provided.
- (27) Gambling, lottery, or any other game of chance on school district property.

- (28) Unauthorized distribution of literature, written or printed matter of any description on school district property.
- (29) Posting or removing notices, signs, or writing in any form on bulletin boards of school district property at any time without specific authority of the administration.
- (30) Poor workmanship.
- (31) Immoral conduct or indecency including abusive and/or foul language.
- (32) Excessive personal calls during working hours, except for emergencies. This includes in-coming and out-going calls.
- (33) Walking off job.
- (34) Clocking in or out another employee's time card or time sheet.
- (35) Use of Tobacco on school property.
- (36) Refusal of job transfer, if the transfer does not result in a demotion.
- (37) Abuse of "breaks" (rest periods) or meal period policies.
- (38) Insubordination of any kind.
- (39) Sexual harassment of an employee, a student or a third party such as a patron.
- (40) Misuse or abuse of any school district leave policy or guidelines.
- (41) When it is in the best interest of the school district, any support personnel may be suspended, demoted, terminated or nonreemployed.
- (42) Because of the difficulty of retaining competent support employees on a temporary basis over an extended period of time, a support employee shall be subject to termination or nonreemployment for physical inability to perform the essential job requirements if the employee is unable due to illness or accidental injury to return to work for his or her regularly scheduled hours and to perform all of the essential duties of the position within 12 work weeks or the number of work days equal to the employee's total accumulated sick leave days, whichever is longer, measured from the date of the first absence due to the illness or injury.

SECTION C

MISCELLANEOUS POLICIES

SC-1

DISTRICT EMPLOYEE PURCHASES

The Guthrie Public School District will no longer accept responsibility for purchases by district employees unless those purchases meet one of the following criteria:

1. Purchase order delivered by employee, purchase order received by mail, or purchase order confirmed verbally via telephone by Purchasing Department.
2. Authorization form for emergency purchases signed by the purchasing manager or designee (this is not a purchase order). This form is for a “one-time” purchase only.

District employees are not authorized to charge purchases in the name of the district. It is the responsibility of the vendor to make sure that no business transaction is negotiated with an employee of the school district unless that transaction meets one of the two criteria mentioned above.

NOTE TO SCHOOL EMPLOYEES: Business transactions conducted during any fiscal year period (July 1-June 30) must have a purchase order typed prior to the end of that period (June 30). State law does not permit the issuance of purchase orders after the end of the fiscal year for expenditures of the prior year. Also, invoices of the prior fiscal year cannot be paid from current year funds. If you submit either of these after the close of the fiscal year, you are liable for the payment.

It is the responsibility of the employee and that of the school or department to see that invoices and requisitions needed for this payment be in the Purchasing Department no later than May 18 of each year.

SC-2

HYGIENE AND SANITATION (BLOODBORNE PATHOGENS)

The Guthrie Board of Education recognizes that body fluids of any person may contain infectious or contagious bacteria or viruses, and that such bacteria or viruses may be spread from one person to another by accidental or careless handling of body fluids during sanitation or custodial work or the administration of emergency first aid.

The superintendent is directed to prepare regulations establishing proper procedures for handling body fluids during normal housekeeping. Such procedures shall include methods for the handling disposal of body fluids in school buildings and on school equipment and material. The district will make personal protective equipment available to employees for use in handling and disposing of body fluids.

The superintendent will also direct the identification of employees who could be reasonably anticipated as the result of their job duties to face contact with blood or other potentially infectious materials. Any employees so identified will be offered Hepatitis B vaccinations at district cost. Such vaccinations will be provided at a reasonable time and recommendations of the U.S. Public Health Service.

School district employees who have had an exposure incident to body fluids will participate in a follow-up confidential medical evaluation documenting the circumstances of exposure, identifying and testing the source individual if feasible, testing the exposed employee's blood if the employee consents, post-exposure prophylaxis, counseling and evaluation of reported illnesses. Health care professionals must be provided specified information to facilitate the evaluation and their written opinion on the need for Hepatitis B vaccine must be supplied to the employer. All diagnoses must remain confidential.

SC-3

STAFF SAFETY

All employees of this school district will be covered by Workers' Compensation Insurance for any accident occurring while on official duty on or off school property. Employees will report any accident, however slight in which they are involved to the employee's immediate supervisor as soon as possible. The report will include a brief description of the accident, the persons involved, and injuries sustained.

The supervisor will forward the report to the Assistant Superintendent's office as soon as possible. The Assistant Superintendent will submit an Employee's Report of Industrial Injury to the State Compensation Office.

Employees who have filed for Worker's Compensation may be required by the superintendent or designee to submit to medical tests or examinations as determined by a licensed physician appointed or hired by the board.

SC-4

USE OF DRUGS AND CONTROLLED SUBSTANCES BY EMPLOYEES DRUG-FREE WORKPLACE

In recognition of the clear danger resulting from drug abuse, and in good faith effort to promote the health, safety, and welfare to employees, students and the community, it is the policy of this school district to provide a drug-free workplace in compliance with the Drug-Free Schools and Communities Act Amendment of 1989.

With the intent that all employees have notice and knowledge of the ramifications concerning illegal chemical substance use, possession, purchase, sale, or distribution when the employee is on duty or on school property, the Guthrie Board of Education has adopted the following policy and regulations on testing of employees and applicants for employment with regard to use of illegal chemical substances.

Statement of Purpose and Intent

1. The safety of students and employees of the school district is of paramount concern to the school board.
2. Employees who are under the influence of an illegal chemical substance when on duty or on school property pose serious safety risks to students and other employees.
3. The use of illegal chemical substances has a direct and adverse effect on the safety, personal health, attendance, productivity and quality of work of all employees and the safety of all students.
4. Recent scientific studies demonstrate that the use of illegal chemical substances reduces an employee's ability to perform the job beyond the time period of immediate consumption or use.
5. The board recognizes that all employees have certain personal rights guaranteed by the Constitution of the United States of America and by the Constitution of the State of Oklahoma. This policy will not infringe on those rights.
6. Employees who have been identified, as chemically dependent will be referred, on a confidential basis, to a treatment facility or agency.
7. Due to the devastating impact that the use of illegal chemical substances can have on the safety of students and employees and their adverse affect on an employee's ability to perform the employee's job, the board will not tolerate employees who use, possess, distribute, purchase, sell or are under the influence of illegal chemical substances when on duty or while on school property.
8. This policy will apply to all employees of the school district regardless of position, title or seniority. Violations of this policy will subject the employee to disciplinary action, including termination.
9. The use of intoxicating or non-intoxicating beverages as defined by Oklahoma law (alcohol) is specifically addressed in this policy because alcohol is a legal drug. However, possession or use of alcohol when the employee is on duty or on school property is prohibited. Any employee who is found to be under the influence of alcohol when the employee is on duty or on school property or any employee who possesses or consumes alcohol when the employee is on duty or on school property or while attending a school event will be subject to disciplinary action, including termination.

Employee Drug Use Tests

Employees will be required to submit to drug use testing in the following instances:

1. A drug use test will be a required part of an annual physical examination to determine physical fitness for all new school bus drivers, new school vehicle mechanics, and all other new employees who are required to take an annual physical

examination and whose jobs have a direct bearing on the safety of students or other employees. Returning employees will be randomly selected as required by Oklahoma State Law. Each employee who is to be tested for illegal chemical substances as a part of an annual physical examination will be given at least 30 calendar days notice of the date of the physical examination and attendant drug use test.

2. Any employee whose behavior while on duty creates a reasonable individualized suspicion that the employee is under the influence of an illegal chemical substance will be required to take a drug use test.

3. Any employee who is involved in an otherwise unexplained accident involving school property will be required to take a drug use test. Any employee who refuses to take a drug use test when so required under the provisions of this policy will be deemed to have committed an act of insubordination or willful neglect of duty, which will be the basis for disciplinary action, including termination.

Applicants for Employment Drug Use Tests

Applicants for employment will be required to submit to drug use testing as follows:

Drug use tests will be included as a part of physical examinations for that class of employees for whom physical examinations are required and only following a conditional offer of employment. If the prospective employee refuses to take the examination, or if the examination discloses drug use, the employment offer will be withdrawn. Applicants for employment will be notified that drug use testing will be a part of the physical examination if a physical examination is required.

Persons Authorized to Order Drug Testing

The following persons have the authority to require drug use testing of employees under this policy:

1. The superintendent of schools;
2. Any employee designated for such purposes by the superintendent or by the school board.

Circulation of Policy

This policy and the accompanying regulations shall be given broad circulation to all employees of the school district, which shall include prominent posting at various places in the district. Each employee and applicant for employment shall be entitled to receive, upon request, a free copy of this policy and the accompanying regulations.

Regulations:

In accordance with the policy of the board of education, the following regulation implements and supports the Use of Illegal Chemical Substances by Employees policy:

Definitions

1. "Illegal chemical substance" means any substance, which an individual may not sell, possess, use, distribute or purchase under either federal or Oklahoma law. Illegal chemical substance includes, but is not limited to, all scheduled drugs as defined by the Oklahoma Uniform Controlled Dangerous Substances Act, all pre-prescription drugs obtained without authorization and all prescribed drugs and over the counter drugs being used for an abusive purpose.
2. "Under the influence" means any employee of the school district or applicant for employment with the school district who has any illegal chemical substance or the metabolites thereof present in the person's body in any amount which is considered to be "positive" for such drug or drug metabolites using any scientifically substantiated drug use screen test and drug use confirm test.
3. "Positive", when referring to a drug use test administered under this policy, means a toxicological test result, which is considered to demonstrate the presence of an illegal chemical substance or the metabolites thereof using the standards customarily established by the testing laboratory administering the drug use test.
4. "School property" means any property owned, leased or rented by the school district, including but not limited to school buildings, parking lots and motor vehicles.
5. "Drug use test" means a scientifically substantiated method to test for the presence of illegal chemical substances in a person's urine.
6. "On duty" means any time during which an employee is acting in an official capacity for the school district or performing tasks within the employee's job description, including the taking of an annual physical examination.

7. "Reasonable suspicion" means a suspicion based on specific personal observations concerning the appearance, speech or behavior of an individual, and reasonable inferences drawn from those observations in the light of experience.

Determination of Applicants for Employment and Employees Being Under the Influence of an Illegal Chemical Substance

1. Any drug use test administered under the terms of this policy will be administered by or at the direction of a professional laboratory using scientifically validated toxicological methods. The professional laboratory shall be required to have detailed written specifications to assure chain of custody of the specimen, proper laboratory control and scientific testing. All aspects of the drug use-testing program, including the taking of specimens, will be conducted so as to safeguard the personal and privacy rights of applicants and employees to the maximum degree possible. The test specimen shall be obtained in a manner, which minimizes its intrusiveness. In particular, the specimen must be collected in a restroom or other private facility behind a closed stall; the test monitor shall not observe any employee or applicant while the specimen is being produced, but the test monitor may be present outside the stall to listen for normal sounds of urination in order to guard against tampered specimens and to insure an accurate chain of custody; and the test monitor may verify the normal warmth and appearance of the specimen. If at any time during the testing procedure, the test monitor has reason to believe or suspect that an employee/applicant is tampering with the specimen, the test monitor may stop the procedure and inform the test coordinator who will then determine if direct observation is required. The test monitor shall give each employee or applicant a form on which the employee or applicant may, but shall not be required to list any medication he/she has taken or any other legitimate reasons for having been in contact with potentially illegal chemical substances in the preceding 30 days.

2. If the initial drug use test is positive for the presence of an illegal chemical substance or the metabolites thereof, the initial test result will be subject to confirmation by a second and different test of the same specimen. The second test will use the gas chromatography mass spectrometry technique. An applicant for employment will not be denied employment or an employee will not be subject to disciplinary procedures unless the second test is positive for the presence of illegal chemical substances or the metabolites thereof.

3. If the second test is positive for the presence of illegal chemical substances or the metabolites thereof, the applicant for employment or the employee will be furnished with a copy of the test results.

4. Any applicant for employment or employee who is subject to disciplinary action as a result of being under the influence of an illegal chemical substance will be given a reasonable opportunity to rebut the drug use tests results. If the applicant or employee asserts that the positive test results are caused by other than consumption of an illegal chemical substance by the applicant or employee, then the applicant or employee will be given an opportunity to present evidence that the positive test result was produced by other than consumption of an illegal chemical substance. The school district will rely on the opinion of the laboratory, which performed the tests in determining whether the positive test result was produced by other than consumption of an illegal chemical substance. The employee or applicant will have a right to have a second gas chromatography/mass spectrometry test performed on the same test specimen at the expense of the employee or applicant if the request for the second test is made within 30 days after the date the first test positive result is communicated to the employee or applicant and subject to the approval by the school district's consulting laboratory of (a) the laboratory selected by the applicant for the second test and (b) the testing methodology used by the laboratory selected by the employee or applicant. A proper chain of custody shall be maintained at all times in transmitting the specimen to and from a second laboratory.

5. The laboratory reports and results of drug use testing will be maintained on a confidential basis except as otherwise required by law; provided however, the results and reports of drug use testing may be given to law enforcement authorities if the drug use test is administered as a result of an employee's involvement in an accident resulting in injury to persons or property. The laboratory performing drug use tests for the school district will not report on or disclose to the school district any physical or psychological condition affecting an employee or employment applicant which may be discovered in the examination of a specimen other than the presence of illegal chemical substances or the metabolites thereof. The use of specimens to test for any other substances will not be permitted.

Employee Use, Sale, Possession, Distribution, Purchase or Being Under the Influence of an Illegal Chemical Substance

An employee who possesses, uses, distributes, purchases sells or is confirmed by drug use tests to be under the influence of an illegal chemical substance while on duty, while on school property or as a result of drug use tests conducted as part of an annual physical examination will be subject to disciplinary action, including termination.

Applicants Under the Influence of an Illegal Chemical Substance

Any applicant who is confirmed by drug use test to be under the influence of an illegal chemical substance will not be hired.

SC-5

DISPOSAL OF SURPLUS PROPERTY

Obsolete, surplus, worn-out, or unusable school property shall be traded in or exchanged in the acquisition of other property whenever feasible. Otherwise, such property shall be sold at competitive bidding or at public auction, unless, some other disposition of real property or of personal property has been designated by the board. All such sales or other dispositions shall be recorded and reported to the board.

SC-6

FOOD SERVICES

Food services shall participate in the National School Lunch Program on a basis as nearly self-supporting as feasible, while maintaining charges per pupil at the most reasonable rates possible.

The Guthrie Public Schools Foods Service Department cooperates with the National School Lunch Program. Children from families whose income is at or below the levels set by law are eligible for free or reduced-price meals.

Application forms are available at the principal's office in each school. The information provided on the application is confidential and will be used only for the purpose of determining eligibility. Applications may be submitted at any time during the year.

In certain cases foster children are also eligible for these benefits. If a family has foster children living with them and wishes to apply for such meals for them, they should contact the school.

In operation of child feeding programs, no child will be discriminated against because of race, sex, color, or national origin.

SC-7

MAINTENANCE AND OPERATION OF THE PLANT

The operation and maintenance of the school plant and physical facilities shall be carried out in an efficient and economical manner. The main goal shall be to keep facilities, buildings, and equipment attractive and in good repair.

Hazard Communication Standard

The school district shall be in compliance with OSHA hazard Communication Standard "Right-to-Know Laws", and regulations regarding the use and storage of chemicals in the workplaces and classrooms. (Occupational Safety and Health Act, 1985 (OSHA) Hazard Communications Law, 1986)

SC-8

INSURANCE

The school district shall carry the most economical adequate insurance available on buildings against loss from fire, wind, and other perils. The insurance program and its cost shall be continually studied by the administration and periodically reviewed by the board. Insurance programs shall include the following:

- A. The school district shall carry Worker's Compensation Insurance
- B. The school district shall make available the opportunity to participate in a group health insurance policy.
- C. The school district shall furnish a limited loss of time insurance policy.
- D. Student accident insurance may be made available to all students.
- E. As a political subdivision of the state of Oklahoma, the district shall be liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment of duties subject to the limitations specified in State Law. The school district shall carry liability insurance on all employees. Employees involved in on-the-job activities, which could result in legal proceedings, should inform their supervisor as soon as possible. It should be noted that this liability insurance is not valid in cases of criminal negligence.

SC-9

HAZARDOUS MATERIALS COMMUNICATION

Guthrie Public Schools will comply with federal, state and local regulations pertaining to the use and storage of hazardous materials within the school district, including the workers' right-to-know. In an effort to maintain such regulations, Guthrie Public Schools will utilize the following procedures:

- A. Maintain and make available to its employees such chemical hazard information as required
- B. Maintain and make available to its employees such accident and safety reports as required
- C. Report any health or safety information pertaining to hazardous materials as required to the appropriate governing agency upon request
- D. Work with the local fire authority to identify hazards and placard as required
- E. Maintain proper labeling and storage of containers of hazardous materials
- F. Provide all necessary personal protective equipment for employee safety when dealing with hazardous materials
- G. Conduct such training as needed to familiarize each employee with hazards of that employee's position
- H. Provide such training at least annually and as needed for specific situations

**NOTICE
ASBESTOS MANAGEMENT PLAN**

A copy of the Asbestos Management Plan for Guthrie Public Schools may be viewed in each site Principal's office. A master copy is available for public inspection at the Guthrie Public Schools' Maintenance Department located at 200 Crooks Drive, Building #4.

**SC-10
SMOKE FREE ENVIRONMENT**

Smoking, chewing or any other use of tobacco by staff, students, and members of the public is prohibited on, in or upon any school property. It is the intent of this policy to prohibit tobacco use of any kind by anyone on school property 24 hours per day, seven days per week, 365 days per year. This policy applies to all school sponsored events held on or off campus even during non-school hours and days. This policy applies to all public school functions and any outside agency using the District's facilities, including stadium, and sports complex.

**SC-11
MAINTENANCE**

Guthrie Public School District I-1 employs a maintenance staff that functions under the Director of Maintenance. Minor equipment and facility repairs are the chief duties of the maintenance staff. All repair and/or work requests shall be submitted on a work order form signed by the building administrator to the Office of the Director of Maintenance. In case of an emergency, report the event by telephone to the Office of the Director of Maintenance. For emergencies, a work order will be completed at the director's office. All work orders will be forwarded to the appropriate maintenance person. No private repair firms should be called without the approval of the director of maintenance.

Major facility alterations and additions are generally scheduled for summer or during extended non-school periods.

**SC-12
USE OF SCHOOL VEHICLE**

Only district vehicles, which are currently under warranty, will be allowed to be taken on out-of-state trips. The Vo-Ag truck and the newer buses are the only district vehicles that would be allowed to take out-of-state trips under such a policy.

SC-13

COORDINATION OF TRANSPORTATION SERVICES

Information regarding bus routes, bus schedules, and bus assignments or any changes will be prepared in writing by the Transportation Office, and copies will be provided to principals of all schools. The Transportation Director must approve schedules and changes. In the event a bus or buses may be late arriving at a school, the Transportation Office will notify the school affected. The Principal should report unusual delays at a school to the Transportation Office. Principals should notify the Transportation Office if a bus continually arrives at school too early or too late or if potential transportation difficulties are detected at a campus as the result of driver action.

SC-14

ACCIDENTS AND ACCIDENT REPORTING

The following steps should be taken for all accidents:

- A. The bus driver should stop and render aid. The Transportation Office should be called or contacted via the radio immediately. The dispatcher will notify the police.
- B. The bus should not be moved unless the driver is instructed to do so by the police or the Transportation Director.
- C. The bus driver should inquire about personal injury. No student should be let off the bus unless there is a threat of fire. If there are injuries, the driver should make a list of those injured and submit the list along with an Accident Report to the Transportation Office. The Transportation Office should notify the principal of the school where those students attend.
- D. The driver should exchange complete information with the other driver involved.

SC-15

OUT-OF-STATE TRAVEL

Oklahoma school buses may not be used for transporting students out-of-state without permission from the State Department of Education. Principals needing this transportation should make a written request, listing reason(s) for this request, to the Administrative Assistant in charge of pupil transportation for the Guthrie Public Schools. This request must be made at least three (3) weeks prior to the activity. The Administrative Assistant, after reviewing the request, may ask that the State Department approve the use of school buses for the activity.

SC-16

BUS DRIVERS

All drivers for the school system must be at least 18 years of age, have a current Chauffeur or Commercial Chauffeur's license, and must be certified by the State Department of Education. Drivers are required to carry their certification card with them when they are driving a bus. New drivers hired after the initial School for Certification is given shall make arrangements to attend a school as soon as one is given in the area. Failure to do so will result in termination. All drivers are required to maintain an acceptable driving record of no more than two (2) moving traffic violations in the last three (3) years, provided no more than one (1) violation occurred in the last two (2) years. Each year a driver must secure and have on file a Motor Vehicle Report in the Transportation Office. A driver can have no DUI or drug-related traffic violations or reckless or careless driving offenses on a Motor Vehicle Report and drive a school bus for the Guthrie Public Schools.

SC-17

COMMERCIAL DRIVER'S LICENSE REIMBURSEMENT

The Guthrie School District will reimburse an employee for his/her initial cost to acquire a Commercial Driver's License (CDL), provided the employee uses a school vehicle in his/her employment. This reimbursement will occur after the third month of employment, upon receipt of the appropriate form submitted by the employee. An employee who has been reimbursed for the cost of the CDL by the district will have that amount charged against his/her last paycheck with the district, if he/she leaves the district before the end of the school year.

**SC-18
FAIR LABOR STANDARDS ACT**

REVISED 10-11-2004

**GUTHRIE SCHOOL DISTRICT POLICY FOR CLASSIFICATION OF EMPLOYEES
AND RIGHTS AND RESPONSIBILITIES INVOLVING NONEXEMPT EMPLOYEES**

It is the policy of Guthrie School District to ensure compliance with the Fair Labor Standards Act (FLSA) provisions concerning the payment of overtime at the established rate to eligible employees. Consistent with that obligation this policy discusses the proper classification of employees as exempt or nonexempt employees and also addresses the rights and responsibilities of the District and nonexempt employees in areas related to the authorization necessary for overtime work, and related recordkeeping requirements. The purpose of the policy is to ensure that the District correctly identifies those individuals entitled to overtime and ensures that nonexempt employees required to work overtime as a condition of their employment receive either monetary compensation or compensatory time for approved overtime. The District's construction and interpretation of this policy shall be consistent with FLSA's mandatory provisions.

District's Overtime Obligations

The FLSA does not limit the number of hours that an employee may work, either daily or weekly. It requires that overtime compensation be paid or time accrued at a rate of not less than one and one-half times the nonexempt employee's regular rate of pay for each hour worked in a workweek in excess of the maximum hours applicable to the type of employment in which the employee is engaged. For school district employees this means overtime for hours in excess of 40 per week for non-exempt employees.

While overtime must be calculated on a workweek basis, there is no requirement in the FLSA that the overtime compensation be paid weekly. As a general rule, overtime earned in a particular workweek should be paid where possible on the regular payday for the period in which such workweek ends. When the correct amount of overtime compensation cannot be determined until later, the district will pay it as soon after the regular pay period as practicable. Payment shall not be delayed beyond the next payday. In those cases where an employee elects or District enforces compensatory time, the use of accrued time is controlled by the District's Compensatory Time for Overtime Policy.

I. Employee Classification for Purposes of FLSA

It is the District's intent to adhere to the requirements of FLSA with regard to the classification of employees and with respect to the payment of overtime wages to eligible employees.

II. Non-Covered Employees

FLSA provides that certain employees are not covered by the Act. Non-covered employees include volunteers, independent contractors, legal advisors, and certain trainees. Non-covered employees are basically treated the same as exempt employees, for purposes of FLSA.

III. Exempt Employees

In accordance with the FLSA, exempt employees do not receive overtime. Exempt employees include executive, administrative, and/or professional personnel.

The District employs a variety of employees. The determination of an employee's proper classification requires evaluation of specific duties, authority and compensation; however, the following provides guidance regarding how employees are generally classified for purposes of overtime compensation.

IV. Nonexempt Employees

Nonexempt employees are entitled to overtime for all hours worked in excess of 40 in a workweek. Overtime compensation is paid at a rate of not less than one and one-half times the nonexempt employee's regular rate of pay for each hour worked in a workweek in excess of 40 hours per week.

V. Examples of Employee Classifications

Nonexempt employees include:

- Bus drivers
- Cafeteria workers
- Dietitians
- Custodial workers
- Day-care workers
- Keypunch operators for school records
- Hall or lunchroom monitors
- Secretarial or clerical support
- Security personnel
- Maintenance workers

Exempt executives include:

- Superintendent
- Assistant Superintendents
- Principals and Assistant Principals
- Directors of Computer Programming

Exempt professionals include:

- Guidance counselors
- Certified public accountants in budget office
- Non-RN school nurse
- School attorneys
- School psychologists
- School registered nurse
- School librarian
- Teachers

Noncovered positions include:

- Appointed members of the board of education
- Elected member of the board of education
- Homeroom mothers/fathers and other volunteers

VI. Authorization Required for Overtime

Employees are not permitted to work overtime without the prior written authorization of the employee's supervisor or the superintendent. An employee who works overtime, without authorization, will be subject to discipline up to and including the possibility of termination. If for any reason the employee is unable to obtain approval of overtime prior to working overtime, he/she is required to immediately bring overtime work to the attention of his/her supervisor.

Supervisors are required to strictly enforce the district's prohibition of unauthorized overtime. To this end, a supervisor must not allow an employee to work overtime if the supervisor knows or reasonably suspects that the employee is working in excess of hours authorized. **A supervisor who fails to take reasonable action to enforce the district's policy will be subject to discipline up to and including possible termination of employment.**

VII. Use of Time Clocks or Other Time Records

Employees will be assigned a method for keeping track of work hours. Each employee is responsible for the complete and accurate reporting of his/her time and must verify that the time reported is truthful to the best of the employee's knowledge and experience.

Employees assigned a time clock must not clock in more than seven (7) minutes prior to the beginning of the employee's work schedule, or more than seven (7) minutes after the end of the schedule. An employee who does not have prior written permission and who is found to have clocked in more than seven (7) minutes before his/her schedule, or clocked out more than seven (7) minutes after his/her schedule, will be in violation of the provisions of this policy. Time accumulated on the time clock before or following the employee's scheduled work hours will not be considered as time worked. An employee who has questions regarding whether the employee should be on the time clock, should immediately contact a supervisor for clarification.

An employee utilizing an alternate method of time keeping is, likewise, required to ensure that the times listed by the employee are complete and accurate and recorded to the best of the employee's knowledge and experience and is subject to the same requirements and penalties as an employee utilizing a time clock.

An employee who identifies an erroneous entry on his or her time card or record should immediately bring the error or mistaken entry to the attention of his/her supervisor and both should insert and initial the correct entry or information on the time record.

Employees who clock in more than eight (8) minutes late will be docked ¼ hour. Employees who are eight (8) minutes early will be paid overtime only if the early report to work is approved by the employee's supervisor.

Voluntary overtime is strictly prohibited because it creates monetary liability for the district, even though that result is unintended.

VIII. Notice of Policy to Employees

Each employee will be furnished with a copy of the District's FLSA policy and required to sign an acknowledgement confirming that the employee received the policy and that he/she understands the rights and responsibilities that it includes.

Questions concerning any part of the policy should be directed to the employee's supervisor or the superintendent.

If at any time an employee believes that he/she is incorrectly classified for purposes of FLSA or is entitled to additional compensation under federal or state law, he/she should promptly notify the superintendent in writing, setting out the basis for the employee's complaint of misclassification or incorrect compensation.

**GUTHRIE SCHOOL DISTRICT
POLICY REGARDING MULTIPLE EMPLOYMENT ASSIGNMENTS**

The School District may have opportunities for its employees to assume more than one type of employment position. The District will closely monitor the assignment of more than one position to any employee to ensure that the assignment does not result in the employee working more hours than is advisable or hours which will create overtime or unacceptable overtime liability for the School District.

Accordingly, the District will closely monitor all multiple assignments made to employees to determine whether the positions assigned are exempt from overtime or will require the payment of overtime. Employees must strictly adhere to instructions regarding the hours of work authorized.

I. Exemption from Overtime

Exemptions from the overtime provisions of the FLSA are provided under federal regulations. School administrators are exempt as administrative employees and teachers are exempt from overtime under the professional exemption. Other employees may be exempt based on the duties performed and whether they meet the tests approved by FLSA for executive, administrative or professional positions.

II. Multiple Position Employment Prohibition of Exempt Employees

Teachers and administrative employees of the board who are exempt from overtime provisions of the Act under regulations promulgated by the Wage and Hour Division of the United States Department of Labor may not be employed in multiple positions with the board if such employment would jeopardize the exempt status of the employee's teaching or administrative position.

III. Employment Contract Supplements

Pursuant to employment contracts approved by the board, teachers and other *exempt* personnel may earn a salary supplement for performing assigned duties, such as coaching athletic teams, serving as cheerleading sponsors, and other extra responsibilities incidental to their position as teachers or school administrators.

IV. Multiple Position Employment of Non-Exempt Employees

Non-exempt employees of the District and board may be employed in multiple positions only if the time to be worked by the employee in those positions will not normally exceed forty hours during the employee's workweek. Additional position assignments to employees in this category will be subject to the following conditions:

1. *Authorized* overtime will be paid to non-exempt employees who work more than forty hours in a workweek, whether the work is performed in one or more than one job.
2. Supervisors may only permit overtime under unusual or extraordinary circumstances and overtime must be approved in advance, in writing, before overtime hours are worked.
3. An employee working overtime, which is not properly authorized, in advance in writing by the employee's supervisor, is considered to be in violation of this policy and the violation may result in disciplinary action, up to and including possible termination.

V. Overtime Rates of Pay

Non-exempt employees working more than one position, in which the rate of pay is different for each position, must agree in writing, in advance of performance of the work and as part of the overtime authorization, as to the rate of pay. At the time any overtime hours are approved, the employee's supervisor will determine for which job and rate the overtime hours are to be worked. If overtime hours are properly authorized and worked, they will be paid at the rate established for the work being performed during the overtime hours.

VI. Benefit Entitlements According to Primary Position

Employees who work in more than one position for the District will be entitled to benefits in only the primary position unless otherwise provided by law. The primary position is defined as the position in which the person was initially employed by the District and will generally be the position which is regularly assigned the most hours of work.

GUTHRIE SCHOOL DISTRICT COMPENSATORY TIME FOR OVERTIME POLICY

The Fair Labor Standards Act (FLSA) extends flexibility to school districts in adopting arrangements that provide compensatory time off in lieu of monetary overtime compensation. Accordingly, Guthrie School District will provide, within reasonable limits, compensatory time off. The calculation used to determine the amount of compensatory time available to a nonexempt employee is one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time received by an eligible employee extinguishes the employee's entitlement to monetary overtime compensation. Compensatory time off is subject to all of the conditions provided in this policy and the District's other policies concerning FLSA. The District's administration shall, at all times, retain the authority to make the decision to permit an employee to accumulate and use compensatory time or to pay the employee for overtime worked; however, the standard of time and one-half for overtime hours worked shall apply in either instance. The District's policy and applicable procedures concerning compensatory time are more fully detailed below.

I. Prior Approval of Overtime Required

Overtime will not be allowed to any non-exempt employee unless prior approval has been given, in writing, by the employee's supervisor or his/her designee. Non-exempt employees working in excess of forty (40) hours per workweek without prior written approval may be subject to appropriate disciplinary action, up to and including possible termination.

II. Calculation of Compensatory Time

If a non-exempt employee is properly assigned to work more than forty (40) hours in a workweek, the District may provide compensatory time ("comp time") off in lieu of monetary overtime compensation at a rate of not less than one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. It shall be the responsibility of the employee and the employee's supervisor to maintain accurate records of all comp time accrued. All overtime recorded to be accrued as comp time must be initialed by the employee and the immediate supervisor or his/her designee by the end of the week following the week in which the overtime is worked.

III. Scheduling Use of Compensatory Time

Any non-exempt employee who has accrued comp time and who requests the use of the comp time shall be permitted to use the comp time within a reasonable period, after making the request, as long as the use of the comp time does not unduly disrupt the operation of the District. Supervisors are encouraged to limit the accumulation of comp time to eight (8) hours per pay period, but special circumstances may justify a greater accumulation. All requests to use comp time must be in writing. If the request is denied, then the employee and supervisor are to arrange an alternate date for the comp time to be used. If no agreement can be reached, then a meeting will be conducted with the superintendent of schools or superintendent's designee to schedule a date for the comp time to be taken. The School District requires that comp time earned during one pay period must be used during that period or during the next pay period.

IV. Maximum Accrual of Time

Employees may accrue up to 120 hours of comp time. (Because comp time is accumulated at time and one-half, this is 80 hours of actual overtime work.) Employees who work in a public safety activity, emergency response activity or seasonal activity may accumulate up to 240 hours of comp time.

V. When Hours are Not Considered Work Hours

Time periods in excess of twenty (20) minutes during which the employee is not actually performing job duties will not be included as "hours worked" if the time can effectively be used for the employee's own purpose.

VI. Volunteer Work

Non-exempt employees are not allowed to do “volunteer” work for the District. Although the District appreciates the occasional willingness of nonexempt personnel to volunteer their time, FLSA regulations create an unacceptable risk of overtime liability when nonexempt personnel volunteer to perform services for the school district or volunteer to work longer hours without compensation. An exception to the volunteer prohibition is an employee of the School District, who is a parent, grandparent, or guardian who volunteers in connection with school activities involving the individual’s child or grandchild and the activity is one for which parents or others customarily volunteer. In addition, the volunteer’s activities or services must be unrelated to the employee’s compensated duties with the school.

VII. Payment for Comp Time Upon End of Employment

Any non-exempt employee whose employment with the District terminates and who has accrued but not used comp time shall be paid at his/her regular hourly or salary rate in effect at the time the employee receives the payment. The District reserves the right, at any time, to substitute a cash payment, in whole or in part, for comp time.

VIII. Notice of Policy to Nonexempt Employees

A copy of this policy will be provided all of the district’s nonexempt employees along with a compensatory time agreement which employees will sign and which the employee’s supervisor will sign. The agreement, unless withdrawn by the district, will remain in effect while the employee works for the District. This compensatory time off policy shall be considered as a condition of employment for all non-exempt employees of the District.

**GUTHRIE SCHOOL DISTRICT
COMPENSATORY TIME OFF AGREEMENT**

In accordance with the Fair Labor Standards Act, the Guthrie School District has a policy of granting employees compensatory time off in lieu of compensation for hours worked in excess of 40 hours a week, or, in the District's discretion, providing the employee monetary overtime compensation. A copy of this policy has been provided to me. I understand that the compensatory time will be granted at time and one-half for all hours worked in excess of 40 hours per week. I further understand that the compensatory time may be limited, preserved, used or cashed out consistent with the provisions of that policy and applicable law and regulations of the U.S. Department of Labor.

I knowingly agree to this provision of time off as compensation for overtime work as a condition of my employment and consent to the use of compensatory time in accordance with the District's policy. I further understand that in the event any portion of the policy is interpreted to conflict with the FLSA or its regulations, that the conflicting portion shall be struck and the remainder of the policy shall continue in full force and effect.

Employee Signature

Date

Supervisor Signature

Date

GUTHRIE PUBLIC SCHOOLS
 PERFORMANCE EVALUATION FOR SUPPORT EMPLOYEES

Employee _____ Social Security Number _____

Building/Department _____ Job Title _____

Annual Evaluation _____ 90 Day Evaluation _____ Special Evaluation _____

The Support Personnel Performance Evaluation Program is designed to improve the quality of work in all areas of the support staff by improving the individual on-the-job performance of each employee. It is a cooperative effort between the supervisor and the employee to identify strengths and weaknesses and to prescribe steps for improvement whenever necessary.

CIRCLE THE PROPER RATING FOR EACH PERFORMANCE CRITERION OBSERVED.

Definition of Evaluation Code

- PC- Professionally Competent: Performance is satisfactory
- NI- Needs Improvement: Performance is not as effective as desired
- U - Unsatisfactory: Performance is unacceptable
- NA- Not applicable for this employee

PERFORMANCE EVALUATION FACTORS

<i>PERSONAL CHARACTERISTICS</i>	PERFORMANCE ASSESSMENT		
	PC	NI	U
Maintains acceptable attendance record, excluding earned vacation and other leave benefits to which employee is entitled.	PC	NI	U
Arrives on time and maintains reasonably uniform signing or clocking in on time.	PC	NI	U
Maintains a positive outlook, which enhances employee's morale.	PC	NI	U
Uses tact in dealing with the public as well as with other employees.	PC	NI	U
Accepts constructive criticism and suggestions for improvement without resentment.	PC	NI	U
Demonstrates genuine interest in and satisfaction with job assignment.	PC	NI	U
Observes employee dress code, is neat and well groomed in keeping with job assignment	PC	NI	U

PERFORMANCE EVALUATION FACTORS

PERFORMANCE ASSESSMENT

WORK PERFORMANCE

	PC	NI	U
Understands all phases of the job	PC	NI	U
Seeks assistance and/or clarification as needed without hesitation	PC	NI	U
Produces neat, accurate work product which meets acceptable Standards	PC	NI	U
Plans and organizes work in acceptable manner for maximum Efficiency	PC	NI	U
Works well independently without inordinate amount of direct supervision required	PC	NI	U

PROFESSIONAL DEVELOPMENT

	PC	NI	U	NA
Strives to improve in skills required for present job assignment	PC	NI	U	NA
Makes decisions and forms opinions based on sound judgment	PC	NI	U	NA
Uses authority objectively and wisely without favoritism	PC	NI	U	NA
Indicates desire to advance in responsibility and reveals leadership Potential	PC	NI	U	NA

IF NEEDS IMPROVEMENT or UNSATISFACTORY is checked for any area, a PLAN FOR IMPROVEMENT should be developed with the employee, identifying specific steps to be taken to improve performance to a level of competency. THE PLAN FOR IMPROVEMENT should include setting of a specific date at which time a Special Evaluation will be conducted to check progress or completion of the plan. A PLAN FOR IMPROVEMENT should be developed for each area needing improvement. Both the employee and the supervisor should sign the plan at its inception and should initial and date the plan at the time of the special evaluation to check progress.

Supervisor's Comments: _____

Signatures affixed here do not indicate necessarily concurrence with the evaluation, but that the employee and the supervisor have discussed the contents and recommendations.

Employee's Comments: _____

EMPLOYEE'S SIGNATURE _____ DATE _____

SUPERVISOR'S SIGNATURE _____ DATE _____

Building Site

Guthrie Public Schools
Property Committee Meeting
August 7, 2023 5:00 p.m.

Attending Members: Dr. Mike Simpson, Carmen Walters, John Hancock, Dr. Michelle Chapple, Cody Thompson, Ron Plagg, Janna Pierson, Travis Sallee, and Linda Skinner.

Cody Thompson spoke on the following items:

Expenditure Reports:

- Summarized July expenses for Maintenance and Transportation
- Comparison of 2023/24 expenditures to 2022/23

Current Projects:

- Completed 107 Maintenance work orders, 12 Transportation work orders and handled 26 Activity trips work orders for the month.
- Completed concrete work at the H.S., Jr. High, Central, and Faver
- Finished installing new Smart TV's in Central classrooms
- Chiller repairs at GUES has begun. Chiller will be down for 5-7 days. They will be replacing the heat exchanger, 3 compressors, condenser fan motor and other components on the chiller. The total process will take 2-3 weeks and are scheduled to have half of the chiller back up by Aug. 11th and the other half before school begins. We have checked on a rental chiller if we need to for the beginning of school.
- Elevator and all fire safety inspections have been completed for the year
- Summer cleaning is approximately 95% complete
- Mandatory State bus inspections have been completed on all 41 buses
- Transportation registration is underway with 714 students so far
- Completed the replacement of students' desks in 7 classrooms at Central
- Oklahoma Corp. Commission has requested a 3rd inspection of our diesel fuel pumps and are confident we will pass.

Summer Projects:

- Completed carpet replacement in both the main and north offices at the HS and 2 offices at the Administration building. Activity Funds office still needs to be done
- Upgrade HVAC units & electrical in the Press Box at Jelsma Stadium will be completed for football season
- Getting 3rd inspection on diesel pump
- Getting quotes to replace stage curtains at Fogarty
- Sand down and paint the stage floor at Fogarty is in progress
- Getting quotes to move the sound and projector to the back of the Auditorium at Fogarty
- Concrete work at the HS, JH, Central, and Faver is complete
- State School Bus inspections on all 41 buses are complete
- Annual inspections on Elevator/Lifts, Fire Alarms, FE, Sprinklers, and kitchen hoods are complete
- Floor painting projects at Central and Fogarty are completed.
- Summer Custodial deep cleaning at each school site is complete
- Remove classroom furniture of 7 rooms at Central and replace with new student desks has been completed.

- Removal of the center section of the Charter Oak computer room to make it usable as a classroom has been done
- Change filters and clean coils on all District HVAC units is in progress
- Painting projects at the HS, Faver, and Central has been completed
- Install plumbing and electrical service in HS annex storage room for washing machines for the band uniforms will be complete before school begins

District Property Projects:

Bond Project – New Cotteral Elementary – **Crossland’s Construction is working with Stacy Group and the district in getting all of the plans, drawings, and financial numbers ready for the start of this project. ONG is currently moving their gas lines which will be complete before school begins**

Bond Project – ESSER/ARPA Funds

- | | |
|----|---|
| JH | Tuckpointing to the exterior of the main building – Completed
Outside window installation – Lambert Construction is working on punch list issues |
| HS | Restroom Renovations – Gym foyer restrooms – Completed
Gym foyer project – Completed
North Restrooms – Completed
Center hall restrooms Completed
East Restrooms by kitchen/café renovation – Under construction
South wing restrooms – Under construction
Main Administration restrooms – Under construction |
| JH | HVAC Classroom projects – Installation of the new classroom units is complete and working on the insulation work on the pipes and controls. This fall they will complete the heating side of the piping in the boiler room to tie into the 4-pipe system |

Dr. Simpson and Mr. Thompson discussed the progress being made at Cotteral by ONG and the water line that was discovered that the City of Guthrie was not aware of. They also discussed their findings of 213 E. Vilas after their on-site visit.

Dr. Simpson shared the results of our Accreditation as we had only one minor deficiency. There was also discussion of the new housing additions which will be adding 900+ homes in the near future and what that will mean for the District.

Guthrie Public Schools
Finance Committee Meeting

August 8, 2023

In attendance: Mr. Chris Schroder, Ms. Gail Davis, Mr. Matt Girard, Dr. Mike Simpson, Ms. Carmen Walters, Dr. Michelle Chapple, Mr. John Hancock, Ms. Angie Young, Mr. Dee Benson, Ms. Tamie Jones

Dr. Chapple opened the meeting by welcoming everyone in attendance, and then presented the following:

Revenues and Expenditure as of July 31, 2023

Information was presented

Approval of Arvest Bank Purchase & Fuel Card Program

Information was presented

Ms. Walters presented the following:

Approval of Renewal Agreement with Waterford Reading Academy for Pre-K thru 2nd grade licenses for 2023-2023

Information was presented

Mr. Hancock presented the following:

Approval of Career Technology Education Career Program for 2023-2023

Information was presented

Ms. Young presented the following:

Approval of Agreement with OK Therapy Consultants, Inc. for Occupational Therapy 2023-2024

Information was presented

Approval of NWEA Screening and Training for MAP Growth Progress Monitoring for 2023-2024

Information was presented

Approval of Max Teaching, Inc. for Professional Development for High School Teachers

Information was presented

Mr. Benson presented the following:

Approval of Agreement with PowerSchool to Sync District Operations

Information was presented

Dr. Simpson presented the following:

Discussion – District Accreditation

Information was discussed

Discussion – Property at 213 E Vilas

Information was discussed

Discussion – Cotteral Utility Line

Information was discussed

Discussion – Crossland Contract

Information was discussed

Discussion – John Vance Donation

Information was discussed

Discussion – Community/District Growth

Information was discussed

Curriculum Committee Meeting Minutes
August 8, 2023
5:00 PM
GPS Administration Board Room

In Attendance:

Dr. Mike Simpson, Carmen Walters, John Hancock, Angie Young, Gail Davis, Janna Pierson (sitting in for Tina Smedley), Gina Wright

Agenda Items Discussed:

Ms. Walters

Ms. Walters discussed the Waterford Reading Academy Agreement Renewal. This will be year three for our partnership. Waterford Reading Academy is a software program for students enrolled in Pre-K through 2nd grade. The program includes single student licenses for reading, math, science and individual teacher licenses. The cost for the 2023-2024 Waterford Reading Academy is \$177,920.00 which is not an increase from the previous year. It will remain the same cost and will be paid for from ESSER III American Rescue Plan funds. The program meets the ESSER III (ARP) required 20% set aside of these funds specifically for learning loss.

Mr. Hancock

Mr. Hancock discussed the Days to Hours. Guthrie Public Schools has an adopted calendar of 180 days for the 2023-2024 school year. He would like to recommend that Guthrie Public Schools convert to the 1152 hours (days to hours) to be used should unforeseen events cause cancellation of classes as indicated on the adopted calendar. The 1152 hours is above the 1080 requirement.

Mr. Hancock also gave staffing updates. The positions that are currently open include a High School Algebra II teacher, Paraprofessional positions, Custodians, Route Drivers and Cafeteria workers.

Ms. Young

Ms. Young discussed the Collaborative Agreement between Guthrie Public Schools and University of Oklahoma National Center for Disability Education and Training (NCDET). This agreement allows Pre-Employment Transition Services (Pre-ETS) training to be conducted with students with disabilities during the 2023-2024 school year.

Ms. Young presented the Special Services Agreement with United Community Action Head Start that is for eligible students ages 3-5. Through this agreement, Head Start personnel will participate in the referral, assessment, eligibility and IEP development of eligible students. The agreement does not place any additional financial expenses on Guthrie Public Schools.

Ms. Young then talked about the Clinical Affiliation Agreement with Oklahoma City Community College (OCCC). This agreement is to provide clinical experience opportunities for college students, specifically those in the Speech Language Pathology Assistant Program (SLPA). The student SLPA will be under the supervision of a Guthrie Public Schools Speech Language Pathologist.

Dr. Simpson

Dr. Simpson shared with the committee district updates.