

## **AGENDA FOR BOARD OF EDUCATION SPECIAL VIRTUAL MEETING**

Bartlesville Public Schools

Education Service Center - Board of Education Meeting Room, 1100 South Jennings Ave, Bartlesville, OK 74003

Monday, May 18, 2020 at 5:30 PM

### I. Call Meeting to Order

The Board can discuss, make motions, and vote on any matter appearing on the agenda. Such motions and votes may be to adopt, reject, table, reaffirm, rescind, or take no action on any agenda item.

### II. Public Comment

The Board of Education invites public comment at this point in the regular meeting **ONLY** for items on tonight's agenda. Please sign up on the form provided prior to the meeting. Please Keep Comments to Five Minutes. Board members and administrative staff will not respond to questions from the public at the Board meeting. The Board will not be able to vote on matters brought forward by the public during participation time if such matters are not specific agenda items (Board Policy BDC).

- Bartlesville Education Association Representative
- Bartlesville Education Classified Personnel Organization Representative

### III. Superintendent's Report

A. Project Lead The Way Distinguished District

B. End of 2019-20 School Year Update

C. Construction Update

D. Financial Report

E. Upcoming Board of Education Meetings (all virtual)

- Special Virtual Meeting - Monday, June 15, 2020; 5:30 p.m.
- Special Virtual Meeting - Thursday, June 25, 2020; 12:00 p.m.

IV. Discuss and vote to approve a General Fund budget amendment (Form 307) for \$1,043,369.13 representing Federal CARES Act funds

### V. Consent Agenda

All the following items which concern reports and 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 items. The Consent Agenda consists of the discussion, consideration, and vote on items A through M.

- A. Approval of Minutes as set out on Attachment "A"
- April 20, 2020 (Regular Meeting)
  - B. Approval of Purchase Orders and Change Orders to date as set out on Attachment "B"
  - C. Acceptance of Financial Reports for April 2020 as set out on Attachment "C"
  - D. Approval of Personnel - Appointments, Resignations, Changes of Status - as set out on Attachment "D"
  - E. Acceptance of Donations as set out on Attachment "E"
  - F. Acceptance of Treasurer's Report as set out on Attachments "F"
  - G. Acceptance of Activity Fund Report as set out on Attachment "G"
  - H. Approval of Lease Purchase Items as set out on Attachment "H"
  - I. Approval of Sodexo Child Nutrition Renewal Amendment for SY2020-2021 as set out on Attachment "I"
  - J. Approval of the Energy Management Agreement with Cenergistic for the 2020-2021 FY as set out on Attachment "J"
  - K. Approval of Application for Temporary Appropriations for the 2020-21 FY as set out on Attachment "K"
  - L. Approval of the Resolution for Schools and Libraries Universal Services (E-Rate) for 2020-2021 FY as set out on Attachment "L"

This resolution authorizes filing of the Form 471 application(s) for funding year 2020-21 and the payment of the applicant's share upon approval of funding and receipt of services.

- M. Approval of the Bruin Academy Deregulation Application as set out on Attachment "M"

## VI. Action Topics

- A. Receive bids for the purchase of \$2,660,000 combined purpose general obligation bonds, Series 2020A of the district and vote to award said bonds

to the lowest bidder complying with the notice of sale and instructions to bidders or to reject all bids

- B. Recommendation, consideration, and vote to approve a resolution providing for the issuance of combined purpose general obligation bonds, series 2020A in the sum of \$2,660,000 by Independent School District Number 30 of Washington County, Oklahoma, authorized at elections duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same and fixing other details of the issue; approving the forms of a continuing disclosure agreement and an official statement; establishing the district's reasonable expectation with respect to issuance of tax-exempt obligations for calendar year 2020 and designating the bonds as qualified tax-exempt obligations; and authorizing executions and actions necessary for the issuance and delivery of the bonds
- C. Receive bids for the purchase of \$550,000 combined purpose general obligation bonds, taxable series 2020B of the district and vote to award said bonds to the lowest bidder complying with the notice of sale and instructions to bidders or to reject all bids
- D. Recommendation, consideration, and vote to approve a resolution providing for the issuance of combined purpose general obligation bonds, series 2020B in the sum of \$550,000 by Independent School District Number 30 of Washington County, Oklahoma, authorized at elections duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same and fixing other details of the issue; approving the forms of a continuing disclosure agreement and an official statement; and authorizing executions and actions necessary for the issuance and delivery of the bonds
- E. Discussion, consideration, and vote to approve a bid for cafeteria serving equipment at Madison Middle School and the correlating Purchase Order as set out on Attachment "E"
- F. Discussion, consideration, and vote to approve a bid for the pavement projects at Central Middle School and Ranch Heights Elementary and the correlating Purchase Order as set out on Attachment "F"

## VII. Public Comment

The Board of Education invites public comment at this point in the regular meeting for items NOT on tonight's agenda. Please sign up on the form provided prior to the meeting. Please Keep Comments to Five Minutes. Board members and administrative staff will not respond to questions from the public at the Board meeting. The Board will not be able to vote on matters brought forward by the

public during participation time if such matters are not specific agenda items (Board Policy BDC).

#### VIII. New Business

Under this item, the Board can consider and vote on any business that could not have been foreseen or known about at the time the agenda was posted.

#### IX. Adjournment

POSTED on the school district's website at [bps-ok.org/home/district/boardofeducation](https://bps-ok.org/home/district/boardofeducation) in compliance with the Oklahoma Open Meeting Act at 5:30 p.m., May 15, 2020, by Laci Harris, Minute Clerk of the Board.

## Bartlesville Public Schools received national recognition for its commitment to empowering students.



Only district in Oklahoma to earn recognition

**1 of 24 districts across the US**

All six elementary schools named Distinguished Schools. Only 14 other elementary schools in the state have received Distinguished School recognition for 2019-20.

Both middle schools were named Distinguished Schools for the third consecutive year. There are only seven other middle schools in the state which received that recognition for 2019-20.

BHS earned Distinguished School status for the second consecutive year. Two of the 11 high school programs in the state receiving Distinguished School recognition are in Bartlesville for 2019-2020.



# End of 2019-20 School Year Update

BARTLESVILLE PUBLIC SCHOOLS



# Class of 2020 Commencement

## Virtual Ceremony

- Friday, May 22, 8:00 p.m.

## Traditional Ceremony at Custer Stadium

- Friday, July 24, 8:00 p.m. (if safe to do so)
- Saturday, July 25, 8:00 p.m. - Weather delay #1
- Sunday, July 26, 8:00 p.m. - Weather delay #2

# Elementary Summer Programs



## 1. **Summer Boost Virtual Pilot**

June 1-23, Mondays-Thursdays, 9-noon for students; 8:30-12:30 for staff  
Chromebook & hotspots checkout on 5/28, 9-11 a.m. at BHS  
Parent/Guardian must be present to sign device agreement(s)

## 2. **Summer Jane Phillips Virtual Academy**

June 1-23 & July 6-16, Mondays-Thursdays, 9-noon for students; 8:30-12:30 for staff  
Chromebook & hotspots checkout on 5/26, 4-6 p.m. at Jane Phillips  
Parent/Guardian must be present to sign device agreement(s)

## 3. **Summer Reading Virtual Tutoring via Bartlesville Education Promise**

June 1 - June 23, times are flexible



# Secondary Summer Programs

## 1. 6-8 Summer School (Virtual)

June 1 - June 22 (M-F) 8 a.m. to noon

## 2. 9-12 Summer School (Virtual)

June 1 - June 22 (M-F) and June 29 - July 20 (M-F) 8 a.m. to noon

## 3. Middle School Transition Camps

Central: August 5th, 8:00 a.m. to 3:00 p.m.

Madison: July 27th - 31st, 8:00 a.m. to 12:30 p.m.

## 4. High School Fundamentals Camp

BHS Freshman Academy. *On hold for now.*

## 5. Bruin Camp

BHS Fine Arts Center - July 31. *On hold for now.*



# Extended School Year

*Extended School Year (ESY) for Special Education – Sherry Langham*

## **Elementary**

June 1 – 18 (M-Th), 8:30 to 11:30 a.m.

July 6- 23 (M-Th), 8:30 to 11:30 a.m.

## **Secondary**

June 1-18 (M-Th), 8:30 to 11:30 a.m.



# Child Nutrition

- Buses will deliver two meals to students on Thursday, May 21st due to buses not running on Friday, May 22nd.
- Grab and Go meal drive-throughs closed May 25-29
  - Re-open June 1-July 31 (except July 3) at Central Middle School and Hoover Elementary
- Meals will be delivered on bus routes through July 31
  - Except May 22, May 25, and July 3
- Bus route meal deliveries may be adjusted depending on student participation

# Technology



- Promethean ActivPanels & new teacher monitors installed at Ranch Heights, Wayside, and Wilson
- Chromebooks & hotspots for both elementary & secondary summer school programs with weekly swaps for malfunctioning/damaged/lost devices
- Preparing **109** additional carts & almost **3,000** Chromebooks to go from 6-8 shared Chromebook carts in each elementary school to a cart in every classroom
- Launch **new** websites and mobile app
- Link major textbook publishers and other services into **Clever** and PowerSchool for automatic rostering
- New services include DocuSign, PebbleGo, TumbleBookLibrary, WeVideo, Typing Club, and Follett eBooks for secondary ELA students



# Summer Activities

OSSAA is scheduled to release summer guidance on May 19.

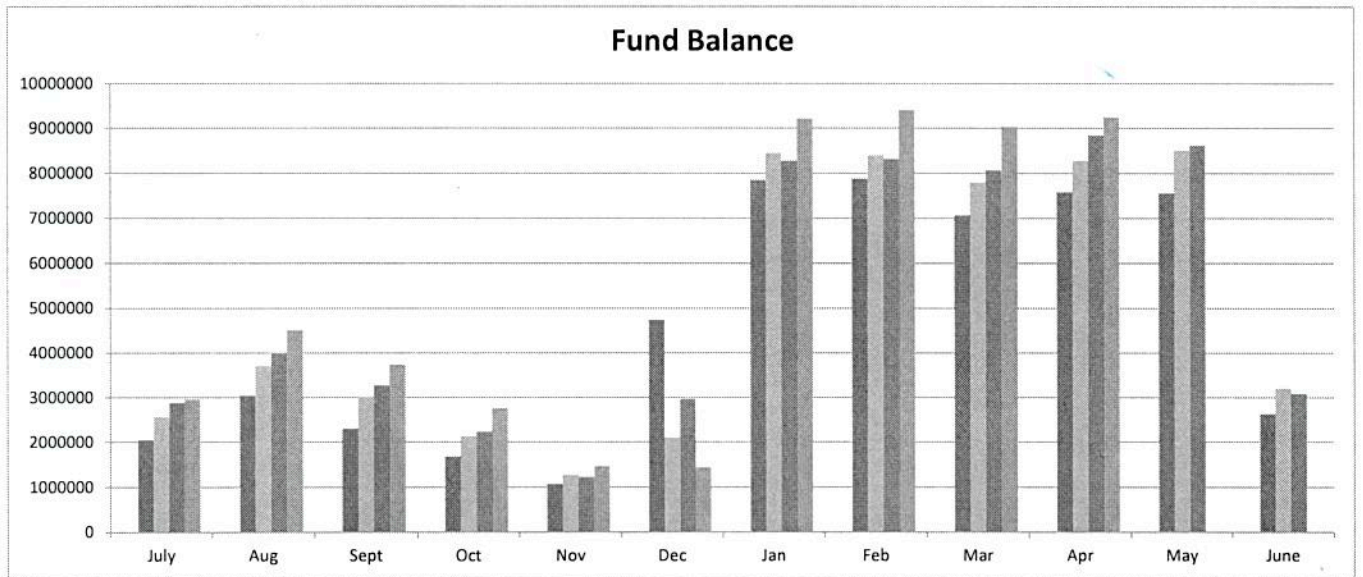


# Preparing for 2020-21

- Weekly State Superintendent Advisory Council
- Online professional development for teachers via MobileMind, Promethean, and technology integration specialists
- Normal start
  - Plan for students whose parents want to stay virtual
  - Plan for staff that need to stay virtual
  - Shifting to full-time distance learning as needed
- Scheduling options if we need to restrict numbers

**Bartlesville Public Schools  
General Fund Cash Flow/Fund Balance Analysis  
Fiscal Years 2017-2020**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 17	2,054,856	3,041,830	2,298,765	1,680,316	1,069,570	4,745,656	7,849,201	7,876,475	7,069,604	7,578,339	7,556,031	2,637,570
FY 18	2,570,540	3,706,115	3,014,720	2,132,477	1,268,916	2,101,192	8,450,085	8,406,116	7,796,416	8,278,289	8,504,375	3,204,230
FY 19	2,890,607	3,976,395	3,277,405	2,234,762	1,231,621	2,965,714	8,275,893	8,317,878	8,061,282	8,848,145	8,627,565	3,093,101
FY 20	2,958,937	4,501,529	3,739,634	2,767,640	1,461,034	1,436,214	9,216,612	9,408,239	9,028,227	9,249,665		
FY20-FY19	68,330	525,134	462,229	532,878	229,413	(1,529,500)	940,719	1,090,361	966,945	401,520		



**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**

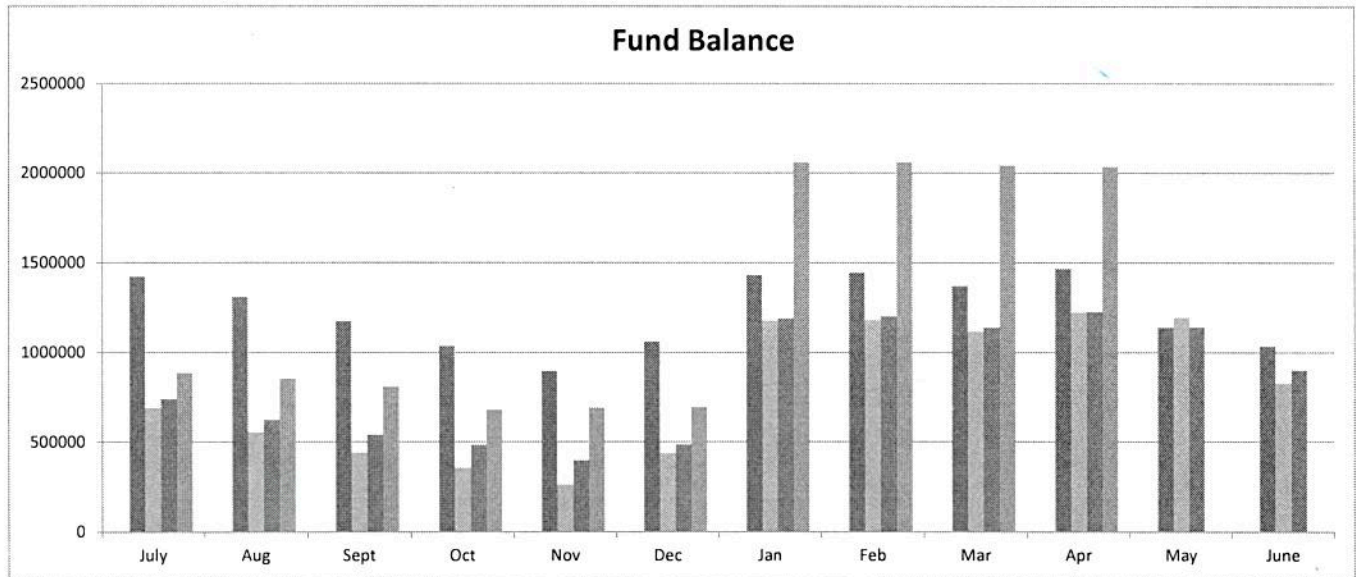
	April	2019-20 Year to Date Total	Prior Year Year to Date Total
Beginning balance	\$ 9,028,227	\$ 3,093,101	\$ 3,204,230
 <u>Revenue:</u>			
Local	965,375	10,844,611	10,614,613
County	130,357	1,232,163	1,153,516
State	2,446,074	22,471,943	21,230,822
Federal	325,506	2,789,518	2,436,766
Other sources	2,195	55,241	45,691
	<u>3,869,507</u>	<u>37,393,476</u>	<u>35,481,408</u>
 Total cash available	 12,897,734	 40,486,577	 38,685,638
 <u>Requirements:</u>			
Salaries	2,272,023	19,445,458	19,086,269
Benefits	788,326	6,729,476	6,434,122
Professional services	20,554	322,081	256,606
Property services	429,185	1,947,019	1,132,434
Other purchased services	4,315	734,915	816,348
Supplies & materials	128,129	1,574,039	1,717,759
Property	-	450,672	308,119
Other uses	5,537	33,252	85,836
	<u>3,648,069</u>	<u>31,236,912</u>	<u>29,837,493</u>
 Ending balance	 <u>9,249,665</u>	 <u>9,249,665</u>	 <u>8,848,145</u>

Bartlesville Public Schools  
General Fund Revenue Detail

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	2019-20 Total
1110 Ad valorem tax - current	22,772.13	63,058.11	18,062.24	18,541.04	7,035.33	627,182.31	7,692,292.52	596,883.38	162,345.83	857,575.89	-	-	9,959,052.06
1121-1122 Ad valorem tax - prior	9,016.82					3,274.92	10,594.81	21,270.19	9,377.95	69,986.86	-	-	230,218.27
1130 In lieu of tax								911.26	531.57	223.26	-	-	1,666.09
1190 Other taxes										655.38	-	-	655.38
1213-1214 Testing fees	1,188.76	603.75	216.88	376.88		841.25	1,557.88	645.63	437.50	15,027.00	-	-	5,868.53
1230-1290 Tuition	4,643.61	100.00				15,027.00					-	-	34,797.61
1310 Interest on investments	8,323.43	11,886.54	19,820.65	17,447.34	8,702.20	8,160.98	26,247.80	32,800.19	27,090.22	17,717.80	-	-	178,197.15
1352 Interest on unapport. Tax	750.74	542.66	653.86	543.19	563.09	420.42	595.11	2,300.28	1,771.02	898.62	-	-	9,038.99
1410 Rent	2,725.00	500.00	1,250.00	2,500.00	1,250.00						-	-	8,225.00
1460 Sale of equipment	485.76								3,794.01		-	-	485.76
1510													
1530 Damage recovery		80.00											80.00
1580 Activity trip reimb	2,036.86	1,790.39	288.00	3,986.60	1,804.63	9,119.44	1,420.02	3,485.42	467.38	180.50	-	-	24,579.24
1590 Miscellaneous reimb	270.00	911.13	212.62	90.00	7,343.79	2,991.76	289.72	143.89	298.91	2,609.97	-	-	15,161.79
1610 Donations	16,500.00	1,000.00	12,675.20	27,100.00	20,816.95	9,500.00	49,100.00	60,662.79	173,322.31	500.00	-	-	371,177.25
1680 Refunds	58.74										-	-	58.74
1690 Miscellaneous		30.00	85.00	45.00	20.00			1,075.00			-	-	1,255.00
2100 County-wide 4-mill	5,870.82	7,726.04	2,290.78	2,287.91	1,147.96	66,429.51	790,584.40	89,815.86	20,549.51	114,900.60	-	-	1,101,603.39
2200 Mortgage tax	9,942.50	14,214.97	11,732.17	13,341.41	18,211.72	11,698.84	14,710.20	12,524.75	8,726.78	15,456.66	-	-	130,560.00
3110 Gross production tax	847.47	3,737.27	4,205.89	3,922.98	3,739.57	3,888.63	3,465.30	4,060.40	3,594.09	3,595.93	-	-	35,057.53
3120 Motor vehicle tax	234,101.88	254,672.12	245,842.09	225,099.02	236,363.42	202,133.26	240,019.89	233,710.47	201,467.46	253,453.54	-	-	2,326,863.15
3130 Rural electric tax	3,745.85	4,614.04	4,916.19	4,629.54	4,391.46	3,196.39	4,082.72	3,988.87	4,150.67	3,781.01	-	-	41,496.74
3140 State school land earnings	66,340.62	44,873.16	61,896.94	61,766.13	54,256.83	57,830.12	95,510.36	66,057.69	83,281.08	70,318.06	-	-	662,130.99
3150 Vehicle tax stamps	1,272.98	1,560.74	916.62	1,176.74	712.24	1,591.70	879.46	1,114.81	1,685.84	61.93	-	-	10,973.06
3160 Farm implement tax stamps	136.42		91.55	131.04	280.03	160.75	60.73	864.46	910.90	191.11	-	-	2,826.99
3190 Other				226.86							-	-	
3210 Foundation aid		1,559,640.00	1,949,549.00	1,754,595.00	1,754,594.00	1,754,595.00	1,748,445.00	1,753,570.00	1,753,570.00	1,753,569.00	-	-	15,782,127.00
3250 FBA		331,558.84	330,219.04	331,408.84	331,408.84	331,408.84	327,746.27	330,798.42	336,792.69	331,547.71	-	-	2,982,889.49
3310 Alternative education							70,251.32	35,125.66			-	-	105,376.98
3410 Professional development							70,000.00				-	-	70,000.00
3412 NBCT Stipend							86,252.02				-	-	86,252.02
3415 Reading Sufficiency							26,168.93				-	-	226,883.17
3420 State textbooks		25,002.27	25,002.28	4,346.73	25,017.30	25,017.31	4,346.73	25,209.24	25,209.24	4,346.75	-	-	17,386.94
3430 Education matching											-	-	6,680.00
3440 Drivers education				6,680.00							-	-	6,680.00
3690 Other											-	-	14,833.85
3811 Vocational programs			1,830.00			10,830.00				1,830.00	-	-	14,490.00
3812 Vocational programs			19,950.00			19,950.00					-	-	59,850.00
3892 Oklahoma Lottery Fund											-	-	25,597.07
4140 Title VI	94,555.22	9,387.32		104,646.32	25,017.30	10,664.07	105,762.05	111,905.87	211,726.94	1,111,924.31	-	-	200,317.27
4210 Title I - Part A	385,489.87	51,925.58		109,641.67	25,017.31	3,982.19	107,194.38	111,905.87	5,782.35	8,189.86	-	-	279,196.77
4271 Title II	27.61			12,151.94		3,341.20	156.49	5,851.72	2,992.77	38,260.61	-	-	937,188.00
4281 Title III	5,796.46			92,603.55		9,931.12	4,748.31	54.96	3,116.21	60.48	-	-	52,946.66
4310 IDEA B - Special Education	274,206.49			4,965.67		26,604.46	5,443.77	27,938.37	5,457.26		-	-	58,865.57
4340 Preschool		18,032.20		9,138.63							-	-	3,245.84
4442 Title IV/Reimb											-	-	17,072.37
4470 Title VI - Indian Education											-	-	69,219.43
4480 Title IX - Homeless	3,245.84	17,072.37									-	-	3,245.84
4550 Johnson-O'Malley											-	-	
4611 Title II - Adult Education	26,649.17					21,649.06		6,675.58	6,736.89	7,508.73	-	-	69,219.43
4821 Carl Perkins											-	-	
5150 Child Nutrition											-	-	
5160 Activity trip reimb		2,136.92	21.00	10,232.08	2,077.13	567.01	59.14	74.90	73.54	69.77	-	-	15,237.95
5600 Correcting entries		54.00		77.83	1,076.80	429.00	42.00	3,383.00		2,125.03	-	-	7,261.20
	1,180,864.63	2,426,846.84	2,716,074.73	2,848,747.30	2,496,131.29	3,679,732.01	11,391,993.03	3,695,480.08	3,087,998.03	3,869,507.83	-	-	37,389,154.90

**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2017-2020**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 17	1,422,119	1,310,099	1,176,029	1,036,159	895,586	1,063,498	1,432,581	1,444,307	1,370,234	1,466,075	1,141,899	1,036,386
FY 18	690,969	557,279	441,261	355,618	262,410	438,909	1,178,466	1,179,411	1,116,072	1,222,821	1,194,523	825,836
FY 19	740,048	624,113	541,648	485,451	397,638	486,040	1,190,675	1,201,836	1,141,753	1,227,520	1,143,492	899,450
FY 20	885,140	853,862	808,023	680,579	691,925	694,312	2,060,540	2,058,167	2,040,158	2,033,537		
FY20-FY19	145,092	229,749	266,375	195,128	294,287	208,272	869,865	856,331	898,405	806,017		



**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**

	<u>April</u>	<u>2019-20 Year to Date Total</u>	<u>Prior Year Year to Date Total</u>
Beginning balance	\$ 2,040,158	\$ 899,450	\$ 825,836
 <u>Revenue:</u>			
Local	132,722	2,016,104	1,400,468
County		-	
State	27	421	96
Federal		-	189
Other sources		1,364	1,251
	<u>132,749</u>	<u>2,017,889</u>	<u>1,402,004</u>
 Total cash available	 2,172,907	 2,917,339	 2,227,840
 <u>Requirements:</u>			
Salaries			
Benefits			
Professional services	3,776	38,734	12,115
Property services	119,320	675,271	465,894
Other purchased services		16,822	24,108
Supplies & materials	16,274	146,361	363,864
Property		-	
Other uses		6,614	134,339
	<u>139,370</u>	<u>883,802</u>	<u>1,000,320</u>
 Ending balance	 <u><u>2,033,537</u></u>	 <u><u>2,033,537</u></u>	 <u><u>1,227,520</u></u>

REQUEST FOR APPROVAL OF STATE AID AND/OR FEDERAL FUNDS FOR SCHOOLS

General Fund

S.A.&I. 307 (1990)

SCHOOL DISTRICT NO. 30

To the County Clerk of

Washington

DATE: 05/18/2020 INITIALS: DB  
County, State of Oklahoma:

We, the undersigned duly qualified and acting officers of the Governing Board of the aforementioned school district of said County and State hereby certify that the notice of approval of the following State and/or Federal funds has been received and is currently on file in the school's business office.

1. Federal CARES Act (stimulus)	\$	1,043,369.13
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
Total	\$	<u>1,043,369.13</u>

We further certify that these funds are in addition to and in excess of the State and/or Federal funds previously appropriated for the school district. We, therefore, request that the school's appropriations be increased by the following amounts:

PURPOSE OR ITEM OF APPROPRIATION	Prior Approved Appropriations	Requested Application Of Funds	Current Approved Appropriations	Added by County Clerk
1. Current Expense	44,545,602.52	1,043,369.13	45,588,971.65	1,043,369.13
2. Interest Reserve				
3. Grand Total	44,545,602.52	1,043,369.13	45,588,971.65	1,043,369.13

Submitted, by order of the Board, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF WASHINGTON, ss:

I, the duly qualified and acting County Clerk in and for the said County and State, do hereby certify that I have added the requested amounts to the appropriations of the school district in the manner requested by the School's Board of Education.

Done at \_\_\_\_\_ Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
County Clerk

(SEAL)

By \_\_\_\_\_ Deputy

## MINUTES OF THE BOARD OF EDUCATION SPECIAL VIRTUAL MEETING – April 20, 2020

The Board of Education of Independent School District No. 30 of Washington County, Bartlesville, Oklahoma met at the Education Service Center - Board of Education Meeting Room 1100 South Jennings Ave Bartlesville, OK 74003 on Monday, April 20, 2020 at 5:32 PM.

Per SB 661 and in light of the COVID-19 pandemic, the Bartlesville Board of Education met virtually at <https://zoom.us/j/95709463068>. This meeting was conducted entirely via videoconferencing.

Those present at remote locations were:

Scott Bilger, Board President  
Rick Boswell, Board Vice President  
Andrea Nightingale, Board Clerk  
Randy Herren, Board Member  
Tyler Vaclaw, Board Member  
Kevin Sitton, Board Member  
Suzy Keirse, Board Member

**Present: 7. Absent: None.**

Administrators and staff present at remote locations:

Chuck McCauley, Superintendent  
Laci Harris, Executive Assistant to the Superintendent & Minute Clerk

### **I. Call Meeting to Order**

### **II. Public Comment**

There were no public comments.

### **III. Superintendent's Report**

#### **III.A. Construction Update**

Darren Cottom, from Manhattan Construction, reviewed the attached schedule which highlighted the heavy focus on the construction of the new press box and agriculture meeting. Construction has been moving ahead as scheduled.

Brett Harrison reported on the specifics of the projects' schedules.

Dan Keleher, Keleher Architects, reported on the other various projects under his scope.

#### **III.B. Distance Learning Update**

Dianne Martinez, Executive Director of Elementary, gave an update for elementary instruction regarding Distance Learning.

Jason Langham, Executive Director of Secondary Schools, gave an update for secondary instruction.

ConocoPhillips and the Bartlesville Regional United way have committed \$100,000 to the district for additional hotspots for elementary students to be used if the need arises at the beginning of the next school year.

Stephanie Curtis, Executive Director of Personnel & Federal Programs, gave an update regarding Federal Programs and stimulus funds. The Child Nutrition department has served over 68,890 meals as of Friday, April 17.

Jon Beckloff, Sodexo Director of Child Nutrition also commented on the number.

Chuck McCauley, Superintendent, said the district is the only school prepared to be 1:1 with technology in all grades should the need arise in 2020-2021.

Granger Meador, Executive Director of Technology & Communications reported on the Chromebook carts,

hotspots, and the many preparations the district has been working on to prepare to be 1:1 in all grades for the 2020-2021 school year.

### **III.C. Bartlesville High School Graduation 2020 Update**

LaDonna Chancellor, Bartlesville High School Principal, updated the board regarding the plan for the Class of 2020 Commencement. A virtual ceremony is scheduled for May 22 at 8:00 pm. If it is safe to do so, a traditional ceremony will be held on July 24 at 8:00 pm at Custer Stadium.

### **III.D. Financial Report**

David Boggs, Chief Financial Officer, gave the board an update for the Financial Report. He highlighted the cost savings due to the energy savings program in place, which is being greatly impacted due to the buildings being closed. He reported that the state has not yet indicated what the budget will look like for the next school year but some districts are preparing for a 4% cut.

### **III.E. Upcoming Virtual Board of Education Meetings**

- Special Meeting - Monday, May 18, 2020; 5:30 p.m.

## **IV. Consent Agenda**

### **IV.A. Approval of Minutes as set out on Attachment "A"**

- March 9, 2020 (Regular Meeting)
- March 10, 2020 (Special Meeting)
- March 18, 2020 (Special Meeting)
- March 25, 2020 (Special Meeting)

### **IV.B. Approval of Purchase Orders and Change Orders to date as set out on Attachment "B"**

### **IV.C. Acceptance of Financial Reports for March 2020 as set out on Attachment "C"**

### **IV.D. Approval of Personnel - Appointments, Resignations, Changes of Status - as set out on Attachment "D"**

### **IV.E. Approval to re-hire Administrators listed below for the 2020-2021 school year**

Axson, Morgan	Curtis, Stephanie	Martinez, Dianne
Bankston, Staci	Eidson, Joey	Meador, Granger
Boggs, David	Gardner, Keri	Myers, Chanda
Brown, Kevin	Hancock, Matt	Niko, Angie
Burks, Orville	Harp, Michael	Patterson, Lori
Burns, Rene	Imhoff, Shawn	Smith, Eliot
Chancellor, LaDonna	Krause, Tammie	Sport, Jason
Copeland, Ken	Langham, Jason	

### **IV.F. Acceptance of Donations as set out on Attachment "F"**

### **IV.G. Acceptance of Activity Fund Report as set out on Attachment "G"**

### **IV.H. Acceptance of Treasurer's Report as set out on Attachments "H"**

### **IV.I. Approval of Lease Purchase Items as set out on Attachment "I"**

**Order #1.2020 - Motion Passed:** to approve the consent agenda as outlined. This motion, made by Tyler Vaclaw and seconded by Andrea Nightingale, Passed. Suzy Keirse: Yea, Kevin Sitton: Yea, Tyler Vaclaw: Yea, Randy Herren: Yea, Andrea Nightingale: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 7, Nay: 0

## **V. Action Topics**

### **V.A. Discussion, consideration, and vote to approve a bid for the installation of HVAC equipment at Madison Middle School and the correlating Purchase Order as set out on Attachment "A"**

David Boggs said the project only had one bid.

Dan Keleher reported on the project will take Madison completely off of the boiler/chiller system and replace it all with rooftop units. He outlined the specifics on the project.

**Order #2.2020 - Motion Passed:** to approve the bid as outlined. This motion, made by Tyler Vaclaw and seconded by Rick Boswell, Passed. Suzy Keirse: Yea, Kevin Sitton: Yea, Tyler Vaclaw: Yea, Randy Herren: Yea, Andrea Nightingale: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 7, Nay: 0



Washington County, Oklahoma, certify that notice of the time, date, and place of this special meeting was given at least 48 hours prior to this meeting to the County Clerk of Washington and was mailed or delivered to all of those who have made written requests and paid the request fee for notice of regular meetings.

I also certify that at least 24 hours prior to this special meeting, excluding Saturdays, Sundays, and holidays, notice of the date, time, and place, and agenda of this meeting was posted on the school district's website at [bps-ok.org/home/district/boardofeducation](https://bps-ok.org/home/district/boardofeducation) in compliance with the Oklahoma Open Meeting Act.

Witness my hand this 20th day of April 2020.

  
Minute Clerk of the Board

**2019-2020 Fiscal Year**  
**Encumbrance Orders for Approval**  
**May 18, 2020**

The following list of Encumbrance Orders (Purchase Orders), totaling \$997,288.06 is submitted for consideration by the Bartlesville Board of Education for the date of April 16, 2020 through May 14, 2020, from the 2019-2020 Fiscal Year funds.

I, David Boggs, hereby certify the amount of each encumbrance order has been entered against the designated appropriation accounts and all these encumbrance orders are within the authorized available balance of said appropriations for the 2019-2020 Fiscal

  
 \_\_\_\_\_  
 David Boggs

RECOMMENDATION: That the Board of Education adopts a motion to approve Purchase Orders (as listed in the attached reports) in the amount of \$997,288.06.

Submitted to the Board of Education  
 May 18, 2020

**2019-2020 Fiscal Year**

	FUND	P.O. #'s	AMOUNT
11	General	1358 - 1368	\$ 262,288.06
12	Cooperative Fund		
21	Building		
22	Child Nutrition Fund	45 - 46	\$ 701,000.00
34	Building Bonds Series 2007A		
35	Building Bonds		
36	Building Bonds		
37	Combined Purpose Series 2013A	130 - 132	\$ 34,000.00
38	Building Bond Series 2013B		
39	Bond Interest		
81	Gifts Fund		
	<b>TOTAL</b>		<b>\$ 997,288.06</b>

**GRAND TOTAL:** \$ 997,288.06

# Bartlesville Public Schools

## Encumbrance Register

Year 2019-2020 Fund 11

### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
1358	04/23/2020	MIDWEST BUS SALES, INC.	OTHER-EQUIP- SRVCS- 011/TRANSPORTATION BLANKET PO FOR BUS SUPPLIES AND LABOR	4,900.00
1359	05/01/2020	ZONES, INC.	TECH-RLDT-SPLYS-083/CENTRAL (5) HP LASER JET PRO M203DW PRINTER  PER QUOTE K1465232	825.00
1360	05/01/2020	PAYNE EDUCATION CENTER	REGISTRATION-541/SS/ESC REGISTRATION FOR ONLINE PROFESSIONAL DEVELOPMENT JUNE 19,2020 FOR ST. JOHN CATHOLIC SCHOOL TEACHERS MEGAN DICKSON, STEVE TOMLINSON AND CHRIS VANSTEENVORT  READING COMPREHENSION	825.00
1361	05/01/2020	PAYNE EDUCATION CENTER	REGISTRATION-541/SS/ESC REGISTRATION FOR ONLINE PROFESSIONAL DEVELOPMENT JUNE 12, 2020 FOR ST. JOHN CATHOLIC SCHOOL TEACHERS MEGAN DICKSON, STEVE TOMLINSON AND CHRIS VANSTEENVORT  MORPHOLOGICAL SPELLING & VOCABULARY	825.00
1362	05/01/2020	INSTITUTE FOR EXCELLENCE IN WRITING	REGISTRATION-541/SS/ESC REGISTRATION FOR ONLINE PROFESSIONAL DEVELOPMENT JULY 21 - 24, 2020 FOR ST. JOHN CATHOLIC SCHOOL TEACHERS ALEXIS LEWIS AND JENNIFER SPINA  PRIMARY WRITING WITH STRUCTURE AND STYLE	738.00
1363	05/01/2020	B & H PHOTO VIDEO PRO-AUDIO	AUDIO VISUAL-014/MADISON MISC. AUDIO VISUAL SUPPLIES AS FOLLOWS: (2) RONTG2 SHOTGUN CONDENSERS MICRO (4) KOM3006 PREMIUM CBL/XLR/M TO XLR/F (5) VIPDIDOLLY DIGITA TRIPOS/REG (2) AUMS5230F AURAY MS-5230-F TRIPOD (4) NIKO D-3400 CAM W/18-55 & 70-300 LENS (BLK)/R (1) LASTFR500080 LACIE RUGGED 5 TB PORTABLE HDD3.1  PER QUOTE 859135150  DELIVERY COMPANY MAY NEED TO CALL THE # ON THE FRONT DOOR.	2,780.81
1364	05/04/2020	CRAZY CROW TRADING POST	BOOKS/TECH/EXTRACURR-SPLYS-563/OEJOM/MMS PATTERNS AND BOOKS, CD'S, DVD'S CULTURAL SUPPLIES AND AWARDS FOR SENIORS	700.00
1365	05/05/2020	CCOSA, INC	REGISTRATION-006/CURR/ESC REGISTRATION FOR THE 2020 CCOSA SUMMER CONFERENCE VIRTUAL ON JUNE 3 - 4, 2020	325.00
1366	05/05/2020	SCHOOL NURSE SUPPLY INC	HEALTH-FIRST-AID-SPLYS-000/SS/ESC THERMOMETERS AND PROBE COVERS  PER QUOTE # 0790144	4,915.25
1367	05/12/2020	EDMENTUM INC	TECH-RLDT-SPLYS-515/SS/JANE PHILLIPS STUDY ISLAND MATH AND ELA LIBRARY PROGRAM LICENSE FOR JUNE 1 - JUNE 30, 2020	154.00
1368	05/13/2020	DELL MARKETING LP	TECH-RLDT-SPLYS-788/SS/ESC	245,300.00

# Bartlesville Public Schools Encumbrance Register

Year 2019-2020 Fund 11

11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
			DELL CHROMEBOOKS FOR PREK - 2ND GRADE STUDENTS	
			PER QUOTE # 3000060001664.1	
			REMAINDER OF QUOTE TO BE PAID FROM BOND FUNDS	

**Report Total:** \$262,288.06

**Bartlesville Public Schools  
Encumbrance Register**

Year 2019-2020 Fund 22

**22-Child Nutrition Programs Fund**

<b>PO No</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
45	05/12/2020	SODEXO INC & AFFILIATES	FOOD-SRVCS-MGT-385/CND/MMS CONTRACTED FOOD SERVICE APRIL 2020 AND MAY 1, 2020 SEAMLESS SUMMER	235,000.00
46	05/12/2020	SODEXO INC & AFFILIATES	FOOD-SRVCS-MGT-766/CND/MMS BLANKET PO FOR CONTRACTED FOOD SERVICES SUMMER FEEDING	466,000.00

**Report Total: \$701,000.00**

# Bartlesville Public Schools

## Encumbrance Register

Year 2019-2020 Fund 37

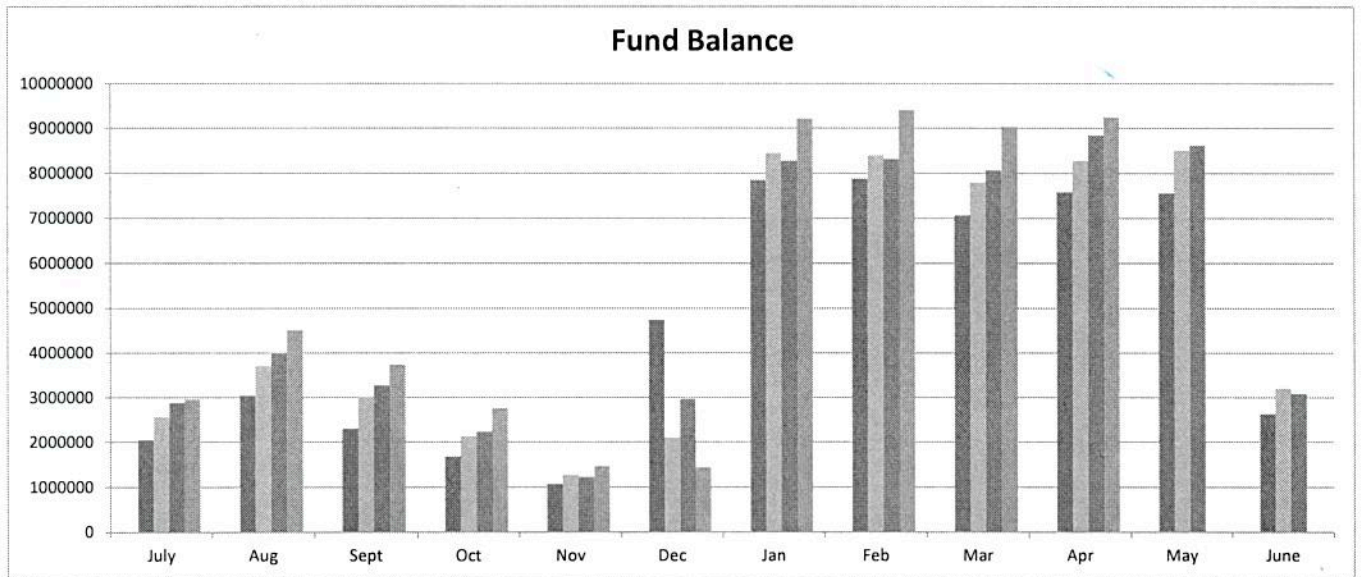
### 37-Combined Purpose

PO No	Date	Vendor	Description	Amount
130	05/12/2020	JOHN E THOMPSON	PAINTING-EQUIP-SRVCS-018/FS/ESC BLANKET PO FOR PAINTING AT BHS AND WAYSIDE POWER WASH ALL EXTERIOR FACADE PREPARE AND PAINT SOUTH EXTERIOR STUCCO FINE ARTS ENTRY AT EAST CORNER PRIME/REMOVE RUST STAIN ON WEST ELEVATION, PAINT TELESCOPING BOOM LIFT RENTAL - SEE QUOTE 02-01044 POWER WASH NORTH/SOUTH EXTERIOR GYMNASIUM SOFFITS, PAINT SAME SOFFITS - SEE QUOTE 01-01045	19,050.00
131	05/12/2020	BROWN PLBG LLC	PLUMBING-SRVCS-018/FS/ESC BATHROOM ADDITION AT MAINTENANCE SHOP INCLUDES PUMP STATION, LINE TO SEWER, ROUGH-IN OF DRAIN LINES IN BUILDING, TIED INTO PUMP STATION AND ROUGH IN OF VENTS	5,350.00
132	05/14/2020	KENNETH E SPINA	OTHER-CONSTRUCT-SRVCS-018/FS/ESC LABOR TO BUILD (4) NEW OFFICE AREA IN BACK AREA OF MAINTENANCE BUILDING, INSTALL DOORS, PAINT AND CAULK, INSTALL COVE BASE, BUILD NEW BATHROOM AREA AND INSTALL CARPET	9,600.00

**Report Total:** \$34,000.00

**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2017-2020**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 17	2,054,856	3,041,830	2,298,765	1,680,316	1,069,570	4,745,656	7,849,201	7,876,475	7,069,604	7,578,339	7,556,031	2,637,570
FY 18	2,570,540	3,706,115	3,014,720	2,132,477	1,268,916	2,101,192	8,450,085	8,406,116	7,796,416	8,278,289	8,504,375	3,204,230
FY 19	2,890,607	3,976,395	3,277,405	2,234,762	1,231,621	2,965,714	8,275,893	8,317,878	8,061,282	8,848,145	8,627,565	3,093,101
FY 20	2,958,937	4,501,529	3,739,634	2,767,640	1,461,034	1,436,214	9,216,612	9,408,239	9,028,227	9,249,665		
FY20-FY19	68,330	525,134	462,229	532,878	229,413	(1,529,500)	940,719	1,090,361	966,945	401,520		



**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**

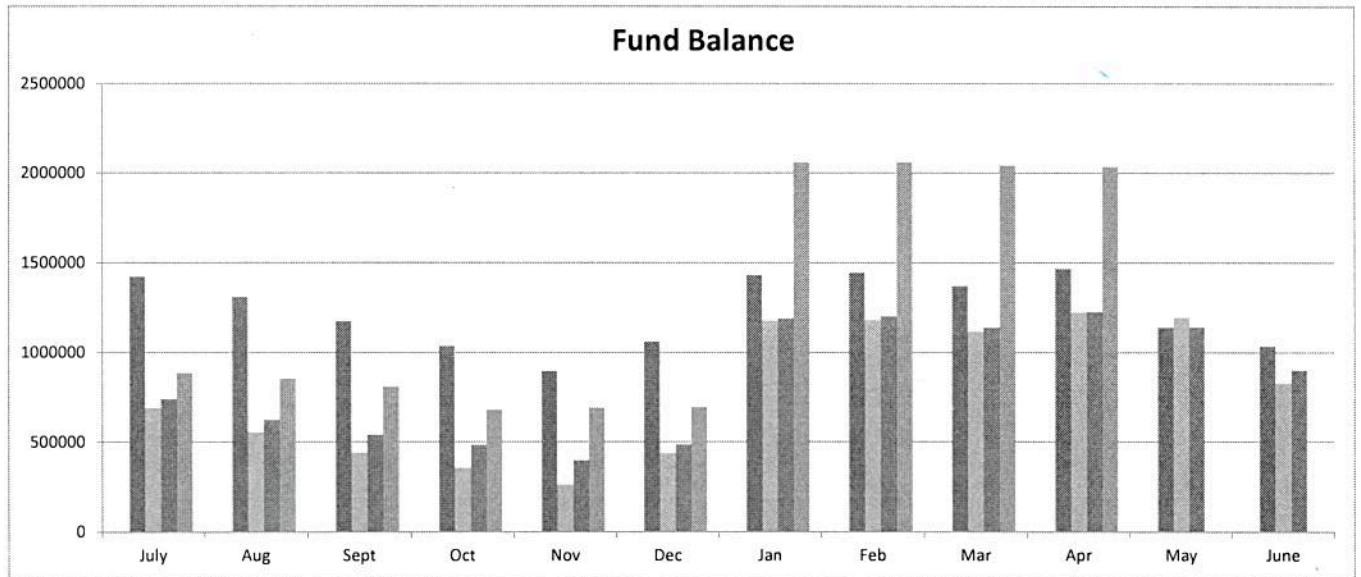
	April	2019-20 Year to Date Total	Prior Year Year to Date Total
Beginning balance	\$ 9,028,227	\$ 3,093,101	\$ 3,204,230
 <u>Revenue:</u>			
Local	965,375	10,844,611	10,614,613
County	130,357	1,232,163	1,153,516
State	2,446,074	22,471,943	21,230,822
Federal	325,506	2,789,518	2,436,766
Other sources	2,195	55,241	45,691
	<u>3,869,507</u>	<u>37,393,476</u>	<u>35,481,408</u>
 Total cash available	 12,897,734	 40,486,577	 38,685,638
 <u>Requirements:</u>			
Salaries	2,272,023	19,445,458	19,086,269
Benefits	788,326	6,729,476	6,434,122
Professional services	20,554	322,081	256,606
Property services	429,185	1,947,019	1,132,434
Other purchased services	4,315	734,915	816,348
Supplies & materials	128,129	1,574,039	1,717,759
Property	-	450,672	308,119
Other uses	5,537	33,252	85,836
	<u>3,648,069</u>	<u>31,236,912</u>	<u>29,837,493</u>
 Ending balance	 <u>9,249,665</u>	 <u>9,249,665</u>	 <u>8,848,145</u>

Bartlesville Public Schools  
General Fund Revenue Detail

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	2019-20 Total
1110 Ad valorem tax - current	22,772.13	63,058.11	18,062.24	18,541.04	7,035.33	627,182.31	7,692,292.52	596,883.38	162,345.83	857,575.89	-	-	9,959,052.06
1121-1122 Ad valorem tax - prior	9,016.82					3,274.92	10,594.81	21,270.19	9,377.95	69,986.86	-	-	230,218.27
1130 In lieu of tax								911.26	531.57	223.26	-	-	1,666.09
1190 Other taxes										655.38	-	-	655.38
1213-1214 Testing fees	1,188.76	603.75	216.88	376.88		841.25	1,557.88	645.63	437.50	15,027.00	-	-	5,868.53
1230-1290 Tuition	4,643.61	100.00				15,027.00							34,797.61
1310 Interest on investments	8,323.43	11,886.54	19,820.65	17,447.34	8,702.20	8,160.98	26,247.80	32,800.19	27,090.22	17,717.80	-	-	178,197.15
1352 Interest on unapport. Tax	750.74	542.66	653.86	543.19	563.09	420.42	595.11	2,300.28	1,771.02	898.62	-	-	9,038.99
1410 Rent	2,725.00	500.00	1,250.00	2,500.00	1,250.00						-	-	8,225.00
1460 Sale of equipment	485.76								3,794.01		-	-	485.76
1510													
1530 Damage recovery		80.00											80.00
1580 Activity trip reimb	2,036.86	1,790.39	288.00	3,986.60	1,804.63	9,119.44	1,420.02	3,485.42	467.38	180.50	-	-	24,579.24
1590 Miscellaneous reimb	270.00	911.13	212.62	90.00	7,343.79	2,991.76	289.72	143.89	298.91	2,609.97	-	-	15,161.79
1610 Donations	16,500.00	1,000.00	12,675.20	27,100.00	20,816.95	9,500.00	49,100.00	60,662.79	173,322.31	500.00	-	-	371,177.25
1680 Refunds	58.74										-	-	58.74
1690 Miscellaneous		30.00	85.00	45.00	20.00			1,075.00			-	-	1,255.00
2100 County-wide 4-mill	5,870.82	7,726.04	2,290.78	2,287.91	1,147.96	66,429.51	790,584.40	89,815.86	20,549.51	114,900.60	-	-	1,101,603.39
2200 Mortgage tax	9,942.50	14,214.97	11,732.17	13,341.41	18,211.72	11,698.84	14,710.20	12,524.75	8,726.78	15,456.66	-	-	130,560.00
3110 Gross production tax	847.47	3,737.27	4,205.89	3,922.98	3,739.57	3,888.63	3,465.30	4,060.40	3,594.09	3,595.93	-	-	35,057.53
3120 Motor vehicle tax	234,101.88	254,672.12	245,842.09	225,099.02	236,363.42	202,133.26	240,019.89	233,710.47	201,467.46	253,453.54	-	-	2,326,863.15
3130 Rural electric tax	3,745.85	4,614.04	4,916.19	4,629.54	4,391.46	3,196.39	4,082.72	3,988.87	4,150.67	3,781.01	-	-	41,496.74
3140 State school land earnings	66,340.62	44,873.16	61,896.94	61,766.13	54,256.83	57,830.12	95,510.36	66,057.69	83,281.08	70,318.06	-	-	662,130.99
3150 Vehicle tax stamps	1,272.98	1,560.74	916.62	1,176.74	712.24	1,591.70	879.46	1,114.81	1,685.84	61.93	-	-	10,973.06
3160 Farm implement tax stamps	136.42		91.55	131.04	280.03	160.75	60.73	864.46	910.90	191.11	-	-	2,826.99
3190 Other				226.86							-	-	
3210 Foundation aid		1,559,640.00	1,949,549.00	1,754,595.00	1,754,594.00	1,754,595.00	1,748,445.00	1,753,570.00	1,753,570.00	1,753,569.00	-	-	15,782,127.00
3250 FBA		331,558.84	330,219.04	331,408.84	331,408.84	331,408.84	327,746.27	330,798.42	336,792.69	331,547.71	-	-	2,982,889.49
3310 Alternative education							70,251.32	35,125.66			-	-	105,376.98
3410 Professional development							70,000.00				-	-	70,000.00
3412 NBCT Stipend							86,252.02				-	-	86,252.02
3415 Reading Sufficiency							26,168.93				-	-	226,883.17
3420 State textbooks		25,002.27	25,002.28	4,346.73	25,017.30	25,017.31	4,346.73	25,209.24	25,209.24	4,346.75	-	-	17,386.94
3430 Education matching											-	-	6,680.00
3440 Drivers education				6,680.00							-	-	14,833.85
3690 Other											-	-	14,833.85
3811 Vocational programs			1,830.00			10,830.00				1,830.00	-	-	14,490.00
3812 Vocational programs			19,950.00			19,950.00					-	-	59,850.00
3892 Oklahoma Lottery Fund											-	-	25,597.07
4140 Title VI	94,555.22	9,387.32		104,646.32	25,017.30	10,664.07	3,982.19	105,762.05	111,905.87	211,726.94	-	-	200,317.27
4210 Title I - Part A	385,489.87	51,925.58		109,641.67	25,017.31	86,252.02	3,982.19	107,194.38	5,782.35	8,189.86	-	-	1,111,924.31
4271 Title II	27.61							38,579.32	5,851.72	2,992.77	-	-	279,196.77
4281 Title III	5,796.46			12,151.94			3,341.20	156.49	8,260.61		-	-	38,260.61
4310 IDEA B - Special Education	274,206.49			92,603.55			94,125.60	95,900.40	92,830.42	93,717.98	-	-	937,188.00
4340 Preschool				4,965.67			4,965.56	54.96	54.96	1,309.45	-	-	21,281.72
4442 Title IV/Reimb		18,032.20			385.00	26,604.46	4,748.31	27,938.37	3,116.21	60.48	-	-	52,946.66
4470 Title VI - Indian Education				9,138.63			5,443.77		5,457.26		-	-	58,865.57
4480 Title IX - Homeless	3,245.84										-	-	3,245.84
4550 Johnson-O'Malley		17,072.37									-	-	17,072.37
4611 Title II - Adult Education	26,649.17							6,675.58	6,736.89	7,508.73	-	-	69,219.43
4821 Carl Perkins											-	-	
5150 Child Nutrition											-	-	
5160 Activity trip reimb		2,136.92	21.00	10,232.08	2,077.13	567.01	59.14	32,741.97	6,736.89	7,508.73	-	-	32,741.97
5600 Correcting entries		54.00		77.83	1,076.80	429.00	42.00	74.90	73.54	69.77	-	-	15,237.95
	1,180,864.63	2,426,846.84	2,716,074.73	2,848,747.30	2,496,131.29	3,679,732.01	11,391,993.03	3,695,480.08	3,087,998.03	3,869,507.83	-	-	37,389,154.90

**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2017-2020**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 17	1,422,119	1,310,099	1,176,029	1,036,159	895,586	1,063,498	1,432,581	1,444,307	1,370,234	1,466,075	1,141,899	1,036,386
FY 18	690,969	557,279	441,261	355,618	262,410	438,909	1,178,466	1,179,411	1,116,072	1,222,821	1,194,523	825,836
FY 19	740,048	624,113	541,648	485,451	397,638	486,040	1,190,675	1,201,836	1,141,753	1,227,520	1,143,492	899,450
FY 20	885,140	853,862	808,023	680,579	691,925	694,312	2,060,540	2,058,167	2,040,158	2,033,537		
FY20-FY19	145,092	229,749	266,375	195,128	294,287	208,272	869,865	856,331	898,405	806,017		



**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**

	<u>April</u>	2019-20 Year to Date <u>Total</u>	Prior Year Year to Date <u>Total</u>
Beginning balance	\$ 2,040,158	\$ 899,450	\$ 825,836
 <u>Revenue:</u>			
Local	132,722	2,016,104	1,400,468
County		-	
State	27	421	96
Federal		-	189
Other sources		1,364	1,251
	<u>132,749</u>	<u>2,017,889</u>	<u>1,402,004</u>
 Total cash available	 2,172,907	 2,917,339	 2,227,840
 <u>Requirements:</u>			
Salaries			
Benefits			
Professional services	3,776	38,734	12,115
Property services	119,320	675,271	465,894
Other purchased services		16,822	24,108
Supplies & materials	16,274	146,361	363,864
Property		-	
Other uses		6,614	134,339
	<u>139,370</u>	<u>883,802</u>	<u>1,000,320</u>
 Ending balance	 <u><u>2,033,537</u></u>	 <u><u>2,033,537</u></u>	 <u><u>1,227,520</u></u>

May 18, 2020 Personnel Report

<b>APPOINTMENTS:</b>						
Name	Site	Position	FTE	Hire Date	Temporary Contract	
Alexander, Teri	Wilson	First Grade Teacher	1.000	8/10/2020	Yes	
Armstrong, Lori	Kane	4th Grade Teacher	1.000	8/10/2020	Yes	
Linick, Dalton	Kane	Fourth Grade Teacher	1.000	8/10/2020	Yes	
Linick, Klaire	Kane	Music Teacher	1.000	8/10/2020		
<b>CHANGE OF STATUS:</b>						
CHANGE FROM			CHANGE TO			
Name	Site	Position	FTE	Site	Position	Date
Autrie, Lacie	Hoover	Second Grade Teacher	1.000	Hoover	Gifted and Talented Teacher	8/10/2020
Bottorff, Traci	Wayside	Second Grade Teacher	1.000	Wayside	Character Education Teacher	8/10/2020
Garland, Deborah	Wayside	First Grade Teacher	1.000	Wayside	Second Grade Teacher	8/10/2020
Hackler, Angela	Hoover	Kindergarten Teacher	1.000	Hoover	Pre-Kindergarten Teacher	8/10/2020
Munn, Tiffany	Madison	Special Education Teacher Asst. Level 2	0.875	Madison	Language Arts Teacher	8/10/2020
Null, Holly	Jane Phillips	Kindergarten Teacher	1.000	Hoover	Pre-Kindergarten Teacher	8/10/2020
Powell, Amanda	Central	Social Studies Teacher	1.000	Jane Phillips/Wayside	Special Education Teacher	8/10/2020
Steele, Tina	High School	Business Education Teacher	1.000	High School	Language Arts Teacher	8/10/2020
<b>NON-RENEWAL OF TEMPORARY CONTRACT:</b>						
Name	Site	Position	FTE	Date		
Gruber, Ashley	High School	Tennis Assistant Varsity Coach	N/A	5/22/2020		
<b>RESIGNATION:</b>						
Name	Site	Position	FTE	Date		
Blankenship, Rachel	High School	Science Teacher	1.000	5/22/2020		
Boon, Abby	High School	Language Arts Teacher	1.000	5/22/2020		
Brown, Julie	Jane Phillips	Third Grade Teacher	1.000	5/22/2020		
Childress, Joanna	Madison	Language Arts Teacher	1.000	5/22/2020		
Crosse, Marcia	Hoover	Pre-Kindergarten Teacher	1.000	5/22/2020		
Herrington, Jessica	Hoover	Elementary Counselor	1.000	5/22/2020		
Hicks, Casey	Madison	Mathematics Teacher	1.000	5/22/2020		
Knight, Randy	High School	Color and Winter Guard	N/A	6/30/2020		
Mueller, Kimberly	Jane Phillips	First Grade Teacher	1.000	5/22/2020		
Storie, Lori	Hoover	Teacher Assistant	0.875	5/22/2020		
Williams, Amy	Wayside	Third Grade Teacher	1.000	5/22/2020		
York, Brittany	Richard Kane	Special Education Teacher Asst. Level 3	0.875	5/22/2020		
<b>RETIREMENT:</b>						
Name	Site	Position	FTE	Date		
LeMaster, Rochelle	Hoover	Fourth Grade Teacher	1.000	5/22/2020		
Walker, Sharon	Wayside	Fourth Grade Teacher	1.000	5/22/2020		

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**MEMORANDUM**

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**TO:** BOARD OF EDUCATION  
**FROM:** DAVID BOGGS  
**SUBJECT:** DONATIONS  
**DATE:** 5/6/20

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Please accept the following donation our school district has received during the month of April.

<b>1. Harry &amp; Wanna Brookby Leadership Scholarship</b>	
Education Service Center	\$ 1,667.00
<b>2. Conoco Phillips – Volunteer Grant</b>	
Education Service Center	<u>\$ 500.00</u>
<b>Receipt Total</b>	<b>\$ 2,167.00</b>

**Bartlesville Public Schools**

**Investment Ledger**

**Options:** Funds: 11-59,81, Account Nos: , Investment Nos: , Date Range: 4/1/2020 - 4/30/2020, Exclude Investments Matured in Date Range: False, Exclude Investments Liquidated in Date Range: False

**Fund: 11**

**Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	4/30/2020	5/31/2020		\$2,001,803.15	0.500	\$2,001,803.15
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	3/31/2020	4/30/2020	4/30/2020	\$2,000,652.06	0.500	\$2,000,652.06
<b>Total ICS ACCOUNT</b>							<b>\$2,000,652.06</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$4,002,455.21</b>

**Account:** AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	4/30/2020	5/31/2020		\$6,077,709.04	1.150	\$6,077,709.04
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	3/31/2020	4/30/2020	4/30/2020	\$6,036,281.57	1.150	\$6,036,281.57
<b>Total ICS SAVINGS</b>							<b>\$6,036,281.57</b>
<b>Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS</b>							<b>\$12,113,990.61</b>
<b>Total Fund 11</b>							<b>\$16,116,445.82</b>

**Fund: 21**

**Account:** AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	4/30/2020	5/31/2020		\$1,900,000.00	1.150	\$1,900,000.00
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	3/31/2020	4/30/2020	4/30/2020	\$1,900,000.00	1.150	\$1,900,000.00
<b>Total ICS SAVINGS</b>							<b>\$1,900,000.00</b>
<b>Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS</b>							<b>\$3,800,000.00</b>
<b>Total Fund 21</b>							<b>\$3,800,000.00</b>

**Fund: 22**

**Account:** AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	4/30/2020	5/31/2020		\$180,985.88	1.150	\$180,985.88
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	3/31/2020	4/30/2020	4/30/2020	\$180,814.90	1.150	\$180,814.90
<b>Total ICS SAVINGS</b>							<b>\$180,814.90</b>
<b>Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS</b>							<b>\$361,800.78</b>
<b>Total Fund 22</b>							<b>\$361,800.78</b>

**Fund: 37**

**Account:** AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	4/30/2020	5/31/2020		\$40,000.00	1.150	\$40,000.00
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	3/31/2020	4/30/2020	4/30/2020	\$40,000.00	1.150	\$40,000.00
<b>Total ICS SAVINGS</b>							<b>\$40,000.00</b>
<b>Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS</b>							<b>\$80,000.00</b>
<b>Total Fund 37</b>							<b>\$80,000.00</b>

**Fund: 39**

**Account:** AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	4/30/2020	5/31/2020		\$29,740.44	1.150	\$29,740.44
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	3/31/2020	4/30/2020	4/30/2020	\$29,674.55	1.150	\$29,674.55
<b>Total ICS SAVINGS</b>							<b>\$29,674.55</b>
<b>Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS</b>							<b>\$59,414.99</b>
<b>Total Fund 39</b>							<b>\$59,414.99</b>

**Fund: 41**

**Bartlesville Public Schools****Investment Ledger**

**Options:** Funds: 11-59,81, Account Nos: , Investment Nos: , Date Range: 4/1/2020 - 4/30/2020, Exclude Investments Matured in Date Range: False, Exclude Investments Liquidated in Date Range: False

**Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	4/30/2020	5/31/2020		\$800,000.00	0.500	\$800,000.00
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	3/31/2020	4/30/2020	4/30/2020	\$800,000.00	0.500	\$800,000.00
<b>Total ICS ACCOUNT</b>							<b>\$800,000.00</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$1,600,000.00</b>

**Account:** AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	4/30/2020	5/31/2020		\$9,435,704.56	1.150	\$9,435,704.56
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	3/31/2020	4/30/2020	4/30/2020	\$9,435,704.56	1.150	\$9,435,704.56
<b>Total ICS SAVINGS</b>							<b>\$9,435,704.56</b>
<b>Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS</b>							<b>\$18,871,409.12</b>
<b>Total Fund 41</b>							<b>\$20,471,409.12</b>

**Fund:** 81

**Account:** AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	4/30/2020	5/31/2020		\$235,921.31	1.150	\$235,921.31
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	3/31/2020	4/30/2020	4/30/2020	\$260,674.81	1.150	\$260,674.81
<b>Total ICS SAVINGS</b>							<b>\$260,674.81</b>
<b>Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS</b>							<b>\$496,596.12</b>
<b>Total Fund 81</b>							<b>\$496,596.12</b>
<b>Total All Funds</b>							<b>\$41,385,666.83</b>

**APRIL 2020**

	GENERAL FUND	COOPERATIVE FUND	BUILDING FUND	CHILD NUTRITION	BOND FUND 37	BOND FUND 38	BOND INT FUND 39	SINKING FUND	GIFTS & ENDOW.	TOTALS
<b>BEGINNING BALANCE</b>	1,075,182.35	(21,388.54)	140,637.54	436,861.73	95,719.09	-	1,191.11	5,574.35	10,279.71	1,744,057.34
LOCAL SOURCES OF REVENUE	965,375.28		132,721.57	2,707.53	-	-	69.72	771,458.88	1,914.25	1,874,247.23
INTERMEDIATE SOURCES OF REVENUE	130,357.26		-		-	-	-	-	-	130,357.26
STATE SOURCES OF REVENUE	2,446,074.28	814.25	27.29	1,320.87	-	-	-	158.90	-	2,448,395.59
FEDERAL SOURCES OF REVENUE	325,506.21	14,511.68		160,722.53	-	-	-	-	-	500,740.42
<b>TOTAL NEW RECEIPTS</b>	<b>3,867,313.03</b>	<b>15,325.93</b>	<b>132,748.86</b>	<b>164,750.93</b>	<b>-</b>	<b>-</b>	<b>69.72</b>	<b>771,617.78</b>	<b>1,914.25</b>	<b>4,953,740.50</b>
INTER-FUND TRANSFERS	2,125.03	-	-	-	-	-	-	-	-	2,125.03
NON-REVENUE RECEIPTS	69.77	-	-	1,299.35	-	-	-	-	-	1,369.12
<b>TOTAL COMBINED RECEIPTS</b>	<b>3,869,507.83</b>	<b>15,325.93</b>	<b>132,748.86</b>	<b>166,050.28</b>	<b>-</b>	<b>-</b>	<b>69.72</b>	<b>771,617.78</b>	<b>1,914.25</b>	<b>4,957,234.65</b>
WARRANT PURCHASES (-)	(3,262,340.37)	(11,101.03)	(42,309.91)	(9,683.73)	(35,527.53)	-	-	(426,720.00)	-	(3,787,682.57)
INVESTMENTS MATURED (+)	8,036,933.63		1,900,000.00	180,814.90	40,000.00	-	29,674.55	10,235,704.56	260,674.81	20,683,802.45
C.D./AGENCY INVESTMENTS (-)	(8,079,512.19)		(1,900,000.00)	(180,985.88)	(40,000.00)	-	(29,740.44)	(10,235,704.56)	(235,921.31)	(20,701,864.38)
INTEREST INVESTMENTS (-)	-	-	-	-	-	-	-	-	-	-
MONEY MARKET INVESTMENT (-)	-	-	-	-	-	-	-	-	-	-
CORRECTIONS		-	-	-	-	-	-	-	-	-
<b>ENDING BANK BALANCE</b>	<b>1,639,771.25</b>	<b>(17,163.64)</b>	<b>231,076.49</b>	<b>593,057.30</b>	<b>60,191.56</b>	<b>-</b>	<b>1,194.94</b>	<b>350,472.13</b>	<b>36,947.46</b>	<b>2,895,547.49</b>
OUTSTANDING WARRANTS (-)	(470,685.29)	(211.74)	(97,539.83)	(452.21)	-	-	-	-	(5,000.00)	(573,889.07)
<b>FUND EQUITY</b>	<b>1,169,085.96</b>	<b>(17,375.38)</b>	<b>133,536.66</b>	<b>592,605.09</b>	<b>60,191.56</b>	<b>-</b>	<b>1,194.94</b>	<b>350,472.13</b>	<b>31,947.46</b>	<b>2,321,658.42</b>

Total collateral pledged

**31,278,049.99**

	BPS LEASE PURCHASE FUND 1	BPS LEASE PURCH/TRANS FUND 2	BEA LEASE PURCHASE FUND 4	BEA LEASE PURCHASE FUND 7
<b>BEGINNING BALANCE</b>	<b>4,796,897.18</b>	<b>128,379.00</b>	<b>0.00</b>	<b>1,987,319.92</b>
REBATES/CONTRIBUTIONS	-	-	-	-
DIVIDENDS/INTEREST	1,621.16	-	-	469.89
<b>TOTAL NEW RECEIPTS</b>	<b>1,621.16</b>	<b>-</b>	<b>-</b>	<b>469.89</b>
WARRANT PURCHASES (-)	(127,058.69)	-	-	(94,061.74)
<b>ENDING BANK BALANCE</b>	<b>4,671,459.65</b>	<b>128,379.00</b>	<b>0.00</b>	<b>1,893,728.07</b>
OUTSTANDING WARRANTS (-)	-	-	-	-
<b>FUND EQUITY</b>	<b>4,671,459.65</b>	<b>128,379.00</b>	<b>0.00</b>	<b>1,893,728.07</b>

*Sara Vermeire* 5/4/2020

# Bartlesville Public Schools

## Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 4/1/2020 - 4/30/2020

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 General Administrative	\$162,871.53	\$3,729.59	(\$1.18)	\$4,023.13	\$162,576.81	\$17,137.86	\$145,438.95
802 General Administrative Athletics	\$226,498.67	\$4,050.00	\$0.00	\$3,210.27	\$227,338.40	\$4,540.54	\$222,797.86
803 General Refund Account	\$1,870.23	\$0.00	\$0.00	\$0.00	\$1,870.23	\$0.00	\$1,870.23
804 AP Exams	\$26,836.41	\$0.00	\$0.00	\$0.00	\$26,836.41	\$24,364.00	\$2,472.41
805 Alternative High School	\$6,416.06	\$0.00	\$0.00	\$0.00	\$6,416.06	\$250.00	\$6,166.06
806 Tuition Clearing Acct	\$17,500.00	\$660.00	\$0.00	\$0.00	\$18,160.00	\$230.00	\$17,930.00
807 Art Club	\$1,342.25	\$0.00	\$0.00	\$0.00	\$1,342.25	\$0.00	\$1,342.25
808 Adult Fees Clearing Acct	\$371.00	\$0.00	\$0.00	\$371.00	\$0.00	\$0.00	\$0.00
809 Sports Broadcasting	\$521.64	\$0.00	\$0.00	\$0.00	\$521.64	\$0.00	\$521.64
811 Baseball Fund	\$145.01	\$0.00	\$0.00	\$0.00	\$145.01	\$0.00	\$145.01
813 Basketball Fund	\$1,692.11	\$0.00	\$0.00	\$0.00	\$1,692.11	\$0.00	\$1,692.11
821 Choral Club	\$1,915.81	\$0.00	\$0.00	\$0.00	\$1,915.81	\$0.00	\$1,915.81
824 Concessions	\$6,096.74	\$0.00	\$0.00	\$0.00	\$6,096.74	\$0.00	\$6,096.74
831 S.A.D.F.	\$3,090.40	\$0.00	\$0.00	\$0.00	\$3,090.40	\$0.00	\$3,090.40
832 Community of Caring	\$1,479.00	\$0.00	\$0.00	\$0.00	\$1,479.00	\$0.00	\$1,479.00
833 Drama	\$19,370.64	\$0.00	\$0.00	\$70.00	\$19,300.64	\$0.00	\$19,300.64
834 VisionQuest	\$104.50	\$0.00	\$0.00	\$0.00	\$104.50	\$0.00	\$104.50
835 BPS-FOUNDATION GRANTS	\$4,007.77	\$0.00	\$0.00	\$3,000.00	\$1,007.77	\$0.00	\$1,007.77
836 AGRICULTURAL EDUCATION	\$12,598.97	\$1,000.00	\$0.00	\$0.00	\$13,598.97	\$0.00	\$13,598.97
837 ENVIRONMENTAL CLUB	\$293.82	\$0.00	\$0.00	\$0.00	\$293.82	\$0.00	\$293.82
839 BHS SPED	\$1,381.00	\$0.00	\$0.00	\$0.00	\$1,381.00	\$0.00	\$1,381.00
840 Exceptional Education Services	\$8,340.61	\$0.00	\$0.00	\$0.00	\$8,340.61	\$0.00	\$8,340.61
841 Business Prof of America	\$447.58	\$0.00	\$0.00	\$0.00	\$447.58	\$0.00	\$447.58
843 ATLAS	\$2,500.00	\$0.00	\$0.00	\$848.34	\$1,651.66	\$0.00	\$1,651.66
844 STEAM PROGRAM	\$3,940.52	\$0.00	\$0.00	\$0.00	\$3,940.52	\$3,940.52	\$0.00
845 French Club	\$227.74	\$0.00	\$0.00	\$0.00	\$227.74	\$0.00	\$227.74
867 Lady Bruins	\$275.62	\$0.00	\$0.00	\$0.00	\$275.62	\$0.00	\$275.62
868 Football	\$3,334.29	\$0.00	\$0.00	\$1,785.85	\$1,548.44	\$0.00	\$1,548.44
878 Music	\$4,292.32	\$0.00	\$0.00	\$0.00	\$4,292.32	\$147.25	\$4,145.07
880 Musical Production	\$22,136.87	\$0.00	\$0.00	\$0.00	\$22,136.87	\$0.00	\$22,136.87
881 National Honor Society	\$9,777.25	\$0.00	\$0.00	\$0.00	\$9,777.25	\$0.00	\$9,777.25
882 Newspaper	\$1,512.98	\$0.00	\$0.00	\$0.00	\$1,512.98	\$60.00	\$1,452.98
885 National Junior Honor Society	\$1,431.80	\$0.00	\$0.00	\$0.00	\$1,431.80	\$0.00	\$1,431.80
887 Orchestra	\$1,595.54	\$0.00	\$0.00	\$0.00	\$1,595.54	\$0.00	\$1,595.54
889 BHS BAND	\$373.86	\$0.00	\$0.00	\$0.00	\$373.86	\$0.00	\$373.86
895 Pictures	\$716.61	\$0.00	\$0.00	\$0.00	\$716.61	\$0.00	\$716.61
915 Service Club	\$728.77	\$0.00	\$0.00	\$0.00	\$728.77	\$0.00	\$728.77
917 Spanish Club	\$366.53	\$0.00	\$0.00	\$0.00	\$366.53	\$0.00	\$366.53
919 Speech Program	\$2,645.97	\$52.00	\$0.00	\$75.00	\$2,622.97	\$340.00	\$2,282.97
922 Staff Development-In-Service	\$1,505.87	\$0.00	\$0.00	\$0.00	\$1,505.87	\$0.00	\$1,505.87
926 Student Council	\$29,205.38	\$1,784.82	\$0.00	\$0.00	\$30,990.20	\$4,937.60	\$26,052.60
939 Science Olympiad	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00
950 Dance Club	\$347.71	\$0.00	\$0.00	\$0.00	\$347.71	\$0.00	\$347.71
960 Technology Student Assoc (TSA)	\$3,057.96	\$0.00	\$0.00	\$620.00	\$2,437.96	\$0.00	\$2,437.96
962 Science Trek Club	\$5,817.31	\$0.00	\$0.00	\$0.00	\$5,817.31	\$0.00	\$5,817.31
966 Wrestling	\$385.48	\$0.00	\$0.00	\$0.00	\$385.48	\$0.00	\$385.48
970 TECHNOLOGY SUPPORT TEAM	\$64,071.09	\$130.00	\$0.00	\$20,412.27	\$43,788.82	\$12,724.20	\$31,064.62
971 Golf	\$2,069.02	\$0.00	\$0.00	\$359.10	\$1,709.92	\$0.00	\$1,709.92
973 Cross Country	\$123.13	\$0.00	\$0.00	\$0.00	\$123.13	\$0.00	\$123.13
977 Soccer	\$50.66	\$0.00	\$0.00	\$0.00	\$50.66	\$0.00	\$50.66
986 Counselors' Special Fund	\$306.68	\$0.00	\$0.00	\$0.00	\$306.68	\$0.00	\$306.68
990 Yearbook	\$10,634.81	\$0.00	\$0.00	\$0.00	\$10,634.81	\$2,131.61	\$8,503.20
992 Leadership	\$2,085.61	\$0.00	\$0.00	\$0.00	\$2,085.61	\$0.00	\$2,085.61
993 Academic Team	\$140.00	\$0.00	\$0.00	\$0.00	\$140.00	\$0.00	\$140.00
994 Archery Club	\$349.32	\$0.00	\$0.00	\$0.00	\$349.32	\$0.00	\$349.32
995 Homeless Student Assistance	\$1,074.58	\$0.00	\$0.00	\$0.00	\$1,074.58	\$0.00	\$1,074.58
996 Bruin Logo	\$15,935.80	\$0.00	\$0.00	\$0.00	\$15,935.80	\$0.00	\$15,935.80

**Bartlesville Public Schools**  
**Revenue/Expenditure Summary****Options:** Fund: 60, Date Range: 4/1/2020 - 4/30/2020

	<b>Begin Balance</b>	<b>Receipts</b>	<b>Adjusting Entries</b>	<b>Payments</b>	<b>Cash End Balance</b>	<b>Unpaid POs</b>	<b>End Balance</b>
997 Back To School Rally	\$600.87	\$0.00	\$0.00	\$0.00	\$600.87	\$0.00	\$600.87
<b>Total</b>	<b>\$699,309.70</b>	<b>\$11,406.41</b>	<b>(\$1.18)</b>	<b>\$34,774.96</b>	<b>\$675,939.97</b>	<b>\$70,803.58</b>	<b>\$605,136.39</b>

## Bartlesville Public Schools Encumbrance Register

Year 2019-2020 Fund 01

### 01-2019 BOND-GENERAL PROJ - BEA LEASE PURCHASE

PO No	Date	Vendor	Description	Amount
21	05/12/2020	LOCKE SUPPLY	COOLING-SYSTEM-266/WILSON PURCHASE OF (4) HVAC UNITS  PER QUOTE # 39444209-00	8,521.51
22	05/12/2020	EARNEST HEAT & AIR INC	COOLING-SYSTEM-266/WILSON PURCHASE AND INSTALL (4) HVAC UNITS, EXTRA PARTS AND INSTALLATION  PER PROPOSAL DATED 01-15-2020	26,240.00
23	05/13/2020	GORMAN CONSTRUCTION COMPANY INC	COOLING-SYSTEM-260/MADISON INSTALLATION OF HVAC UNITS AT MADISON  PER AIA DOCUMENT G701 2017 DATED MAY 12TH, 2020	371,962.00
24	05/13/2020	DELL MARKETING LP	TECH-RLDT-SPLYS-247/TECH/WRC DELL CHROMEBOOKS FOR PRE-K - 2ND GRADE STUDENTS  PER QUOTE NO. 3000060001664.1 REMAINDER OF QUOTE TO BE PAID FROM FEDERAL FUNDS	399,300.00
25	05/13/2020	CDW-G	TECH-RLDT-SPYS-247/TECH/WRC LIGHTSPEED RELAY FOR INTERNET CONTENT FILTERING MFG PART # RLY-3  PER QUOTE LKBX485	32,472.00
26	05/13/2020	CDW-G	TECH-RLDT-SPLYS-247/TECH/WRC (88) LOCKNCHARGE JOEY 30 CARTS, MFG. PART # 10237 (88) LOCKNCHARGE RESETTABLE COMBINATION PADLOCK, MFG. PART # 10128  PER QUOTE LJM133	86,297.20
27	05/14/2020	THE TRANE COMPANY	COOLING-SRVCS-260/MADISON MATERIALS & LABOR FOR AIR CONDITIONERS (4) UNITS  PER ATTACHED PROPOSAL L2-90966-1	51,365.00

**Report Total: \$976,157.71**

## Bartlesville Public Schools Encumbrance Register

Year 2019-2020 Fund 07

### 07-2016 BPS LEASE PURCHASE

PO No	Date	Vendor	Description	Amount
129	04/21/2020	BROWN PLBG LLC	PLUMBING-SRVCS-018/FS/ESC LABOR TO REPLACE HOT WATER HEATER AT HIGH SCHOOL FINE ARTS CENTER. PRICE INCLUDES UNHOOKING OLD HOT WATER HEATER FROM PLUMBING AND DRAINING TANK,. HOOKING UP NEW HOT WATER HEATER TO PLUMBING PIPES, WATER, GAS AND VENT WATER HEATER TO BE PURCHASED FROM OTHERS  PER PROPOSAL DATED 04/20/2020	1,235.00
130	04/21/2020	HEATWAVE SUPPLY COMPANY	PLUMBING-SRVCS-018/FS/ESC (1) BTH-120 HOT WATER HEATER FOR BARTLESVILLE HIGH SCHOOL  PER QUOTE 257678	5,806.09
131	05/12/2020	ARCHITECTURAL FABRICATORS INC	OTHER-BLDG-SRVCS-018/FS/ESC MATERIALS AND LABOR FOR RANCH HEIGHTS STORAGE DOOR, WELDED FRAME, HARDWARE AND INSTALLATION  PER QUOTE # 731	2,900.00
132	05/12/2020	COOP'S DRIVES, MOTORS, AND CONTROLS	OTHER-BLDG-SRVCS-018/FS/ESC (1) MATERIALS AND INSTALLATION FOR YASKAWA Z1000 VFD, 20HP, 460 VAC, NEMA 1 FOR AHU-3 UNIT WITH CERTIFIED START-UP INCLUDED  (1) MATERIAL AND INSTALLATION FOR YASKAWA Z1000 WITH BYPASS, 40HP, 460 VAC, NEMA 1 FOR PLANT CWP-1 UNIT WITH CERTIFIED START-UP INCLUDED  PER QUOTE # BHS5.11.20	7,194.85

**Report Total: \$17,135.94**

AMENDMENT

BARTLESVILLE PUBLIC SCHOOLS

AND

SODEXO MANAGEMENT, INC.

THIS AMENDMENT, dated May 18, 2020, is between BARTLESVILLE PUBLIC SCHOOLS ("SFA") and SODEXO MANAGEMENT, INC. ("FSMC").

W I T N E S S E T H:

WHEREAS, SFA and FSMC entered into a certain Contract, dated June 30, 2018, whereby FSMC manages and operates SFA's Food Service operation for SFA's students, employees, visitors and guests at SFA's location in Bartlesville, Oklahoma ("Premises");

WHEREAS, the parties now desire to further amend the aforesaid Contract;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Any and all references to the "2019-2020" school year shall be changed to "2020-2021 school year".

2. Section I, Scope and Purpose, Subsection A is deleted in its entirety and the following substituted therefor:

"A. ***Duration of Contract.*** The effective date may be different than July 1, but the termination date must be June 30. Keep in mind that the effective date may not occur prior to the date on which the contract is signed. This Contract shall be for a period of up to one (1) year, beginning July 1, 2020 and ending June 30, 2021, with up to two (2) one (1) year renewals with mutual agreement between the SFA and FSMC."

3. The Fixed Price Per Meal/Lunch Equivalent of \$3.674 for the 2019-2020 school year is hereby changed to \$3.784 for the 2020-2021 school year.

4. This Amendment is effective July 1, 2020, and thereafter, unless amended. All other terms and conditions contained in the Contract shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

BARTLESVILLE PUBLIC SCHOOLS

By: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_

SODEXO MANAGEMENT, INC.

By: \_\_\_\_\_  
Chuck Thomas  
Vice President

# Energy Savings Contract

This Energy Savings Contract is between the Independent School District No. 30 of Washington County, Oklahoma, a/k/a Bartlesville Public Schools (the "District") and Cenergistic LLC ("Cenergistic"). This Contract is subject to all applicable state and federal laws.

Cenergistic® delivers customized, comprehensive people-driven energy conservation programs that focus on using technology and changing human behavior to help school districts, churches and higher education clients reduce their consumption of energy and water without any equipment upgrades. Implementation of these programs is guided by Cenergistic's team of energy consultants and Dallas-based support team members - together representing several hundred years of public school energy conservation experience. Cenergistic's clients can invest the financial savings that result in the lives of the people they serve, rather than in utility companies. Cenergistic guarantees the success of these programs as set out in paragraph 8 below. To date Cenergistic has served more than 1,425 clients in 48 states.

The District is committed to its mission:

**"Building a culture of collaborative learning  
Recruiting and retaining highly effective staff  
Unifying rich community partnerships  
Implementing 21st century instructional strategies  
Navigating healthy business operations  
Sustaining a commitment to student success."**

The District uses electricity, gas, water and sewer (collectively "energy") to fulfill its mission. The District serves more than 6,000 children at its nine campuses.

Cenergistic has offered to build and provide a customized energy conservation program that is focused on technology and organizational and behavioral change and is designed with the following goals:

- Save dollars that the District can reinvest in the people it serves;
- Preserve a quality learning environment for the District's children;
- Conserve energy for a positive impact on the environment; and,
- Increase awareness to empower energy users to be energy savers.

Cenergistic will help the District pursue these goals through implementation of its energy conservation program. Central to the success of this program is the recognition of shared responsibility between Cenergistic and the District as the program is initiated and implemented. Cenergistic provides extensive resources, remote monitoring, education and training, action planning, and other conservation-related services, while the District will hire the part-time Energy Specialist as set out below and will work cooperatively to implement Cenergistic's program.

As a part of this shared responsibility, Cenergistic offers a *Fee Free Period* during the first month after the Start Date to allow for acceleration of savings for the District before Monthly Fee payments begin.

The parties therefore agree as follows:

1. **Program.** On June 1, 2019 ("Start Date") Cenergistic shall begin its work on this Contract. Cenergistic shall take immediate actions to facilitate the District's search for an energy specialist ("Energy Specialist") and shall provide the District with a people-driven energy management program that is customized to enable the District to reduce consumption of energy ("Program").

2. **Energy Consultants.** A Cenergistic team shall deliver the Program to the District as follows:

- Through Cenergistic's limited on-site, remote and ongoing assessments of the District's facilities and based on Cenergistic's experience in having assessed thousands of client facilities, Cenergistic's team shall develop many recommendations that are specific to the District's environment.
- Cenergistic's team shall guide and assist the District's Program implementation following Cenergistic's proven methodology, the Cenergistic energy management program.

3. **Energy Specialist.** (a) **Position and Compensation.** Program implementation requires a daily focused effort that is led by one of the District's own people – an Energy Specialist who can make conservation a priority while positively engaging people to conserve energy. The Energy Specialist position will be part-time (with a daily commitment) and the District shall not allow or assign other duties that could limit the Energy Specialist's pursuit of the Program goals. The District shall pay the Energy Specialist at a level that is within the range recommended by Cenergistic to attract and retain qualified people ("Compensation").

(b) **District Hiring.** Cenergistic shall serve an active and key role to assist and guide the District through its Energy Specialist search process - from posting the position through interviewing candidates. On the Start Date the District shall promptly begin and then continue this search process until a mutually acceptable person is identified and hired by the District (and funded by the savings from the Program), for the Energy Specialist position. Due to the unique nature of the position, the Energy Specialist will ideally be a current or retired District employee with teaching experience, though other candidates both inside and outside the District should be encouraged to apply for the position. Cenergistic's recommendation for the Energy Specialist position will follow the conclusion of the posting and interview processes and is subject to the District's approval and decision to hire or not hire. Likewise, the District will not employ any person as Energy Specialist that is unacceptable to Cenergistic.

(c) **Duties.** The Energy Specialist's primary duties will be to spend time in the District's facilities to identify savings opportunities and to work closely with Cenergistic and the District's employees to execute proven implementation strategies to change behavior linked to energy consumption. The effective management of energy information is also important for achieving positive results through accountability. For this the Energy Specialist will work to maintain energy consumption and other information related to energy use in the District's facilities and areas. The Energy Specialist will use the EnergyCAP® energy accounting program from EnergyCAP, Inc. ("Third Party Software").

(d) **Education and Training.** Cenergistic's team shall train the Energy Specialist with the skills essential for Program implementation. Cenergistic's comprehensive training will be delivered both remotely online and on-site. The Energy Specialist must attend the on-site appointments scheduled by Cenergistic and must be receptive and responsive to Cenergistic. Cenergistic shall provide written education and training materials, plus online support. Furthermore, Cenergistic shall host and the Energy Specialist shall participate in remote training (Skype, Gotomeeting, etc.) or other education and training

sponsored by Cenergistic, which will be an integral part of the Energy Specialist's education and training. Cenergistic's energy consultants and Dallas-based team will be available and on-call to respond by phone (or in person as deemed appropriate in Cenergistic's discretion), to special problems or questions through the end of the Term (as defined below).

(e) **Observation and Communication.** The District is the Energy Specialist's supervisor and maintains full and final employment authority, e.g. hiring and firing, for this important position that is subject to high standards and performance expectations. For example, the Cenergistic energy management program calls for routine data entry which is monitored through weekly accountability reporting. Cenergistic shall observe the Energy Specialist's fit, skills, tenacity, hard work, leadership, interpersonal relationships, and performance level and results. Designating a high ranking District business official ("Program Liaison") as the Energy Specialist's supervisor directly and positively impacts Program implementation. Cenergistic shall communicate with the Energy Specialist's supervisor concerning the observed performance of the Energy Specialist. As a part of these obligations, during the first twelve months of an Energy Specialist's service, Cenergistic shall periodically advise the Energy Specialist's supervisor whether that person has shown the qualities to be successful in the position. If Cenergistic advises the District that a person serving as Energy Specialist does not have the qualities to be successful in the position, a replacement Energy Specialist will be recruited and hired using the collaborative process and guidelines described in paragraph 3(b).

(f) **Leave Scheduling.** The Energy Specialist is expected to spend a majority of time out in the District facilities to drive energy savings; with times outside the instructional day being particularly valuable for the Energy Specialist to identify and capture savings opportunities. It is critically important (especially during the first two years of the Program) that the Energy Specialist be available for work during times when buildings are unoccupied and have flexibility to work nights, weekends and holidays. To allow for appropriate dialogue, the District will notify and consult with Cenergistic before approving any requests for the Energy Specialist's vacation leave or other leave that (1) is in conjunction with school holidays or break periods, or (2) requires an extended absence of more than one week.

#### **4. Program Implementation.**

(a) **Prompt Start.** Upon completion of the Fee Free Period, the District will promptly begin and then continue to implement the Program at its expense.

(b) **Commitment and Communication.** In Cenergistic's experience, the success of the District's Program implementation will be a function of the demonstrated commitment of the school board, superintendent and other administrators, e.g. through timely communication of high level support for the Program. More specifically, no later than 60 days after the Start Date, the school board must adopt an appropriate policy and, no later than 30 days after the Start Date, the administration must adopt appropriate administrative guidelines reflecting the District's commitment to the Program. The District shall communicate these guidelines to its people, construction contractors and on-site management service providers, if any. Cenergistic will work with the Energy Specialist to facilitate semi-annual progress reports for the school board. The District will make its utility records available for review and copying on request of the Energy Specialist or Cenergistic.

(c) **Software.** (i) **Cenergistic GreenX™ Software.** The GreenX mobile and desktop application which is accessible over any browser-enabled device serves as the focal point for energy savings across your entire facilities portfolio. Our machine-learning anomaly detection algorithms provide

transparency into the energy consumption profiles of your buildings and provides alerts and potential resolutions by combining building, equipment and sensor data with historical energy use, weather and other seasonal data. (“Cenergistic Software”)

(ii) Third Party Software. The effective management of energy information is a first step to achieving positive results through accountability. Energy consumption will be accounted for by using the Third Party Software, with which Cenergistic’s team is knowledgeable and trained to provide support to the District. No later than 30 days after the Start Date, the District must license the Third Party Software program (and pay the licensing fees) from EnergyCAP, Inc. or, if later recommended by Cenergistic to its clients (e.g. because EnergyCAP® ceased to be available), an alternative Third Party Software program. Data input and maintenance will be managed and controlled, at Cenergistic’s option, either by the Energy Specialist or at Cenergistic’s corporate office, with District access to review all data entry.

(d) Access, Authority and Control. The Energy Specialist needs to have access to the District’s systems controls, including the energy management systems (“EMS”), and the authority (in communication and coordination with other District personnel) to make changes so that facilities are not operated outside of the established policy and guidelines. The Energy Specialist needs the authority to: (1) program the EMS including changes in the temperature settings and run times of EMS controlled equipment (e.g. HVAC, water, heating and lighting systems), and (2) change settings and run times for each facility’s equipment and systems (e.g. lighting, sewer and water systems, time clocks and thermostats) that are not controlled by the EMS. The Energy Specialist will not have authority to make any changes that violate District established policy and guidelines and the District retains the right to suspend the Energy Specialist’s access at any time. In the event of such a suspension the District will immediately inform Cenergistic of the suspension and the basis. The District shall provide such access and authority to the Energy Specialist within 30 days of the Start Date. In order to evaluate and track occupant comfort, within 30 days of the Start Date, the District will set up or modify its internal procedure to ensure that all comfort feedback is immediately routed to the Energy Specialist. This Contract does not alter the District’s exclusive right of control over its people and facilities and its pre-existing responsibility, if any, to provide appropriate environments for teaching and working, protect District property and ensure reasonable premises safety.

(e) No Third Party Interference. The District shall not allow any third party to interfere with the District’s Program implementation save and except as may be required by Oklahoma law or by local ordinances, rules or regulations.

5. **Savings Determination.** (a) General. Energy savings are determined in accordance with the Measurement and Verification Plan (“M & V Plan”) attached hereto by comparing measured use before and after the start of Program implementation, with appropriate adjustments for changes in conditions that are independent of the Program. The simple formulaic expression is:

*Avoided Energy Use (or Savings) = Adjusted-Baseline Energy – Reporting-Period Energy ± Non-Routine Adjustments of baseline energy to reporting-period conditions*

Cenergistic and the Energy Specialist shall use the Third Party Software to calculate the District’s savings by subtracting the energy actually used (i.e. consumption: kWh, BTUs, gallons, etc.) in each Performance Year (as defined below) from the use in the Base Year (as defined below), plus or minus any Adjustment Variables (as defined below), and applying the price (based on the blended rate to the District for each

type of energy purchased by the District for all sources of energy except for solar which shall be valued as set out in paragraph 5(d)(iii) below) ("Savings"). The "Total Savings" means the Savings and any additional verifiable cost containment or avoidances resulting from the Program (e.g. utility refunds received as a result of a Program billing audit), in accordance with current industry-accepted valuation methodology. Savings reports shall be delivered to the Program Liaison for review and verification. The Program Liaison, or designee, will work diligently to review reported Savings and to present any questions about the savings reports to Cenergistic and the Energy Specialist in a prompt manner but in no event more than fifteen (15) calendar days of receipt of the savings reports. Cenergistic's projections of Total Savings when using the Program are based upon energy consumption and other data furnished by the District.

(b) **Baseline Period.** A baseline period will be established as set out in the attached M & V Plan by Cenergistic and the District's Energy Specialist. Unless modified as set out below, the Third Party Software will be used to establish a baseline period consisting of 12 consecutive months that precede the Start Date ("Base Year"). The District represents that the historical utility usage data and building information provided to Cenergistic for the purpose of savings projections is accurate. If it is later determined that either: 1) there is a variation between the data provided and the Base Year data of  $\pm 5\%$  or more or, 2) changes in weather, building occupancy or other factors the 12 months preceding the Start Date would cause those 12 months to not accurately reflect pre-program usage by the District ("variation"), Cenergistic may select as the Base Year an alternate 12-month period from the 36 months preceding the Start Date. For new construction, the Energy Specialist and Cenergistic, in consultation with the Program Liaison, will use detailed, calibrated simulation analysis to compile the Base Year.

(c) **Reporting Period.** Each reporting period will be a 12 month period ("Performance Year"). The first Performance Year will begin after the *Fee Free Period* (as defined below) ends ("First Year") and each Performance Year is consecutively named. The "Second Year" means the 12 month reporting period following the end of the First Year, the "Third Year" follows the Second Year, and so on. A Performance Year may be suspended as set out below. Using the Third Party Software, Savings shall be calculated for each Performance Year in comparison to the Base Year.

(d) **Appropriate Adjustments.** (i) Adjustments to the baseline shall be made in accordance with the M & V Plan to recognize that the operating environment changes in ways that impact energy use but are independent of the Program (e.g. the weather) and function simply to bring energy use for the two time periods to an equivalent set of conditions.

(ii) The Third Party Software allows appropriate adjustments to the Base Year, using available data to account for the following factors occurring during the Performance Year that affect the energy used in facilities ("Adjustment Variables"): outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; number of days in the billing period; energy rates; and reasonably estimated energy loads added or reduced after Program implementation.

(iii) The Third Party Software also allows other appropriate adjustments for a more accurate Savings calculation. If the District has experienced abnormal temperatures during the Base Year, a total of 36 months of billing information can be used to create a more accurate statistical model for the District. The District shall communicate the District's energy conservation guidelines to its construction contractors and on-site management service providers, if any. Savings will be determined using either calibrated simulation or by making appropriate adjustments, as mutually agreed by the parties, in the event of any of the following: (a) the guidelines are not substantially followed by third party

construction contractors or on-site management service providers; (b) the District chooses not to substantially implement Cenergistic's water conservation recommendations; or, (c) there are equipment malfunctions that negatively impact program savings. Agreement concerning the calibrated simulation or appropriate adjustments will not be unreasonably withheld by either party. In the event solar electricity is implemented by the District, the parties agree to a process that recognizes net metered electric generation to exclude any solar production from the reported Third Party Software use and cost avoidance. Solar energy produced (that was consumed by the building) is tracked in the Third Party Software to allow for the total energy consumption comparisons. All savings reported in the cost avoidance reports shall be from energy purchased from the grid (metered electricity) so it will be valued at the grid average unit cost (as "average unit cost" is defined in this Contract and Measurement and Verification Plan).

(iv) The data will continue to be reviewed for accuracy during the term of the Contract. In the event there are inaccuracies in the data or there are data entry errors (i.e. information not known at the time, incorrect meter reading or data entered into the Third Party Software incorrectly), the data may be updated to correct such errors that occurred during the twelve (12) months immediately preceding the latest monthly billing statement. Data prior to the twelve (12) months immediately preceding the latest monthly billing statement will be deemed to be accurate by the parties.

(e) Third Party Contractor. The parties agree that Cenergistic may utilize the services of a third party contractor to (1) automatically retrieve utility bill data from both online and offline sources by, among other things, accessing utility vendor websites, OCR of scanned copies of bills or reading from machine readable files, (2) import the data into the Third Party Software and (3) utilize the service of other third party contractors. The District (1) consents to allowing access to utility bills by such third party contractor and (2) agrees to reasonably cooperate with such third party contractor, with assistance as necessary from Cenergistic, to enable the third party contractor to have and maintain access to (including online) to the District's utility bills.

6. **Term.** This Contract shall be for a term beginning on the Start Date and ending on the last day of the Fifth Year ("Term").

(b) **Non-appropriation.** The District's obligation pursuant to this Contract to pay Cenergistic in any fiscal year of the District is limited to and payable exclusively out of, the District's available funds for such fiscal year. The District shall have no obligation to fund its financial obligations pursuant to the Contract other than for its current fiscal year; no provision of the Contract shall be construed as creating any other indebtedness or any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District. Cenergistic and the District intend, subject to the other provisions of this Contract, that it will continue from its stated Start Date until at least the end of the Fifth Year, but the Contract shall terminate at the end of the District's current fiscal year, and at the end of each of its succeeding fiscal years unless the District decides to renew the Contract for the District's next following fiscal year, and, as a part of its newly adopted budget for such fiscal year, sufficient funds are appropriated by the local appropriating body for such fiscal year to discharge its obligations pursuant to the continued Contract. If this Contract is continued for the next year, no Work Fee will be payable for the preceding year.

The District reasonably believes that legally available funds can be obtained in amounts sufficient to pay all of its obligations as required in this Contract, as and when due, during its present and all following fiscal years. If the District decides not to renew the Contract for its next or any following fiscal year, the

District shall give written notice of such decision to Cenergistic not later than 60 days prior to the beginning of the upcoming fiscal year. Payment of any sums due, including any Work Fees shall be paid within 30 days after sending the written notice of the District's decision not to renew the Contract.

7. **Fee Free Period and Monthly Fee.** (a) Fee Free Period. The *Fee Free Period* shall begin on the Start Date and end one month after the Start Date, or on such later date as determined by Cenergistic ("Fee Free Period").

(b) Monthly Fee. The District shall pay Cenergistic a fee of \$11,800 ("Monthly Fee") per month for 60 consecutive months ("Fee Period"). For internal accounting purposes, Cenergistic will allocate 25% of the Monthly Fees as the value of the Cenergistic Software. The District shall pay the first Monthly Fee in the second month after the Start Date and Cenergistic will bill the District on the 1st of each month for each subsequent Monthly Fee. Failure to pay the billing statement within 60 days after it is due, at Cenergistic's option, shall result in the Program being suspended (including, without limitation, the suspension of Cenergistic support for the Program). Savings shall continue to accrue during any suspension for failure to pay the billing statement. A valid request or need for an adjustment to a billing statement shall not be good cause for failure to pay a given billing statement; any appropriate adjustments shall be made to subsequent billing statements.

(c) Additional Facilities. In the event the District builds, acquires, contracts with, or otherwise becomes responsible for educational services for another district ("acquired district"), or is requested by another district ("requesting district") to allow the District's Energy Specialist to provide energy management support, the District agrees to not share, utilize, or include the Program (including the use or services of the Energy Specialist trained by Cenergistic) to any extent, in any facilities in the acquired or requesting district without Cenergistic's express written consent and payment of additional fees as mutually agreed.

8. **Savings Guarantee.** (a) Cenergistic's commitment to the quality of the Program is evidenced by Cenergistic's Savings Guarantee (as defined below). Cenergistic shall reimburse the District for the difference if the District's Costs (as defined below) exceed its Total Savings, computed for any Performance Year during the Term ("Savings Guarantee"). To be eligible for the Savings Guarantee the District must have employed an Energy Specialist as required and substantially implemented the Program. If Cenergistic reasonably determines that the District is not substantially implementing the Program, Cenergistic shall give the District written notice of its determination (including specific details supporting Cenergistic's determination and specific recommendations for appropriate District action). The District shall act within a reasonable time to cure such failure, with curative steps being taken within sixty (60) days after receipt of the written notice referenced above. If the parties are unable to agree on whether the District is substantially implementing the Program, the parties agree to meet to resolve the differences as set out in paragraph 13(c) below. "Substantial implementation of the Program" does not require the District to have implemented the Program in every detail. To "substantially implement" the Program means that the process of implementation is material to the extent that the program functions as intended. It requires that the Program has been implemented in its material elements, or almost fully implemented. Without limiting the foregoing, the following shall be a lack of substantial implementation for purposes of this paragraph: (i) failure to pay a billing statement within 90 days from the due date; (ii) failure to approve the administrative guidelines within 60 days of the Start Date; or, (iii) if the District directs Cenergistic to stop work for reasons other than a material breach of this Contract and such notice is not withdrawn within sixty (60) days after initial delivery to Cenergistic. The "District's Costs" means the total amounts

paid for the Energy Specialist's Compensation and Travel Expenses, initial and renewal costs of the Third Party Software, and the Monthly Fees. Cenergistic shall pay the District a required reimbursement no later than 90 days after the results for the prior Performance Year have been finalized by Cenergistic and the District's Energy Specialist. If Cenergistic fails to make a required reimbursement, the District may terminate this Contract without payment of a Work Fee and recover the amount of the required reimbursement from Cenergistic.

(b) The District shall refund prior reimbursements on the Savings Guarantee to Cenergistic if the Total Savings exceed the District's Costs, computed from the Start Date to the end of any subsequent Performance Year. Any refund shall be reduced, if required, in order to ensure that the District's payment obligations for the current Performance Year do not exceed Total Savings for that Performance Year. The District shall pay Cenergistic a required refund no later than 90 days after the results for such later Performance Year have been finalized by Cenergistic and the District.

9. **Termination for Convenience.** (a) Termination for Convenience by District. As provided in this Contract Cenergistic anticipates a long-term relationship and remains committed to the District through the Term and beyond. However, the District may terminate this Contract for any reason and without cause as provided in this paragraph. To validly exercise this right to terminate for any reason and without cause (including if there is no appropriation of funding or for any other termination that is not based on Cenergistic's failure to perform its material obligations under this Contract) (a "Termination for Convenience"), the District shall provide Cenergistic with at least 60 days prior written notice and shall pay Cenergistic a Work Fee to compensate Cenergistic for its Intellectual Property, the work performed by Cenergistic and for the benefits received by the District (and not as a penalty) ("Work Fee"), with the calculation based upon the date of termination, as follows: (i) Contract Start Date through the end of the First Year, \$177,000, (ii) during or through the end of the Second Year, \$141,600, during or through the end of the Third Year, \$127,440, (iii) during or through the end of the Fourth Year, \$113,280, (iv) during or through the end of the Fifth Year, the lesser of the remaining monthly payments or \$84,960.

Upon a Termination for Convenience, the Work Fee shall include the following additional amounts which the District shall pay Cenergistic: the unpaid Monthly Fees but only through the termination effective date. A Termination for Convenience voids the Savings Guarantee for the Performance Year during which the termination occurs and for subsequent years. This termination right does not limit the rights and remedies of the District. More specifically, if Cenergistic fails to perform its material obligations under this Contract, the District's legal rights and remedies are not limited by the terms of this paragraph. If the District contends Cenergistic has committed a material breach of the Contract, the District will provide written notice to Cenergistic specifically describing the breach and giving Cenergistic a reasonable opportunity and time (not less than 30 days) to cure the claimed breach before taking other action. If the material breach is not remedied by Cenergistic following the notice as set out above, the District may terminate this Contract without any obligation to pay a Work Fee.

10. **Termination Event.** Upon termination of this Contract or discontinuation of the Program at the end of the Fee Period the District shall promptly: (a) return to Cenergistic all materials and Proprietary Information previously furnished by Cenergistic or accumulated by the District in connection with the Program, including all copies thereof; (b) discontinue the employment of any District Energy Specialist trained by Cenergistic in that position; (c) return or allow the removal by Cenergistic of any

monitoring or sensor devices installed by Cenergistic or at any time upon Cenergistic request; and (d) cease using the Proprietary Information and implementing the Program. Notwithstanding the foregoing, the District is not prohibited from: (i) using energy conservation information that is in the public domain or is obtained from sources other than Cenergistic, or (ii) hiring a person (other than an Energy Specialist trained by Cenergistic) to assist with monitoring energy use or consumption.

11. **Proprietary Program and Information.** (a) Proprietary Information. The District will have access to and use of (1) Cenergistic's energy management program, (2) materials that are copyrighted, trade secrets and other information that is proprietary to Cenergistic and (3) the Cenergistic Software, including both browser based and mobile versions, as the same may be developed and released by Cenergistic from time to time during the term of this Contract pursuant to a nonexclusive, nontransferable license to use Cenergistic Software. Items (1) through (3) along with all database files created using the Third Party Software are collectively referred to as "Proprietary Information".

(b) Limitations on Use; Confidentiality. The District agrees that nothing contained in this Contract shall be construed as granting any ownership rights to any Proprietary Information, or to any invention or any patent, copyright, trademark, or other intellectual property right. The District shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Proprietary Information. The District will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Proprietary Information. The District agrees that the Proprietary Information (including all copies) continues to be Cenergistic's property and should be kept confidential to the full extent permitted by law. The District shall give Cenergistic written notice and an opportunity to respond if the District receives a third party request for Proprietary Information. The District shall not, except as required by law, disclose the Proprietary Information to any unauthorized person or use it outside of the District or this Contract. The District shall assist Cenergistic in the protection of the Proprietary Information. The District's obligations under this paragraph survive termination of this Contract. District hereby agrees that breach of this subparagraph will cause Cenergistic irreparable damage for which recovery of damages would be inadequate, and that Cenergistic shall therefore be entitled to obtain timely injunctive relief, as well as such further relief as may be granted by a court of competent jurisdiction.

(c) In consideration of the education and training provided by Cenergistic, the District's Energy Specialist must agree not to disclose Proprietary Information to third parties or to compete with Cenergistic. Due to the inherent risk for disclosure of Proprietary Information, the District's Energy Specialist must not participate in any Energy Specialist user group meeting that is not sponsored by Cenergistic.

(d) Non-Solicitation. While under contract with Cenergistic and for a period of two years following the termination of this Contract, the District will not solicit, hire or retain any Cenergistic employees or contractors for employment or other work at or for the District.

12. **Program Continuation Phase.** After the Term, the District will have the option to continue partnering with Cenergistic upon the same terms as set out in this Contract to sustain and grow energy program savings. No action will be required by either party to continue the Program beyond the Term, but if the District chooses not to continue the Program beyond the Term or to terminate at any time after the Program has been continued beyond the Term, it will provide sixty (60) days written notice to Cenergistic. There shall be no Work Fee in the event of cancellation after the end of the Term.

13. **Miscellaneous.** (a) This Contract constitutes the entire agreement of the parties with respect to the subject matter of this Contract. This Contract supersedes the parties' prior communications, requests, responses, proposals, offers and agreements, if any. This Contract may be modified only by a writing signed by the parties. Invalidity or unenforceability of one or more provisions of this Contract shall not affect any other provision of this Contract.

(b) In an action to enforce or construe this Contract in a court with competent jurisdiction, the prevailing party shall be entitled to recover its reasonable and necessary attorneys' fees and costs of court.

(c) **Dispute Resolution.** Open communication and cooperation of the parties is vital to the success of the Program and to the settlement of disputes if they arise. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting at the District to review the issues and solution options. The executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this Contract shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

(d) **Counterparts.** A signed copy of this Contract delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

(e) Cenergistic shall employ a professional engineer registered in the State of Oklahoma at all times during the term of this Contract and during any period of continued partnership with the District after the Term.

(f) Cenergistic shall give the District a bond in the amount of \$5,000 to ensure Cenergistic's faithful performance of the Contract.

Each party is signing this Contract on the date stated under that party's signature.

INDEPENDENT SCHOOL DISTRICT NO. 30  
OF WASHINGTON COUNTY, OKLAHOMA,  
a/k/a BARTLESVILLE PUBLIC SCHOOLS

CENERGISTIC LLC

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

Name: Scott Bilger

Title: President, Board of Education

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



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

Name: John Bernard

Title: Senior Vice President, Client Development

Date: May 17, 2019

Bartlesville PS, OK – K12 FF (SIM) part-time District employed ES v.3 051419

## MEASUREMENT AND VERIFICATION PLAN

This Measurement & Verification Plan (“M&V Plan”) is prepared for Independent School District No. 30 of Washington County, Oklahoma, a/k/a Bartlesville Public Schools (the “Organization”) by Cenergistic and is agreed to by the parties as the M&V plan in accordance with the protocols of the International Performance Measurement and Verification Protocol (“IPMVP”) for the energy program delivered by Cenergistic pursuant to the contract between Cenergistic and the Organization with a Start Date of \_\_\_\_\_ (the “Contract”).

This M&V Plan is prepared in accordance with Section 7 of IPMVP Core Concepts (EVO 10000-1:2016).

The IPMVP guideline, developed and maintained by the nonprofit Efficiency Valuation Organization (see [www.EVO-World.org](http://www.EVO-World.org)), is the most current and widely-recognized guideline promulgated by a non-profit and impartial source. The IPMVP is the product of an international consortium of volunteers working together to promote standardized methods for the correct valuation of energy efficiencies.

IPMVP includes guidance for many types of energy management initiatives and circumstances; not all guidance is applicable in all cases. The purpose of this M&V Plan is to document how the M&V guidance contained within IPMVP will be specifically applied to this Contract. In cases of variance between specific provisions of IPMVP and this M&V Plan, this Plan takes precedence.

- 1. Facility and Project Overview** Cenergistic energy programs are people driven programs that include multiple facilities and conservation steps. The program scope and list of measures are described within the Contract.
- 2. ECM Intent** The energy conservation measures (“ECMs”) reduce electricity, gas, water and other energy usage and cost, depending on the specific facility. Many varied ECMs will be used to achieve the savings. The expected savings will be an amount in excess of the cost of the program in accordance with the Savings Guarantee. ECMs will be operational in nature (not equipment, facility or hardware retrofits) and are generally categorized as turning off energy-using systems when not necessary, setting back energy-using systems when possible, and improving efficiency of energy-using systems when in use. Space conditions, during both occupied and unoccupied periods, will change as necessary to comply with the Organization’s published energy policy and administration guidelines.
- 3. Selected IPMVP Option and Measurement Boundary** IPMVP Option C (Whole Facility) will be used for savings determination because it is the most appropriate M&V method for total facility energy reduction when all energy-using systems are affected and ECMs cannot be isolated, submetered or simulated by computer model. Option C was also chosen because many ECMs will be involved, and some of them cannot be directly measured. Utility meters for electricity, gas, water and sewer will be included in the savings M&V for the Organization. Together, these meters will account for all energy use by each facility. The total savings is the sum of savings for each facility. The measurement boundary includes all facilities and infrastructure owned and leased by the Organization. In the event metering equipment is determined to be unreliable, unavailable, or does not measure the effect of the ECM, Option A (Retrofit-isolation: Key Parameter Measurement), Option B (Retrofit Isolation: All Parameter Measurement) or Option D (Calibrated Simulation), will be used.

- 4. Baseline: Period, Energy and Conditions** Using the Third Party Software (as defined in the Contract, hereinafter “Third Party Software”), a baseline period shall be established for each meter consisting of 12 consecutive months (or 24 consecutive months when conditions warrant an expanded baseline) that precede the energy program Start Date. Normally this will be the 12 months immediately prior to Start Date, but under circumstances described in the Contract, an alternate period (up to 24 months) may be chosen.

The baseline data for each meter will be defined and available in the M&V Third Party Software upon import and preparation of the data for each meter & facility. The Third Party Software also includes static factors such as weather and building size. Included in the baseline data will be an identification of the baseline period, baseline energy consumption and demand data, other independent and relevant variable data, and other static factors (i.e. occupancy type, building information such as square footage, etc.). Other baseline data may be included and/or supplemented as agreed by the parties. Local weather data will be obtained from a nationally-recognized service.

- 5. Reporting Period** Each reporting period will be a 12 month period called a “Performance Year”. The Performance Year begins according to the terms of the Contract.
- 6. Basis for Adjustment** Energy savings are determined by comparing measured use before and after the start of Program implementation, after making appropriate adjustments for changes in conditions that are independent of the Program. Since savings are to be reported as “cost avoidance”, under reporting period conditions, the IPMVP equation for reporting period savings will be used. This method quantifies how savings in a given reporting period is determined, relative to what energy use would have been without the ECMs in place, consider routine and non-routine adjustments and is expressed as:

$$\text{Avoided Energy Use (or Savings)} = \text{Adjusted-Baseline Energy} - \text{Reporting-Period Energy} \pm \text{Non-Routine Adjustments of baseline energy to reporting-period conditions}$$

In addition, savings may be accrued due to one-time actions such as identification of utility billing errors leading to refunds, rebates, rate changes, and other measures that do not reduce energy usage but do reduce Organization’s out of pocket utility costs.

- 7. Calculation Methodology and Analysis Procedure** The Third Party Software performs the cost avoidance calculation and analysis procedure. The Third Party Software allows appropriate routine and non-routine adjustments to the baseline period, using available data to account for the following factors occurring during the reporting period that affect the energy used in facilities: number of days in the billing period, energy unit cost, and reasonably estimated energy loads added or reduced after Program implementation due to such factors as outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; facility construction/renovation; and energy management hardware retrofits installed under unrelated projects. Specific cost avoidance analysis algorithms used by the Third Party Software are extensively documented and can be furnished upon request.

The Third Party Software also allows other appropriate adjustments for a more accurate Savings calculation. If the Organization has experienced abnormal temperatures during the baseline period, a total of 36 months of billing information can be used to create a more representative statistical weather model. Savings will be determined using either calibrated simulation or by making

appropriate adjustments, as mutually agreed by the parties, in the event of any of the following: (a) the Organization's energy conservation guidelines are not substantially followed by its construction contractors or on-site management service providers, if any, (b) the District chooses not to substantially implement Cenergistic's water conservation recommendations; or, (c) there are equipment malfunctions that can negatively impact program savings.

The Third Party Software adheres to the IPMVP guidelines. IPMVP is not exhaustive in its guidance; in some situations engineering judgment must be used. Calculations are supervised by licensed Professional Engineers, Certified Measurement and Verification Professionals and Certified Energy Managers.

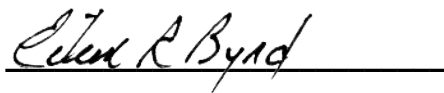
- 8. Energy Prices** Reporting of cost avoidance will value the energy use avoided at the then-current unit cost for each meter, each period. Prices will be calculated by the Third Party Software for each month. The price applied for each utility (except solar) is the realized price, based on the blended rate to the Organization for each type of energy purchased by the Organization, taking into account consumption and all charges from the utility provider. In the event solar electricity is implemented by the Organization, the parties agree to a process that recognizes net metered electric generation to exclude any solar production sold back to the grid from the reported EnergyCAP use and cost avoidance. Solar energy produced (that was consumed by the building) is tracked in EnergyCAP to allow for the total energy consumption comparisons. All savings reported in the cost avoidance reports shall be from energy purchased from the grid (metered electricity) so it will be valued at the grid average unit cost (as "average unit cost" is defined in this Contract and Measurement and Verification Plan).
- 9. Meter Specifications** Utility grade meters used for billing are the only meters used. Exception: For bulk fuel stored in tanks, manual measurements recorded by the Organization or by the provider may be used. In master-metered campus situations, submeters may be necessary for accurate identification of building by building energy usage.
- 10. Monitoring responsibilities** Energy data from utility bills will be recorded in the Third Party Software as set out in the Contract. The Third Party Software captures weather information necessary for calculating and applying adjustments. Changes to the baseline conditions, such as facility size, occupancy or equipment changes, will be documented in the Third Party Software. Responsibility for collection, entry, calculation and accuracy of the data in the Third Party Software is the responsibility of the Energy Specialist(s) under the supervision of Cenergistic.
- 11. Expected Accuracy** The accuracy of data capture of the utility billing data and entry of that data into the Third Party Software is expected to be verified 100% ( $\pm 2\%$ ) via reports that reconcile data with utility bill accounts payable to ensure the quality of the data entered, to ensure consistency with previous billing, elimination of gaps or duplicate entries, and reasonable protection against user errors in data entry. Statistical accuracy of the Third Party Software's routine weather adjustment process uses industry-standard linear regression techniques and is evaluated on a meter-by-meter basis. Data analysis does not involve sampling since the actual data, as entered into the Third Party Software, is used for any savings calculations. The accuracy of the Third Party Software's calculations has been validated empirically against the Department of Energy's ENERGY STAR program, which benchmarks buildings' performance. The calculations of the Third Party Software are consistent with ENERGY STAR results in determining increase in building energy utilization index (EUI – Energy usage per square foot per year).

- 12. Budget** The cost of M&V includes the Third Party Software cost, as defined in the Contract, plus a portion of the Energy Specialist's time. The Third Party Software cost is defined in the Contract. More time will be required early in the energy program by the Energy Specialist as the baselines are determined and the Energy Specialist becomes familiar with the Third Party Software and the process for entering data and determining savings. Once the utility bills have been entered, the baseline has been determined and the Energy Specialist has become familiar with the Third Party Software and the process, subsequently, the savings determination process and its review with operating and administrative staff is expected to require approximately 5% of an Energy Specialist's time, across all meters and facilities for the Organization.
- 13. Report Format** Cost avoidance will be calculated on a monthly basis as set out in the Contract. M&V and cost avoidance reports will be prepared and provided at least semi-annually to the Organization. Cost avoidance calculations will commence with a formal data release occurring approximately five months after the Energy Specialist is in place. Cost avoidance reports will include results from the Third Party Software and show energy as well as expenditure savings versus the baseline. Cost avoidance reports have different formats for different audiences, but in general show usage and cost for: baseline actual, baseline adjusted to reporting period conditions, reporting period actual, and calculated cost avoidance (adjusted baseline minus reporting period actual).
- 14. Quality Assurance** Cenergistic quality assurance procedures and testing principles are applied to the baseline and performance data at the beginning of each program and periodically throughout the term of the Contract. Testing includes, but is not limited to a review of the baseline for compliance with contractual terms including M&V Plan, testing of baseline data for reasonableness, accuracy and completeness, substantive sampling techniques for Third Party Software bill entry data correctness, Third Party Software settings and standard and special adjustments appropriateness and correctness.

The parties agree this M & V plan will be modified as mutually agreed to reflect changes that occur or additional data that may be obtained.

This M & V plan has been developed for Bartlesville Public Schools by the following qualified professional.

**CENERGISTIC LLC**



**Eileen Byrd**

**SENIOR VICE PRESIDENT - QUALITY ASSURANCE**

**CERTIFIED PUBLIC ACCOUNTANT (Texas State Board of Public Accountants)**

**CERTIFIED INTERNAL AUDITOR (Institute of Internal Auditors)**

**CERTIFIED QUALITY ENGINEER (American Society of Quality)**

**CERTIFIED MEASUREMENT AND VERIFICATION PROFESSIONAL (Association of Energy Engineers)**

**CERTIFIED ENERGY MANAGER (Association of Energy Engineers)**

**APPLICATION FOR TEMPORARY APPROPRIATIONS**

WHEREAS: The needs of the Board of Education of Bartlesville Public Schools, No. I-030 of Washington County, require the immediate approval of temporary appropriations for the fiscal year 2020-21:

NOW, THEREFORE, BE IT RESOLVED, that the County Excise Board of Washington County be requested to approve temporary appropriations to the extent of and not to exceed one hundred percent (100%) of the total estimated funds available to said Board as follows:

REQUESTED APPROPRIATIONS

General Fund	
Current Expense	<u>\$ 39,691,042.00</u>
Co-op Fund	
Current Expense	<u>\$ 140,000.00</u>
Building Fund	
Current Expense	<u>\$ 2,061,669.00</u>
Child Nutrition Fund	
Current Expense	<u>\$ 2,919,191.00</u>

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE BOARD OF EDUCATION  
Bartlesville Public Schools I-030  
(Name of School District) (District No.)

ATTEST: WASHINGTON COUNTY, OKLAHOMA

\_\_\_\_\_  
Clerk \_\_\_\_\_  
President

APPROVED by the Washington County Excise Board this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE COUNTY EXCISE BOARD  
WASHINGTON COUNTY, OKLAHOMA

ATTEST:

\_\_\_\_\_  
County Clerk \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member \_\_\_\_\_  
Member



## **E-Rate Board Resolution**

**We have completed your E-Rate Application(s) for the 2020-21 funding year.**

**The final requirement is approval by your Board to pay your share of the requested services subject to E-Rate funding and receipt of services.**

**Include the FOLLOWING WORDING on your next board agenda:**

Vote to approve or disapprove Resolution for Schools and Libraries Universal Services (E-Rate) for 2020-21. This resolution authorizes filing of the Form 471 applications for funding year 2020-21 and the payment of the applicant's share upon approval of funding and receipt of services.

**RETURN TO KELLOGG & SOVEREIGN:**

1. The approved E-Rate Board Resolution
2. INCLUDE the Board Agenda
3. AND the Approved Minutes (when available).

Send all documents once your minutes have been approved.

Contact your account manager if you have any questions: 580-332-1444

# RESOLUTION

Be it resolved that the governing board for BARTLESVILLE SCHOOL DISTRICT

1. Authorizes the filing of FCC Form 471, Schools and Libraries Universal Service Program Services Ordered and Certification Form for the services and/or products as detailed in the attached report, "E-Rate Requests, FY 2020", for the fiscal year 07/01/2020-06/30/2021.
2. Authorizes payment of the applicant's share subject to the following conditions:
  - (1) approval of funding of the discounted portion by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) and
  - (2) receipt of services during the fiscal year 07/01/2020-06/30/2021.

Application #	Pre-Discount Amount	E-Rate Amount	Applicant's Share
201020142	\$202,139.04	\$161,711.24	\$40,427.80
201029392	\$52,046.30	\$41,637.04	\$10,409.26
Totals	\$254,185.34	\$203,348.28	\$50,837.06

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

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

# E-Rate Requests, FY 2020 (07/01/2020-06/30/2021)

**Applicant Name:** BARTLESVILLE SCHOOL DISTRICT

**Billed Entity #:** 140038

471 App #	FRN	Service Provider	SPIN	Category	Pre-Disc Amount	Disc	Requested Amount	Applicant Share
201020142	2099028167	Unite Private Networks, LLC	143029868	Data Transmission And/or Internet Access	155,227.92	80%	124,182.34	31,045.58
	2099028196	AT&T Corp.	143001192	Data Transmission And/or Internet Access	46,911.12	80%	37,528.90	9,382.22

Totals for 471 App # 201020142:      202,139.04      161,711.24      40,427.80

471 App #	FRN	Service Provider	SPIN	Category	Pre-Disc Amount	Disc	Requested Amount	Applicant Share
201029392	2099049183	Chickasaw Telecom, Inc.	143028698	Internal Connections	43,961.30	80%	35,169.04	8,792.26
	2099049322	Chickasaw Telecom, Inc.	143028698	Basic Maintenance Of Internal Connection	8,085.00	80%	6,468.00	1,617.00

Totals for 471 App # 201029392:      52,046.30      41,637.04      10,409.26

Totals for Billed Entity # 140038:      254,185.34      203,348.28      50,837.06



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## STATUTORY WAIVER/DEREGULATION APPLICATION INSTRUCTIONS

(Oklahoma Deregulation Act, 70 O.S. § 3-124, et seq.)

### Accreditation Standards Division

2500 North Lincoln Boulevard, Suite 210 • Oklahoma City, Oklahoma 73105-4599

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Statutory Waivers/Deregulations for the next year will be accepted from April 1 through October 1, with the following exceptions:

- Resignation of staff causing changes in library media service requirements after October 1.

Other waivers/deregulations such as teachers attending school to obtain library media specialist certificates, alternative school abbreviated days, and waivers of alternative school coop agreements, should all be decided and applied for by October 1st of the current school year.

(For submission of a Statutory Waiver/Deregulation after October 1, call Accreditation, (405) 521-3335.)

**NOTE: Beginning July 1, 2018, waivers and deregulations can be requested for three years.** (Library Media Specialist Certificate Exemption must provide proof of enrollment for the applicant every year. Library Media Services must provide a schedule of operation every year.)

If you need technical assistance, please discuss the application with the Accreditation Division, (405) 521-3335.

### Preparing the Statutory Waiver/Deregulation

- 1 **Submit a cover letter on school letterhead**, with the superintendent's signature, with a brief explanation of the request for a statutory waiver/deregulation.
- 2 Complete entire cover page.
  - Original signatures of the Superintendent, Principals, Board President and notary with a stamp/seal are required.
  - Cite the statute/OAC number in Title 70 or the Oklahoma Administrative Code to be waived (See below).
  - **The questionnaire following the cover sheet must be answered in order to process the application.**
  - **For Library Media Specialist** (teacher obtaining their LMS degree & certification), the teacher affected must include a letter of their intent to obtain the degree/certificate and proof of their enrollment in classes at a qualified university/college for the area of study.
  - **For adjunct teacher waivers:** Application must include board minutes approving the teacher as an adjunct (For those teaching more than three hours per day, 270 hours per semester).
  - **For abbreviated day deregulation:** Application must include a schedule of hours of instruction and numbers of days taught per week.
  - **For library media services deregulation:** Application must include a schedule of operation for the library, hours the library is open and a list of who is scheduled to cover those hours.

3 A Statutory Waiver/Deregulation can be requested for the following statutes and Oklahoma Administrative Codes:

### **STATUTORY WAIVERS**

- 70 O.S. § 1-112 - **Saturday School**
- 70 O.S. § 6-122.3 - **Adjunct Teachers** - teaching for more than three hours a day or 270 clock hours per semester.
- 70 O.S. § 3-126 - **Library Media Specialist/waive certification only** - teacher attending college/university to obtain Library Media Specialist certification.
- 70 O.S. § 1210.568 - **COOP Agreement** - When a public school wants to serve fewer than 10 students in the alt ed program instead of COOPing with other districts.

**NOTE: Statute 70 O.S. § 1-111 - Two Instructional Days in a 24 Hour Period (Parent Teacher Conference) and 70 O.S. § 1-109 - Extended/Flexible Day no longer requires a statutory waiver.**

### **DEREGULATIONS**

- OAC 210:35-5-71 - **Library Media Services Elementary School** - School is changing the standard of library services for their size school.
- OAC 210:35-7-61 - **Library Media Services Middle School** - School is changing the standard of library services for their size school.
- OAC 210:35-9-71 - **Library Media Services Secondary School** - School is changing the standard of library services for their size school.
- OAC 210:35-29-2 - **Abbreviated Day Alternative Education** - Use both citations for an alternative school to operate with abbreviated hours, less than four hours and 12 minutes of instruction per day, five days a week, or 756 hours per year.
- OAC 210:35-3-46 - **Superintendent, Elementary & Secondary Principal certificate** - serve as High School and Elementary School Principal with a school enrollment more than 500 (requires a dereg.)

**NOTE: OAC 210:35-5-42 & 210:35-9-43 - Planning Period Deregulations, no longer requires a deregulation.**

In addition, the ***School District Empowerment Program***, 70 O.S. § 3-129.11, allows a local school district to request to the State Board of Education an exemption from all statutory requirements and State Board of Education rules from which charter schools are currently exempt.

# SCHOOL SITE STATUTORY WAIVER/DEREGULATION APPLICATION

## for 20 20 - 20 23 school year

Washington

COUNTY

Bartlesville

SCHOOL DISTRICT

1100 S Jennings

SCHOOL DISTRICT MAILING ADDRESS

Bartlesville

CITY

74003

ZIP CODE

Bartlesville High School

NAME OF SITE

*L. Chancellor*

PRINCIPAL SIGNATURE\*

5-11-2020

DATE

PRINCIPAL SIGNATURE\*

DATE

PRINCIPAL SIGNATURE\*

DATE

Chuck McCauley

SUPERINTENDENT NAME (PLEASE PRINT)

McCauleyCR@bps-ok.org

SUPERINTENDENT E-MAIL ADDRESS

SUPERINTENDENT SIGNATURE\*

DATE

I hereby certify that this waiver/deregulation application was approved by our local board of education at the meeting on \_\_\_\_\_, 20\_\_\_\_

BOARD PRESIDENT SIGNATURE\*

**NOTARY SEAL →**

NOTARY

DATE

COMMISSION EXPIRATION DATE

**Statute/Oklahoma Administrative Code to be Waived:**

(specify statute or OAC (deregulation) number: (see instructions))

\*Original signatures are required. The attached questionnaire must be answered to process.\*\*

### THE WAIVER/DEREGULATION IS REQUESTED FOR:

\_\_\_\_\_ One Year Only

Three Years\*

\*Please see instruction page for additional requirements for a three year request

### SDE USE ONLY

PROJECT YEARS

\_\_\_\_\_ of \_\_\_\_\_

#### ENROLLMENT

\_\_\_\_\_ High School

\_\_\_\_\_ Jr./Middle High

\_\_\_\_\_ Elementary

0 District Total

DATE RECEIVED

**70 O.S.** \_\_\_\_\_

OAC \_\_\_\_\_

NAME OF WAIVER

**A. Reason for the waiver/deregulation request (be specific).**

The OAC to be waived is OAC 210:35-3-46 and OAC 210:35-29-2. Bartlesville High School Alternative Academy is requesting approval of deregulation from the 4 hours 12 minutes of instruction per day, 5 days a week to 6 hours of instruction per day, 4 days each week (Monday through Thursday). Friday will be attended on an as needed basis for 3 hours.

**B. List alternate strategies/plans which the district/site proposes, and how this plan will best serve the students of your district, i.e., a description of the educational benefits to the students and learning achievement.**

Our alternative program is structured to allow flexibility and offer options to our students. The modified instructional day offers an immediate positive reward to at-risk students who are attending regularly and maintaining passing grades. The converse side, students who need additional time to complete work or need to make up time missed during the regular week attend school on Friday mornings and are able to receive more targeted support. The goal is to decrease the number of dropouts from the alternative program resulting in an increase in our graduation rate.

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

- Increase daily attendance rate.
- Increase student course completion.
- Increase graduation rate.
- Decrease number of students not receiving credit for courses because of poor attendance.
- Decrease number of students dropped for lack of attendance.
- Decrease number of students dropped for homeschool.

**D. Timeline: Please submit class schedule, calendars, assessment forms and other attachments as necessary, or described in instructions.**

A waiver/deregulation can be granted for up to 3 years. (Please see instructions for additional requirements)

See attached class schedule, Friday schedule, and district calendars.

**E. Any financial impact to the District (positive or negative) for the proposed waiver/deregulation.**

There will be no new financial impact to the district for the proposed deregulation. We will continue to utilize the current instructional and curricular resources including online course offerings.

**F. Describe method of assessment or evaluation of effectiveness of the plan.**

- Track student grades weekly through eligibility.
- Track student attendance data by quarter.
- Track student withdraw data.
- Track student's not receiving course credit because of poor attendance.



BARTLESVILLE PUBLIC SCHOOLS

---

**Chuck McCauley**  
Superintendent  
1100 Jennings Drive  
Bartlesville, OK 74003  
918-336-8600  
**McCauleyCR@bps-ok.org**

May 7, 2020

Oklahoma State Department of Education  
Accreditation Standards Division  
2500 North Lincoln Blvd., Suite 210  
Oklahoma City, Oklahoma 73105-4599

RE: Deregulation for an Abbreviated School Day for Alternative Education

Bartlesville High School Alternative Academy is requesting approval for deregulation of OAC 210:35-29-2 and OAC 210:35-3-46 "Abbreviated school day". The statute states the school day for an approved alternative education program by the State Board of Education will consist of not less than four (4) hours and 12 minutes per day, five days a week.

BHS Alternative Academy is requesting deregulation to approve alternative means of providing instruction as follows:

Instructional day will be four days a week, six hours each day. Friday will be attended on an as needed basis for three hours.

Additional information regarding this request is provided in the attached deregulation application.

\_\_\_\_\_  
Signature, Superintendent: Mr. Chuck McCauley

Date\_\_\_\_\_

### Bruin Academy Bell Schedule M - Th

1st Period	8:00 - 8:52
2nd Period	8:56 - 9:43
3rd Period	9:46 - 10:37
Break	10:37 - 10:47
4th period	10:47 - 11:34
5th period	11:37 - 12:24
Lunch	12:24 - 12:54
6th Period	12:54 - 1:32
7th Period	1:34 - 2:11
8th Period	2:13 - 2:50

### Bruin Academy Schedule Friday

Students attend Friday's 8:00 - 11:00 a.m. on an as needed basis for tutoring or credit recovery.



# Bartlesville Public School District

## 2020-21 Academic Year Calendar



S M T W T F S

August 2020						
						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

Aug.	September 2020					
30	31	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 2020						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
	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		

### Important Dates

Staff Orientation.....	Aug. 10-12
First Day of School.....	Aug. 13
Labor Day.....	Sept. 7
End of 1st Qtr (41 days).....	Oct. 9
Fall Break.....	Oct. 15-16
Elem. Parent/Teacher Conf.....	Oct. 23
Thanksgiving Break.....	Nov. 23-27
End of 2nd Qtr (43 days).....	Dec. 18
Winter Break.....	Dec. 21-Jan. 1
Classes Resume.....	Jan. 4
Professional In-Service Day.....	Jan. 18
Professional In-Service Day.....	Feb. 15
End of 3rd Qtr (43 days).....	March 5
PK-12th Parent/Teacher Conf.....	March 12
Spring Break.....	March 15-19
Classes Resume.....	March 22
No School.....	April 2
End of 4th Qtr (47 days).....	May 20
School Commencement.....	May 21
Professional In-Service Day.....	May 21

**Note: If Inclement Weather days are utilized, the certified employees will be scheduled to match the days missed.**

S M T W T F S

January 2021						
						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						

Jan.	February 2021					
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2021						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2021						
						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						

### Symbol Chart

Non-School Day	□	Professional In-Service Day	◡
Parent-Teacher Conference	○	End of Nine-Week Period	☆
First/Last Day of Semesters	△		

(Approved by the Bartlesville Board of Education on June 17, 2019)



# Bartlesville Public School District

## 2021-22 Academic Year Calendar



S M T W T F S

August 2021						
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 2021						
		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 2021						
				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

Oct.	November 2021					
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
	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	

### Important Dates

Staff Orientation.....	Aug. 9-11
First Day of School.....	Aug. 12
Labor Day.....	Sept. 6
End of 1st Qtr (41 days).....	Oct. 8
Fall Break.....	Oct. 14-15
Elem. Parent/Teacher Conf.....	Oct. 22
Thanksgiving Break.....	Nov. 22-26
End of 2nd Qtr (43 days).....	Dec. 17
Winter Break.....	Dec. 20-Jan. 2
Classes Resume.....	Jan. 3
Professional In-Service Day.....	Jan. 17
Professional In-Service Day.....	Feb. 21
End of 3rd Qtr (43 days).....	March 4
PK-12th Parent/Teacher Conf.....	March 11
Spring Break.....	March 14-18
Classes Resume.....	March 21
No School.....	April 15
End of 4th Qtr (47 days).....	May 19
School Commencement.....	May 20
Professional In-Service Day.....	May 20

**Note: If Inclement Weather days are utilized, the certified employees will be scheduled to match the days missed.**

S M T W T F S

January 2022						
						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

Jan.	February 2022					
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
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				

### Symbol Chart

Non-School Day	□	Professional In-Service Day	◡
Parent-Teacher Conference	○	End of Nine-Week Period	☆
First/Last Day of Semesters	△		

(Approved by the Bartlesville Board of Education on 1/20/2020)

**Record of Bids**

**ISD No. 30, Washington County, Oklahoma (Bartlesville BOE)**

**\$2,660,000**

**Combined Purpose General Obligation Bonds, Series 2020A**

**Dated:** June 1, 2020

**Sale Date:** 05/18/2020; 11:00 A.M.

**Rating:** A+/Stable (S&P)

**BQ:** Yes

**LO:** The Public Finance Law Group PLLC

**PA:** BOKF, NA, Tulsa, Oklahoma

		<b>BIDDER</b>			
<b>Maturity June 1</b>	<b>Principal</b>	<b>BOK Financial Securities</b>	<b>Robert W. Baird &amp; Co., Inc.</b>	<b>Country Club Bank</b>	<b>The Baker Group</b>
2022	665,000	1.100%	1.250%	1.250%	2.000%
2023	665,000	1.100%	1.250%	1.250%	1.000%
2024	665,000	1.000%	1.250%	1.250%	1.050%
2025	665,000	1.200%	2.000%	1.000%	1.100%
Total	2,660,000				
Gross Interest Cost		103,075.00	141,312.50	108,062.50	111,055.00
Less Premium, if any		-	(36,142.75)	(2,334.15)	(1,229.72)
Net Interest Cost		103,075.00	105,169.75	105,728.35	109,825.28
<b>True Interest Cost (TIC)</b>		<b>1.106062%</b>	<b>1.117289%</b>	<b>1.134617%</b>	<b>1.179513%</b>

**MINUTES OF SALE OF 2020A BONDS**

PURSUANT TO NOTICE GIVEN UNDER THE OPEN MEETING ACT, THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, STATE OF OKLAHOMA (THE “SCHOOL DISTRICT”), MET IN SPECIAL VIRTUAL SESSION ON THE 18<sup>TH</sup> DAY OF MAY, 2020, AT 5:30 P.M.

PRESENT:

ABSENT:

Notice of this special virtual meeting was given in writing to the County Clerk of Washington County, Oklahoma at \_\_\_\_\_.m. on the \_\_\_\_ day of May, 2020, and public notice of this virtual meeting, setting forth the date, time, place and agenda was posted on the School District’s website (<http://www.bps-ok.org/>) at \_\_\_\_\_ o’clock \_\_.m. on the \_\_\_\_ day of May, 2020, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Notice of said meeting and agenda have also been posted on the School District’s website in accordance with Title 74, Oklahoma Statutes 2011, Section 3106.2.

(OTHER PROCEEDINGS)

It appearing that due and legal notice had been given that said School District would offer for sale on this date and at this hour and at this place its \$2,660,000 of Combined Purpose General Obligation Bonds, Series 2020A dated June 1, 2020 (the “Bonds”), maturing \$665,000 in two years from their date and \$665,000 annually each year thereafter until paid. The Board of Education proceeded to consider the bids received for the purchase of said Bonds. The following bids were received and considered by the Board of Education:

Bidders	True Interest Cost	Net Interest Cost	Premium

The Board required each bidder to submit with his bid a sum in cash or its equivalent, equal to two percent (2%) of his bid and after due consideration of all bids received by the Board, a motion was made by \_\_\_\_\_ that the Bonds be awarded, sold and delivered to \_\_\_\_\_, upon fulfillment of the terms as set out in said contract and bid for the purchase of said Bonds. Said motion was seconded by \_\_\_\_\_ and was adopted by the following vote:

AYE:

NAY:

---

President, Board of Education

ATTEST:

---

Clerk, Board of Education

(SEAL)

STATE OF OKLAHOMA            )  
  )  
COUNTY OF WASHINGTON        )

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 30 of Washington County, Oklahoma, hereby certify that the foregoing is a true and complete copy of the transcript of proceedings of said Board at a special meeting thereof duly held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the notice of special virtual meeting of the governing body of Independent School District Number 30 of Washington County, Oklahoma having been given in writing to the County Clerk of Washington County, Oklahoma, at \_\_\_\_\_.m. on the \_\_\_\_ day of May, 2020, and public notice of this virtual meeting, setting forth the date, time, place and agenda was posted on the School District’s website (<http://www.bps-ok.org/>) at \_\_\_\_\_ o’clock \_\_\_\_\_.m. on the \_\_\_\_\_ day of May, 2020, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Notice of said meeting and agenda have also been posted on the School District’s website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

WITNESS my hand and seal this 18<sup>th</sup> day of May, 2020.

(SEAL)

\_\_\_\_\_  
Clerk, Board of Education

**MINUTES AND RESOLUTION AUTHORIZING ISSUANCE OF 2020A BONDS**

PURSUANT TO NOTICE GIVEN UNDER THE OPEN MEETING ACT, THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, STATE OF OKLAHOMA (THE "SCHOOL DISTRICT"), MET IN SPECIAL VIRTUAL SESSION ON THE 18<sup>TH</sup> DAY OF MAY, 2020, AT 5:30 P.M.

PRESENT:

ABSENT:

Notice of this special virtual meeting was given in writing to the County Clerk of Washington County, Oklahoma at \_\_\_\_\_.m. on the \_\_\_\_ day of May, 2020, and public notice of this virtual meeting, setting forth the date, time, place and agenda was posted on the School District's website (<http://www.bps-ok.org/>) at \_\_\_\_\_ o'clock \_\_.m. on the \_\_\_\_ day of May, 2020, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Notice of said meeting and agenda have also been posted on the School District's website in accordance with Title 74, Oklahoma Statutes 2011, Section 3106.2.

(OTHER PROCEEDINGS)

Thereupon, the President introduced a Resolution, which was read by title by the Clerk and upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, said Resolution was adopted by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the President or Vice President, attested by the Clerk or Deputy Clerk, sealed with the seal of said School District and is as follows:

[Resolution Begins on Next Page]

## RESOLUTION

A RESOLUTION PROVIDING FOR THE ISSUANCE OF COMBINED PURPOSE GENERAL OBLIGATION BONDS, SERIES 2020A IN THE SUM OF \$2,660,000 BY INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, OKLAHOMA, AUTHORIZED AT ELECTIONS DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; ESTABLISHING THE DISTRICT'S REASONABLE EXPECTATION WITH RESPECT TO ISSUANCE OF TAX-EXEMPT OBLIGATIONS FOR CALENDAR YEAR 2020 AND DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AND AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS.

WHEREAS, on the 27<sup>th</sup> day of June, 2013, pursuant to notice duly given, an election was held in Independent School District Number 30 of Washington County, Oklahoma, for the purpose of submitting to the registered qualified electors of such School District as Proposition No. 1, the question of the issuance of the general obligation bonds of said School District, in the sum of \$36,720,000 to provide funds for the purpose of acquiring or improving school sites, constructing, repairing, remodeling and equipping buildings, and acquiring school furniture, fixtures, and equipment, as authorized by Section 26, Article X, of the Oklahoma Constitution, to include constructing and equipping a 9<sup>th</sup> Grade Center and additional classrooms at the High School to accommodate moving 9<sup>th</sup> and 10<sup>th</sup> grade students to the high school site, constructing and equipping a Science Wing addition at the high school site, replacing chillers at the High School, renovating and equipping four story portion of Central Middle School, renovating and equipping cafeteria building at Central Middle School, constructing and equipping gymnasium addition at Central Middle School, renovating and equipping Mid-High School (New Madison) including classroom air conditioning and science room upgrades, safety and security upgrades district wide, Technology upgrades at Mid-High, Central Middle School and High School, new furniture for schools district wide, or in the alternative to acquire a portion of such property pursuant to a lease purchase arrangement (the "2013 Building and Equipment Bonds"); and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered qualified electors of said School District 5,817 votes, of which 4,438 were in favor of and 1,379 were against the issuance of said 2013 Building and Equipment Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition No. 1 cast their ballots in favor of the issuance of said 2013 Building and Equipment Bonds and the issuance thereof has been duly authorized; and

WHEREAS, the Board of Education of the School District previously issued \$4,185,000 of 2013 Building and Equipment Bonds as part of its \$4,185,000 Building Bonds, Series 2013B dated December 1, 2013; and

WHEREAS, the Board of Education of the School District previously issued \$800,000 of 2013 Building and Equipment Bonds as part of its \$800,000 Building Bonds, Series 2014B dated June 1, 2014; and

WHEREAS, the Board of Education of the School District previously issued \$6,525,000 of 2013 Building and Equipment Bonds as part of its \$6,525,000 Building Bonds, Series 2015 dated June 1, 2015; and

WHEREAS, the Board of Education of the School District previously issued \$14,150,000 of Building and Equipment Bonds as part of its \$15,500,000 Combined Purpose General Obligation Bonds, Series 2018 dated June 1, 2018; and

WHEREAS, the Board of Education of the School District previously issued \$10,500,000 of Building and Equipment Bonds as part of its \$10,500,000 General Obligation Building Bonds, Series 2019 dated June 1, 2019; and

WHEREAS, there is currently authorized, yet unissued, \$560,000 of 2013 Building and Equipment Bonds (Proposition No. 1); and

WHEREAS, it is deemed advisable by the Board of Education of said School District at this time to issue an aggregate principal amount of \$560,000 of 2013 Building and Equipment Bonds (Proposition No. 1) to finance a portion of the 2013 Building and Equipment Bond projects; and

WHEREAS, on the 23<sup>rd</sup> day of August, 2016, pursuant to notice duly given, an election was held in Independent School District Number 30 of Washington County, Oklahoma, for the purpose of submitting to the registered qualified electors of such School District as Proposition No. 1, the question of the issuance of the general obligation bonds of said School District, in the sum of \$17,450,000 to provide funds for the purpose of constructing, equipping, repairing and remodeling school buildings, acquiring school furniture, fixtures, and equipment and acquiring and improving school sites; or in the alternative to acquire a portion of such property pursuant to a lease purchase arrangement (the “2016 Building and Equipment Bonds”); and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered qualified electors of said School District 5,857 votes, of which 4,081 were in favor of and 1,776 were against the issuance of said 2016 Building and Equipment Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition No. 1 cast their ballots in favor of the issuance of said 2016 Building and Equipment Bonds and the issuance thereof has been duly authorized; and

WHEREAS, on the 23<sup>rd</sup> day of August, 2016, pursuant to notice duly given, an election was held in Independent School District Number 30 of Washington County, Oklahoma, for the

purpose of submitting to the registered qualified electors of such School District as Proposition No. 2, the question of the issuance of the general obligation bonds of said School District, in the sum of \$1,950,000 to provide funds for the purpose of acquiring transportation equipment; or in the alternative to acquire a portion of such property pursuant to a lease purchase arrangement (the “2016 Transportation Equipment Bonds”); and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 2 by the registered qualified electors of said School District 5,869 votes, of which 4,259 were in favor of and 1,610 were against the issuance of said 2016 Transportation Equipment Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition No. 2 cast their ballots in favor of the issuance of said 2016 Transportation Equipment Bonds and the issuance thereof has been duly authorized; and

WHEREAS, the Board of Education of the School District previously issued \$2,020,000 of 2016 Building and Equipment Bonds as part of its \$2,020,000 Building Bonds, Series 2016D dated November 1, 2016; and

WHEREAS, the Board of Education of the School District previously issued \$1,350,000 of 2016 Building and Equipment Bonds as part of its \$15,500,000 Combined Purpose General Obligation Bonds, Series 2018 dated June 1, 2018; and

WHEREAS, there is currently authorized, yet unissued, \$14,080,000 of 2016 Building and Equipment Bonds (Proposition No. 1); and

WHEREAS, there is currently authorized, yet unissued, \$1,950,000 of 2016 Transportation Equipment Bonds (Proposition No. 2); and

WHEREAS, it is deemed advisable by the Board of Education of said School District at this time to issue an aggregate principal amount of \$2,100,000 of 2016 Building and Equipment Bonds (Proposition No. 1) to finance a portion of the 2016 Building and Equipment Bond projects; and

WHEREAS, it is deemed advisable by the Board of Education of said School District to issue all of said bonds as a combined issue of bonds as authorized by Title 62, Oklahoma Statutes 2011, Sections 353 and 354, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, OKLAHOMA:

SECTION 1. That pursuant to Title 62, Oklahoma Statutes 2011, Sections 353 and 354, as amended, with respect to the September 10, 2013, election authorization, the \$560,000 2013 Building and Equipment Bonds, as referenced above, and in addition, with respect to the August 23, 2016 election authorization, the \$2,100,000 2016 Building and Equipment Bonds, as referenced above, are hereby combined for purposes of sale and ordered and directed to be issued in accordance with the form as hereinafter set out, in the aggregate amount of Two Million Six Hundred

Sixty Thousand Dollars (\$2,660,000) which said Bonds shall be designated “Combined Purpose General Obligation Bonds, Series 2020A”, shall be dated June 1, 2020, and shall become due and payable and bear interest from their date until paid as follows:

\$665,000 maturing on June 1, 2022 at \_\_\_% percent  
\$665,000 maturing on June 1, 2023 at \_\_\_% percent  
\$665,000 maturing on June 1, 2024 at \_\_\_% percent  
\$665,000 maturing on June 1, 2025 at \_\_\_% percent

Such interest payable semi-annually on the 1<sup>st</sup> day of June and December of each year, commencing on the 1<sup>st</sup> day of June, 2021. The Bonds are issuable as registered Bonds in denominations of \$1,000.00 or integral multiples thereof, provided when a book entry system is utilized, the Bonds may be represented by one Bond for each maturity of Bonds.

SECTION 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF OKLAHOMA

INDEPENDENT SCHOOL DISTRICT NO. 30  
OF WASHINGTON COUNTY, OKLAHOMA

COMBINED PURPOSE GENERAL OBLIGATION BOND, SERIES 2020A

NO. \_\_\_\_\_ \$ \_\_\_\_\_

INTEREST RATE: \_\_\_\_\_%      MATURITY DATE: June 1, 20\_\_      DATED DATE: June 1, 2020      CUSIP: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That Independent School District Number 30 of Washington County, Oklahoma, a body corporate, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

\_\_\_\_\_ or registered assigns (hereinafter called the "Registered Holder"), for the bond number set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the first day of June and the first day of December, respectively, in each year, beginning June 1, 2021.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, Oklahoma City, Oklahoma, as Paying Agent/Registrar (herein called the "Bank") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Bank.

THE FULL FAITH, CREDIT, AND RESOURCES of said District are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest and denomination, totaling the principal sum of Two Million Six Hundred Sixty Thousand Dollars (\$2,660,000) and is issued for the purpose of (i) acquiring or improving school sites, constructing, repairing, remodeling and equipping buildings, and acquiring school furniture, fixtures, and equipment (\$560,000), as described in a Resolution calling the election held on September 10, 2013, approved by the Board of Education of the District on June 27, 2013, and (ii) constructing, equipping, repairing and remodeling school buildings, acquiring school furniture, fixtures, and equipment and acquiring and improving school sites (\$2,100,000), as described in a Resolution calling the election held on August 23, 2016, approved by the Board of Education of the District on June 7, 2016, all within and for the benefit of the School District under Section 26, Article 10, of the Oklahoma Constitution, and Title 70, Article XV, Oklahoma Statutes 2011, and other statutes of the State supplementary and amendatory thereto.

The Bonds are not subject to optional redemption prior to maturity.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Bank as the Registrar of the School District on the Registration Record. This Bond shall be transferable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bank, duly executed by the Registered Holder hereof or his/her attorney duly authorized in writing, and such transfer is registered on the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15<sup>th</sup>) day preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

The Registered Holder of this Bond, upon request in writing pursuant to the book-entry-only system or if no longer in effect by surrender of this Bond to the Registrar prior to payment of the entire amount of principal hereof, shall be entitled to be issued, in exchange for this Bond, Bonds in aggregate principal amount equal to the unpaid principal of this Bond in registered Bonds identical herewith except as to respective denominations, in denominations of \$1,000.00 or integral multiples thereof except one denomination may be in such amount as needed to complete the issue.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of said School District, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, said School District has caused this Bond to be signed by the manual or facsimile signature of the President of the Board of Education, attested by the manual or facsimile signature of the Clerk and sealed with a manual or facsimile seal of the School District this 1<sup>st</sup> day of June, 2020.

(SEAL)

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Clerk, Board of Education

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds of the issue described in the Transcript of Proceedings prepared for this Bond issue, and is one of the Combined Purpose General Obligation Bonds, Series 2020A of Independent School District Number 30 of Washington County, Oklahoma.

Date of Registration  
and Authentication

BOKF, NA

\_\_\_\_\_

\_\_\_\_\_

STATE OF OKLAHOMA            )  
  )SS  
COUNTIES OF WASHINGTON    )  
  OSAGE                            )

Authorized Officer

We, the undersigned, District Attorneys and County Clerks, respectively, of said Counties, in said State, in which the within named District is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named District pursuant to law, and that the entire issue of said Bonds is within the debt limit imposed upon said District by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seal of said Counties this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Clerk, Washington County

\_\_\_\_\_  
District Attorney, District Number 11

\_\_\_\_\_  
County Clerk, Osage County

\_\_\_\_\_  
District Attorney, District Number 10

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

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

\_\_\_\_\_  
Signature guaranteed by:

In the presence of:

\_\_\_\_\_

\_\_\_\_\_



SECTION 3. That each of said Bonds shall be signed by the manual or facsimile signature of the President of the Board of Education, have the corporate seal of said School District affixed thereto in manual or facsimile form, and be attested by the manual or facsimile signature of the Clerk of the Board of Education; that said officers are hereby authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said Board; have the same registered by the Treasurer of said School District, endorsed by the District Attorney(s) and County Clerk(s) and presented to the Attorney General, *Ex Officio* Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issuance, for his/her approval and endorsement; that thereafter said Bonds shall be delivered to the purchasers, upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in two separate special funds designated 2013 Building and Equipment Project Account and 2016 Building and Equipment Project Account (or names of similar import), with respective deposits to the Accounts for such purposes in the amounts of \$560,000 and \$2,100,000, less pro rata portions of the costs of issuance, and with said proceeds to be used solely for the purpose of providing funds for the purposes set out in the Bond in Section 2 hereof. The School District certifies and covenants that the proceeds of the Bonds will be used to acquire tangible property under Article 10, Section 26 of the Oklahoma Constitution, and that none of the proceeds of the Bonds described herein will be used to pay interest on any lease, lease-purchase contract, lease purchase installments or other obligations, nor will Bond proceeds be used in violation of applicable provisions of the Oklahoma Constitution and laws. The contracts attached hereto between the School District and the Financial Advisor, Bond Counsel, Disclosure Counsel and Paying Agent Bank, respectively, are hereby ratified and confirmed for fiscal year 2019/2020.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Paying Agent/Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Paying Agent/Registrar shall cause additional registered Bonds to be prepared, at the expense of the School District. The School District covenants that upon request of the Paying Agent/Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the School District.

SECTION 5. The Paying Agent/Registrar for all registered Bonds issued pursuant to this Resolution shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Paying Agent/Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Paying Agent/Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferrable only upon delivery of such Bonds to the Paying Agent/Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar, executed by the Registered Holder thereof or his/her attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment of such Bonds is exhausted such Registered Bonds delivered to the

Paying Agent/Registrar for registration of transfer shall be canceled by the Paying Agent/Registrar on the face thereof and the Paying Agent/Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$1,000.00 or integral multiples thereof except one Bond may be in an amount so as to complete the issue. The Paying Agent/Registrar shall not be obligated to make such transfer after the fifteenth (15th) day preceding any interest payment date until after said latter date. The Record Date for the Bonds shall be the 15th day, whether or not such is a business day, of the calendar month preceding each interest payment date on the Bonds.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes, Section 582(13)(b), whereby books shall be maintained on behalf of the School District by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds, which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the President and Clerk (or in their absence or incapacity, the Vice-President and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning in the year 2020, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said School District in addition to all other taxes, said sinking fund to be designated "Combined Purpose General Obligation Bonds, Series 2020A Sinking Fund." Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with all interest collected on same shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

SECTION 8. The Continuing Disclosure Agreement and Official Statement, forms of which are provided herewith and incorporated herein by reference, are hereby approved and the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the President or Vice President is authorized to sign the Official Statement for and on behalf of the School District.

A Continuing Disclosure Agreement, as a material inducement to the Purchaser(s) of the Bonds, in substantially the form of the draft thereof presented at the meeting at which this Resolution is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively). The School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the School District to comply with the Continuing Disclosure Agreement shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate,

including seeking mandate or specific performance by court order, to cause the School District to comply with its obligations under this Section. “Continuing Disclosure Agreement” shall mean that certain Continuing Disclosure Agreement executed by the School District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

The School District hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the School District in accordance with the Continuing Disclosure Agreement and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and any notices of material events will be provided by the School District to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System (“EMMA”) @ [www.emma.msrb.org](http://www.emma.msrb.org).

The School District authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

SECTION 9. The School District reasonably anticipates that the aggregate amount of “qualified tax-exempt obligations”, as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 (the “Code”), which will be issued by the School District and all subordinate entities thereof during the calendar year 2020 will not exceed \$10,000,000, and hereby covenants and agrees, as a material inducement and consideration to the purchase of the Bonds by the purchaser, that neither it nor any subordinate entity will, during calendar year 2020 issue “qualified tax-exempt obligations,” as defined in Section 265(b)(3)(B) of the Code, in an aggregate amount exceeding \$10,000,000. It is the purpose and intent of this section that the Bonds shall constitute and the Bonds are hereby designated as “qualified tax-exempt obligations” as defined in Section 265(b)(3)(B) of the Code, in order that the purchasers of the Bonds may avail themselves of the exception contained in said Section 265(b)(3)(B) with respect to interest incurred to carry tax-exempt bonds. The School District hereby covenants and agrees that it will not designate as “qualified tax-exempt obligations” more than \$10,000,000 in aggregate amount of obligations issued by it or any subordinate entity during calendar year 2020.

SECTION 10. The President, Vice President, Superintendent, Treasurer, Chief Financial Officer, Board Clerk or Deputy Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

[Remainder of Page Left Blank Intentionally]

ADOPTED AND APPROVED THIS 18<sup>TH</sup> DAY OF MAY, 2020.

(SEAL)

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President, Board of Education

ATTEST:

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Clerk, Board of Education

STATE OF OKLAHOMA            )  
  )  
COUNTY OF WASHINGTON        )

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 30 of Washington County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the issuance of Bonds for the purpose therein set out, adopted by said Board and transcript of proceedings of said Board at a special meeting thereof held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the notice of special virtual meeting of the governing body of Independent School District Number 30 of Washington County, Oklahoma having been given in writing to the County Clerk of Washington County, Oklahoma, at \_\_\_\_\_.m. on the \_\_\_\_ day of May, 2020, and public notice of this virtual meeting, setting forth the date, time, place and agenda was posted on the School District’s website (<http://www.bps-ok.org/>) at \_\_\_\_\_ o’clock \_\_\_\_m. on the \_\_\_\_\_ day of May, 2020, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Notice of said meeting and agenda have also been posted on the School District’s website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

WITNESS my hand and seal this 18<sup>th</sup> day of May, 2020.

(SEAL)

\_\_\_\_\_  
Clerk, Board of Education

**MINUTES OF SALE OF 2020B BONDS**

PURSUANT TO NOTICE GIVEN UNDER THE OPEN MEETING ACT, THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, STATE OF OKLAHOMA (THE “SCHOOL DISTRICT”), MET IN SPECIAL VIRTUAL SESSION ON THE 18<sup>TH</sup> DAY OF MAY, 2020, AT 5:30 P.M.

PRESENT:

ABSENT:

Notice of this special virtual meeting was given in writing to the County Clerk of Washington County, Oklahoma at \_\_\_\_\_.m. on the \_\_\_\_ day of May, 2020, and public notice of this virtual meeting, setting forth the date, time, place and agenda was posted on the School District’s website (<http://www.bps-ok.org/>) at \_\_\_\_\_ o’clock \_\_.m. on the \_\_\_\_ day of May, 2020, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Notice of said meeting and agenda have also been posted on the School District’s website in accordance with Title 74, Oklahoma Statutes 2011, Section 3106.2.

(OTHER PROCEEDINGS)

It appearing that due and legal notice had been given that said School District would offer for sale on this date and at this hour and at this place its \$550,000 of Combined Purpose General Obligation Bonds, Taxable Series 2020B dated June 1, 2020 (the “Bonds”), maturing \$180,000 in two years from their date and \$180,000 annually each year thereafter until paid, except the final maturity due June 1, 2024, shall be in the amount of \$190,000. The Board of Education proceeded to consider the bids received for the purchase of said Bonds. The following bids were received and considered by the Board of Education:

Bidders	True Interest Cost	Net Interest Cost	Premium

The Board required each bidder to submit with his bid a sum in cash or its equivalent, equal to two percent (2%) of his bid and after due consideration of all bids received by the Board, a motion was made by \_\_\_\_\_ that the Bonds be awarded, sold and delivered to \_\_\_\_\_, upon fulfillment of the terms as set out in said contract and bid for the purchase of said Bonds. Said motion was seconded by \_\_\_\_\_ and was adopted by the following vote:

AYE:

NAY:

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President, Board of Education

ATTEST:

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Clerk, Board of Education

(SEAL)

STATE OF OKLAHOMA            )  
  )  
COUNTY OF WASHINGTON        )

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 30 of Washington County, Oklahoma, hereby certify that the foregoing is a true and complete copy of the transcript of proceedings of said Board at a special meeting thereof duly held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the notice of special virtual meeting of the governing body of Independent School District Number 30 of Washington County, Oklahoma having been given in writing to the County Clerk of Washington County, Oklahoma, at \_\_\_\_\_.m. on the \_\_\_\_ day of May, 2020, and public notice of this virtual meeting, setting forth the date, time, place and agenda was posted on the School District’s website (<http://www.bps-ok.org/>) at \_\_\_\_\_ o’clock \_\_\_\_\_.m. on the \_\_\_\_ day of May, 2020, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Notice of said meeting and agenda have also been posted on the School District’s website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

WITNESS my hand and seal this 18<sup>th</sup> day of May, 2020.

(SEAL)

\_\_\_\_\_  
Clerk, Board of Education

**Record of Bids****ISD No. 30, Washington County, Oklahoma (Bartlesville BOE)****\$550,000****Combined Purpose General Obligation Bonds, Taxable Series 2020B****Dated:** June 1, 2020**Sale Date:** 05/18/2020; 11:00 A.M.**Rating:** A+/Stable (S&P)**BQ:** No**LO:** The Public Finance Law Group PLLC**PA:** BOKF, NA, Tulsa, Oklahoma

		<b>BIDDER</b>			
<b>Maturity June 1</b>	<b>Principal</b>	<b>The Baker Group</b>	<b>UMB Bank N.A.</b>	<b>Country Club Bank</b>	<b>BOK Financial Securities</b>
2022	180,000	1.500%	1.500%	1.500%	1.750%
2023	180,000	1.500%	1.500%	1.500%	1.500%
2024	190,000	1.100%	1.500%	1.500%	1.250%
<hr/>					
Total	550,000				
Gross Interest Cost		21,860.00	24,900.00	24,900.00	23,900.00
Less Premium, if any		<u>(117.00)</u>	<u>(2,127.50)</u>	<u>(973.50)</u>	<u>-</u>
Net Interest Cost		21,743.00	22,772.50	23,926.50	23,900.00
<b>True Interest Cost (TIC)</b>		<b>1.309053%</b>	<b>1.366824%</b>	<b>1.437960%</b>	<b>1.439053%</b>

May 18, 2020

**Mr. Chuck McCauley, Superintendent**  
**Bartlesville Public Schools**  
**1100 SW Jennings Ave.**  
**Bartlesville, OK 74003**

RE: Underwriter Engagement Relating to Municipal Securities Transaction for **Bartlesville Public Schools, Washington County, Oklahoma ISD No.30** \$550,000 Combined Purpose General Obligation Bonds, Taxable Series 2020B

Dear **Mr. Chuck McCauley**,

The **Bartlesville Board of Education** (the “Issuer”) and The Baker Group LP (“TBG”) are entering into this letter to confirm that they are engaged in discussions related to public financings in connection with **\$550,000 Combined Purpose General Obligation Bonds, Taxable Series 2020B**. The discussions may lead to the issuance of municipal securities (the “Issue”), specifically, **the aforementioned issue**. This correspondence is intended to formalize TBG’s role as underwriter with respect to this Issue.

#### *Engagement as Underwriter*

The Issuer is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter for a particular issuance of municipal securities. The Issuer hereby designates TBG as an underwriter for the Issue. The Issuer expects that TBG will provide advice to the Issuer on the structure, timing, terms and other matters concerning the Issue.

#### *Limitation of Engagement*

It is the Issuer’s intent that TBG serve as an underwriter for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by the governing body of the Issuer, finalizing the structure of the Issue and executing bond purchase agreements. While the Issuer presently engages TBG as the underwriter for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by the Issuer, without penalty or liability for any costs incurred by the underwriter, or TBG. Furthermore, this engagement letter does not restrict the Issuer from entering into the Issue with any other underwriters or selecting an underwriting syndicate that does not include TBG.

#### *Role Disclosure*

The Issuer hereby confirms and acknowledges each of the following concerning the role that TBG would have as an underwriter:

- 1) municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- 2) the underwriter’s primary role is to purchase securities with a view to distribution in an arm’s-length commercial transaction with the issuer and it has financial and other interests that differ from those of the Issuer;
- 3) unlike a municipal advisor, the underwriter does not have a fiduciary duty to the issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the issuer without regard to its own financial interests;
- 4) the underwriter has a duty to purchase securities from the issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- 5) the underwriter will review the official statement for the Issuer’s securities, and complete requisite due diligence, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

#### *Disclosures Concerning the Underwriter’s Compensation*

The underwriter will be compensated by an underwriting discount that will be set forth in the bond purchase agreements to be entered into in connection with the issuance of the Issue. Receipt of the underwriting discount will be contingent on the closing of the transaction and the amount of the discount will be based, in whole or in part, on a percentage of the principal amount of the Issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

#### *Conflicts of Interest Disclosures*

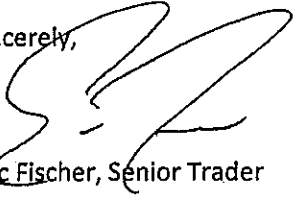
TBG has not identified any additional potential or actual material conflicts that require disclosure.

#### *Disclosures Relating to Complex Municipal Securities Financing*

TBG does not contemplate recommending a “complex municipal securities financing” to the Issuer, therefore, additional disclosures regarding the financing structure for the issuance of the Issue are not required under MSRB Rule G-17.

However, if TBG recommends, or if the Issue is ultimately structured in a manner considered a “complex municipal securities financing” to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

Sincerely,

  
Eric Fischer, Senior Trader

The issuer acknowledges the foregoing.

Accepted and Executed:

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

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

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

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

TBG is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of TBG, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, TBG has financial and other interests that differ from those of the issuer. The issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by TBG for the customer or potential customer to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. TBG does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by TBG to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than TBG. While we believe such information to be accurate and complete, TBG does not guarantee the accuracy of this information. This material is based upon information that is currently available to TBG or its sources and is subject to change without notice. TBG does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisor and/or counsel as you deem appropriate.

## MINUTES AND RESOLUTION AUTHORIZING ISSUANCE OF 2020B BONDS

PURSUANT TO NOTICE GIVEN UNDER THE OPEN MEETING ACT, THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, STATE OF OKLAHOMA (THE "SCHOOL DISTRICT"), MET IN SPECIAL VIRTUAL SESSION ON THE 18<sup>TH</sup> DAY OF MAY, 2020, AT 5:30 P.M.

PRESENT:

ABSENT:

Notice of this special virtual meeting was given in writing to the County Clerk of Washington County, Oklahoma at \_\_\_\_\_.m. on the \_\_\_\_ day of May, 2020, and public notice of this virtual meeting, setting forth the date, time, place and agenda was posted on the School District's website (<http://www.bps-ok.org/>) at \_\_\_\_\_ o'clock \_\_.m. on the \_\_\_\_ day of May, 2020, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Notice of said meeting and agenda have also been posted on the School District's website in accordance with Title 74, Oklahoma Statutes 2011, Section 3106.2.

### (OTHER PROCEEDINGS)

Thereupon, the President introduced a Resolution, which was read by title by the Clerk and upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, said Resolution was adopted by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the President or Vice President, attested by the Clerk or Deputy Clerk, sealed with the seal of said School District and is as follows:

[Resolution Begins on Next Page]

## RESOLUTION

A RESOLUTION PROVIDING FOR THE ISSUANCE OF COMBINED PURPOSE GENERAL OBLIGATION BONDS, TAXABLE SERIES 2020B IN THE SUM OF \$550,000 BY INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, OKLAHOMA, AUTHORIZED AT AB ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AND AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS.

WHEREAS, on the 23<sup>rd</sup> day of August, 2016, pursuant to notice duly given, an election was held in Independent School District Number 30 of Washington County, Oklahoma, for the purpose of submitting to the registered qualified electors of such School District as Proposition No. 1, the question of the issuance of the general obligation bonds of said School District, in the sum of \$17,450,000 to provide funds for the purpose of constructing, equipping, repairing and remodeling school buildings, acquiring school furniture, fixtures, and equipment and acquiring and improving school sites; or in the alternative to acquire a portion of such property pursuant to a lease purchase arrangement (the “2016 Building and Equipment Bonds”); and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered qualified electors of said School District 5,857 votes, of which 4,081 were in favor of and 1,776 were against the issuance of said 2016 Building and Equipment Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition No. 1 cast their ballots in favor of the issuance of said 2016 Building and Equipment Bonds and the issuance thereof has been duly authorized; and

WHEREAS, on the 23<sup>rd</sup> day of August, 2016, pursuant to notice duly given, an election was held in Independent School District Number 30 of Washington County, Oklahoma, for the purpose of submitting to the registered qualified electors of such School District as Proposition No. 2, the question of the issuance of the general obligation bonds of said School District, in the sum of \$1,950,000 to provide funds for the purpose of acquiring transportation equipment; or in the alternative to acquire a portion of such property pursuant to a lease purchase arrangement (the “2016 Transportation Equipment Bonds”); and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 2 by the registered qualified electors of said School District 5,869 votes, of which 4,259 were in favor of and 1,610 were against the issuance of said 2016 Transportation Equipment Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition No. 2 cast their ballots in favor of the issuance of said 2016 Transportation Equipment Bonds and the issuance thereof has been duly authorized; and

WHEREAS, the Board of Education of the School District previously issued \$2,020,000 of 2016 Building and Equipment Bonds as part of its \$2,020,000 Building Bonds, Series 2016D dated November 1, 2016; and

WHEREAS, the Board of Education of the School District previously issued \$1,350,000 of 2016 Building and Equipment Bonds as part of its \$15,500,000 Combined Purpose General Obligation Bonds, Series 2018 dated June 1, 2018; and

WHEREAS, there is currently authorized, yet unissued, \$14,080,000 of 2016 Building and Equipment Bonds (Proposition No. 1); and

WHEREAS, there is currently authorized, yet unissued, \$1,950,000 of 2016 Transportation Equipment Bonds (Proposition No. 2); and

WHEREAS, it is deemed advisable by the Board of Education of said School District at this time to issue an aggregate principal amount of \$354,000 of 2016 Building and Equipment Bonds (Proposition No. 1) to finance a portion of the 2016 Building and Equipment Bond projects; and

WHEREAS, it is deemed advisable by the Board of Education of said School District at this time to issue an aggregate principal amount of \$196,000 of 2016 Transportation Equipment Bonds (Proposition No. 2) to finance a portion of the 2016 Transportation Equipment Bond projects; and

WHEREAS, it is deemed advisable by the Board of Education of said School District to issue all of said bonds as a combined issue of bonds as authorized by Title 62, Oklahoma Statutes 2011, Sections 353 and 354, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, OKLAHOMA:

SECTION 1. That pursuant to Title 62, Oklahoma Statutes 2011, Sections 353 and 354, as amended, with respect to the August 23, 2016 election authorization, the \$394,000 2016 Building and Equipment Bonds and the \$196,000 2016 Transportation Equipment Bonds, as referenced above, are hereby combined for purposes of sale and ordered and directed to be issued in accordance with the form as hereinafter set out, in the aggregate amount of Five Hundred Fifty Thousand Dollars (\$550,000) which said Bonds shall be designated “Combined Purpose General Obligation Bonds, Taxable Series 2020B”, shall be dated June 1, 2020, and shall become due and payable and bear interest from their date until paid as follows:

\$180,000 maturing on June 1, 2022 at \_\_\_% percent  
\$180,000 maturing on June 1, 2023 at \_\_\_% percent  
\$190,000 maturing on June 1, 2024 at \_\_\_% percent

Such interest payable semi-annually on the 1<sup>st</sup> day of June and December of each year, commencing on the 1<sup>st</sup> day of June, 2021. The Bonds are issuable as registered Bonds in denominations of \$1,000.00 or integral multiples thereof, provided when a book entry system is utilized, the Bonds may be represented by one Bond for each maturity of Bonds.

SECTION 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF OKLAHOMA

INDEPENDENT SCHOOL DISTRICT NO. 30  
OF WASHINGTON COUNTY, OKLAHOMA

COMBINED PURPOSE GENERAL OBLIGATION BOND, TAXABLE SERIES 2020B

NO. \_\_\_\_\_ \$ \_\_\_\_\_

INTEREST RATE: \_\_\_\_\_%      MATURITY DATE: June 1, 20\_\_      DATED DATE: June 1, 2020      CUSIP: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That Independent School District Number 30 of Washington County, Oklahoma, a body corporate, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

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or registered assigns (hereinafter called the "Registered Holder"), for the bond number set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the first day of June and the first day of December, respectively, in each year, beginning June 1, 2021.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, Oklahoma City, Oklahoma, as Paying Agent/Registrar (herein called the "Bank") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Bank.

THE FULL FAITH, CREDIT, AND RESOURCES of said District are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest and denomination, totaling the principal sum of Five Hundred Fifty Thousand Dollars (\$550,000) and is issued for the purpose of (i) constructing, equipping, repairing and remodeling school buildings, acquiring school furniture, fixtures, and equipment and acquiring and improving school sites (\$394,000), as described in a Resolution calling the election held on August 23, 2016, approved by the Board of Education of the District on June 7, 2016, and (ii) acquiring transportation equipment (\$196,000), as described in a Resolution calling the election held on August 23, 2016, approved by the Board of Education of the District on June 7, 2016, all within and for the benefit of the School District under Section 26, Article 10, of the Oklahoma Constitution, and Title 70, Article XV, Oklahoma Statutes 2011, and other statutes of the State supplementary and amendatory thereto.

The Bonds are not subject to optional redemption prior to maturity.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Bank as the Registrar of the School District on the Registration Record. This Bond shall be transferable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bank, duly executed by the Registered Holder hereof or his/her attorney duly authorized in writing, and such transfer is registered on the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15<sup>th</sup>) day preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

The Registered Holder of this Bond, upon request in writing pursuant to the book-entry-only system or if no longer in effect by surrender of this Bond to the Registrar prior to payment of the entire amount of principal hereof, shall be entitled to be issued, in exchange for this Bond, Bonds in aggregate principal amount equal to the unpaid principal of this Bond in registered Bonds identical herewith except as to respective denominations, in denominations of \$1,000.00 or integral multiples thereof except one denomination may be in such amount as needed to complete the issue.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of said School District, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, said School District has caused this Bond to be signed by the manual or facsimile signature of the President of the Board of Education, attested by the manual or facsimile signature of the Clerk and sealed with a manual or facsimile seal of the School District this 1<sup>st</sup> day of June, 2020.

(SEAL)

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Clerk, Board of Education

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds of the issue described in the Transcript of Proceedings prepared for this Bond issue, and is one of the Combined Purpose General Obligation Bonds, Taxable Series 2020B of Independent School District Number 30 of Washington County, Oklahoma.

Date of Registration  
and Authentication

BOKF, NA

\_\_\_\_\_

\_\_\_\_\_

STATE OF OKLAHOMA            )  
  )SS  
COUNTIES OF WASHINGTON    )  
  OSAGE                            )

Authorized Officer

We, the undersigned, District Attorneys and County Clerks, respectively, of said Counties, in said State, in which the within named District is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named District pursuant to law, and that the entire issue of said Bonds is within the debt limit imposed upon said District by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seal of said Counties this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Clerk, Washington County

\_\_\_\_\_  
District Attorney, District Number 11

\_\_\_\_\_  
County Clerk, Osage County

\_\_\_\_\_  
District Attorney, District Number 10

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

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

\_\_\_\_\_  
Signature guaranteed by:

In the presence of:  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_



SECTION 3. That each of said Bonds shall be signed by the manual or facsimile signature of the President of the Board of Education, have the corporate seal of said School District affixed thereto in manual or facsimile form, and be attested by the manual or facsimile signature of the Clerk of the Board of Education; that said officers are hereby authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said Board; have the same registered by the Treasurer of said School District, endorsed by the District Attorney(s) and County Clerk(s) and presented to the Attorney General, *Ex Officio* Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issuance, for his/her approval and endorsement; that thereafter said Bonds shall be delivered to the purchasers, upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in two separate special funds designated 2016 Building and Equipment Project Account and 2016 Transportation Equipment Project Account (or names of similar import), with respective deposits to the Accounts for such purposes in the amounts of \$394,000 and \$196,000, less pro rata portions of the costs of issuance, and with said proceeds to be used solely for the purpose of providing funds for the purposes set out in the Bond in Section 2 hereof. The School District certifies and covenants that the proceeds of the Bonds will be used to acquire tangible property under Article 10, Section 26 of the Oklahoma Constitution, and that none of the proceeds of the Bonds described herein will be used to pay interest on any lease, lease-purchase contract, lease purchase installments or other obligations, nor will Bond proceeds be used in violation of applicable provisions of the Oklahoma Constitution and laws. The contracts attached hereto between the School District and the Financial Advisor, Bond Counsel, Disclosure Counsel and Paying Agent Bank, respectively, are hereby ratified and confirmed for fiscal year 2019/2020.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Paying Agent/Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Paying Agent/Registrar shall cause additional registered Bonds to be prepared, at the expense of the School District. The School District covenants that upon request of the Paying Agent/Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the School District.

SECTION 5. The Paying Agent/Registrar for all registered Bonds issued pursuant to this Resolution shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Paying Agent/Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Paying Agent/Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferrable only upon delivery of such Bonds to the Paying Agent/Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar, executed by the Registered Holder thereof or his/her attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment of such Bonds is exhausted such Registered Bonds delivered to the

Paying Agent/Registrar for registration of transfer shall be canceled by the Paying Agent/Registrar on the face thereof and the Paying Agent/Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$1,000.00 or integral multiples thereof except one Bond may be in an amount so as to complete the issue. The Paying Agent/Registrar shall not be obligated to make such transfer after the fifteenth (15th) day preceding any interest payment date until after said latter date. The Record Date for the Bonds shall be the 15th day, whether or not such is a business day, of the calendar month preceding each interest payment date on the Bonds.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes, Section 582(13)(b), whereby books shall be maintained on behalf of the School District by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds, which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the President and Clerk (or in their absence or incapacity, the Vice-President and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning in the year 2020, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said School District in addition to all other taxes, said sinking fund to be designated "Combined Purpose General Obligation Bonds, Taxable Series 2020B Sinking Fund." Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with all interest collected on same shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

SECTION 8. The Continuing Disclosure Agreement and Official Statement, forms of which are provided herewith and incorporated herein by reference, are hereby approved and the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the President or Vice President is authorized to sign the Official Statement for and on behalf of the School District.

A Continuing Disclosure Agreement, as a material inducement to the Purchaser(s) of the Bonds, in substantially the form of the draft thereof presented at the meeting at which this Resolution is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively). The School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the School District to comply with the Continuing Disclosure Agreement shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate,

including seeking mandate or specific performance by court order, to cause the School District to comply with its obligations under this Section. “Continuing Disclosure Agreement” shall mean that certain Continuing Disclosure Agreement executed by the School District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

The School District hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the School District in accordance with the Continuing Disclosure Agreement and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and any notices of material events will be provided by the School District to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System (“EMMA”) @ [www.emma.msrb.org](http://www.emma.msrb.org).

The School District authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

SECTION 9. The President, Vice President, Superintendent, Treasurer, Chief Financial Officer, Board Clerk or Deputy Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

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ADOPTED AND APPROVED THIS 18<sup>TH</sup> DAY OF MAY, 2020.

(SEAL)

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President, Board of Education

ATTEST:

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Clerk, Board of Education

STATE OF OKLAHOMA            )  
  )  
COUNTY OF WASHINGTON        )

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 30 of Washington County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the issuance of Bonds for the purpose therein set out, adopted by said Board and transcript of proceedings of said Board at a special meeting thereof held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the notice of special virtual meeting of the governing body of Independent School District Number 30 of Washington County, Oklahoma having been given in writing to the County Clerk of Washington County, Oklahoma, at \_\_\_\_\_.m. on the \_\_\_\_ day of May, 2020, and public notice of this virtual meeting, setting forth the date, time, place and agenda was posted on the School District’s website (<http://www.bps-ok.org/>) at \_\_\_\_\_ o’clock \_\_\_\_m. on the \_\_\_\_\_ day of May, 2020, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Notice of said meeting and agenda have also been posted on the School District’s website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

WITNESS my hand and seal this 18<sup>th</sup> day of May, 2020.

(SEAL)

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Clerk, Board of Education



