

Bixby Board of Education Regular Meeting

Bixby Public Schools

Bixby Public Schools Administrative Center, 109 N. Armstrong, Bixby, Oklahoma, 109 N
Armstrong St, Bixby, OK 74008

Thursday, September 14, 2023 6:00 PM

Meeting Live Stream Link: <http://bixbyps.info/youtube>

1. **Call Meeting to Order/Roll Call** - Pledge of Allegiance and Oklahoma Flag Salute led by West Elementary students Channing Lewis and Reagan Inbody. Skipped to Special Recognition, then returned to the Flag Salute.
2. **Reports to The Board**
 - 2.1. Special Recognition
 - 2.1.1. Spartan Spirit Award - East Elementary parents Rachel Irwin and Leslie Haughey
 - 2.2. Superintendent's Report - Rob Miller
 - 2.3. Facilities and Operations Report - Gabe Hayes
3. **Comments from the Public**
 - 3.1. Speakers must identify themselves.
 - 3.2. Each Speaker is given a maximum of three (3) minutes. To ensure fairness for all speakers, this timeline will be strictly enforced. The Board clerk will notify the speaker when they have 30 seconds left. Speakers are expected to end their remarks immediately when the time limit is reached.
 - 3.3. In order to avoid repetitious information, a single spokesperson will be selected by groups desiring to address the board.
 - 3.4. Total time allocated to this item is thirty (30) minutes.
 - 3.5. Speakers may offer objective comments of school operations and programs that concern them. The Board shall not hear personal complaints unless the proper administrative procedures concerning complaints have been followed.
 - 3.6. Speakers may not use profanity at a School Board meeting. Patrons conducting themselves in this manner may be asked to leave the meeting.
 - 3.7. The president reserves the right to interrupt this section and move to the next item.
 - 3.8. In accordance with provisions of the Oklahoma Open Meeting Act, discussion or action by the Board on an item presented under the "Comments from the Public" agenda topic is not permitted. Board members and administrative staff will not respond to questions from the public. The Board appreciates and will seriously consider all comments made during this time. Proper questions from members of the public may be referred to the Superintendent for later report to the Board.
4. **General Consent Agenda** - Discussion and possible board action to approve consent agenda items #1-20. (These items may be approved by one Board motion, unless any board member desires to have a separate vote on any or all of these items.)
 - 4.1. Minutes of August 10, 2023 Regularly Scheduled Board Meeting
 - 4.2. Activity Fund Summary of Accounts and Transfer Requests
 - 4.3. Encumbrances and Change Orders for FY 2024 General Fund, Building Fund, Child Nutrition Fund, Sinking Fund, and Bond Funds 31-39 per attached encumbrance registers
 - 4.4. Approval of the Alternative Education Plan for the 2023-2024 fiscal year.

- 4.5. Approval of existing student capacity limits for open transfers pursuant to Board Policy 2108: Grades PK-6, 20 per classroom; and grades 7-12, 500 students in each grade level.
- 4.6. In accordance with OK SB 1198, BPS utilizes Emergency Service Plans for all facilities and events to protect participants and attendees from man-made and natural disasters. Plans were developed with local community service providers and first responders, including the Bixby Police Department and the Bixby Fire Department.
- 4.7. Approval of an agreement with Consultative Services, Dr. Gary Duhon, at no cost to the district, for the 2023-2024 fiscal year.
- 4.8. Approval of participating in the Bixby Metro Chamber 2023 Buy Bixby program at the Candy Cane level at cost of \$650
- 4.9. Approval of the Bixby Youth Football Association Facilities Use and License Agreement for the 2023-2024 fiscal year.
- 4.10. Approval of the Cross Country Team request to participate in the Cross Country Race in Fayetteville, Arkansas on September 30, 2023.
- 4.11. Approval of the BHS Band request to participate in a competition in Indianapolis, Indiana on October 19-22, 2023
- 4.12. Approval of the BHS Broadcasting request to participate in the ASB 4-State Broadcasting Competition in Springfield, MO on November 3-5, 2023
- 4.13. Approval of the BHS Girl's Wrestling Team request to participate in a Girl's Wrestling tournament at Battle High School in Columbia, MO on December 28-30, 2023
- 4.14. Approval of the BHS Dance Team request to participate in the Dance Team Union National Championship in Orlando, Florida on February 8-13, 2024
- 4.15. Approval of Middle School Band request to participate in a band competition in Branson, Missouri on May 10-11, 2024
- 4.16. FMLA - Certified - CI/NI 8-14-23 to 10-12-23
- 4.17. FMLA-Intermittent Certified - Central Elementary - 8-17-23 to 12-31-23
- 4.18. Medical Leave - Support - High School - 8-14-23 to 12-31-23
- 4.19. Employment, Resignation, Retirement - Certified Personnel - per attached
- 4.20. Employment, Resignation, Retirement - Support Personnel - per attached

5. Finance

- 5.1. Discussion and possible board action regarding the Estimate of Needs prepared by Jenkins & Kemper for the 2023-2024 fiscal year.

Skipped to Item 7.1

- 5.2. Discussion and possible board action regarding the Appropriated Funds Budget for the 2023-2024 fiscal year.

Returned to Item #5.2 at 6:40 p.m.

- 5.3. Discussion and possible board action to approve a settlement agreement for \$14,015.00 with Altria Group, Inc., in connection with the company's manufacture and marketing of JUUL Products.

6. Teaching and Learning

- 6.1. Discussion and possible board action regarding the adoption of the 1080-hour calendars for the 2023-2024 fiscal year.
- 6.2. Discussion and possible board action regarding an application for a three-year Statutory Waiver/Deregulation for Library Media Services for Bixby Public Schools.
- 6.3. Discussion and possible board action to modify the 2023-2024 BPS Academic Calendar by adding one distance learning date to the first semester.
- 6.4. Discussion and possible board action regarding the Gifted and Talented Advisory committee for the 2023-2024 fiscal year.
- 6.5. Discussion and possible board action regarding an agreement with Learning Without Tears for Professional Services on September 1, 2023. Services will be paid for using Federal ARP (Project 795) funds.
- 6.6. Discussion and possible board action to approve an agreement with Oklahoma State University for professional development training for Functional Behavior Assessments to be paid from federal funds (Project 615), not to exceed \$5,000.
- 6.7. Discussion and possible board action regarding a contract with Mara "Allie" Michael for physical therapist services paid from federal funds for the 2023-2024 fiscal year.
- 6.8. Discussion and possible board action regarding an agreement with Joseph M Sanfelippo, LLC for professional development at a cost of \$12,500.00 to be paid from Title II funds (541).
- 6.9. Discussion and possible board action regarding a contract with Connect and Restore for the 2023-2024 fiscal year to be paid from federal funds (621).
- 6.10. Discussion and possible board action regarding a counseling contract with Kori Neely, MA, LMFT for the 2023-2024 fiscal year to be paid from federal funds (621).
- 6.11. Discussion and possible board action to approve changes to Board Policy 3105 - Material Selection Policy.
- 6.12. Discussion and possible board action to approve a new Activity Fund account for the High School Fine Arts Department.

7. Operations

- 7.1. Discussion and possible board action to approve initial GMP for civil bid package for the Home of the Spartans (HOTS) renovation.
- 7.2. Discussion and possible board action to approve the purchase of five (5) OPENGATE Concealed Weapon Detection Systems for \$89,460.10 using Oklahoma security grant funding (Project 376).
- 7.3. Discussion and possible board action to approve a contract with Business Information Systems (BIS) to conduct a demographic study and enrollment projection of the Bixby School District. The study costs \$29,000 and will be funded with general funds.
- 7.4. Discussion and possible board action regarding declaring items as surplus to be disposed of in accordance with the State Laws of Oklahoma.

8. Human Resources

- 8.1. Discussion and possible board action to approve any resignations submitted after the agenda was posted.

None

9. **New Business**

10. **Vote to adjourn**

Name of person posting this agenda

Minutes Clerk

Posted on this _____

Bixby Public Schools Administrative Center, 109 N. Armstrong, Bixby, Oklahoma, 109 N
Armstrong St, Bixby, OK 74008

Bixby Board of Education Regular Meeting
Thursday, August 10, 2023
Bixby Public Schools Administrative Center
109 N Armstrong St
Bixby, OK 74008

Attendance Taken at 6:01 PM.

Justin Cheatham: Present
Matt Dotson: Present
Tristy Fryer: Present
Julie Prox: Present
Amanda Stephens: Present
Present: 5.

1. Call Meeting to Order/Roll Call

2. Reports to The Board

- 2.1. Superintendent's Report - Rob Miller
- 2.2. Teaching and Learning Report - Cheryl Wilkinson
- 2.3. Facilities and Operations Report - Gabe Hayes

3. Comments from the Public

- 3.1. Speakers must identify themselves.
- 3.2. Each Speaker is given a maximum of three (3) minutes. To ensure fairness for all speakers, this timeline will be strictly enforced. The Board clerk will notify the speaker when they have 30 seconds left. Speakers are expected to end their remarks immediately when the time limit is reached.
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4. General Consent Agenda - Discussion and possible board action to approve consent agenda items #1-13. (These items may be approved by one Board motion, unless any board member desires to have a separate vote on any or all of these items.)

Approval of General consent agenda items #1-13 as presented Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

4.1. Minutes of July 13, 2023 Regularly Scheduled Board Meeting

4.2. Activity Fund Summary of Accounts and Transfer Requests

4.3. Encumbrances and Change Orders for FY 2024 General Fund, Building Fund, Child Nutrition Fund, Sinking Fund, and Bond Funds 31-39 per attached encumbrance registers

4.4. Review of Oklahoma State Department of Education 2023-2024 accreditation statuses for Bixby Public Schools

4.5. Approval of an agreement with Oral Roberts University for Teacher Education Programs for the 2023-2024 fiscal year

4.6. Approval of an agreement with The University of Tulsa for Speech-Language Practicum services for the 2023-2024 fiscal year

4.7. Approval of an agreement with Spring Dental for student screenings for the 2023-24 fiscal year.

4.8. Approval of High School Cheers request to compete in the UCA Cheerleading Nationals at Disney ESPN Wide World of Sports in Orlando, Florida on February 7-14, 2024

4.9. Medical Leave - Certified - East Elementary - 8/14/23 - 10/7/23

4.10. FMLA - Support - Administration - 8/4/23 - 8/9/23

4.11. FMLA - Certified - West Elementary - 9/22/23 - 12/1/23

4.12. Employment, Resignation, Retirement - Certified Personnel - per attached

4.13. Employment, Resignation, Retirement - Support Personnel - per attached

5. Finance - At 6:35 p.m. moved to Item 7.1 - At 6:44 p.m. returned to Item 5.1

5.1. Discussion and possible board action to approve the employment of Stephen L. Smith Corporation as financial consultants to Bixby Public Schools for the 2023-2024 fiscal year.

Approval of the employment of Stephen L. Smith Corporation as financial consultants to Bixby Public Schools for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

5.2. Discussion and possible board action to approve a reimbursement agreement between the General Fund and the Child Nutrition Fund for the 2023-2024 fiscal year.

Approval of a reimbursement agreement between the General Fund and the Child Nutrition Fund for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

5.3. Discussion and possible board action regarding an additional fundraising request for the BHS Athletic Training Department for the 2023-2024 fiscal year.

Approval of an additional fundraising request for the BHS Athletic Training Department for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

5.4. Discussion and possible board action to approve declaring items as surplus to be disposed of per the State Laws of Oklahoma.

Approval of declaring items as surplus to be disposed of per the State Laws of Oklahoma as presented. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

6. Teaching and Learning

6.1. Discussion and possible board action to approve the Oklahoma Department of Career and Technology Education for programs for the 2023-2024 fiscal year.

Approval of the Oklahoma Department of Career and Technology Education for programs for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

6.2. Discussion and possible board action regarding an agreement with Oklahoma Career Tech to approve a new family and consumer sciences course for the eighth-grade students for high school credit.

Approval of an agreement with Oklahoma Career Tech to approve a new family and consumer sciences course for the eighth-grade students for high school credit. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7. Operations

7.1. Discussion and possible board action regarding an amendment to the GMP for the Bixby Stadium and Track project.

Approval of an amendment to the GMP in the amount of (\$95,766.19) for the Bixby Stadium and Track project. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.2. Discussion and possible board action regarding an amendment to the GMP for the Bixby High School Academic Building.

Approval of an amendment to the GMP in the amount of \$1,204,879.00 for the Bixby High School Academic Building. Passed with a motion by Justin Cheatham and a second by Amanda Stephens.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.3. Discussion and possible board action regarding contracts with the City of Bixby for the provision of four School Resource Officers at a cost not to exceed \$228,240.00 for the 2023-24 fiscal year.

Approval of contracts with the City of Bixby for the provision of four School Resource Officers at a cost not to exceed \$228,240.00 for the 2023-24 fiscal year. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.4. Discussion and possible board action to approve membership renewal with Oklahoma State School Boards Association for the following: Membership Dues - \$4,927.00, Assemble Board Meeting Services Subscription - \$2,000.00, Policy Services Subscription - \$1,000.00 and Superintendent Evaluation Tool - \$200.00, for the 2023-2024 fiscal year.

Approval of the membership renewal with Oklahoma State School Boards Association for the following: Membership Dues - \$4,927.00, Assemble Board Meeting Services Subscription - \$2,000.00, Policy Services Subscription - \$1,000.00 and Superintendent Evaluation Tool - \$200.00, for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.5. Discussion and possible board action approving an agreement with Empower Academy for the 2023-2024 fiscal year.

Approval of an agreement with Empower Academy for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea

Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.6. Discussion and possible board action regarding a contract with Paulla Slawson (School Psychologist) for services for the 2023-2024 fiscal year.

Approval of a contract with Paulla Slawson (School Psychologist) for services for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

7.7. Discussion and possible board action to approve changes to Board Policies: Policy 2153 Search of Students; Policy 2156 Telecommunication Devices; Policy 3125 Graduation Ceremony; Policy 4128 Parental and Maternity Leave; Policy 4134 Personal Leave Support Personnel; Policy 5107 School Visitors; Policy 6122 Safe School and Healthy and Fit School Advisory Committees; and Policy 6139 Transportation Responsibilities and Duties

Approval of changes to Board Policies: Policy 2153 Search of Students; Policy 2156 Telecommunication Devices; Policy 3125 Graduation Ceremony; Policy 4128 Parental and Maternity Leave; Policy 4134 Personal Leave Support Personnel; Policy 5107 School Visitors; Policy 6122 Safe School and Healthy and Fit School Advisory Committees; and Policy 6139 Transportation Responsibilities and Duties. Passed with a motion by Julie Prox and a second by Amanda Stephens.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

8. Executive Session

8.1. Discussion, consideration and vote to go or not to go into executive session to discuss the negotiations proceedings with the BEA (25 O.S. Sec. 307 (B)(2)), the Evaluation of the

Superintendent (25 O.S. Sec. 307 (B)(1) and (B)(7)) and two open transfer appeals (25 O.S. Sec. 307 (B)(6) and (B)(7))

At 7:21 p.m. approval to go into executive session to discuss the negotiations proceedings with the BEA (25 O.S. Sec. 307 (B)(2)), the Evaluation of the Superintendent (25 O.S. Sec. 307 (B)(1) and (B)(7)) and two open transfer appeals (25 O.S. Sec. 307 (B)(6) and (B)(7)). Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

8.2. Vote to acknowledge return to open session.

At 9:31 p.m. approval to return to open session. Passed with a motion by Julie Prox and a second by Amanda Stephens.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

8.3. Statement by Board president of executive session minutes.

9. Miscellaneous

9.1. Discussion and possible board action regarding an open transfer request from the family of student "CB."

Approval of denying this open transfer request from the family of student "CB." Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea

Amanda Stephens: Yea
Yea: 5, Nay: 0

9.2. Discussion and possible board action regarding an open transfer request from the family of student "SJ."

Approval of denying this open transfer request from the family of student "SJ." Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

10. Human Resources

10.1. Discussion and possible board action regarding James Evans's assignment as an adjunct Art teacher to teach Art classes at the Middle School for the 2023-24 fiscal year.

Approval of James Evans's assignment as an adjunct Art teacher to teach Art classes at the Middle School for the 2023-24 fiscal year. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

10.2. Discussion and possible board action regarding the Negotiated Agreement and the Master Contract with the Bixby Education Association (BEA) for the 2023-2024 fiscal year.

Approved of the Negotiated Agreement and the Master Contract with the Bixby Education Association (BEA) for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Amanda Stephens.

Justin Cheatham: Yea
Matt Dotson: Yea

Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

10.3. Discussion and possible board action to approve updated salary scales for certified staff, administration, and support personnel.

Approval updated salary scales for certified staff, administration, and support personnel.
Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

10.4. Discuss and possible board action to approve the superintendent's 2023-2024 contract.

Approval of the superintendent's 2023-2024 contract. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

10.5. Discussion and possible board action to approve any resignations submitted after the agenda was posted. - NONE

11. New Business

12. Vote to adjourn

At 9:36 p.m. approval to adjourn. Passed with a motion by Julie Prox and a second by Amanda Stephens.

Justin Cheatham: Yea
Matt Dotson: Yea
Tristy Fryer: Yea
Julie Prox: Yea
Amanda Stephens: Yea
Yea: 5, Nay: 0

President

Vice President

Clerk

Member

Member

**2023-2024
CERTIFIED PERSONNEL
EMPLOYMENT**

TEMPORARY CONTRACT

Roy Hunter	Virtual Science	High School	08/17/2023
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VOLUNTEER COACHING

ADJUNCT COACHING

EMPLOYMENT 2023-2024

Michael Daniel	Teacher	Central Intermediate	08/14/2023
Amy Devore	Teacher	West Elementary	08/14/2023
Rebecca Dukes	Teacher	West Elementary	08/14/2023
Judith Dysart	Teacher	High School	08/14/2023
Micah Haggerty	Teacher	9th Grade Center	08/14/2023
Nicole Landes	Teacher	9th Grade Center	08/14/2023
Claire Lemons	Teacher	West Elementary	08/14/2023
Kristen Morrow	Teacher	West Elementary	08/14/2023
Matthew Sparrow	Teacher	High School	08/14/2023
April Vogler	Teacher	Middle School	08/14/2023
Amy Wilson	Teacher	Central Intermediate	08/14/2023

RESIGNATION AGREEMENTS

Carolyn Dickens	Counselor	East Intermediate	05/27/2023
Tammi Ellis	Teacher	High School	05/21/2023
Spenser Gill	Teacher	9th Grade Center	08/03/2023
Heidi Jenkins	Teacher	High School	08/03/2023
Melissa Still	Teacher	West Elementary	07/31/2023
Carri Stone	Teacher	East Intermediate	05/21/2023
Wendy Roberts	Teacher	North Intermediate	05/21/2023

2023-2024
SUPPORT PERSONNEL
EMPLOYMENT

VOLUNTEER COACHING

Alfonso Jesus Garcia	Asst Girls Soccer	High School	07/17/2023
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TEMPORARY CONTRACT

Jaime Finley	Cheer Sponsor	Middle School	07/27/2023
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ADJUNCT EMPLOYMENT

Kayla Adams	Brass Tech	High School	08/01/2023
Kari Anderson	Asst Volleyball	High School	07/13/2023
Ray Blake	Wrestling Program Coord.	District	07/01/2023
	Head Boys Wrestling	High School	07/01/2023
Cougar Cannon	Woodwind Tech	High School	08/01/2023
Brandon Cogan	Asst JV Baseball	High School	07/13/2023
Kenny Giddens	Asst Wrestling	High School	08/01/2023
Jeanna Holcomb	Head Girls/Boys Tennis	Middle School	08/04/2023
Bailey Jennings	Color Guard Tech	High School	08/01/2023
Jack Johnson	Percussion Tech	High School	08/01/2023
Sarah Kling	Volleyball	Middle School	07/13/2023
Cameron Palmer	Head 9th Grade Football	High School	07/12/2023
Erin Roden	Asst Volleyball	High School	07/11/2023
Dylan Ryan	Brass Tech	High School	08/01/2023
Derek Serowski	Head Volleyball	High School	07/26/2023
Destin Steward	Woodwind Tech	High School	08/01/2023
Evan Sudler	Color Guard Tech	High School	08/01/2023
Robin Taylor	Assistant Girls Soccer	High School	07/31/2023
Monica Thornton	Assistant Soccer	High School	07/13/2023
John Timmons	Head Boys Soccer	High School	07/26/2023
Macey Turley	Asst Varsity Fastpitch	High School	07/19/2023
Joe Vincent	Asst Varsity Tennis	High School	03/01/2024
Cortland Weaver	Asst 9th Grade Football	High School	08/04/2023
Katie Wiley	Asst Volleyball	High School	07/01/2023

EMPLOYMENT 2023-2024

Angela Barbosa	Custodian	Maintenance	07/31/2023
Pamela Brickey	Child Nutrition Asst	Child Nutrition	08/14/2023
Cammie Brinkman	Child Nutrition Secretary	Child Nutrition	08/01/2023
Fawna Brown	2hr Aide	Central Inter.	08/15/2023
Laura Buth	Bus Driver	Transportation	08/15/2023
Mason Cooper	Transportation Aide	Transportation	08/15/2023

Submitted to the Board of Education: July 13th, 2023

EMPLOYMENT 2023-2024 Cont'd

Miles Cooper	Transportation Aide	Transportation	08/15/2023
Mary Deckard	Custodian	Maintenance	08/01/2023
Kimberly Stone	Paraprofessional	High School	08/15/2023
Caitlyn Fowler	Color Guard Director	High School	07/17/2023
Mary Garrison	Paraprofessional	West Elementary	08/15/2023
Jessica Gray	Child Nutrition Asst	Child Nutrition	08/14/2023
Ronna Heginbotham	Child Nutrition Asst	Child Nutrition	08/14/2023
Levi Keim	Paraprofessional	High School	08/15/2023
Shelley McCormick	Paraprofessional	West Elementary	08/15/2023
Denisse Medrano	Paraprofessional	East Elementary	08/15/2023
Brandon Meeks	Parking Lot Attendant	High school	08/15/2023
Mikayla Moomau	Paraprofessional	North Elementary	08/15/2023
Jade Perigo	Paraprofessional	East Elementary	08/15/2023
Cynthia Simon	Bus Driver	Transportation	08/15/2023
Melissa Stuff	Paraprofessional	East Elementary	08/15/2023
Niranjana Sundarmoorthy	Paraprofessional	North Elementary	08/15/2023
Holli Todd	Physical Therapy Asst	District	08/14/2023
Lee Alan Toler	Bus Driver	Transportation	08/15/2023

RESIGNATION AGREEMENTS

Elizabeth Hale	Child Nutrition Asst	Child Nutrition	07/17/2023
Haylee Hardison	Interventionist	West Elementary	07/18/2023
Rashonda King	Custodian	Maintenance	07/24/2023
Michael Palmer	Bus Driver	Transportation	07/12/2023
Heather Thomas	Paraprofessional	North Intermediate	07/13/2023
Amanda Williams	Paraprofessional	High School	07/22/2023
Candia Overton	Paraprofessional	West Elementary	05/19/2023
Brittni Allen	Paraprofessional	Central Interm.	05/19/2023
Sade Walker	Paraprofessional	West Elementary	05/19/2023
Elizabeth Sundstrom	Paraprofessional	Middle School	06/04/2023
Nicholas Wilson	Lead Paraprofessional	East Intermediate	05/21/2023
Amanda Ezell	Paraprofessional	West Elementary	07/24/2023
Lindsey Christian	Paraprofessional	High School	07/26/2023
Cassandra Brown	Custodian	Maintenance	08/04/2023
Lindsey Sherman	Paraprofessional	East Elementary	07/31/2023
Kristen Mercer	2hr Aide	North Elementary	07/31/2023
Jasmine Weeks	Paraprofessional	North Elementary	08/01/2023
Jamie Charlesworth	Health Clerk	East Intermediate	05/19/2023
Steffen Gilmore	Paraprofessional	East Intermediate	08/02/2023
Caroline Upthegrove	Paraprofessional	Middle School	08/04/2023

TERMINATIONS

Submitted to the Board of Education: July 13th, 2023

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Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1	07/01/2023	53787	BANK OF AMERICA VISA	DISTRICT PURCHASES	200,000.00
11	2	07/01/2023	59952	UMB BANK	AMAZON CHARGES 000	101,375.85
11	3	07/01/2023	1718	TULSA WORLD	CLASSIFIED ADS 000	706.08
11	4	07/01/2023	6335	MHC KENWORTH - TULSA	TRUCK RENTAL/PARTS 051	26,833.28
11	5	07/01/2023	101	B ETHRIDGE, INC.	UNLEADED/DIESEL FUELS 051	318,617.32
11	6	07/01/2023	1076	MUNICIPAL ACCOUNTING SYSTEMS, INC.	SOFTWARE FEES / FORMS 000	22,357.80
11	8	07/01/2023	4241	T & W TIRE	TIRES FOR TRANSPORTATION 051	40,000.00
11	9	07/01/2023	176	BIXBY TELEPHONE COMPANY	PHONE SVCS/CABLE LOCATING 000	317,322.48
11	10	07/01/2023	181	BLUE RIBBON FORMS, INC.	PRINTING-CKS/FORMS/ENV/LTR 000	7,500.00
11	11	07/01/2023	3826	ROTARY CLUB OF BIXBY	MEMBERSHIP DUES 000	220.00
11	12	07/01/2023	2387	STAPLES CREDIT PLAN	SUPPLIES 000/050/051	149.99
11	13	07/01/2023	58099	PROJECT LEAD THE WAY	PLTW GATEWAY PARTICIPATION 004	3,150.00
11	14	07/01/2023	385	CUMMINS SOUTHERN PLAINS, LLC	PARTS FOR TRANSPORTATION 051	60,961.82
11	15	07/01/2023	2025	WELDON PARTS, INC.	PARTS TRANSP 051	7,878.90
11	16	07/01/2023	59586	PERRY WEATHER LLC	WEATHER SENTRY SUBSCRIPTION 036	4,094.50
11	17	07/01/2023	58958	JARVIS INC	NIGHT SECURITY SERVICES 000	55,000.00
11	18	07/01/2023	7529	GAS AND SUPPLY	AG SUPPLIES 412 / MAINT 050	1,629.77
11	19	07/01/2023	3776	WHEELER METALS, INC	VOAG SUPPLIES 412	1,853.60
11	20	07/01/2023	1223	OKLAHOMA TURNPIKE AUTHORITY	PIKEPASS - SCHOOL VEHICLES 051	2,863.39
11	21	07/01/2023	1233	O'REILLY AUTOMOTIVE STORES, INC.	PARTS - TR/M 050/051	4,926.18
11	22	07/01/2023	1245	PAPERWORK COMPANY	PRINT 000/036/030	6,300.28
11	23	07/01/2023	59236	CURRICULUM ASSOCIATES, LLC	ELLEVATION PLATFORM 572	15,128.00
11	24	07/01/2023	60250	LEVEL DATA LLC	REAL TIME REPORTS 030	18,969.60
11	25	07/01/2023	1417	ROSENSTEIN, FIST & RINGOLD	LEGAL SERVICES 000	10,992.07
11	26	07/01/2023	70041	INTERNAL REVENUE SERVICE CENTER	3RD PARTY DISABILITY TAX 000	2,152.47
11	27	07/01/2023	1418	ROSS TRANSPORTATION	BUS PARTS FOR TRANSP 051	33,551.63
11	28	07/01/2023	1449	SAM'S CLUB DIRECT	SUPPLIES 000, 051	2,136.80
11	29	07/01/2023	1678	TIRE BARN, INC.	TIRE REPAIRS - 051	17,446.07
11	30	07/01/2023	54924	QUADIENT LEASING USA INC	LEASE PAYMENT - 000	11,599.64
11	31	07/01/2023	319	CITY OF BIXBY	SRO FOR BHS CAMPUS 000	190,834.90
11	32	07/01/2023	59356	ALLIED TOWING OF TULSA	TOWING SERVICE - 051	3,478.45
11	33	07/01/2023	2713	OKLAHOMA HEALTH CARE AUTHORITY	STATE SHARE MEDICAID PAYMENTS 698	21,403.34
11	34	07/01/2023	58446	TEAM PROFESSIONAL SERVICES	DRUG TESTING FOR DISTRICT 000	4,865.00
11	35	07/01/2023	59319	GO POWER SCHOOLS LLC	ANNUAL MAINTENANCE FEE 000	1,000.00
11	36	07/01/2023	1152	OMECORP, LLC	POSTAGE MACHINE/SUPP 000	500.00
11	37	07/01/2023	53630	IMAGINE LEARNING, INC.	LICENSES FOR STUDENTS 572	2,400.00

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11	38	07/01/2023	774	VER HOEF INFORMATION SOURCES, LLC	BACKGROUND CHECKS 000	12,372.00
11	39	07/01/2023	57740	ESS SOUTH CENTRAL, LLC	SUBSTITUTE TEACHERS 000	890,704.70
11	40	07/01/2023	54923	NORTHEASTERN STATE UNIVERSITY	JOB FAIR 000	390.00
11	41	07/01/2023	7057	PREFERRED BUSINESS SYSTEMS LLC	EQUIP LEASE/COPIES /REPAIRS 000	153,551.61
11	42	07/01/2023	7057	PREFERRED BUSINESS SYSTEMS LLC	COPIER SUPP000/010/011/012	1,037.28
11	43	07/01/2023	58654	SOFTCHOICE CORPORATION	LICENSE FEE 030	40,538.65
11	44	07/01/2023	60099	FOUR LOCV LLC	NATIVE AMERICAN CULTURE CLASS 561	1,000.00
11	45	07/01/2023	58321	GOGUARDIAN	GOGUARDIAN LICENSE 000	104,874.00
11	46	07/01/2023	2272	LOWE'S	PARTS/SUPPLIES - 030/050/000/051/006/412	2,303.93
11	47	07/01/2023	51933	AMERICANCHECKED, INC.	BEST VOLUNTEERS BCKGRD 000	6,808.00
11	48	07/01/2023	55232	TULSA COUNTY ASSESSOR	VISUAL INSPECTION REIMB 000	150,927.51
11	49	07/01/2023	52803	OKLAHOMA SECRETARY OF STATE	NOTARY BOND FEE - 000	20.00
11	52	07/01/2023	3617	TALK RADIO LLC	SUPPLIES-SERVICE FOR THE DISTRICT 050	24,000.00
11	53	07/01/2023	55958	BPA NATIONAL CENTER	ANNUAL AFFILIATION FEES 412-316	1,200.00
11	54	07/01/2023	3318	MARK ALLEN CHEVROLET	REPAIR SCHOOL VEHICLES 051	6,605.33
11	56	07/01/2023	4366	JOSTENS	BHS GRAD MT'LS 000	7,769.29
11	57	07/01/2023	4345	A.S.A.P. BATTERY SERVICE	BATTERIES FOR TRANSP 051 & MAINT 050	7,608.85
11	58	07/01/2023	5609	BIXBY METRO CHAMBER OF COMMERCE	MEMBERSHIP DUES, ETC 000	3,176.00
11	59	07/01/2023	3497	EDUCATIONAL TESTING SERVICE	TESTING FOR PARAPRO 000	1,650.00
11	60	07/01/2023	1729	UNITED ENGINES, INC.	BUS REPAIRS 051	175.00
11	61	07/01/2023	60083	SERVICE OKLAHOMA	TAGS FOR VEHICLES 051	1,225.00
11	62	07/01/2023	1139	FINIS BRUCE RAGSDALE	ASBESTOS INSPECTIONS 050	650.00
11	63	07/01/2023	59463	MALTSBERGER INDUSTRIAL PROPANE	PROPANE 050	125.00
11	64	07/01/2023	4505	CINTAS CORPORATION	UNIFORMS/MATS/TOWEL 050/051	17,255.22
11	65	07/01/2023	4130	OKLAHOMA CORPORATION COMMISSION	FUEL STORAGE TANK REGIS 051	50.00
11	66	07/01/2023	5641	WAGONER COUNTY TREASURER	DISTRICT REVALUATION 000	986.38
11	67	07/01/2023	54083	FOLLETT SCHOOL SOLUTIONS LLC	DESTINY RENEWAL 030	13,209.64
11	68	07/01/2023	56227	CDW-G 2	Fortinet Support / LITTLE SIS Renewal 030	7,950.00
11	69	07/01/2023	2042	CRW CONSULTING LLC	ERATE CONSULTING & APP 030	3,500.00
11	70	07/01/2023	3223	POWERSCHOOL GROUP LLC	POWERSCHL SERVER - SPANISH 030 TALENT ED 000	132,100.88
11	71	07/01/2023	283	CCOSA - PROFESSIONAL DEVELOPMENT PR	CONFERENCE REG 000	8,898.00
11	72	07/01/2023	2290	OSSBA	MEMBERSHIP DUES 000 / EMPLOYMENT SVS	8,127.00
11	73	07/01/2023	1171	OKASBO	MEMBERSHIP DUES 000	725.00

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11	74	07/01/2023	2748	OSAG	WORKERS COMP INS 000	136,000.00
11	75	07/01/2023	52905	VERIZON WIRELESS	WIRELESS DATA 000	2,521.42
11	76	07/01/2023	59812	KORI NEELY	Group Counseling/ Collaboration 621	12,075.00
11	77	07/01/2023	7042	THE ARROW GROUP	ADMINISTRATORS BONDS 000	4,925.00
11	78	07/01/2023	70505	LAWSON PRODUCTS, INC	DISTRICT SUPPLIES 051/050	2,037.79
11	79	07/01/2023	2290	OSSBA	OSSBA CONFERENCE REGIS 000	7,660.00
11	80	07/01/2023	2989	OSIG	PROP/CASUALTY/VEHICLE INS 000	915,920.00
11	81	07/01/2023	58176	SCHOOLS SAFEID LLC	SOFTWARE/SUPP 000	5,489.00
11	82	07/01/2023	60148	TORQUE BY RYDER	TRANSPORTATION SUPPLIES 051	5,000.00
11	83	07/01/2023	633	GREAT EXPECTATIONS NSU	TRAINING DAYS 541	12,000.00
11	84	07/01/2023	56025	AMERICAN RED CROSS	CPR CLASSES 022/027	1,179.00
11	85	07/01/2023	7830	ADVANTAGE GRAPHICS INC.	CUTTING MACH REPAIR- COPY 000	423.00
11	86	07/01/2023	56136	TULSA EMERGENCY MEDICAL CENTER INC	PHYSICALS - 050/051/285/000	264.00
11	87	07/01/2023	55856	FIELDHOUSE GEAR, INC	Senior shirts/JOM 563	1,500.00
11	88	07/01/2023	2481	TULSA AUTO SPRING COMPANY	SPRING REPAIR 051	12,838.38
11	89	07/01/2023	52270	PEARSON	LICENSE RENEWAL 698	3,300.00
11	90	07/01/2023	52385	WIRELESS TECHNOLOGIES, INC	RADIO EQUIPMENT - 050/051/036	650.00
11	91	07/01/2023	5609	BIXBY METRO CHAMBER OF COMMERCE	BUY BIXBY CAMPAIGN 000	400.00
11	92	07/01/2023	56507	W&B SERVICE CO	AIR CONDITIONER REPAIR - 051	2,386.22
11	93	07/01/2023	59577	THE MANDT SYSTEM INC	RELATION CONCEPTUAL TRAINING CERTIFICATION 621	8,996.00
11	94	07/01/2023	59893	CONNECT AND RESTORE, LLC	Counseling/consultation services 621/541	20,125.00
11	95	07/01/2023	4112	PETROLEUM MARKETERS EQUIPMENT CO.	REPAIR FUELD TANKS - 051	6,861.91
11	96	07/01/2023	2993	EMPLOYEE EVALUATION SYSTEMS, INC.	INFORMATION STORAGE SYSTEM -000	12,787.50
11	97	07/01/2023	913	LIBERTY FLAGS	FLAGS FOR THE DISTRICT - 050	2,000.00
11	98	07/01/2023	55863	COSTCO WHOLESALE CORP	DISTRICT PURCHASES/FEES - 050/000/367	3,911.40
11	99	07/01/2023	7527	TULSA CLEANING SYSTEMS	PARTS/SVS - BUS WASHER 051	1,014.46
11	100	07/01/2023	56349	JENKINS & KEMPER	AUDIT WORK FOR ADMIN - 000	13,800.00
11	101	07/01/2023	1445	SAIED MUSIC	MUSIC FOR THE HS CHOIR 005	2,000.00
11	102	07/01/2023	59581	HOLT TRUCK CENTERS	REPAIRS 051	439.00
11	103	07/01/2023	1856	WALMART COMMUNITY	SUPPLIES 000/050/051	1,070.02
11	104	07/01/2023	60027	RAS TECHNOLOGY CONSULTANTS INC	Custom Reports Subscription 030	500.00
11	105	07/01/2023	1856	WALMART COMMUNITY	CLOTHING, SHOES AND OTHER MISC ITEMS-511	1,332.85
11	106	07/01/2023	56227	CDW-G 2	LIGHTSPEED MOBILE MANAGER MANAGEMENT SYSTEM 030	3,078.00

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11	107	07/01/2023	55850	OSI ENVIRONMENTAL	USED OIL AND FILTER PICK UP 051	2,500.00
11	108	07/01/2023	633	GREAT EXPECTATIONS NSU	COACHING DAYS 541	22,500.00
11	109	07/01/2023	57112	APPTEGY	APP DEVELOPMENT 000	40,600.00
11	110	07/01/2023	56434	JOSTENS	JOM SENIORS CAP AND GOWN 563	5,000.00
11	111	07/01/2023	59330	IMAGINE LEARNING LLC	VIRTUAL SCHOOL PROGRAM - 000	55,825.00
11	112	07/01/2023	3224	OKLAHOMA NOTARY "DISCOUNT" ASSOC.	NOTARY BONDS - 000	588.00
11	113	07/01/2023	52249	OKLAHOMA ASSOC FOR PUPIL TRANSPORT.	REGISTRATION FEE 051	1,400.00
11	114	07/01/2023	56227	CDW-G 2	TECH NEEDS FOR THE DISTRICT 030/000	416.96
11	115	07/01/2023	59331	EDUCATORSHANDBOOK.COM	DISTRICT LICENSE 098	10,970.00
11	116	07/01/2023	55149	HOOTEN OIL COMPANY, INC.	OIL FOR TRANSPORTATION 051	13,089.08
11	117	07/01/2023	8035	IXL LEARNING INC	IXL RENEWAL 000	74,203.00
11	119	07/01/2023	55410	PUBLIC CONSULTING GROUP - EDUCATION	MEDICAID REIMBURSEMENT MEDICAID BILLING 698	10,171.50
11	120	07/01/2023	57382	COMMUNITYCAREHMO, INC.	EMPLOYEE ASSISTANCE PROGRAM 000	5,803.20
11	121	07/01/2023	53954	CONTRACT PAPER GROUP INC	COPY PAPER FOR THE DISTRICT 000	74,980.00
11	122	07/01/2023	52270	PEARSON	BILLING FOR Q INTERACTIVE 698	4,848.51
11	123	07/01/2023	58928	EDUCATIONAL PRODUCTS, INC	SCHOOL SUPPLIES PRE-K-6 JOM 563	20,000.00
11	124	07/01/2023	6317	MOBILIZED VISION LLC	VISION SERVICES FOR SPED STUDENTS 621	10,280.00
11	125	07/01/2023	3770	UMB BANK	AGENT FEES FOR BLDG BONDS 000	1,500.00
11	126	07/01/2023	53773	JW PEPPER	MUSIC FOR HS CHOIR 005	2,000.00
11	128	07/01/2023	2290	OSSBA	EMPLOYMENT SERVICES (WAS OPSUCA) 000	6,350.00
11	129	07/01/2023	55299	HOUGHTON MIFFLIN HARCOURT PUB CO	AMIRA LICENSES 367	36,760.00
11	130	07/01/2023	1707	COUNTY ELECTION BOARD SECRETARY	ELECTION SERVICES 000	21,352.65
11	131	07/01/2023	58106	THE HOME DEPOT PRO	MISC SUPPLIES 050	162,270.75
11	132	07/01/2023	59771	WILLIAM S ROWLAND	PIANO TUNING SERVICE 000	160.00
11	133	07/01/2023	58445	A4LE	MEMBERSHIP 000	137.00
11	134	07/01/2023	58492	DIMENSIONS FAMILY PRACTICE	ANNUAL EMPLOYEE PHYSICALS 000	7,720.00
11	135	07/01/2023	52846	MICHAEL K MARSHALL	SUBSCRIPTIONS 541	200.00
11	136	07/01/2023	58631	CHALKS TRUCK PARTS	SUPPLIES FOR TRANSPORTATION 051	1,559.73
11	137	07/01/2023	56239	SPARTAN SIGNS	SIGNS FOR TRANSPORTATION 051	296.25
11	138	07/01/2023	55163	MSE, INC.	TWO WAY RADIO EQUIPMENT 050	4,790.00

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11	140	07/01/2023	55479	INSTRUCTURE	CANVAS ELIGIBILITY DASHBOARD 000	79,475.00
11	141	07/01/2023	58751	TYLER TECHNOLOGIES, INC	TRANSPORTATION SOFTWARE 051	16,453.00
11	142	07/01/2023	58766	VECTOR SOLUTIONS	EDUCATION SOFTWARE 051	636.50
11	143	07/01/2023	7773	MABEE CENTER	BHS GRADUATION 000	25,185.00
11	144	07/01/2023	5776	TSHA, INC.	INTERPRETING SERVICE FOR DEAF PARENTS/TEACHERS 000	5,000.00
11	146	07/01/2023	1856	WALMART COMMUNITY	SUPPLIES FOR JOM 563/564	5,000.00
11	147	07/01/2023	1856	WALMART COMMUNITY	Supplies 099	979.29
11	149	07/01/2023	58603	CROWN LIFT TRUCKS	TRANSPORTATION REPAIRS 051/050	1,870.00
11	150	07/01/2023	59051	FASTSPRING	LICENSE 030	395.00
11	151	07/01/2023	55855	VIZAVANCE	VISION SCREENING 027	800.00
11	152	07/01/2023	1856	WALMART COMMUNITY	OPEN PO for Walmart Purchases 012	357.83
11	154	07/01/2023	51624	ALPHA AWARDS	NAME TAGS FOR 000/030/050/051	149.50
11	155	07/01/2023	59142	ROBINSON GLASS OF TULSA INC	GLASS REPLACEMENT FOR TRANSPORTATION 051	360.00
11	156	07/01/2023	59739	DAVISON FUELS & OIL LLC	FUEL FOR THE DISTRICT 051	3,351.14
11	157	07/01/2023	5140	UNITED SUBURBAN SCHOOLS ASSOC.	CONFERENCE FEES 000	1,650.00
11	158	07/01/2023	59318	PENSION SOLUTIONS, INC	457-403 PLANS INSTALLATION COST 000	16,338.03
11	159	07/01/2023	57038	LIGHTHOUSE ELECTRIC LLC	SWIM RENEWAL 030	3,954.97
11	160	07/01/2023	8275	NATIONAL BUS SALES	PARTS FOR BUS REPAIRS 051	10,080.13
11	161	07/01/2023	1856	WALMART COMMUNITY	SUPPLIES AND MATERIALS 561	10,000.00
11	164	07/01/2023	56482	ID WHOLESALER	1 YR Renewal Cloudbadging ID Card Software 030	239.88
11	165	07/01/2023	7831	A BEST BRAKE & CLUTCH, LLC	BRAKE REPAIRS FOR THE DISTRICT 051	10,000.00
11	166	07/01/2023	59284	ZENDESK INC	ZENDESK SUITE SUBSCRIPTION 030	21,457.23
11	168	07/01/2023	60243	HERMES PRODUCTIONS LLC	TRANSPORTATION SUPPLIES 051	1,500.00
11	169	07/01/2023	59923	GLOBE PROMOTIONS LLC	GLOVES FOR MAINTENANCE 050	180.00
11	170	07/01/2023	55130	SUPERIOR TERMITE & PEST CONTROL	BED BUG TREATMENT ONLY 050	2,420.00
11	171	07/01/2023	5463	LEARNING A-Z	ANNUAL SUBSCRIPTION EL 572	4,611.60
11	172	07/01/2023	59258	ZEPTIVE INC	ANNUAL SOFTWARE & LICENSING	100.00
11	173	07/01/2023	59292	COMMON GOAL SYSTEMS INC	TEACHERASE, REPORT CARD AND GRADE EXPORT 000	24,010.70
11	174	07/01/2023	60222	MIDWEST MOTOR SUPPLY CO IN	TRANSPORTATION SUPPLIES 051	3,000.00
11	177	07/01/2023	60254	RED ROVER	EMPLOYEE PORTAL 000	19,361.00
11	178	07/10/2023	2732	TREAT'S SOLUTIONS, LLC	SOAP FOR DISTRICT 050	9,000.00
11	500	07/01/2023	5592	ADMIRAL EXPRESS LLC	SUPPLIES - 000/030/051	4,719.87
11	501	07/01/2023	5592	ADMIRAL EXPRESS LLC	COPY CENTER SUPPLIES 000	5,534.43

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11	502	07/01/2023	5592	ADMIRAL EXPRESS LLC	INDIAN ED SUPPLIES - 561	10,000.00
11	503	07/01/2023	5592	ADMIRAL EXPRESS LLC	SPED SUPPLIES - 006	1,248.28
11	504	07/01/2023	5592	ADMIRAL EXPRESS LLC	NE MISC SUPPLIES 003	1,944.97
11	505	07/01/2023	5592	ADMIRAL EXPRESS LLC	EE MISC SUPPLIES - 010	3,600.00
11	506	07/01/2023	5592	ADMIRAL EXPRESS LLC	CE MISC SUPPLIES - 001	3,899.98
11	507	07/01/2023	5592	ADMIRAL EXPRESS LLC	BMS MISC SUPPLIES - 004	1,995.06
11	508	07/01/2023	5592	ADMIRAL EXPRESS LLC	CI MISC SUPPLIES - 002	1,204.13
11	509	07/01/2023	5592	ADMIRAL EXPRESS LLC	9TH MISC SUPPLIES 011	1,504.45
11	510	07/01/2023	5592	ADMIRAL EXPRESS LLC	BHS OFFICE SUPPLIES 005	4,113.72
11	511	07/01/2023	5592	ADMIRAL EXPRESS LLC	NI - MISC SUPPLIES 009	3,992.59
11	512	07/01/2023	5592	ADMIRAL EXPRESS LLC	EI MISC SUPPLIES 012	2,182.90
11	513	07/01/2023	5592	ADMIRAL EXPRESS LLC	WE - MISC SUPPLIES 007	9,195.38
11	514	07/01/2023	5592	ADMIRAL EXPRESS LLC	WI - MISC SUPPLIES 008	5,127.03
11	515	07/01/2023	5592	ADMIRAL EXPRESS LLC	JOM MISC SUPPLIES 563/564	5,000.00
11	516	08/21/2023	5592	ADMIRAL EXPRESS LLC	ALT ED SUPPLIES 099	250.00
11	530	07/01/2023	2771	MIKE ANTHONY	REIMB TRAVEL/PURCHASES - 000	494.12
11	531	07/01/2023	57086	ROBERT J MILLER	REIMB TRAVEL/PHYSICAL/CCOS 000	1,412.45
11	532	07/01/2023	58961	DEBBIE LEWIS	REIMBURSE TRAVEL 000	80.69
11	533	07/01/2023	59573	MICKEY REPLOGLE	REIMBURSE TRAVEL - 005	552.80
11	535	07/01/2023	53638	JAMIE MILLIGAN	REIMBURSE TRAVEL 000, 541	526.20
11	536	07/01/2023	56673	STEVEN SCOTT	REIMBURSE TRAVEL 030	500.00
11	537	07/01/2023	55248	LINDA RICKS	TRAVEL REIMB 000	200.00
11	538	07/01/2023	1985	SHERRIL MCMILLAN	REIMB TRAVEL 000	500.00
11	539	07/01/2023	53741	DANIEL DIETZ	REIMBURSE TRAVEL 561	500.00
11	540	07/01/2023	56104	CODY COONCE	REIMBURES TRAVEL 000	500.00
11	541	07/01/2023	59625	RHONDA TAYLOR	REIMBURSE TRAVEL 000	272.50
11	542	07/01/2023	58960	KIM SCHEIN	REIMB TRAVEL 613, 000, 022	638.73
11	543	07/01/2023	59595	RACHEL CHINSETHAGID	REIMBURSEMENT 003	966.13
11	544	07/01/2023	57783	JEN MASTERSON	REIMBURSE TRAVEL 613, 000, 022	503.34
11	545	07/01/2023	57106	MEGAN DELAY	reimbursement 412-314	546.00
11	546	07/01/2023	53589	DANA STUFF	Reimbursement 412-314	576.25
11	547	07/01/2023	59405	NATALI D DAVIDSON	REIMBURSE TRAVEL 000	500.00
11	549	07/01/2023	59487	LYDIA WILSON	REIMB TRAVEL/PURCHASES - 000	724.00
11	550	07/01/2023	6187	CHERYL WILKINSON	REIMB TRAVEL/PURCHASES - 000/541	724.00
11	551	07/01/2023	60224	CURTIS WHITELEY	REIMB TRAVEL/PURCHASES - 011	724.00
11	552	07/01/2023	60303	LESA MOORE	REIMB TRAVEL/PURCHASES 012/000	458.45
11	553	07/01/2023	60259	ELIZABETH FRISILLO	REIMB TRAVEL/PURCHASES 003/000	703.51
11	700	07/01/2023	60318	VICTORIA MEADOWS	HEAD DANCE COACH 000	7,500.00
11	701	07/01/2023	60244	GRACIE KREIS	MS ASST DANCE COACH 000	1,500.00
11	702	07/01/2023	60245	LAUREN GRACE SUMLER	MS HEAD DANCE COACH 000	2,500.00
11	703	07/01/2023	60265	MACEY TURLEY	VARSITY ASST FASTPITCH SOFTBALL COACH 10/25/23 000	3,800.00

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11	704	07/01/2023	59614	KARI RIANE ANDERSON	ASST HS VOLLEYBALL COACH 5/25/24 000	3,000.00
11	705	07/01/2023	59744	BRANDON KYLE COGAN	ASST JV BASEBALL COACH 5/25/24 000	3,300.00
11	706	07/01/2023	56523	SARAH KLING	MS VOLLEYBALL COACH 000 10/25/23	2,250.00
11	707	07/01/2023	59411	JOE VINCENT	VARSITY ASSISTANT TENIS COACH 000 5/25/24 000	2,500.00
11	708	07/01/2023	59666	ERIN FLANNERY RODEN	ASST HS VOLLEYBALL COACH 12/25/23 000	3,000.00
11	709	07/01/2023	60286	KATHERINE LEE WILEY	ASSISTANT VOLLEYBALL COACH 12/25/23 000	3,000.00
11	710	07/01/2023	58442	CAMERON PALMER	9TH GRADE HEATH FOOTBALL COACH 12/25/23 000	4,500.00
11	711	07/01/2023	59238	DEREK SEROWSKI	HEAD VOLLEYBALL COACH 12/25/23 & 5/25/2023 000	6,000.00
11	712	07/01/2023	60348	RICHARD KYLE EVANS	MS VOLLEYBALL COACH 000 (MONTHLY)	5,000.00
11	713	07/01/2023	59000	JOHN WYETH TIMMONS	HEAD BOYS SOCCER COACH 000 12/25/23 - 5/23/24	5,500.00
11	714	07/01/2023	60292	ROBIN TAYLOR	ASSISTANT GIRLS SOCCER COACH MONTHLY 000	2,750.00
11	715	07/01/2023	60298	RAY BLAKE	WRESTLING HEAD COACH 000 6/30/2024	21,000.00
11	716	07/10/2023	57120	KENNY GIDDENS	ASSISTANT WRESTLING COACH 000 12/25	4,000.00
11	717	07/10/2023	59107	JEANNA HOLCOMB	MS TENNIS COACH 000 12/25	4,400.00
11	718	07/10/2023	54063	AARON JOSEPH MORTON	CREATIVE CONSULTANT/MARCHING SHOW DESIGNER 013	20,000.00
11	719	07/12/2023	52982	SHANE DERRICK ROLLER	VARSITY ASST WRESTLING COACH 000 3/25/2024	4,000.00
11	720	07/31/2023	60365	JENNIFER JILL RUSSELL	ASSISTANT MS TENNIS COACH 000 12/25/23, 5/25/24	3,500.00
11	721	08/01/2023	58690	LONG NGUYEN	ASSISTANT BOYS SOCCER COACH 000 5/23/24	2,750.00
11	722	08/07/2023	60373	CORDRAYE MARSHALL	10TH GRADE BOYS BASKETBALL COACH 000 (MONTHLY)	2,250.00
11	723	08/09/2023	60374	TREY ODAM	JRH ASSISTANT WRESTLING COACH 000 (MONTHLY)	2,500.00
11	725	08/30/2023	52232	JUSTIN DELAY	HEAD BASEBALL COACH 000 MULTIPLE PAYMENTS	10,500.00
11	1000	07/01/2023	54923	NORTHEASTERN STATE UNIVERSITY	APSI 541	300.00
11	1001	07/01/2023	60101	SEIDLITZ EDUCATION, LLC	PROFESSIONAL DEVELOPMENT 571	5,175.00
11	1002	07/01/2023	4352	ROWLAND VERNON	REIMBURSE TRAVEL 541	224.00
11	1003	07/01/2023	7139	PEARSON CLINICAL ASSESSMENT	OLSAT TESTING RECORDS 020	16,078.72
11	1004	07/01/2023	58099	PROJECT LEAD THE WAY	REGISTRATIONS FOR PLTW CONFERENCE 541	1,000.00

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11	1005	07/01/2023	60353	PROVEN4STRATEGY CONSULTING LLC	CONSULTING SERVICES 030	2,500.00
11	1006	07/01/2023	54987	OKLA ASSOC OF CAREER & TECH	Registration 412-316	530.00
11	1007	07/01/2023	59787	BLANE BURGE	Reimbursement Seattle conference 005	459.85
11	1008	07/01/2023	60291	LINDSEY MCCUNE	REIMBURSE IDENTIGO 000	58.25
11	1010	07/01/2023	58210	JOURNEYED.COM INC	License 412-316	2,500.00
11	1012	07/01/2023	5769	MUSIC THEATRE INTERNATIONAL	License 005	3,090.00
11	1013	07/01/2023	59543	IGNITE2UNITE, LLC	Professional Development Speaker 012	3,500.00
11	1014	07/01/2023	6788	H&H PRINTER SERVICES	Toner Cartridges/Career Tech money 412-316	1,143.00
11	1015	07/01/2023	5690	HOBBY LOBBY	bulletin board need 009	100.00
11	1016	07/01/2023	2086	K-LOG	Reflex Reversible Board 005	1,206.04
11	1017	07/01/2023	60305	MALCOM ANTHONY WATSON	Security vinyl install 001	250.00
11	1018	07/01/2023	5353	ARCADIA PRINTING OF TULSA	School Visual Enhancement qoutes 099	900.00
11	1021	07/01/2023	5872	SCHOOL MART	Texas Instrument Calculators 621	306.89
11	1022	07/01/2023	60097	CENTER FOR THE COLLABORATIVE CLASS	VIRTUAL CONSULTATION AUGUST 3, 2023 571	3,500.00
11	1023	07/01/2023	56227	CDW-G 2	DUAL MONITOR 051	163.62
11	1024	07/01/2023	3420	SCHOOL HEALTH CORPORATION	NURSING SUPPLIES 027	1,253.61
11	1026	07/01/2023	60128	TEACHTOWN	ENCORE TRAINING/TEACHER BUNDLES 621	68,780.70
11	1027	07/01/2023	60251	PROCARE THERAPY	THERAPY SERVICE 000	40,000.00
11	1028	07/01/2023	56227	CDW-G 2	TECH SUPPLIES 030	3,966.04
11	1030	07/01/2023	5463	LEARNING A-Z	Renewal for Learning A-Z Subscription 511	128.00
11	1034	07/01/2023	7145	ARCHWAY MKT SVS - BOOK DEPOSITORY	INTO LITERATURE - HS ORDER 333	2,229.41
11	1035	07/01/2023	7145	ARCHWAY MKT SVS - BOOK DEPOSITORY	INTO LITERATURE - INTERMEDIATE SITES 333	106,413.04
11	1036	07/01/2023	7145	ARCHWAY MKT SVS - BOOK DEPOSITORY	INTO LITERATURE HS 333	6,688.24
11	1037	07/01/2023	57137	BEDFORD, FREEMAN & WORTH	LIT & COMP ORDER - HS 333	45,432.66
11	1038	07/01/2023	1667	THOMPSON SCHOOL BOOK DEPOSITORY	PHYSICS ORDER - 9GC, HS 333	295,182.47
11	1039	07/01/2023	1667	THOMPSON SCHOOL BOOK DEPOSITORY	VISTA ORDER HS 333	99,614.44
11	1040	07/01/2023	58686	SCHOOL SPECIALTY	FOSS MATERIALS - INTERMEDIATES 333	5,812.56
11	1041	07/01/2023	2628	CAROLINA BIOLOGICAL SUPPLY COMPANY	COUPON- BUTTERLY LARVAE - ELEMENTARY SITES 333	1,607.58
11	1042	07/01/2023	1667	THOMPSON SCHOOL BOOK DEPOSITORY	ENVISION MATH ORDER - ELEMENTARY SITES 333	2,853.82
11	1043	07/01/2023	7145	ARCHWAY MKT SVS - BOOK DEPOSITORY	INTO READING ORDER - ELEMENTARY SITES 333	4,192.65
11	1044	07/01/2023	57575	OATECA	MULTIPLE LOACTIONS ASSESSMENTS 621	450.00

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11	1045	07/01/2023	57575	OATECA	Assessments for students 621	4,100.00
11	1046	07/01/2023	59032	CONTINUED.COM, LLC	PT CE School Membership 621	445.00
11	1047	07/01/2023	55185	LEXIA LEARNING SYSTEMS, INC.	STUDENT RENEWAL 621	4,180.00
11	1048	07/01/2023	60252	REALLY GREAT READING COMPANY, LLC	training for 8 including books 621	27,169.80
11	1049	07/01/2023	54987	OKLA ASSOC OF CAREER & TECH	Conference 412-314	290.00
11	1050	07/01/2023	58719	TRAFERA LLC	40 chromebook updates and warranties 628	14,360.00
11	1051	07/01/2023	60257	BRENNA HUMPHREY	Per Diem reimbursement for conferences 412-314	300.00
11	1052	07/01/2023	60255	ACCUTRAIN CORPORATION	Speaker 005, 004, 011	19,305.00
11	1053	07/01/2023	57100	LESSONPIX CUSTOM LEARNING MATERIALS	Group user liscense 621	356.40
11	1054	07/01/2023	56737	TORY KRAUS	PER DIEM 027	220.10
11	1055	07/01/2023	56227	CDW-G 2	Exterior access points WEST 030	4,714.03
11	1056	07/01/2023	60246	SALSBURY INDUSTRIES INC	LOCKERS FOR TRANSPORTATION (BTG) 000	3,790.00
11	1057	07/01/2023	7145	ARCHWAY MKT SVS - BOOK DEPOSITORY	INTO LITERATURE - MS 333	142,280.78
11	1058	07/01/2023	57663	ARDATH LAMB	PER DIEM 027	76.00
11	1059	07/01/2023	56738	LAURA WILEY	PER DIEM 027	76.00
11	1060	07/01/2023	58980	TIA MORROW	PER DIEM 027	254.54
11	1061	07/01/2023	60262	KAELYN SNOW	PER DIEM 027	255.85
11	1062	07/01/2023	59503	TRACY STEPHENS	PER DIEM 027	76.00
11	1063	07/01/2023	54987	OKLA ASSOC OF CAREER & TECH	OKLAHOMA SUMMIT REGISTRATION 412-314	290.00
11	1064	07/01/2023	58048	JADE PERIGO	IDENTIGO REFUND 000	58.25
11	1065	07/01/2023	5395	SOUTHEAST AUTO TRIM, INC.	BUS/AUTO REPAIRS 051	1,500.00
11	1066	07/06/2023	51624	ALPHA AWARDS	Badges, Plaques, etc. 009	300.00
11	1067	07/06/2023	1449	SAM'S CLUB DIRECT	Yearly PO 001	100.00
11	1068	07/01/2023	1856	WALMART COMMUNITY	Yearly PO 001	100.00
11	1069	07/06/2023	60293	JACOB HANSETH	3D PRINTER 004	300.00
11	1070	07/06/2023	58702	HEGGERTY PHONEMIC AWARENESS	Supplies 001	100.00
11	1071	07/06/2023	57264	ESGI, LLC	yearly subscription 001	100.00
11	1072	07/06/2023	56227	CDW-G 2	Lenovo 500e Chromebook 007	399.00
11	1073	07/06/2023	6131	OPERATION AWARE OF OKLAHOMA, INC.	OA Classes for 4th Grade 009	2,000.00
11	1074	07/06/2023	1667	THOMPSON SCHOOL BOOK DEPOSITORY	TWIG SCIENCE ORDER - ELEMENTARY SITES 333	43,791.66
11	1075	07/06/2023	5913	CENGAGE LEARNING	INTRO TO SPORTS MEDICINE & ATHLETIC TRAINING 333	1,540.00
11	1076	07/06/2023	55958	BPA NATIONAL CENTER	Annual affiliation fee 412-316	800.00
11	1077	07/06/2023	57038	LIGHTHOUSE ELECTRIC LLC	New access control system card reader 007	1,427.00
11	1078	07/06/2023	6208	APPLE EDUCATIONAL SALES	IMMIGRANT IPAD ORDER 571	13,288.50
11	1079	07/06/2023	8035	IXL LEARNING INC	6th Grade Science Curriculum 002	600.00
11	1080	07/06/2023	633	GREAT EXPECTATIONS NSU	materials and instruction 001	1,500.00

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11	1081	07/06/2023	7145	ARCHWAY MKT SVS - BOOK DEPOSITORY	OK INTO READING 5TH GR 333	6,129.38
11	1082	07/06/2023	60266	ASLDEALFINED	ASL DEAFINED 12 MOS OF ASL W/APP 333	1,800.00
11	1083	07/06/2023	51624	ALPHA AWARDS	New hire badges 001	100.00
11	1084	07/06/2023	5353	ARCADIA PRINTING OF TULSA	PRINTING 561	200.00
11	1085	07/06/2023	60287	BRIAN PONCY	Training 001	604.80
11	1086	07/06/2023	53545	LORI HEARD	Reimbursement for Conference 412-316	145.85
11	1087	07/06/2023	59409	HEATHER L WITHEM	Reimbursement 412-316	100.00
11	1088	07/06/2023	4845	SOLUTION TREE	Singletons in PLC at Work 005	119.60
11	1089	07/06/2023	5188	ULINE	Trash Cans 005	1,663.24
11	1091	07/10/2023	58686	SCHOOL SPECIALTY	School Needs 009	300.00
11	1092	07/10/2023	8035	IXL LEARNING INC	Upgrade IXL site license 012	3,150.00
11	1093	07/10/2023	54406	MARENEM INC	new classroom kits 001	339.90
11	1094	07/10/2023	60097	CENTER FOR THE COLLABORATIVE CLASS	SIPPS MATERIALS 571	2,241.00
11	1095	07/10/2023	633	GREAT EXPECTATIONS NSU	Coaching Day 010	1,500.00
11	1096	07/11/2023	60097	CENTER FOR THE COLLABORATIVE CLASS	CONSULT PD - COLLABORATIVE CLASSROOM 571	600.00
11	1097	07/11/2023	59336	RICK HOLMES - RELATE THEN EDUCATE	TULSA CRM WORKSHOP 9/12/23 541	3,375.00
11	1098	07/11/2023	58686	SCHOOL SPECIALTY	School Supplies 003	3,000.00
11	1099	07/11/2023	444	DOC'S FOOD STORES, INC	FACS food, open PO 412-314	1,000.00
11	1100	07/11/2023	1856	WALMART COMMUNITY	Misc. supplies 010	250.00
11	1101	07/11/2023	5643	CENGAGE LEARNING	Microsoft Editions 412-316	14,411.65
11	1102	07/11/2023	1856	WALMART COMMUNITY	OPEN PO 001	100.00
11	1103	07/11/2023	1856	WALMART COMMUNITY	Open PO for the year, supplies 412-314	3,000.00
11	1104	07/11/2023	5592	ADMIRAL EXPRESS LLC	Classroom Supplies 412-316	1,500.00
11	1105	07/11/2023	54406	MARENEM INC	FLASH CARDS 001	250.00
11	1106	07/11/2023	59929	INFINITE ENTERPRISES LLC	Drone video - campus school dismissal 010	100.00
11	1107	07/11/2023	2663	WEST MUSIC COMPANY	Music GF materials 001	206.68
11	1108	07/11/2023	4244	PLANK ROAD PUBLISHING, INC.	Music GF materials 001	65.45
11	1109	07/11/2023	53773	JW PEPPER	Music GF materials 001	87.97
11	1111	07/11/2023	70099	OKLAHOMA FFA ASSOC.	Registration AET Fee Package 311	1,865.00
11	1112	07/11/2023	52916	SCHOLASTIC MAGAZINES	Scholastic Classroom Magazines 008	2,493.71
11	1113	07/11/2023	6131	OPERATION AWARE OF OKLAHOMA, INC.	Operation Aware 4th Grade 008	2,200.00
11	1114	07/11/2023	2017	LAKESHORE LEARNING MATERIALS	Classroom Rug 010	820.00
11	1115	07/11/2023	59031	ALPHA MECHANICAL SERVICES LLC	unit at HS attendance 795	4,820.70
11	1116	07/11/2023	53013	EAI EDUCATION	CALCSAFE BUNDLE 366	4,306.00
11	1117	07/11/2023	56274	FCCLA	Affiliation Fees for National FCCLA 412-314	900.00
11	1118	07/11/2023	2272	LOWE'S	Misc 003	300.00

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11	1119	07/11/2023	60010	KISH RUSSELL LLC	FEDERAL PROGRAM COMPLIANCE WORKSHOP 511	6,050.00
11	1120	07/20/2023	1232	O'CONNOR COMPANY INC.	MAINTENANCE PARTS 795	8,662.00
11	1121	07/20/2023	2272	LOWE'S	Open PO for the year, high school supplies 005	100.00
11	1122	08/01/2023	57271	LEARNING WITHOUT TEARS	LEARNING WITHOUT TEARS ORDER PREK -4TH GR 795	13,863.14
11	1123	08/01/2023	70080	STUDIES WEEKLY, INC	STUDIES WEEKLY GRADES 2-5 795	19,843.20
11	1124	08/01/2023	60329	PAULLA C SLAWSON	School Psych 621	50,000.00
11	1126	08/03/2023	54889	OKLAHOMA TULSA PARTS (TRANE)	PARTS FOR DISTRICT 795	11,712.88
11	1128	08/03/2023	55845	5 STAR STUDENTS	App for 5 Starr, subscription 005	2,500.00
11	1130	08/03/2023	60332	CUTTING EDGE ROBOTIC TECHNOLOGIES	PLASMA CUTTING MACHINE 421	28,462.00
11	1131	08/03/2023	59980	ISOGRAD INC	TOSA EDUCATION PACK 421	9,657.00
11	1132	08/07/2023	60333	AAON INC	PARTS AND SUPPLIES FOR DISTRICT 795	7,402.47
11	1133	08/07/2023	58605	CING S MANSAN	INTERPRETATION SERVICES 000	500.00
11	1134	08/07/2023	59737	NIANG TAWI MANG	INTERPRETATION SERVICES 000	500.00
11	1135	08/07/2023	59755	DIM EN CING	INTERPRETATION SERVICES 000	500.00
11	1136	08/07/2023	59658	LIAN KIM	INTERPRETATION SERVICES 000	500.00
11	1137	08/08/2023	57117	RESPONSE LAW, LLC	CONSULTING SERVICE 000	4,500.00
11	1138	08/08/2023	57983	UNIVERSITY OF OK HEALTH SCIENCES	Autism Training 613	1,500.00
11	1139	08/08/2023	57983	UNIVERSITY OF OK HEALTH SCIENCES	Challenging Behavior for Students with Autism 613	875.00
11	1140	08/08/2023	57983	UNIVERSITY OF OK HEALTH SCIENCES	Para Autism Training and support staff 613	2,700.00
11	1141	08/08/2023	55952	SCHOOL FIX	cork strip replacement 001	50.00
11	1144	08/08/2023	58588	SCHOLASTIC EDUCATION	SUPER STEM MAGAZINE SUBSCRIPTIONS FOR CI 511	337.50
11	1146	08/10/2023	51624	ALPHA AWARDS	Name Tags 004	700.00
11	1147	08/10/2023	1856	WALMART COMMUNITY	FACS classroom supplies 412-314	600.00
11	1148	08/10/2023	4352	ROWLAND VERNON	Reimbursement 004	945.00
11	1149	08/11/2023	57764	GOODHEART-WILCOX PUBLISHER	Books 412-316	3,162.00
11	1150	08/11/2023	58708	ADAPTIVEMALL.COM, LLC	Keekaroo Height right Chair 643	164.95
11	1152	08/13/2023	53773	JW PEPPER	Year Long Music 004	511.00
11	1153	08/13/2023	1856	WALMART COMMUNITY	Budgeted money for each departments 005	500.00
11	1154	08/15/2023	52916	SCHOLASTIC MAGAZINES	Scholastic Magazine 009	1,804.88
11	1155	08/15/2023	624	GOPHER SPORTS	PE Equipment 008	600.00
11	1156	08/15/2023	56255	B&H PHOTO-VIDEO	Career Tech money, video/audio 412-316	5,281.98
11	1157	08/21/2023	60310	LAUNCH PEAK PERFORMANCE	Aug 31st PD Trauma Response in the Classroom 010	550.00
11	1158	08/21/2023	1245	PAPERWORK COMPANY	Building signs 001	55.00
11	1159	08/23/2023	60310	LAUNCH PEAK PERFORMANCE	PD- Kristen Hale	400.00
11	1160	08/24/2023	1445	SAIED MUSIC	Competition Music - Choir 004	109.00

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11	1161	08/24/2023	59336	RICK HOLMES - RELATE THEN EDUCATE	Classroom Management Workshop 007	125.00
11	1162	08/24/2023	57163	WESTCO LAMINATING SERVICES	laminator repair 001	25.00
11	1164	08/25/2023	60310	LAUNCH PEAK PERFORMANCE	August 31 Professional Development 003	550.00
11	1165	08/25/2023	58734	BEARCOM	Walkie battery purchase 007	450.00
11	1166	08/25/2023	59336	RICK HOLMES - RELATE THEN EDUCATE	Classroom Management Workshop 010	300.00
11	1167	08/28/2023	3420	SCHOOL HEALTH CORPORATION	NURSE SUPPLIES 027	1,165.22
11	1168	08/28/2023	58734	BEARCOM	walkie talkie 007	518.93
11	1169	08/28/2023	59764	LAB-AIDS, INC	ADDITIONAL SGI BIOLOGY TEs 333	675.00
11	1170	08/29/2023	633	GREAT EXPECTATIONS NSU	Teacher Coaching 002	1,500.00
11	1171	08/29/2023	56274	FCCLA	National & State chapter affiliation dues 412-314	574.00
11	1172	08/29/2023	6208	APPLE EDUCATIONAL SALES	Ipads - MS Admin 004	1,751.80
11	1173	08/29/2023	2384	GALE / CENGAGE LEARNING	Gale In Context 018	6,111.01
11	1174	08/30/2023	1643	TEACHER'S DISCOVERY	Flangoo One Year Subscription 005	537.00
11	1175	08/30/2023	60358	EASY WAY SAFETY SERVICES, INC	Restraints for the bus 628	2,250.00
11	1176	08/30/2023	60357	EVERY BODY UNIFORMS	FCCLA Official Blazers 412-314	274.00
11	1177	08/30/2023	59701	ABDO-SPOTLIGHT-MAGIC WAGON	Books 014	1,184.35
11	1178	08/30/2023	60304	CLICK GAMING LLC	License/Registration 23-24 (Fall-Spring) 005	200.00
11	1179	08/30/2023	52916	SCHOLASTIC MAGAZINES	PreK, K, 1 Scholastic Magazines 003	500.00
11	1181	08/31/2023	4425	WARREN CAT	LIGHT TOWER RENTAL FOR FB GAME 050	1,843.24
11	1182	08/31/2023	56227	CDW-G 2	PLTW 9TH GRADE COMPUTER SCIENCE 091	3,520.00
11	1183	08/31/2023	58099	PROJECT LEAD THE WAY	PLTW 9TH GRADE COMPUTER SCIENCE 091	2,058.00
11	1184	08/31/2023	57080	ROBERT J MILLER	REIMBURSE FOR CCOSA DUES 000	895.00
11	1185	09/01/2023	1276	HERTZBERG-NEW METHOD, INC.	Books for Library 015	4,098.86
11	1186	09/01/2023	59150	DISCOUNT SCHOOL SUPPLY	Acct # 5701164 (EE ART) 010	194.91
11	1187	09/05/2023	60364	MARA ALEXANDRA MICHAEL	Contractor, planners, IEP 621	70,000.00
11	1188	09/05/2023	55566	CEV MULTIMEDIA, LTD	License, Student & Teachers 412-312	1,325.00
11	1189	09/05/2023	57264	ESGI, LLC	23-24 ESGI License for 13 (K, 2,) 010	1,800.00
11	1190	09/06/2023	633	GREAT EXPECTATIONS NSU	GE Coaching Days 012	1,500.00
11	1191	09/06/2023	51878	CCOSA	Kim Shein & Jen Masterson-Best Practices 613	358.00
11	1192	09/06/2023	2017	LAKESHORE LEARNING MATERIALS	light table sensory bundle 007	755.25
11	1193	09/06/2023	3676	APPLE STORE	2 iPads 007	716.00
11	1194	09/06/2023	56227	CDW-G 2	Printer 412-316	505.08
11	1196	09/07/2023	1276	HERTZBERG-NEW METHOD, INC.	5th Grade Books 009	483.29

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Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1197	09/07/2023	60350	JOSEPH M SANFELIPPO LLC	LEAD FROM WHERE YOU ARE PD 541	12,500.00
11	1199	09/07/2023	57400	NATIONAL ART EDUCATION ASSOCIATION	NAHS Student Dues 005	125.00
11	1200	09/07/2023	54406	MARENEM INC	2 Classroom Kits 007	226.60
11	1201	09/08/2023	54012	BILINGUAL DICTIONARIES INC	WORD TO WORD DICTIONARIES ORDER 572	264.44
11	1202	09/08/2023	59764	LAB-AIDS, INC	Lab items 011	298.20
11	1203	09/08/2023	60174	PLEASANT VALLEY SCHOOL FOUNDATION	3rd Grade Field Trip 003	900.00
11	1204	09/08/2023	57271	LEARNING WITHOUT TEARS	Licenses for 5 Students at WE 198	22.00
11	1205	09/11/2023	1856	WALMART COMMUNITY	Nurse's office 004	300.00
11	1206	09/12/2023	5336	STARFALL EDUCATION FOUNDATION	School Membership 239	355.00
11	1207	09/12/2023	3581	DEMCO, INC.	book repair supplies 017	600.00
11	1208	09/12/2023	1856	WALMART COMMUNITY	Open PO	500.00
11	1209	09/12/2023	6131	OPERATION AWARE OF OKLAHOMA, INC.	4th grade operation aware	1,650.00
11	1210	09/13/2023	6131	OPERATION AWARE OF OKLAHOMA, INC.	Operation Aware 23-24	1,650.00
11	1211	09/13/2023	54326	EDMENTUM	518 - READING EGGS PROGRAM LICENSE FY24	240.00
11	1212	09/13/2023	1856	WALMART COMMUNITY	Misc. School-Based Items	500.00
Non-Payroll Total:						\$6,818,056.43
Payroll Total:						\$46,845,873.64
Balance Forward:						\$0.00
Report Total:						\$53,663,930.07

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Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	1	07/01/2023	1168	OG&E	ELECTRIC	1,272,449.70
21	2	07/01/2023	1326	PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	360,511.36
21	3	07/01/2023	4382	OKLAHOMA NATURAL GAS COMPANY	GAS	106,500.00
21	4	07/01/2023	2412	CITY OF TULSA	SEWER SVS - NORTH/NI	35,000.00
21	5	07/01/2023	319	CITY OF BIXBY	WATER SVS	186,761.75
21	6	07/01/2023	53576	CITY OF BROKEN ARROW	WATER FOR NE& NEI 050	12,000.00
21	7	07/01/2023	2730	AMERICAN WASTE CONTROL	TRASH SERVICE 050	97,052.86
21	8	07/01/2023	60122	INTEGRITY FIRE LLC	FIRE ALARM & SPRINKLER INSPEC	42,538.73
21	9	07/01/2023	3071	GRAYBAR ELECTRIC	MATERIALS FOR DISTRICT WIDE NEEDS	28,434.42
21	10	07/01/2023	57038	LIGHTHOUSE ELECTRIC LLC	ANNUAL DNA FUSION SOFTWARE RENEWAL	5,937.14
21	12	07/01/2023	52073	VARSITY COURT CARE	SAND, SCREEN, RECOAT GYM FLOOR HS AND MS	15,300.00
21	13	07/01/2023	54889	OKLAHOMA TULSA PARTS (TRANE)	SUPPLIES FOR DISTRICT	25,828.46
21	14	07/01/2023	5188	ULINE	SUPPLIES FOR DISTRICT	2,204.64
21	15	07/01/2023	58106	THE HOME DEPOT PRO	MACHINE REPAIR	5,520.00
21	16	07/01/2023	2272	LOWE'S	SUPPLIES FOR THE DISTRICT	43,419.65
21	17	07/01/2023	1963	SHERWIN-WILLIAMS COMPANY	PAINT FOR THE DISTRICT	1,793.76
21	18	07/01/2023	695	HEATWAVE SUPPLY	DISTRICT SUPPLIES	70,559.76
21	19	07/01/2023	210	BROKEN ARROW ELECTRIC SUPPLY	ELECTRICAL SUPPLIES FOR DISTRICT	7,130.46
21	20	07/01/2023	1678	TIRE BARN, INC.	TIRES FOR THE DISTRICT	35.80
21	21	07/01/2023	53787	BANK OF AMERICA VISA	MATERIALS FOR DISTRICT	3,965.37
21	22	07/01/2023	1232	O'CONNOR COMPANY INC.	SUPPLIES NEEDED FOR DISTRICT	13,882.57
21	23	07/01/2023	7133	P & K EQUIPMENT, INC	REPAIR PARTS FOR MOWERS - 050	593.34
21	24	07/01/2023	8016	ENVIRONMENTAL LOOP SERVICE, LLC	REPAIRS ON GEOTHERMAL 000	35,058.40
21	25	07/01/2023	1547	SOUTHWEST DRIVES, INC.	PARTS FOR MAINTENANCE	678.77
21	26	07/01/2023	70505	LAWSON PRODUCTS, INC	SUPPLIES FOR THE DISTRICT	1,244.71
21	27	07/01/2023	58971	KONE INC	ELEVATOR SERVICE FOR DISTRICT	25,255.85
21	28	07/01/2023	927	LOCK-DOC, INC.	SUPPLIES FOR THE DISTRICT	6,930.87
21	29	07/01/2023	5612	STATE OF OKLAHOMA DEPT OF LABOR	LICENSE FOR DISTRICT	5,000.00
21	30	07/01/2023	8025	TRACTOR SUPPLY COMPANY	SUPPLIES FOR THE DISTRICT	553.87
21	31	07/01/2023	57038	LIGHTHOUSE ELECTRIC LLC	FIRE ALARM REPLACE/INSPECT ACCESS CONTROL	35,319.00
21	32	07/01/2023	59041	OKLAHOMA ENERGY SOURCE LLC	NATURAL GAS	1,407.66
21	33	07/01/2023	55856	FIELDHOUSE GEAR, INC	MAINTENANCE UNIFORMS	1,139.00
21	35	07/01/2023	55143	MICHAEL EMBRY	BOND FOR MICHAEL W EMBRY	500.00
21	36	07/01/2023	56429	BIXBY OUTDOOR POWER EQUIPMENT	SUPPLIES FOR THE DISTRICT	2,872.62
21	37	07/01/2023	56765	CARRIER ENTERPRISE, LLC	SUPPLIES FOR DISTRICT	2,117.15
21	38	07/01/2023	57489	ENGINEERED EQUIPMENT INC	DISTRICT FILTERS	12,914.28

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Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	39	07/01/2023	111	BANK OF OKLAHOMA	LEASE PAYMENT - NEW ADMIN BUILDING	42,278.00
21	40	07/01/2023	55130	SUPERIOR TERMITE & PEST CONTROL	DISTRICT PEST CONTROL	31,524.84
21	44	07/01/2023	3152	OVERHEAD DOOR OF TULSA	OVERHEAD DOOR REPAIR	150.00
21	45	07/01/2023	1420	BRIERLY CORPORATION	PLUMBING REPAIRS FOR THE DISTRICT	209.00
21	47	07/01/2023	57038	LIGHTHOUSE ELECTRIC LLC	REPAIRS FOR THE DISTRICT	8,115.54
21	49	07/01/2023	57844	WE CLEAN 4-U WHIPPLE CLEANING SVS	CLEANING SERVICE	174,000.08
21	51	07/01/2023	58954	SLK LAWN AND LANDSCAPE, LLC	MOWING FOR THE DISTRICT	118,507.32
21	52	07/01/2023	5989	HYDROWORX INTERNATIONAL, INC.	POOL SERVICE PLAN	5,900.00
21	53	07/01/2023	961	MAGIC REFRIGERATION	SUPPLIES FOR THE DISTRICT	1,766.92
21	54	07/01/2023	56057	ES2	A/C REPAIRS AND REPROGRAMMING CONTROLLERS	10,140.00
21	56	07/01/2023	3742	OKLAHOMA STATE DEPART. OF HEALTH	SWIMMING POOL/THERAPY POOL LICENSE	150.00
21	57	07/01/2023	2618	TRU GREEN	LAWN CARE	18,074.50
21	59	07/01/2023	60030	MISSCO INTERIOR CONCEPTS, LLC	PAINT FOR THE DISTRICT	500.00
21	60	07/01/2023	58032	HERC RENTALS INC	SUPPLIES FOR THE DISTRICT	1,000.00
21	61	07/01/2023	58646	YORK PLUMBING	SUPPLIES-SERVICES FOR THE DISTRICT	10,307.00
21	62	07/01/2023	57666	MARTIN FISCHER PAINTING	PAINTING SERVICES	7,650.00
21	63	07/01/2023	58651	TULSA SOD AND MULCH INC	PLAYGROUND MULCH	1,150.00
21	65	07/01/2023	56433	HARDSCAPE MATERIALS	SUPPLIES FOR THE DISTRICT	763.61
21	66	07/01/2023	59152	COOK'S APPLIANCE INC	SUPPLIES FOR MAINTENANCE	315.00
21	67	07/01/2023	55355	SITE ONE LANDSCAPE SUPPLY, LLC	GRASS CHEMICALS FOR DISTRICT	1,011.52
21	68	07/01/2023	58781	STATEWIDE COMMERCIAL CLEANING CO	CLEANING SERVICES DISTRICT	1,080,286.00
21	69	07/01/2023	53094	SPRING CREEK NURSERY	SUPPLIES FOR THE DISTRICT	540.00
21	70	07/01/2023	59031	ALPHA MECHANICAL SERVICES LLC	HVAC SERVICE FOR DISTRICT	7,550.00
21	72	07/01/2023	59161	SUNSTATE EQUIPMENT CO LLC	EQUIPMENT RENTAL	735.00
21	73	07/01/2023	1077	MURRAY WOMBLE, INC.	MAINTENANCE SUPPLIES	5,370.00
21	74	07/01/2023	59952	UMB BANK	AMAZON PURCHASES	22,386.41
21	76	07/01/2023	59235	WHITE SEPTIC CLEANING	Plumbing for district	1,900.00
21	77	07/01/2023	59254	THE TUNNEL RAT	GOPHER SERVICE HS AND MS	19,449.00
21	78	07/01/2023	59261	LENNOX INDUSTRIES INC	SUPPLIES FOR MAINTENANCE	252.57
21	79	07/01/2023	58126	KOMPAN INC	MAINTENANCE SUPPLIES	86.25
21	80	07/01/2023	816	JOHNSTONE SUPPLY OF TULSA	SUPPLIES FOR DISTRICT	16,670.83
21	81	07/01/2023	236	BUILDERS SUPPLY, INC.	SUPPLIES FOR MAINTENANCE	1,620.38
21	82	07/01/2023	58743	SUNBELT POOLS, LLC	POOL SUPPLIES	17,000.00
21	83	07/01/2023	53382	ATKINSON SUPPLY	PART &/OR JANITORIAL SUPPLIES	1,336.85
21	84	07/01/2023	58214	SPECTRUM PAINT COMPANY, INC	PAINT FOR THE DISTRICT	7,508.65
21	85	07/01/2023	6435	LOCKE SUPPLY	PLUMBING SUPPLIES FOR THE DISTRICT	5,486.12

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Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	87	07/01/2023	58448	WINDOWS XPRESS	WINDOW CLEANING FOR DISTRICT	800.00
21	88	07/01/2023	2509	TULSA WINNELSON COMPANY	PLUMBING SERVICE FOR THE DISTRICT	1,106.44
21	89	07/01/2023	59649	PCC CLEANING & RESTORATION	MOLD CHECK FOR DISTRICT	650.00
21	90	07/01/2023	59894	STANLEY STEEMER INTERNATIONAL INC	CARPET CLEANING FOR THE DISTRICT	11,160.00
21	91	09/12/2023	60384	CLEARWATER ENTERPRISES LLC	NATURAL GAS	57,106.78
21	200	07/01/2023	55952	SCHOOL FIX	DISTRICT NEEDS	1,019.11
21	201	07/01/2023	4835	GRAINGER	Traffic Zone Marking Paint	1,006.81
21	202	07/01/2023	59689	SPARTAN SIGNS & GRAPHICS LLC	MAINTENANCE SIGNS FOR DISTRICT	1,897.00
21	206	07/12/2023	4748	ROBINSON GLASS	window replacements at HS, soccer, and ROTC	946.00
21	207	07/20/2023	2922	EWING IRRIGATION PRODUCTS, INC.	pine mulch for playgrounds	5,551.48
21	208	08/01/2023	60327	FORD AUDIO-VIDEO SYSTEM, LLC	HS AUDITORIUM INTEGRATED SOUND SYSTEM	700.00
21	209	08/14/2023	59923	GLOBE PROMOTIONS LLC	GLOVES FOR MAINTENANCE	4,850.00
21	210	08/24/2023	60347	JASON GROVE	PURCHASED EMERGENCY PART FOR LEAK AT EAST	28.17

Non-Payroll Total:	\$4,176,925.13
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$4,176,925.13

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Fund	PO No	Date	Vendor No	Vendor	Description	Amount
22	1	07/01/2023	717	HILAND DAIRY COMPANY	MILK PRODUCTS FOR CAFETERIA	281,510.14
22	2	07/01/2023	216	BROOKS GREASE SERVICE, INC.	GREASE REMOVAL FOR CAFETERIAS	8,839.20
22	3	07/01/2023	389	CURTIS RESTAURANT SUPPLY	TOOLS & EQUIPMENT	14,240.60
22	4	07/01/2023	2245	JAMES KEVIN EAKLE	REPAIR EQUIPMENT	34,511.80
22	5	07/01/2023	724	HOBART CORPORATION	PARTS/REPAIRS FOR CAFETERIAS	37,996.96
22	6	07/01/2023	20	ACCURATE FIRE EQUIPMENT CO	FIRE EQUIPMENT INSPECTIONS	1,669.62
22	7	07/01/2023	1995	OKLAHOMA DEPT. OF HUMAN SERVICES	ASSESSMENT FEE COMMODITIES	4,769.58
22	8	07/01/2023	5592	ADMIRAL EXPRESS LLC	CAFETERIA OFFICE SPPLIES	4,009.72
22	9	07/01/2023	56637	HEARTLAND SCHOOL SOLUTIONS	SOFTWARE MAINT.	9,834.00
22	10	07/01/2023	58486	PEPSI	DRINKS FOR THE CAFETERIA	33,926.12
22	11	07/01/2023	1715	TULSA TECHNOLOGY CENTER	ServSafe Class for Managers	430.00
22	13	07/01/2023	55118	BARE METAL STANDARD OKLAHOMA	CAFETERIA CLEANING	6,163.00
22	14	07/01/2023	59164	ASIAN FOOD SOLUTIONS / COMIDA VIDA	Commodity Food For Students	5,320.90
22	15	07/01/2023	57667	NUTRI-LINK TECHNOLOGIES, INC	CLOUD SERVICE	1,325.00
22	16	07/01/2023	57842	BUDDY'S PRODUCE INC	SUPPLIES FOR THE DISTRICT	165,895.25
22	17	07/01/2023	51751	U.S. FOOD SERVICE, INC	SUPPLIES FOR THE DISTRICT	1,068,515.93
22	18	07/01/2023	51653	TYSON PREPARED FOODS, INC	SUPPLIES FOR THE DISTRICT	57,825.32
22	19	07/01/2023	114	BARLOW EDUCATION MANAGEMENT SVS.	CHILD NUTRITION CONSULTANT	3,300.00
22	20	07/01/2023	59660	BUGBROS MULTIFAMILY, LLC	PEST CONTROL FOR CAFETERIAS	7,500.00
22	21	07/01/2023	55124	COSTLEY ENTERPRISES NO. 90, INC	FOOD	77,353.69
22	22	07/01/2023	7042	THE ARROW GROUP	285 - BONDS FOR CHILD NUTRITION DEPT	1,500.00
22	23	07/01/2023	51650	FRECKLES FROZEN CUSTARD	FROZEN YOGURT FOR THE CAFETERIAS	3,496.50
22	25	07/01/2023	961	MAGIC REFRIGERATION	CAFETERIA REPAIRS	1,999.98
22	26	07/01/2023	99999	BIXBY PUBLIC SCHOOLS	REIMBURSE GF	1.00
22	27	07/01/2023	53578	SCHOOL NUTRITION ASSOC OF OKLAHOMA	SNA MEMBERSHIP RENEWAL	1,034.50
22	28	07/01/2023	56827	BERNARD FOOD INDUSTRIES, INC.	285 - FOOD FOR CAFETERIAS	13,240.16
22	29	07/01/2023	53787	BANK OF AMERICA VISA	PURCHASES/TRAVEL FOR CHILD NUTRITION	560.49
22	30	07/01/2023	58106	THE HOME DEPOT PRO	TRASHBAGS AND SUPPLIES	3,362.00
22	31	07/01/2023	2657	TULSA COMMUNITY COLLEGE	FOOD SERVICE MANAGER CERTIFICATION COURSE	168.00
22	32	07/01/2023	444	DOC'S FOOD STORES, INC	SUPPLIES	31.11
22	33	07/01/2023	57742	EMS LINQ INC	WEB SUBSCRIPTION AND TRAINING	2,322.00
22	34	07/01/2023	6435	LOCKE SUPPLY	CHILD NUTRITION SUPPLIES	620.78
22	35	07/01/2023	59952	UMB BANK	AMAZON PURCHASES	2,500.00
22	36	07/01/2023	57829	THE BRENMAR COMPANY	SUPPLIES FOR THE DISTRICT	5,752.50
22	37	07/01/2023	210	BROKEN ARROW ELECTRIC SUPPLY	ELECTRICAL MATERIALS FOR CAFETERIAS	126.27
22	38	07/01/2023	53697	NATIONAL FOOD GROUP	FOOD FOR KITCHENS	6,835.28

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22	39	07/01/2023	60016	RANSOM'S BBQ LLC	BBQ Sauce for Students MIO	302.40
22	40	07/01/2023	52424	BEN E KEITH - OKLAHOMA	FOOD FOR CAFETERIA	55,459.35
22	41	07/01/2023	2396	HAGAR RESTAURANT SERVICE, INC.	REPAIR/SUPPLIES	1,542.18
22	42	07/01/2023	58041	STANDARD DISTRIBUTING COMPANY	ALLIGATOR ICE	119.22
22	43	07/01/2023	58521	GENERAL PARTS	OVEN REPAIR	391.95
22	44	07/01/2023	58968	SEA LEVEL SOCIAL, LLC	SOCIAL MEDIA MANAGEMENT SERVICE	6,630.00
22	46	07/01/2023	3742	OKLAHOMA STATE DEPART. OF HEALTH	KITCHEN LICENSE RENEWALS	1,250.00
22	47	07/01/2023	57740	ESS SOUTH CENTRAL, LLC	CHILD NUTRITION SUBS	631.15
22	48	07/01/2023	58969	E-CONTROL SYSTEMS, INC	MONITORING SOFTWARE	2,400.00
22	49	07/01/2023	51624	ALPHA AWARDS	Name Tags for employees	172.70
22	50	07/01/2023	181	BLUE RIBBON FORMS, INC.	RECEIPT BOOKS	500.00
22	100	07/01/2023	54035	OSWALT RESTAURANT SUPPLY	Equipment for kitchens	21,206.11
22	101	07/12/2023	60116	CENTRAL RESTAURANT PRODUCTS	HEATED CABINET WE/WI	5,825.78
22	102	07/12/2023	927	LOCK-DOC, INC.	mortise lock at NE kitchen	926.67
22	103	08/17/2023	695	HEATWAVE SUPPLY	TRITON HEATER	9,106.89
22	104	08/18/2023	56765	CARRIER ENTERPRISE, LLC	2 condenser fan motors hs	581.83
22	105	08/29/2023	60339	FREEZING POINT LLC	Juice Concentrate for machine for A la Cart	4,000.00
22	106	08/30/2023	55856	FIELDHOUSE GEAR, INC	Uniforms for Employees	893.00
22	107	09/01/2023	1856	WALMART COMMUNITY	Gluten free item	1,000.00
22	109	09/07/2023	60116	CENTRAL RESTAURANT PRODUCTS	CAFETERIA SUPPLIES	8,807.22
22	200	07/01/2023	60124	ELIA MUNOZ	REIMBURSE PERMIT/MILEAGE	200.00
22	201	07/01/2023	59490	ALLISON MAYNARD	REIMBURSE PERMIT/MILEAGE	200.00
22	202	07/01/2023	55905	KELLY ANDERSON	REIMBURSE PERMIT/MILEAGE	200.00
22	204	07/01/2023	58870	DIVINA RODGERS	REIMBURSE PERMIT/MILEAGE	200.00
22	205	07/01/2023	54364	RACHEL HAMILTON	REIMB MILEAGE/PERMIT	200.00
22	206	07/01/2023	3757	SILVERIA CHAIREZ	REIMBURSE PERMIT/MILEAGE	200.00
22	207	07/01/2023	55878	BARBARA EVANS	REIMB MILEAGE/PERMIT	200.00
22	208	07/01/2023	60278	SABA COUDHARY	REIMB MILEAGE/PERMIT	200.00
22	209	07/01/2023	56808	CASSIE COFFETT	REIMB MILEAGE/PERMIT	200.00
22	210	07/01/2023	58869	DEBBIE OWENS	REIMB MILEAGE/PERMIT	200.00
22	211	07/01/2023	57155	PAM MCLAUGHLIN	REIMB MILEAGE/PERMIT	200.00
22	212	07/01/2023	7103	MARIA CHAIREZ	REIMBURSE PERMIT/ MILEAGE	200.00
22	213	07/01/2023	2313	MARINA CHAIREZ	REIMBURSE PERMIT/MILEAGE	200.00
22	214	07/01/2023	60279	ALICIA PORTER	REIMB MILEAGE/PERMIT	200.00
22	215	07/01/2023	58868	YESENIA LOZANO	REIMB MILEAGE/PERMIT	356.97
22	217	07/01/2023	58962	THERESIA MORGAN	REIMB MILEAGE/PERMIT	32.60
22	218	07/01/2023	57222	GAYLE FORD	REIMBURSE PERMIT	853.04
22	219	07/01/2023	56558	HELEN HURST	REIMB MILEAGE/PERMIT	1,733.08
22	220	07/01/2023	4043	SELINA GARMAN	REIMB MILEAGE/PERMIT	360.94
22	221	07/01/2023	60280	LIZ ARELLANO	REIMB MILEAGE/PERMIT	200.00
22	222	07/01/2023	60281	JULIE BENNETT	REIMB MILEAGE/PERMIT	200.00
22	223	07/01/2023	60282	AIMEE KETTENHOFEN	AIMEE KETTENHOFEN	200.00

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Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Fund Codes: 22

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
22	224	07/01/2023	54417	GEORGIA CORNETT	REIMB MILEAGE/PERMIT	200.00
22	225	07/01/2023	55906	MONTIE SMITH	REIMB MILEAGE/PERMIT	200.00
22	226	07/01/2023	58963	BOBBIE PACULA	REIMBURSE PERMIT/MILEAGE 285	200.00
22	227	07/01/2023	60283	PAMELA RUCKEY	REIMB MILEAGE/PERMIT	200.00
22	228	07/01/2023	58000	AUDREY HIATT	REIMBURSE MILEAGE	615.39
22	229	07/01/2023	58502	JENNY REED	MILEAGE REIMBURSEMENT	520.00
22	230	07/01/2023	59083	RYAN SPALDING	REIMBURSE MILEAGE/PERMIT	207.72
22	232	07/01/2023	60173	JESSICA WEST	REIMB MILEAGE/PERMIT	200.00
22	233	07/01/2023	59012	ELIZABETH D HALE	Food Handler's Permit Reimbursement	200.00
22	234	07/01/2023	59069	CHRISTI GRAY	Food Handler's Permit Reimbursement	200.00
22	235	07/01/2023	57684	MARGARET CARLSON	REIMBURSE PERMIT/MILEAGE	200.00
22	236	07/01/2023	59636	REBECCA SOWERS	mileage reimbursement	200.00
22	237	07/01/2023	60284	ASHLEY MUSTIN	REIMB MILEAGE/PERMIT	220.00
22	238	07/01/2023	59635	SANDRA MARQUEZ	mileage reimbursement	200.00
22	239	07/01/2023	59847	JENNIFER HERNANDEZ	Mileage Reimbursement	525.00
22	240	07/01/2023	60285	CAMMIE BUNKMAN	REIMB MILEAGE/PERMIT	200.00
22	241	07/01/2023	59903	MARTHA SHROPSHIRE	Food handler's card reimbursement	200.00
22	242	07/01/2023	59915	TASHA STURDIVANT	food handlers permit reimbursement	200.00
22	243	08/01/2023	60330	RONNA HEGINBOTHAM	Food handler's reimbursement	20.00
22	300	08/04/2023	60302	HONG ALLEN	LUNCH ACCOUNT REFUND	106.20
22	301	08/04/2023	58274	AUTUMN MCCLURE	LUNCH ACCOUNT REFUND	44.95
22	302	08/10/2023	60328	KRYSTAL ANDERSON	LUNCH ACCOUNT REFUND	21.00
22	303	08/18/2023	60335	TEARA FIROR	LUNCH ACCOUNT REFUND	29.30
22	304	08/18/2023	60336	LAUREN BAUER	LUNCH ACCOUNT REFUND	24.90
22	305	08/18/2023	60337	CANDACE KIRK	LUNCH ACCOUNT REFUND	15.95
22	306	08/30/2023	54390	LUNDY MORRISON	LUNCH ACCOUNT REFUND	21.10
22	307	08/30/2023	60361	BRIAN HEIMBACH	LUNCH ACCOUNT REFUND	50.30
22	308	08/30/2023	60362	KRYSTAL HUTCHINSON	LUNCH ACCOUNT REFUND	39.30
22	309	09/08/2023	60377	JACQUELINE BRESEE	LUNCH ACCOUNT REFUND	33.40
22	310	09/11/2023	60383	PATRICIA MARTIN	LUNCH ACCOUNT REFUND	21.45
22	311	09/13/2023	56856	KIM KIRK	LUNCH ACCOUNT REFUND	55.35

Non-Payroll Total:	\$2,002,141.79
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Payroll Total:	\$0.00
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Balance Forward:	\$0.00
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Report Total:	\$2,002,141.79
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Bixby Public Schools
Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Fund Codes: 31

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
31	1	07/01/2023	57666	MARTIN FISCHER PAINTING	EXTERIOR PAINT	10,250.00
31	2	07/01/2023	57489	ENGINEERED EQUIPMENT INC	Seresco Motorized Axial Fan - POOL	6,287.00
31	3	07/28/2023	58106	THE HOME DEPOT PRO	Partitions in girl's locker room at Old Whitey	1,982.02
31	4	08/20/2023	57928	SB CUSTOM PAINTING, LLC	PAINTING FOR SOCCER TICKET BOOTH	10,000.00

Non-Payroll Total:	\$28,519.02
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$28,519.02

Bixby Public Schools

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Fund Codes: 32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
Non-Payroll Total:						\$0.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$0.00

Bixby Public Schools

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Fund Codes: 33

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
						<hr/>
Non-Payroll Total:						\$0.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						_____

Bixby Public Schools
Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Fund Codes: 34

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
Non-Payroll Total:						\$0.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$0.00

Bixby Public Schools

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Fund Codes: 35

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
35	1	07/01/2023	60246	SALSBURY INDUSTRIES INC	LOCKERS FOR WRESTLING	16,289.71
35	2	07/01/2023	59279	HARNESS ROOFING INC	NE WALL LEAK	2,000.00
35	3	07/01/2023	58086	SCOTT RICE	FURNITURE FOR EI	12,553.91
35	4	07/01/2023	59171	KENDRICK EXCAVATING LLC	NE CONCRETE DEMO AND REPLACEMENT	13,700.00
35	5	07/01/2023	57992	WALLACE DESIGN COLLECTIVE, PC	ADMIN BUILDING SURVEY	8,000.00
35	6	07/01/2023	57038	LIGHTHOUSE ELECTRIC LLC	MAINTENANCE VIDEO SURVEILLANCE	26,444.00
35	7	07/01/2023	57038	LIGHTHOUSE ELECTRIC LLC	MAINTENANCE INTRUSION DETECTION	11,559.00
35	8	07/01/2023	57038	LIGHTHOUSE ELECTRIC LLC	MAINTENANCE ACCESS CONTROL	15,401.00
35	9	07/01/2023	57038	LIGHTHOUSE ELECTRIC LLC	HS TEMP ATTEND ENTRY ACCESS	2,315.00
35	10	07/01/2023	59031	ALPHA MECHANICAL SERVICES LLC	GAS FURNACE CE	49,472.00
35	12	07/01/2023	60011	MOREHEAD CONSTRUCTION, LLC	CONCRETE MAINT BUILDING	258,221.00
35	13	07/01/2023	695	HEATWAVE SUPPLY	HEATER GIRLS WRESTLING	8,371.68
35	14	07/01/2023	60267	GARAGE INNOVATIONS INC	FLOORING TRAINING ROOM, MS, BIG WHITEY	27,850.00
35	15	07/01/2023	55952	SCHOOL FIX	Bulletin/White boards	9,562.20
35	16	07/10/2023	57038	LIGHTHOUSE ELECTRIC LLC	SOUTH DOOR SCIENCE ACCESS CONTROL	3,563.87
35	17	07/10/2023	53787	BANK OF AMERICA VISA	TV FOR WI ENTRYWAY	3,379.94
35	18	07/10/2023	4777	FRED J. MILLER, INC.	BAND UNIFORMS	162,750.00
35	19	07/12/2023	59608	NABHOLZ CONSTRUCTION SERVICE	MAINTENANCE BUILDING	505,454.00
35	20	07/20/2023	4748	ROBINSON GLASS	Girls wrestling locker room remodel in old whitey	840.00
35	21	07/27/2023	57038	LIGHTHOUSE ELECTRIC LLC	IP SPEAKERS AND CABLES - HS	4,348.37
35	22	08/01/2023	59031	ALPHA MECHANICAL SERVICES LLC	HVAC POOL PARTS	4,402.16
35	23	08/01/2023	57038	LIGHTHOUSE ELECTRIC LLC	HS BAND VALCOM REPAIR	3,560.39
35	24	08/02/2023	56625	BILL KNIGHT FORD	2023 FORD TRANSIT T250 CARGO VAN	46,971.00
35	25	08/02/2023	60030	MISSCO INTERIOR CONCEPTS, LLC	REPAIR TABLE - SCIENCE LAB 9TH GRADE	5,887.00
35	26	08/25/2023	695	HEATWAVE SUPPLY	EE water heater	3,129.07

Non-Payroll Total:	\$1,206,025.30
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$1,206,025.30

Bixby Public Schools
Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Fund Codes: 36

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
36	1	07/01/2023	1729	UNITED ENGINES, INC.	TRANSMISSION REPAIR	8,645.65
36	2	07/01/2023	385	CUMMINS SOUTHERN PLAINS, LLC	ENGINE REPAIR	31,488.52
36	3	07/31/2023	56227	CDW-G 2	TOUGHBOOKS FOR TRANSPORTATION	2,333.95
36	4	08/02/2023	493	EMPIRE TRUCK REBUILDERS, INC.	ACTIVITY BUS REPAIR - DEER DAMAGE	5,185.00
36	5	08/30/2023	55163	MSE, INC.	REPAIR TRANSPORTATION RADIOS	11,950.00
Non-Payroll Total:						\$59,603.12
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$59,603.12

Bixby Public Schools
Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Fund Codes: 37

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
Non-Payroll Total:						\$0.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$0.00

Bixby Public Schools

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Fund Codes: 38

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
38	1	07/01/2023	56625	BILL KNIGHT FORD	2023 FORD f250 CREW CAB 4WD	51,319.00
38	2	07/01/2023	57038	LIGHTHOUSE ELECTRIC LLC	CE-EE STOCK CAMERAS	16,190.12
38	5	07/06/2023	58448	WINDOWS XPRESS	WINDOW CLEANING	21,825.00
38	6	07/06/2023	59649	PCC CLEANING & RESTORATION	WATER LEAKS FOR NI, MS, EAST	44,932.72
38	7	07/06/2023	53787	BANK OF AMERICA VISA	ADI- RACKMOUNT/TOWER	3,170.08
38	8	07/10/2023	58719	TRAFERA LLC	CHROMEBOOKS ALT ED	10,470.00
38	9	07/10/2023	56227	CDW-G 2	DESKTOP AND MONITORS NEW HIRES	48,850.00
38	10	07/10/2023	59031	ALPHA MECHANICAL SERVICES LLC	GAS ELECTRIC 20T 460V system - baseball/softball	28,624.00
38	11	07/10/2023	59031	ALPHA MECHANICAL SERVICES LLC	Tech Mini split install	5,989.00
38	13	07/11/2023	59542	ENVIRONMENTAL LOOP SERVICE	Geothermal Pump Replacement	13,319.00
38	14	07/11/2023	60301	AIR SYSTEMS AND PUMP SOLUTIONS INC	REPAIRS AT AG BUILDING	11,659.60
38	15	07/12/2023	54889	OKLAHOMA TULSA PARTS (TRANE)	new compressor for the soccer field	1,175.65
38	16	07/17/2023	59279	HARNES ROOFING INC	Central Int. Coping Cap Replacement	5,010.00
38	17	07/17/2023	59279	HARNES ROOFING INC	MS PANEL	650.00
38	18	07/17/2023	59279	HARNES ROOFING INC	EI ART ROOM LEAK	1,711.00
38	19	07/17/2023	59279	HARNES ROOFING INC	NI ENTRYWAY LEAKS	2,157.00
38	20	07/17/2023	59279	HARNES ROOFING INC	WHITEY FORD GYM LEAKS	8,564.00
38	21	07/17/2023	59279	HARNES ROOFING INC	NE WALL LEAK	1,953.58
38	23	07/20/2023	59031	ALPHA MECHANICAL SERVICES LLC	5 ton furnace and evaporator at HS attendance	4,820.70
38	24	07/20/2023	60346	Z FLOOR CO LTD	2 SETS VOOLEYBALL NETS PLUS	15,000.00
38	26	07/22/2023	1445	SAIED MUSIC	KEYBOARDS AND ACCESSORIES FOR PIANO INSTRUCTION	3,592.65
38	27	08/01/2023	59279	HARNES ROOFING INC	SOFTBALL OFFICE LEAK	1,927.00
38	28	08/01/2023	59279	HARNES ROOFING INC	SPORTS MED BUILDING LEAK REPAIR & WALL WATER TEST	2,058.00
38	29	08/01/2023	60331	AMERICAN LEAK DETECTION	HS LEAK DETECTION	10,000.00
38	30	08/02/2023	56625	BILL KNIGHT FORD	2023 F150 CREW CAB 4WD TRUCK	45,675.00
38	31	08/02/2023	111	BANK OF OKLAHOMA	LEASE PAYMENT NEW HS BUILDING	8,605,605.12
38	32	08/02/2023	55155	UMB BANK, N.A.	LEASE PURCHASE PAYMENT FOR WEST	9,454,073.03
38	33	09/06/2023	54003	FULL COMPASS SYSTEMS, LTD	FINE ARTS EQUIPMENT	4,624.35
38	34	09/06/2023	59031	ALPHA MECHANICAL SERVICES LLC	PRACTICE GYM new 25 ton Daikin	38,945.70

Non-Payroll Total:	\$18,463,891.30
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$18,463,891.30

Bixby Public Schools
Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Fund Codes: 39

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
					Non-Payroll Total:	<u>\$0.00</u>
					Payroll Total:	<u>\$0.00</u>
					Balance Forward:	<u>\$0.00</u>
					Report Total:	<u><u>\$0.00</u></u>

Bixby Public Schools
Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Fund Codes: 41

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
Non-Payroll Total:						\$0.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						

**Oklahoma State Department of Education
Districtwide Alternative Education Implementation Plan Report
2023-2024**

7. Mailing Address (Street)	501 S. Riverview		
8. Mailing Address (City)	Bixby		
9. Mailing Address (Zip)	74008		
10. Contact Email	ddeitz@bixbyps.org		
11. Length of Program			
Program runs 4 hours 12 minutes 5 days a week			[]
756 hours in your school calendar			[X]
Deregulation turned into Accreditation office date of submission			[]
12. Days Operating	T-F		
13. Time Program Begins	08:45 AM		
14. Time Program Ends	03:52 PM		
15. Grade Levels Served			
Grade 7	[X]	Grade 8	[X]
Grade 9	[X]	Grade 10	[X]
Grade 11	[X]	Grade 12	[X]
16. How many students are being served each day?	79		
16 A. If serving less than 10 students and not cooping have you completed a Statutory Waiver/Deregulation Application for Alternative Education? (Due Oct 1)	No		
17. Of the above number, how many students attend a Career Technology Center?	8		
18. How many Alternative Education students take classes at the traditional school in addition to their classes in the Alternative Education Academy Program?	20		
19. How many Alternative Education students are concurrently enrolled in college or university courses?	2		

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TEACHER INFORMATION

20. Teacher Name	Tina Thomas
21. Email Address	tthomas@bixbyps.org
22. Years of experience	>25
23. Degree Held	M.Ed
24. Number of hours per week served in the Alternative Education Academy Program.	40
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	62,500
26. Has a criminal record search been conducted on this teacher?	Yes
27. Teacher Certification Number	157649
28. Has a 'Teaching Out of Certification Exemption' form been filed with the Alternative Education office for this teacher (if applicable)? Due by Oct 2	No

20. Teacher Name	Corbin Burchett
21. Email Address	cburchett@bixbyps.org
22. Years of experience	5
23. Degree Held	BA
24. Number of hours per week served in the Alternative Education Academy Program.	40
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	45,500
26. Has a criminal record search been conducted on this teacher?	Yes
27. Teacher Certification Number	435322
28. Has a 'Teaching Out of Certification Exemption' form been filed with the Alternative Education office for this teacher (if applicable)? Due by Oct 2	Yes

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20. Teacher Name	Dolly Scott
21. Email Address	dscott@bixbyps.org
22. Years of experience	>25
23. Degree Held	MA
24. Number of hours per week served in the Alternative Education Academy Program.	40
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	66,050
26. Has a criminal record search been conducted on this teacher?	Yes
27. Teacher Certification Number	175699
28. Has a 'Teaching Out of Certification Exemption' form been filed with the Alternative Education office for this teacher (if applicable)? Due by Oct 2	No

20. Teacher Name	Tyler Schneider
21. Email Address	tschneider@bixbyps.org
22. Years of experience	13
23. Degree Held	MA
24. Number of hours per week served in the Alternative Education Academy Program.	40
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	53,050
26. Has a criminal record search been conducted on this teacher?	Yes
27. Teacher Certification Number	238286
28. Has a 'Teaching Out of Certification Exemption' form been filed with the Alternative Education office for this teacher (if applicable)? Due by Oct 2	No

20. Teacher Name	Paul Mayfield
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**Oklahoma State Department of Education
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21. Email Address	pmayfield@bixbyps.org
22. Years of experience	13
23. Degree Held	BA
24. Number of hours per week served in the Alternative Education Academy Program.	40
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	48,550
26. Has a criminal record search been conducted on this teacher?	Yes
27. Teacher Certification Number	429188
28. Has a 'Teaching Out of Certification Exemption' form been filed with the Alternative Education office for this teacher (if applicable)? Due by Oct 2	No

20. Teacher Name	Sarah Cogan
21. Email Address	scogan@bixbyps.org
22. Years of experience	5
23. Degree Held	MA
24. Number of hours per week served in the Alternative Education Academy Program.	40
25. Indicate the salary and benefits on the designated step within the District's Salary Schedule including the five percent (5%) increment. (Only for the time actually served in the Alternative Education Academy Program)	74,550
26. Has a criminal record search been conducted on this teacher?	Yes
27. Teacher Certification Number	408871
28. Has a 'Teaching Out of Certification Exemption' form been filed with the Alternative Education office for this teacher (if applicable)? Due by Oct 2	No

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ADMINISTRATOR/COUNSELOR INFORMATION

	Counselor Type
29. Administrator or Counselor Name	Regina Riddle
30. Email address	riddle@bixbyps.org
31. Documented duties performed in the Alternative Education Program	Create schedules, counsel students, scheduling presenters, creation and implementation of Grad plans for students
32. Number of hours per week served in the Alternative Education Program.	40
33. Is this counselor a certified school guidance counselor?	School Guidance Counselor
34. Salary and benefits	57,800
35. In what capacity does this individual serve?	Counselor

29. Administrator or Counselor Name	Daniel Deitz
30. Email address	ddeitz@bixbyps.org
31. Documented duties performed in the Alternative Education Program	Oversees day-to-day operation, Life skills, schedules, Tech, Edgenuity meets with parents regarding grades& attendance.
32. Number of hours per week served in the Alternative Education Program.	40
33. Is this counselor a certified school guidance counselor?	--
34. Salary and benefits	82,799
35. In what capacity does this individual serve?	Administrator

COLLABORATIVE AGENCY INFORMATION

36. Agency Name	Bixby Outreach Center
37. Contact Name	Missy Brumley
38. Phone	9183669226
39. Email Address	missy.brumley@bixbyoc.org

**Oklahoma State Department of Education
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40. Services Provided Offers food, clothing and school supplies to community and students in need

41. When are the services provided? Tues-Thurs 10am-3pm

36. Agency Name Daybreak Counseling
37. Contact Name Caitlin Rhoades-Zagorski, LMSW
38. Phone 9185616000
39. Email Address crzagorski@daybreakok.com
40. Services Provided Provides counseling services for students

41. When are the services provided? As needed, By appt

36. Agency Name Palmer Drug Counseling
37. Contact Name Liz Neas
38. Phone 9188327764
39. Email Address info@palmer-tulsa.org
40. Services Provided Provides counselling wo students with addiction

41. When are the services provided? At site or at their main office

36. Agency Name Bixby Police Dept
37. Contact Name Bradley Kendall
38. Phone 9183732420
39. Email Address sro@bixbyps.org
40. Services Provided Provides safety, presents on safety and awareness.

41. When are the services provided? As needed

36. Agency Name OSU-IT
37. Contact Name General contact
38. Phone +1 800 722
39. Email Address information@okstate.edu
40. Services Provided OSU Institute of Technology

**Oklahoma State Department of Education
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41. When are the services provided? Campus tours, Site visit form OSU-IT instructors.

36. Agency Name Tulsa Tech

37. Contact Name Mandy Flannary

38. Phone 9184057162

39. Email Address mandy.flanary@tulsatech.edu

40. Services Provided Does site visits and presentations to provide students the opportunity to see what career field they are interested in. Also does tech tours, and program visits

41. When are the services provided? As scheduled

42. Check all that apply to the district's intake and screening process.

- Approved intake form
- At Risk Indicator
- Parent/guardian present
- Teacher from the traditional school
- Administrator from the traditional school
- Administrator from the alternative program (when applicable)
- Individualized Education Plan (IEP) Change of Placement
- Counselor present
- Cumulative folder
- Student present
- Student transcript
- Written graduation plan for each student
- Official referral

43. How often are students allowed to enroll in the Alternative Education Program? Check all that apply.

- Daily
- Once each week
- Monthly only
- Quarterly only
- Semester only
- Other interval. Please describe:

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44. Do you ensure that no indication will appear on the Alternative Education student's transcript that will eliminate the opportunity for high school credit to be accepted at institutions of higher education, career technology centers, and/or the United States Military?

Yes [X]

45. List courses that are offered to students in the traditional school that are not available to the students in the Alternative Education Program.

Honors classes

46. Check all instructional strategies and activities that apply to your program. (Documented evidence required)

- | | |
|---|---------------|
| Lesson plans from teacher(s) at the traditional school | [X] |
| Hands on art instruction | [X] |
| Cooperative learning | [X] |
| Distance learning. Please list the distance learning provider used in your Alternative Education Academy program. | [X] Edgenuity |
| Computer software. Please list computer software programs used in your Alternative Education Academy program. | [X] Edgenuity |
| Teacher-developed curriculum and learning activities | [X] |
| Service-learning | [X] |
| Packaged curricula | [X] |
| Self-paced | [X] |
| Project-based learning | [X] |
| Tutoring | [X] |
| Individualized instruction | [X] |
| Life skills instruction for all students | [X] |

47. How many hours per week is counseling provided exclusively to Alternative Education students? (Documented evidence required)

> 6

48. Check the days counseling is provided exclusively to Alternative Education students.

- | | |
|-----------|-----|
| Monday | [X] |
| Tuesday | [X] |
| Wednesday | [X] |
| Thursday | [X] |
| Friday | [X] |

49. Who provides counseling services?

Regina Riddle

**Oklahoma State Department of Education
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50. Indicate the provider's credentials. (Counselor must be certified by SDE or a mental health provider with appropriate licensure.)

State certification as school guidance counselor

51. Check all types of counseling strategies used in the Alternative Education Program. (Documented evidence required)

Individual	<input checked="" type="checkbox"/>
Family	<input checked="" type="checkbox"/>
Academic	<input checked="" type="checkbox"/>
Conflict resolution	<input checked="" type="checkbox"/>
Group	<input checked="" type="checkbox"/>
Teen parenting	<input checked="" type="checkbox"/>
Career	<input checked="" type="checkbox"/>
Drug/alcohol/substance abuse	<input checked="" type="checkbox"/>

52. Which disciplines of art are taught to Alternative Education students? (Documented evidence required)

Vocal music	<input type="checkbox"/>
Instrumental music	<input type="checkbox"/>
Integrated approach (hands-on)	<input checked="" type="checkbox"/>
Performing arts (dance, drama, etc.)	<input type="checkbox"/>
Visual art (drawing, oil, photography, etc.)	<input type="checkbox"/>

53. Do students receive credit for the arts?

Yes	<input checked="" type="checkbox"/>
-----	-------------------------------------

54. The district will support the Alternative Education personnel's attendance at professional development workshops, regional meetings, and seminars provided by the State Department of Education. (Documented evidence required)

Yes	<input checked="" type="checkbox"/>
-----	-------------------------------------

55. Students in the Alternative Education Program, who otherwise meet all participation requirements, are allowed to participate in vocational programs and extracurricular activities, including but not limited to athletics, band, and clubs.

Yes	<input checked="" type="checkbox"/>
-----	-------------------------------------

56. How many Alternative Education senior students participated in the regular commencement exercises last school year?

> 40

57. How many Alternative Education students were reported on your district's annual Student Dropout Report for the 2021-2022 school year?

5

**Oklahoma State Department of Education
Districtwide Alternative Education Implementation Plan Report
2023-2024**

58. Will the Alternative Education Program be operational and ready to serve students on the 1st of September?

Yes

59. Are materials and equipment purchased with revenue received for the Alternative Education Program made available exclusively to the Alternative Education students during the hours that the Alternative Education Program is operating?

Yes

60. Is the Alternative Education Program site readily ADA Compliant?

Yes

No

61. Does the Alternative Education Program regularly provide transportation to students or transportation accessible if needed?

Yes

No

62. Does the Alternative Education Program offer food service to students?

Yes

No

63. I understand in order to receive funding the evidence criteria review must be completed and students must be coded correctly in your district's student information system.

Yes

No

Contract for Consultative Services

This agreement for Consultative Services is made by and between Gary Duhon, PhD, BCBA-D and Bixby Public Schools, Bixby, Oklahoma.

1. Services Gary Duhon, PhD agrees to provide consultative services occurring during the course of two to four school days which includes conducting assessments, observations and providing recommendations in the form of a written report regarding the identified student's current educational services and proposals for modifications in services currently provided. The assessment may include but are not limited to direct observation, teacher interview, parent interview, brief functional assessment, and direct interaction with the student. Proposals for interventions or service modifications will be provided in a written report on the day of the final site visit. A copy of the report will be provided to Bixby Public School and to the student's legal guardians during the final visit. It is anticipated that the visits will occur within one calendar month given adequate access to the student and school based data.

2. Payment and Terms In return for consultative services provided Bixby Public School will pay Gary Duhon, PhD the sum of \$0.00 per site visit for a maximum total of \$0.00.

Signature 
Gary J. Duhon, PhD, BCBA-D

Signature 
Bixby Public Schools Rep

Date 8-30-2023

Date 8-30-23



Sherry McIntyre <smcintyre@bixbyps.org>

RE: BUY BIXBY 2023: Bixby Metro Chamber

3 messages

Christal Melton <ChristalM@bixbychamber.com>

Tue, Sep 12, 2023 at 10:02 AM

To: "kcreekmore@bixbyps.org" <kcreekmore@bixbyps.org>, "smcintyre@bixbyps.org" <smcintyre@bixbyps.org>

Good morning. I just wanted to follow up regarding your participation in Buy Bixby for 2023. You must respond to this email by September 29th so that you don't miss out. Please see below for further information and let me know if you have any questions. You can reach me on my cell phone at 918-812-2129. Thank you!

From: Christal Melton**Sent:** Wednesday, September 6, 2023 9:26 AM**To:** kcreekmore@bixbyps.org**Subject:** BUY BIXBY 2023: Bixby Metro Chamber

Hello! Last year your company participated in in Buy Bixby. It may not seem like it, but its almost that time again! Please see last years sponsorship information below and let me know if would like to do that same sponsorship. I will also provide other information below if you would like to change your sponsorship for this year. No need to register on our website. Just respond to this email and we can invoice you. Invoices just need to be paid by December 31, 2023. Thank you!

Your Buy Bixby Sponsorship 2022:

GINGERBREAD

Name only on event PR/Marketing with exception of poster, billboard & t-shirt

2 rolls of tickets

12 month listing on Buybixby.com

Mention on Buy Bixby Facebook page

ADDITIONAL BUY BIXBY INFO

Join us as we kick off the 2023 Buy Bixby season. The Buy Bixby program highlights the Bixby business community, while featuring a variety of merchants, products and services. The increase in sales tax collections helps the City of Bixby provide necessary services to its residents and merchants.

The Buy Bixby program is one of the state's most successful holiday shopping programs! It is designed to build awareness of, and excitement about, Bixby businesses. The Buy Bixby program provides people within our community and throughout the region with greater exposure to what Bixby has to offer. It helps keep more of our local citizens' shopping dollars in our community while drawing in new shoppers from outside of our community. The most exciting incentive of this program is cash and prizes during the most wonderful time of the year!

We will be giving away cash prizes and more! Register to win at the event. Must be over 18 to win.

SPONSORSHIP OPPORTUNITIES:

GUM DROP \$2,250

Logo on event PR/Marketing including billboard/poster
Unlimited rolls of tickets
Featured business on 12 month listing on Buybixby.com
Promotion on Buy Bixby Facebook page
30 second promotional video
Company logo on the back of exclusive shirts

SUGAR COOKIE \$1,200

Logo on event PR/Marketing with exception of billboard
Unlimited rolls of tickets
Featured business on 12 month listing on Buybixby.com
Pop-In on Buy Bixby Facebook page
Company logo on the back of exclusive shirts

CANDY CANE \$650

Logo on event PR/Marketing with exception of poster & billboard
Up to 40 rolls of tickets
12 month listing on Buybixby.com
Mention on Buy Bixby Facebook page
Bolded name on the back of exclusive shirts

GINGERBREAD \$400

Name only on event PR/Marketing with exception of poster, billboard & t-shirt
2 rolls of tickets
12 month listing on Buybixby.com
Mention on Buy Bixby Facebook page

***Please update my contact email to: christalm@bixbychamber.com**



CHRISTAL MELTON | Director of Membership and Development

12 West Dawes | PO Box 158 | Bixby, OK 74008
p 918.366.9445 | f 918.366.9443 | m 918.812.2129
www.bixbychamber.com

Bringing Out the Best in Business

Text the word [BMCCNetworking](https://www.bixbychamber.com) to 72727 to opt-in and stay tuned for updates on networking opportunities, events & ribbon-cuttings as they happen.

The Bixby Metro Chamber serves the needs of all members – from solo entrepreneurs to corporations – to ensure the strength and vitality of our community.

FACILITIES USE AND LICENSE AGREEMENT

THIS AGREEMENT is entered into between **INDEPENDENT SCHOOL DISTRICT NO. 4 OF TULSA COUNTY, OKLAHOMA, a/k/a Bixby Public Schools ("School District")**, and the **BIXBY YOUTH FOOTBALL ASSOCIATION, INC. ("Licensee")**.

RECITALS:

1. Licensee desires to use on a temporary basis certain facilities owned by the School District.
2. The School District desires to allow Licensee to use and occupy designated portions of those facilities at specific times and for specific purposes.

WHEREFORE, in consideration of the following mutual promises, covenants and conditions and intending to be legally bound the parties agree as follows:

1. The School District agrees to allow Licensee to use and occupy certain facilities and portions thereof consisting of the School District's practice fields (football and soccer) at various times throughout the season and to make use of Spartan Stadium and the Soccer Game Field for regular season and playoff games subject to the special conditions and for the fees specified in Exhibit "A", attached hereto and incorporated herein.
2. Licensee acknowledges receipt of a current copy of the School District's Regulations governing the use of school property and hereby agrees to comply with the regulations during its use of school property and facilities. Further, the Licensee shall take reasonable steps to ensure that the Regulations are observed by the Licensee's guests and invitees while in attendance at Licensee's games and practices.
3. Licensee agrees to release, hold harmless, indemnify and defend the School District, its agents and employees from any and all liability regardless of the source and regardless of the type of claim which may occur arising out of, directly or indirectly, the Licensee's use of school property and facilities. In addition to the foregoing release and indemnity, and not in lieu thereof, Licensee agrees to furnish School District with a certificate or certificates of insurance coverage in such amounts as the superintendent of schools requires as will insure the School District against any and all liability or actions that can arise by virtue of the Oklahoma Governmental Tort Claims Act, and naming the School District, its agents and representatives as additional parties insureds.
4. Licensee warrants and represents that it is authorized to sign this Agreement and by signing this Agreement binds itself, its affiliates, members, successors and assigns.
5. This Agreement is terminable at the will of the School District upon thirty (30) days' advance notice.
6. Licensee will take care to use all facilities and equipment of the School District in a careful and prudent manner so as to prevent any loss, defacement or damage to them. Licensee is liable to the School District for the damages, repair or replacement of any items damaged during its use of the School District's facilities.

EXHIBIT "A"

FACILITIES USE AGREEMENT
BIXBY YOUTH FOOTBALL ASSOCIATION, INC. ("BYFA")
2023

Property Use at HS Campus

- A. BYFA must provide a practice schedule and a game schedule to the Head Football Coach and Athletic Director before any practice starts.
 - a. No games are to be played on October 7th, 2023 – Band Competitions.
 - b. BYFA has been advised of additional Schedule conflict dates which have been forwarded and discussed in detail
- B. BYFA must practice on designated practice fields only. The area in front of North Elementary is also available. **UNDER NO CIRCUMSTANCE WILL PRACTICE BE HELD ON THE FOOTBALL GAME FIELD OR THE SOCCER GAME FIELD.**
- C. It is the responsibility of the BYFA to keep the practice areas and the stadium clean. All trash is to be collected and placed in the dumpster, press box vacuumed, counter tops wiped down, and bathrooms cleaned. If this does not occur the cost of clean up services will be charged to BYFA at the rate of \$30.00 per hour. The cost of repair or replacement for any damages caused by BYFA's use of School District facilities will be the responsibility of BYFA.
- D. No parking is allowed on the east side of Mingo during practices and games. Parking is only allowed in **paved** parking lots.
- E. No practices or games are to be held on Wednesday nights after 5:00 p.m. or Sundays on BPS School facilities.
- F. Keys that have been checked to the BYFA will be returned to the athletic department no later than 2 weeks after season is over. If keys are not returned, then you will be held responsible for the replacement cost of keys, locks, and labor costs.
- G. The High School Field (Spartan Stadium) will be made available for regular season and playoff games at a flat rate of \$2000.00 per season.
- H. The Soccer Field will be made available for regular season and playoff games at a flat rate of \$1500.00 per season.
- I. During or after bad weather (rain, snow, sleet and freezing conditions) permission must be obtained from the head football coach or the athletic director before use of School District facilities for practice or for games.
- J. Payment for stadium usage will be made to Bixby Public Schools no later than 2 weeks after playoffs end (November 11, 2023).

DATED this _____ day of _____

**INDEPENDENT SCHOOL DISTRICT NO. 4
OF TULSA COUNTY, OKLAHOMA, a/k/a
Bixby Public Schools**

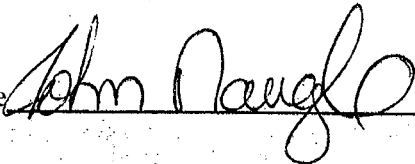
By: _____
President, Board of Education

ATTEST:

Clerk, Board of Education

“SCHOOL DISTRICT”

**BIXBY YOUTH FOOTBALL ASSOCIATION,
INC.**

By: John Naugle 
President

“LICENSEE”

**2023-2024
CERTIFIED PERSONNEL
EMPLOYMENT**

TEMPORARY CONTRACT

Tina Thomas	Indian Ed Tutor	District	09/05/2023
Heather Howell	Neglected Tutor Liaison	District	08/01/2023
Tina Francis	JOM Specialist	District	09/13/2023

VOLUNTEER COACHING

Justin Delay	Head Baseball	High School	09/06/2023
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ADJUNCT COACHING

EMPLOYMENT 2023-2024

Donald Branscum	Teacher	9th Grade Center	09/11/2023
Nicholas Eaves	Teacher	Central Intermediate	08/15/2023
James Evans	Teacher	Middle Schools	08/14/2023
John Garrison	Teacher	High School	08/21/2023
Daniel Haack	Teacher	High School	08/21/2023
Stacie Hebert	Teacher	West Elementary	08/14/2023
Jessica Highfill	Teacher	9th Grade Center	08/14/2023
Megan Moore	Teacher	Central Intermediate	08/14/2023
Samantha Rainwater	Teacher	East Intermediate	08/14/2023

RESIGNATION AGREEMENTS

Michael Daniel	Teacher	Central Intermediate	08/25/2023
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**2023-2024
SUPPORT PERSONNEL
EMPLOYMENT**

VOLUNTEER COACHING

TEMPORARY CONTRACT

Courtney Dupuis	Ed Tech Additional Days	High School	07/01/2023
Judy Shipman	Indian Ed Tutor	District	09/05/2023
Beth Brady	Indian Ed Tutor	District	09/05/2023
Andi Wilson	Indian Ed Tutor	District	09/05/2023
Anne White	Indian Ed Tutor	District	09/05/2023
Avery Huntsman	Indian Ed Tutor	District	09/05/2023
Stacy Stout	Indian Ed Tutor	District	09/05/2023

ADJUNCT EMPLOYMENT

Long Nguyen	Asst Boys Soccer	High School	08/31/2023
Jennifer Russell	Asst Tennis	Middle School	08/29/2023
Kyle Evans	Basketball Coach	Middle School	09/01/2023
Kyle Evans	Asst Boys Soccer	High School	09/01/2023
Kyle Evans	Volleyball Coach	Middle School	07/01/2023
Shane Roller	Asst. Wrestling Coach	High School	08/10/2023

EMPLOYMENT 2023-2024

Luis Carreno	2hr Aide	North Elementary	09/07/2023
Teresa Cash	Paraprofessional	Middle School	09/06/2023
Lisa Custer	Paraprofessional	Central Interm.	08/15/2023
Madison Donohue	Media Aide	High School	08/22/2023
Samantha Edwards	Child Nutrition Asst.	Child Nutrition	08/31/2023
Tasha Gawatz	Paraprofessional	West Elementary	08/15/2023
Eric Henry	Bus Driver	Transportation	08/22/2023
Karen Hummingbird	Child Nutrition Asst.	Child Nutrition	09/11/2023
Andria Keller	Custodian	Maintenance	09/11/2023
Alyssa Lacey	Paraprofessional	Central Interm.	08/17/2023
Brianna Lambert	Paraprofessional	Middle School	08/15/2023
Angela Martin	Lunch Clerk	Child Nutrition	08/23/2023
Marcela Martinez	Paraprofessional	East Elementary	08/25/2023
Cherie McClendon	2hr Aide	West Intermediate	09/11/2023
Samra Mumtaz	Paraprofessional	East Elementary	08/15/2023
Veronica Owens	2hr Aide	East Elementary	08/15/2023
Celia Sanchez	Custodian	Maintenance	09/11/2023
Kelli Schawo	Office Staff	Middle School	08/24/2023
Leslie Schmitz	Health Clerk	9th Grade Center	08/15/2023
Brooke Simms	Paraprofessional	High School	08/23/2023

Submitted to the Board of Education: September 14th, 2023

Abigail Sink	Interventionist	West Elementary	08/15/2023
Keeton Wakefield	Paraprofessional	West Elementary	08/24/2023
Shala Williams	Paraprofessional	East Intermediate	09/06/2023
Flordeliza Winn	Child Nutrition Asst.	Child Nutrition	08/21/2023
Connie Wood	Paraprofessional	West Elementary	08/15/2023
Vung Zo	Paraprofessional	East Intermediate	08/22/2023

RESIGNATION AGREEMENTS

Elizabeth Arellano	Cafeteria Manager	Child Nutrition	08/14/2023
Shelley Lombardo	Secretary	East Elementary	08/18/2023
Bridget Palmer	Transportation Aide	Transportation	08/18/2023
Richard Evans	Paraprofessional	9th Grade Center	08/15/2023
Brandon Meeks	Parking Lot Attendant	High School	09/08/2023
Cortland Weaver	Behavior Tech	Central Interm.	08/30/2023
Jessica West	Cafeteria Manager	Child Nutrition	09/15/2023
Brianna Lambert	Paraprofessional	Middle School	08/30/2023
Alyssa Lacey	Paraprofessional	Central Interm.	09/11/2023

REASSIGNMENTS

Whitney Tipton Crow	Health Clerk	Central Interm.	08/15/2023
Megan Slaybaugh	Paraprofessional	West Elementary	09/11/2023

TERMINATIONS

GOVERNMENT ENTITY SETTLEMENT AGREEMENT

This Settlement Agreement, entered into as of this 26th day of July 2023 (the “**Execution Date**”), is made by and between Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively “**Altria**”); and Plaintiffs’ Leadership in MDL No. 2913 and JCCP No. 5052, on behalf of all Settling Government Entity Plaintiffs (together with Altria, the “**Parties**”). This Settlement Agreement establishes a program to resolve the Released Claims and Liabilities (defined in Paragraph 1.39 below).

RECITALS

WHEREAS, the Settling Government Entity Plaintiffs participating in this Settlement Agreement have brought lawsuits and/or retained counsel to pursue claims against JUUL Labs, Inc. (“JLI”), Altria and other Released Parties in state and federal court seeking legal and equitable relief in connection with the design, manufacture, production, advertisement, marketing, distribution, sale and performance of JUUL products; Altria’s conduct related to its investment in JLI; and Altria’s interactions with JLI and JLI related persons;

WHEREAS, Altria, on its own behalf and on behalf of the Released Parties, has denied and continues to deny any wrongdoing and any liability in connection with the above;

WHEREAS, the Parties to this Settlement Agreement, after having (i) litigated cases or observed the litigation of cases in connection with the above for over four years; (ii) engaged in substantial discovery, including written discovery, the production of numerous documents, numerous fact and expert depositions, and preparation and disclosure of comprehensive expert reports; (iii) engaged with the Mediator; (iv) engaged in arm’s-length negotiations, and (v) participated in a bellwether trial involving the San Francisco Unified School District, have now reached an agreement providing for a resolution of claims that have been or could have been brought against Altria and any other Released Party in connection with the above;

WHEREAS, the Parties recognize and acknowledge the time, risk, and expense of litigating the Settling Government Entity Plaintiffs’ cases to judgment against Altria and other Released Parties;

WHEREAS, Altria now wishes to resolve any claims or causes of action against it and any other Released Party that any Settling Government Entity Plaintiffs ever had, now have, or will have in the future in connection with the above;

WHEREAS, the Settling Government Entity Plaintiffs, through their counsel, have conducted a thorough investigation of the relevant law and facts;

WHEREAS, after analyzing the relevant facts and applicable law, and taking into account (i) the burdens, risks, uncertainties, time, and expense of litigation; and (ii) the merits of the terms set forth herein, Plaintiffs’ Leadership, on behalf of the Settling Government Entity Plaintiffs, have concluded that the settlement set forth in this Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settling Government Entity Plaintiffs with respect to claims against Altria and other Released Parties;

WHEREAS, Altria has concluded that resolving the claims settled under the terms of this Settlement Agreement is desirable to reduce the time, risk, and expense of defending multiple-claim and multiple-party litigation across multiple jurisdictions, and to resolve finally and completely the cases brought against Altria and any other Released Party by the Settling Government Entity Plaintiffs without any admission of wrongdoing or liability;

WHEREAS, Altria believes the terms of this Settlement Agreement are fair, reasonable, and adequate with respect to the claims asserted by the Settling Government Entity Plaintiffs against Altria and other Released Parties; and

WHEREAS, the Parties believe that the terms of this Settlement Agreement involve good and fair consideration on behalf of all Parties;

NOW, THEREFORE, the Parties stipulate and agree to the terms and conditions set forth herein.

1. **DEFINITIONS**

As used in this Settlement Agreement, and in addition to the definitions set forth in the Preamble and Recitals above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Settlement Agreement. Terms used in the singular shall be deemed to include the plural and vice versa.

1.1 “**Alleged Harms**” has the meaning given to such term in Section 4.6.2.

1.2 “**Attorneys’ Fees and Expenses**” means the reasonable attorneys’ fees and documented litigation expenses of counsel, including but not limited to members of the Plaintiffs’ Steering Committees (or their equivalent) in MDL No. 2913 and JCCP No. 5052, incurred in connection with litigation against any Released Party, and in connection with this Settlement Agreement, that are recoverable pursuant to MDL Case Management Order No. 5, Case Management Order No. 5(a) and the parallel JCCP orders (and all amendments thereto), or individual contracts.

1.3 “**Business Day**” means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by law to be closed.

1.4 “**Claims**” has the same meaning as that term is given in Exhibit 1.

1.5 “**Claims Administration Procedures (CAP)**” shall be established by the Government Entity Settlement Administrator and made available to all Plaintiffs’ Counsel and Parties to provide more detailed guidance on procedures and timing including procedures for curing any defects in claim and other submissions.

1.6 “**Class**” has the same meaning as that term is given in Exhibit 4.

1.7 “**Class Settlement Agreement**” means the document attached hereto as Exhibit 4.

1.8 “**Counsel Certification Form**” means the form attached as Exhibit 5, which includes Subpart I (Additional Case Identification) and Subpart II (certification that they do not presently have other clients they represent for whom they plan to file cases against Altria or other Released Party alleging Released Claims and Liabilities).

1.9 “**Defense Counsel**” shall mean counsel for Altria.

1.10 “**Designated Appropriate Official**” means the official having been appointed by the Settling Government Entity Plaintiff in accordance with Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B).

1.11 “**Eligible Government Entity Plaintiff**” means all Government Entities (1) who have filed a cause of action against Altria as of May 10, 2023, whether or not those claim(s) or causes of action have been consolidated into *In re: JUUL Labs, Inc. Marketing, Sales Practices & Products Liability Litigation*, Case No. 19-md-02913-WHO (N.D. Cal.) or *JUUL Labs Product Cases*, JCCP No. 5052 (Cal. Super., Los Angeles County); or (2) are represented by Plaintiffs’ Counsel to pursue a cause of action against Altria and/or any other Released Party and executed a signed retainer as of May 10, 2023, but excluding the San Francisco Unified School District, which is entering a separate settlement agreement.

1.12 “**Final Approval**” or “**Final Approval Order and Judgment**” has the meaning given to that term in Exhibit 4.

1.13 “**First Payment Date**” has the meaning given to such term in Section 3.1.

1.14 “**Government Entity**” means all U.S. domestic government entities, including but not limited to school districts, counties, cities, and municipalities (but not including Native American Tribes, U.S. States, or U.S. territories).

1.15 “**Government Entity Settlement Administrator**” means BrownGreer PLC.

1.16 “**Government Entity Qualified Settlement Account**” shall be the account established and funded in accordance with Section 8.

1.17 “**Gross Settlement Amount**” means \$168,250,000.

1.18 “**Implementation Order**” means an order substantially similar to Case Management Order No. 16 (Implementing JLI Settlement) to be jointly proposed by the Parties within five (5) Business Days of the Execution Date, the function of which is to implement this Settlement Agreement.

1.19 “**Individual Government Entity Settlement Payment**” has the same meaning as that term is given in Exhibit 1.

1.20 “**JCCP Court**” means the court overseeing JCCP No. 5052.

1.21 “**JCCP No. 5052**” means the coordinated proceeding captioned *JUUL Labs Product Cases*, Judicial Counsel Coordination Proceeding No. 5052, pending in the Superior Court of California, County of Los Angeles, Department 11, all cases that are part of that proceeding, and Potential/Related JCCP No. 5052 Cases.

1.22 “**JUUL Product**” means any product designed, manufactured, produced, advertised, marketed, distributed, or sold by JLI or under the logo of JUUL, including but not limited to “JUUL”-branded devices and “JUUL”-branded pods.

1.23 “**Liabilities**” has the meaning given to such term in Exhibit 1.

1.24 “**MDL Court**” means Judge William H. Orrick of the U.S. District Court for the Northern District of California, who is overseeing MDL No. 2913.

1.25 “**MDL No. 2913**” means the coordinated proceeding captioned *In re: Juul Labs Inc., Marketing, Sales Practices, and Products Liability Litigation*, Case No. 3:19-md-02913, pending in the U.S. District Court for the Northern District of California, all cases that are part of that proceeding, and Potential/Related MDL No. 2913 Cases.

1.26 “**Mediator**” means the mediator appointed by the MDL Court, Thomas J. Perrelli.

1.27 “**Non-Settling Cases Order**” means an order to be proposed by Altria to the MDL Court and JCCP Court within 30 days of the Execution Date, substantially similar to Case Management Order No. 17 (Case Management Order for Any Ongoing Litigation Against Settling Defendants).

1.28 “**Opt-Outs And Rights Of Withdrawal Agreement**” means the document attached hereto as Exhibit 3.

1.29 “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s owners, members, partners, shareholders, spouse, heirs, predecessors, successors, representatives, and assignees.

1.30 “**Plaintiff Fact Sheet**” means the Plaintiff Fact Sheet required under the MDL Court’s Case Management Order No. 13.

1.31 “**Plaintiffs’ Counsel**” means each and every law firm that is counsel for at least one plaintiff in MDL No. 2913 or JCCP No. 5052.

1.32 “**Plaintiffs’ Leadership**” means the Plaintiffs’ Co-Lead Counsel in MDL No. 2913 (Sarah London, Dena Sharp, Ellen Relkin, and Dean Kawamoto, collectively “**MDL Co-Lead Counsel**”), and Public Entity Plaintiffs Co-Lead Counsel in JCCP No. 5052 (John Fiske and Rahul Ravipudi, collectively, “**JCCP Government Entities Leadership**”).

1.33 “**Potential/Related JCCP No. 5052 Cases**” means all Eligible Government Entity Plaintiffs’ cases that were filed in or related to or could have been filed in or related to JCCP No. 5052.

1.34 “**Potential/Related MDL No. 2913 Cases**” means all Eligible Government Entity Plaintiffs’ cases that were filed in or related to or could have been filed in or related to MDL No. 2913.

1.35 “**Preliminary Approval Motion**” has the meaning given to such term is given in Exhibit 4.

1.36 “**Preliminary Approval Order**” means an order entered by the MDL Court, preliminarily approving the Class Settlement Agreement and certifying the Settlement Class.

1.37 “**Release**” means a release substantially in the form of Exhibit 1, which shall jointly and severally release and forever discharge and hold harmless any Released Parties of and from any and all Released Claims and Liabilities.

1.38 “**Released Claims and Liabilities**” has the same meaning as that term is given in Exhibit 1.

1.39 “**Released Conduct**” means conduct by a Released Party that occurred on or before the date on which the Releases described in Section 10.2 take effect.

1.40 “**Released Parties**” means Altria; each and all of its predecessors, successors, and assigns; each and all of its past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies; and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, and members, and insurers. Subject to and without limiting the foregoing sentence, **Released Parties** does not include Juul Labs, Inc. or any of its past, present, and/or future affiliates, assigns, predecessors, successors, related companies, subsidiary companies, directors, officers, employees, shareholders, advisors, advertisers, attorneys, insurers, and agents.

1.41 “**Settlement Agreements**” means this Government Entity Settlement Agreement, the settlement agreement reached between the Parties and Personal Injury Plaintiffs, and the Class Settlement Agreement.

1.42 “**Settlement Program**” means the program and procedures described in this Settlement Agreement.

1.43 “**Settling Government Entity Plaintiff**” means an Eligible Government Entity Plaintiff which, upon receipt of the Informed Consent Letter and allocation information chooses to accept its settlement offer through the Settlement Program.

2. **RECOMMENDATION OF SETTLEMENT AND OBLIGATIONS**

2.1 No later than July 31, 2023, Plaintiffs' Counsel must complete and send to Plaintiffs' Leadership and Defense Counsel the Counsel Certification Form. This form is not to be interpreted as a restriction on the practice of law. Inclusion of an Eligible Government Entity Plaintiff on this form does not mean it is agreeing to settle its claims. It is instead to clarify the universe of Eligible Government Entity Plaintiffs.

2.2 By August 31, 2023, Plaintiffs' Leadership shall provide to Plaintiff's Counsel a detailed informed consent letter for the Eligible Government Entity Plaintiffs ("**Informed Consent Letter**") compliant with the aggregate settlement rules, describing the settlement, the Gross Settlement Amount allocation, and the settlement process. Each Plaintiff's Counsel must send the Informed Consent Letter, along with the Release, to their respective clients to obtain informed consent.

2.3 The decision to participate in this Settlement ultimately rests with each Eligible Government Entity Plaintiff. This Settlement Agreement is not binding on any Eligible Governmental Entity Plaintiff that, upon the receipt of appropriate disclosures, including allocation information, does not timely provide a valid, executed Release.

3. **GOVERNMENT ENTITY SETTLEMENT CONSIDERATION**

3.1 Within sixty (60) days of Final Approval (the "**Payment Date**"), Altria shall cause payment of the Gross Settlement Amount to the Government Entity Qualified Settlement Account.

3.2 Neither Altria nor any other Released Party shall have any additional payment obligations in connection with this Settlement Agreement, including any Attorneys' Fees and Expenses or costs of the Settlement Program. Altria and the other Released Parties shall not, under any circumstances, be responsible for, or liable for, payment of any amount under this Settlement Agreement in excess of the Gross Settlement Amount.

3.3 The Mediator shall recommend an allocation of the Gross Settlement Amount for all Eligible Government Entity Plaintiffs.

3.4 If an Eligible Government Entity Plaintiff declines to participate in this Settlement Program, then an amount equal to that Eligible Government Entity Plaintiff's share of the Government Entity Settlement Amount as determined by the Mediator's final allocation grid shall be deducted from the Government Entity Settlement Amount or (if payment has been made) returned by the Government Entity Qualified Settlement Account to Altria. This provision is without prejudice to Altria's right to withdraw from and terminate this Settlement Agreement in accordance with Exhibit 3.

3.5 In exchange for the benefits being made available by this Settlement Agreement, and after receipt of the Informed Consent Letter and allocation information regarding the Gross Settlement Amount, each Eligible Government Entity Plaintiff that

chooses to participate in the Settlement shall sign and submit a Release and shall dismiss its claims with prejudice, with each party to bear its own costs.

4. SETTLEMENT IMPLEMENTATION

4.1 Within five (5) Business Days after the Execution Date, the Parties shall submit the Implementation Order to the MDL Court and the JCCP Court for approval. Among other things, the proposed Implementation Order shall jointly request a stay during the pendency of the settlement proceedings contemplated by this Settlement Agreement of (i) the underlying proceedings against Altria and any other Released Party, and (ii) the prosecution of any and all actions and proceedings (including discovery) against Altria and/or any other Released Party brought by anyone for, based upon, relating to, or arising out of any Released Claims and Liabilities. Any stay will remain effective during the pendency of the settlement proceedings contemplated by this Settlement Agreement, the Personal Injury Settlement Agreement, and the Class Settlement Agreement, including but not limited to any timely appeal of the Final Approval Order and Judgment, unless modified by further order of the MDL Court, the JCCP Court, or any other appropriate courts.

4.2 Within 30 days after the Execution Date, Defense Counsel shall submit the Non-Settling Cases Order to the MDL Court and the JCCP Court for approval. Plaintiffs' Leadership may join in submitting the Non-Settling Cases Order but in all events will not oppose entry of the Non-Settling Cases Order so long as it is supported by the Special Master.

4.3 By August 9, 2023, Plaintiffs' Leadership shall provide to Defense Counsel an updated and final list of all Eligible Government Entity Plaintiffs, substantially in the form of Exhibit 6. Plaintiffs' Leadership shall also confirm that all Plaintiffs' Counsel complied with the requirements of Section 2.

4.4 To the extent not already filed, Eligible Government Entity Plaintiffs must file a case by July 31, 2023.

4.5 To the extent not already completed and submitted, Eligible Government Entity Plaintiffs must provide to the Government Entity Settlement Administrator completed and signed Plaintiff Fact Sheets by August 7, 2023. Eligible Government Entity Plaintiffs who do not provide a completed and signed Plaintiff Fact Sheet by this date will be subject to the procedures outlined in the Implementation Order entered in the MDL Court and the JCCP Court, including (following any cure period) dismissal of their Claims with prejudice.

4.6 Each Settling Government Entity Plaintiff shall acknowledge and agree that, notwithstanding anything to the contrary in this Settlement Agreement, including, but not limited to, the scope of the Release:

4.6.1 The Settling Government Entity Plaintiff enters into this Settlement Agreement to avoid delay, expense, inconvenience, and uncertainty of further litigation;

4.6.2 The Settling Government Entity Plaintiff sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as set forth in each Plaintiffs' complaint, Plaintiff Fact Sheet, and subsequent pleadings, as alleged damages for past, present, and future financial, societal, and other alleged harms and related expenditures allegedly attributable to the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products (the "**Alleged Harms**"), and the amounts to be paid under this Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Settling Government Entity Plaintiff.

4.6.3 The amounts paid under this Settlement Agreement as compensatory restitution are to restore, in whole or in part, the Settling Government Entity Plaintiff to the same condition or position it would have been in had it not suffered such Alleged Harms.

4.6.4 No amount to be distributed under this Settlement Agreement to a Settling Government Entity Plaintiff represents reimbursement to any Settling Government Entity Plaintiff for the costs of any investigation or litigation and no portion of the amounts paid under the Settlement Agreement is in lieu of any fine or penalty, and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

4.7 For the avoidance of doubt, nothing in this Settlement Agreement may be taken as or construed to be an admission or concession by any Released Party that any of the Alleged Harms have actually been suffered, that any of the Alleged Harms resulted in any of the damages that have been alleged, or that any of the Alleged Harms are attributable to any liability or wrongdoing, including any violation of any law, rule, or regulation, in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products, all of which Altria, on its own behalf and on behalf of any other Released Party, expressly deny.

4.8 For the avoidance of doubt, nothing in this Settlement Agreement may be taken as or construed to be an admission or concession by any Settling Government Entity Plaintiff that the amounts to be paid under this Settlement Agreement fully compensate any Settling Government Entity Plaintiff for the Alleged Harms.

5. GOVERNMENT ENTITY SETTLEMENT ADMINISTRATION AND LIMITATIONS

5.1 The reasonable costs of the Settlement Program, including the administrative costs of the Government Entity Settlement Administrator incurred in connection with the operation of this Settlement Agreement, will be paid from the Government Entity Qualified Settlement Account.

5.2 Benefits will be provided to Settling Government Entity Plaintiffs pursuant to the procedures contained in the Settlement Program.

5.3 The Settlement Administrator, in consultation with the MDL Co-Lead Counsel and Special Master Perrelli, shall issue a Claims Administration Procedure setting forth details required for orderly and fair claim submissions. MDL Co-Lead Counsel and JCCP Government Entities Leadership will provide guidance and direction and interact with the Settlement Administrator.

6. REPORTING OBLIGATIONS; ACCESS TO DATA

6.1 The Government Entity Settlement Administrator shall report monthly, from inception of the Settlement Program completion of payment to all Settlement Government Entity Plaintiffs, to the Parties (as set forth in a separate administrative agreement with the Government Entity Settlement Administrator) on the status of the Settlement Program. Each monthly report shall include no less than the following: (1) Entity name and principal business address of the Settling Government Entity Plaintiff; (2) the number of Counsel Certification Forms; (3) the number of Plaintiff Fact Sheets; and (4) amount paid to each Settling Government Entity Plaintiff. The Settlement Administrator will also make the Counsel Certification Forms and Plaintiff Fact Sheets available to the Parties through a secure online portal.

6.2 In addition to and without limiting the audit rights described in Section 18, Defense Counsel shall be entitled to review all Counsel Certification Forms (including all exhibits and attachments thereto), Plaintiff Fact Sheets, and all Plaintiff Fact Sheet related materials submitted in connection with the Settlement Program. By participating in the Settlement Program, each Settling Government Entity Plaintiff consents to the disclosure of such Settling Government Entity Plaintiff's documents and information, as described in this Settlement Agreement. The Settlement Administrator will also make the Counsel Certification Forms and Plaintiff Fact Sheets available to Defense Counsel through a secure online portal.

6.3 Defense Counsel shall not have any other right to access that Settling Government Entity Plaintiff's documents and information, except as required by law or ordered by the MDL Court or JCCP Court.

6.4 Nothing in this Settlement Agreement shall limit either Altria's or Defense Counsel's rights or access to any non-Settling Government Entity Plaintiff's documents and information, including any documents or information the non-Settling Government Entity Plaintiffs are required to provide under the Implementation Order, the Non-Settling Cases Order, Case Management Order 17, or any similar orders.

7. DEADLINES

7.1 Unless otherwise ordered by the MDL Court, or agreed by the Parties, the following deadlines shall apply. In the case of a discrepancy between the table below and the text of this Settlement Agreement, the dates in the table below control.

7.2 For the avoidance of doubt, if any deadline would end on a day that is not a Business Day, then the deadline is extended to the first day that is a Business Day.

ACTION	DEADLINE
Parties shall submit the Implementation Order to the MDL Court and the JCCP Court for approval	5 Business Days after Execution Date
Return completed and signed Counsel Certification Form to the Government Entity Settlement Administrator	July 31, 2023
All unfiled Eligible Government Entity Plaintiffs must file their cases, if not already filed	July 31, 2023
Eligible Government Entity Plaintiffs must submit Fact Sheets	August 7, 2023
First Termination Option Deadline	Within 15 days of any MDL Court denial of the Motion for Preliminary Approval of the Class Action Settlement
Government Entity Eligibility Verification	August 9, 2023
Final Government Entity Allocation Completed	August 10, 2023
Government Entity Informed Consent Letter and Release Package to be ready for distribution	August 14, 2023
Government Entity Release Due to Settlement Administrator, to be held in Escrow Pending Receipt of Government Entity Settlement Amount into the Government Entity Settlement Trust	November 30, 2023

Settlement Administrator to provide to Altria and Plaintiffs' Leadership a list of all Eligible Government Entity Plaintiffs who did not submit Releases	December 1, 2023
First date that Altria may exercise Second Termination Option	30 Days after the Class Opt-Out Period Ends
Altria Second Termination Option Deadline	Within the deadline set pursuant to the Opt-Outs And Rights Of Withdrawal Agreement
Payment by Altria to the Government Entity Qualified Settlement Account of the Gross Settlement Amount	Within 60 days of Final Approval
Releases Become Effective	Upon payment of the Government Entity Settlement Amount to the Government Entity Qualified Settlement Account

8. GOVERNMENT ENTITY QUALIFIED SETTLEMENT ACCOUNT

8.1 The Parties have agreed to the establishment of a Government Entity Qualified Settlement Account. The Government Entity Qualified Settlement Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation Section 1.468B-1 and shall remain subject to the continuing jurisdiction of the MDL Court.

8.2 Disbursements from the Government Entity Qualified Settlement Account shall be made in accordance with the Settlement Program in accordance with this Settlement Agreement.

8.3 The Government Entity Qualified Settlement Account shall be held at a federally-insured bank acceptable to the Parties.

8.4 Any interest that accrues on amounts in the Government Entity Qualified Settlement Account shall be deemed to be part of the Government Entity Qualified Settlement Account.

8.5 The Government Entity Settlement Administrator shall provide Altria and Defense Counsel with such information, in writing, regarding allocations of the Government Entity Qualified Settlement Amount among the Eligible Government Entity Plaintiffs, and disbursements to the Settling Government Entity Plaintiffs from the Government Entity Account, on a monthly basis, including without limitation lists of each of the Eligible Government Entity Plaintiffs together with the amounts allocable and/or distributable to each under this Settlement Agreement.

8.6 In no event shall Altria or any other Released Party have any liability to any Government Entity Plaintiff or its counsel regarding the allocation of any Government Entity Settlement Payment, allocation of Attorneys' Fees and Expenses, or timing of payment from the Government Entity Qualified Settlement Account.

9. PARTICIPATION IN THE SETTLEMENT PROGRAM

9.1 No later than November 30, 2023, all Eligible Government Entity Plaintiffs who, upon receipt of the Informed Consent Letter and allocation information chooses to accept its settlement offer through the Settlement Program, must submit a Release. Each Eligible Government Entity Plaintiff that chooses to accept its settlement allocation through the Settlement Program must submit an executed Release in order to receive compensation and otherwise receive the benefits of the Settlement Program.

9.2 No later than December 1, 2023, the Government Entity Settlement Administrator shall provide to Plaintiffs' Leadership and Altria a list of all Eligible Government Entity Plaintiffs who failed to submit a Release. Any Eligible Government Entity Plaintiff who fails to submit the Release by November 30, 2023 must comply with any orders entered in the MDL Court and the JCCP Court, including any discovery orders.

9.3 By submitting a Release, each Eligible Government Entity Plaintiff shall be deemed to have accepted the Eligible Government Entity Plaintiff's settlement allocation and agreed to be bound by all of the terms and conditions in this Settlement Agreement.

9.4 Provided that the payment discussed in Section 3 are made pursuant to the deadlines in this Settlement Agreement, and subject to Paragraph 3.4, no Released Party shall have any liability for any failure of the Government Entity Settlement Administrator to pay an Individual Government Entity Settlement Payment to any Government Entity Plaintiff; or the amount of any Individual Government Entity Settlement Payment.

9.5 The Government Entity Settlement Administrator shall not disburse any Individual Government Entity Settlement Payment to Counsel for a Government Entity Plaintiff until the Releases described in Section 10 have been submitted by the Government Entity Plaintiff and verified by the Government Entity Settlement Administrator.

10. RELEASE OF CLAIMS, DISMISSAL WITH PREJUDICE, EXCLUSIVE REMEDY

10.1 It is expressly understood and agreed that the Parties have entered into this Settlement Agreement in good faith. It is the intent of the Settling Government Entity Plaintiffs, upon the date the Releases become effective pursuant to the terms of this Settlement Agreement and Exhibit 1, and the intent of the Released Parties, that by making this good faith settlement of a disputed matter, the Released Parties shall be relieved from any liability for Released Claims and Liabilities under any theory, whether contribution, indemnification, or other means.

10.2 In exchange for the benefits being made available by this Settlement Agreement, each Settling Government Entity Plaintiff that, upon receipt of the Informed Consent Letter and allocation information chooses to accept its settlement offer through the Settlement Program and otherwise accepts the settlement set forth in this Settlement Agreement (i) shall deliver to the Government Entity Settlement Administrator, for the benefit of Altria and each of the other Released Parties, an executed Release in the form attached as Exhibit 1, which will immediately become effective upon payment of the Government Entity Settlement Amount to the Government Entity Qualified Settlement Account on the Payment Date; and (ii) shall dismiss with prejudice, within thirty (30) days of the Payment Date, provided that the Gross Settlement Amount is paid into the Government Entity Qualified Settlement Account by that date, all claims asserted by the Settling Government Entity Plaintiff against Altria and any other Released Party in their cases, wherever filed, with each Party to bear its own costs, except as otherwise provided herein.

10.3 Upon the effectiveness of the Releases described in Section 10.2, herein, no Released Party shall be subject to liability or expense of any kind to any Settling Government Entity Plaintiff or its respective counsel related to the Released Claims and Liabilities except as provided in this Settlement Agreement.

10.4 Upon the effectiveness of the Releases described in Section 10.2, the Settlement Program shall be the exclusive remedy for the Settling Government Entity Plaintiffs with respect to Released Claims and Liabilities as against any and all Released Parties. No Settling Government Entity Plaintiff shall recover, directly or indirectly, any sums from Altria or any other Released Party for Released Claims and Liabilities other than the consideration received under the terms of this Settlement Agreement. The Settling Government Entity Plaintiffs preserve all rights and remedies that may be available under the other documents contemplated by this Settlement Agreement, and court orders regarding this Settlement Agreement.

10.5 The signatories of this Settlement Agreement on behalf of the Eligible Government Entity Plaintiffs expressly represent and warrant that, subject to the exercise of their independent professional judgment as to the circumstances of individual clients, they will recommend participation in this Settlement Agreement to their Eligible Government Entity clients and will use their commercially reasonable best efforts to timely

submit Releases from all of their clients who elect to enroll. The decision to participate in this Settlement ultimately rests with each Eligible Government Entity Plaintiff.

10.6 Each Settling Government Entity Plaintiff further covenants and agrees that it will not argue, assert, sue, or bring any Claim under any state or federal law to challenge its Release, once effective, described in this Settlement Agreement.

11. NO PUNITIVE DAMAGES

11.1 Plaintiffs' Leadership, Plaintiffs' Counsel, and each Settling Government Entity Plaintiff agree that no payment made in connection with this Settlement Agreement is, or shall be deemed to be, attributable to punitive damages.

12. NO ADMISSION OF LIABILITY

12.1 Neither this Settlement Agreement, nor any exhibit, document, or instrument delivered in connection with this Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Settlement Agreement, is intended to or may be construed as or deemed to be evidence of (a) an admission or concession by Altria or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs' allegations, or (b) an admission or concession by any Government Entity Plaintiff of any lack of merit in those allegations.

12.2 Pursuant to this Settlement Agreement, and pursuant to Federal Rule of Evidence 408, and any other applicable law, rule, or regulation, the fact of entering into or carrying out this Settlement Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability by or against any of the Parties or any other Released Party, or as a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Settlement Agreement or the provisions of any related agreement, release, or exhibit hereto. Notwithstanding the foregoing or anything herein to the contrary, the Released Parties may file this Settlement Agreement and use it as evidence in any action that may be brought against them in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13. REPRESENTATIONS AND WARRANTIES

13.1 Plaintiffs' Leadership represent and warrant that they each have the authority to enter into this Settlement Agreement. Further, the Settling Government Entity Plaintiffs in their Releases shall affirm that they have not assigned, in whole or in part, any rights or claims against Altria or any other Released Party, and have not assigned, in whole or in part, any of the Released Claims and Liabilities, subject to the exceptions set forth in

the Release. In the event that an assignee or purported assignee attempts to assert a Settling Government Entity Plaintiff's right or Claim against Altria or any other Released Party, Plaintiffs' Leadership and the Settling Government Entity Plaintiff shall cooperate with Altria and any affected Released Party in their response or defense of the asserted right or Claim.

13.2 Altria represents and warrants that it has the authority, and if applicable the requisite corporate power, to execute, deliver, and perform this Settlement Agreement. The execution, delivery, and performance by Altria of this Settlement Agreement has been duly authorized by all necessary corporate action. This Settlement Agreement has been duly and validly executed and delivered by Altria, and constitutes its legal, valid, and binding obligation.

13.3 This Settlement Agreement is enforceable against all Parties in accordance with its terms.

14. INDEMNITY AND TAXES

14.1 *Claim-Over.* It is the intent of the Parties that:

14.1.1 Released Parties should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Settlement Agreement;

14.1.2 The payment made under this Settlement Agreement shall be the sole payment made by any of the Released Parties to the Settling Government Entity Plaintiffs involving, arising out of, or related to the conduct released herein;

14.1.3 Claims by Settling Government Entity Plaintiffs against non-Parties should not result in additional payments by Released Parties, except where required by contractual indemnification; and

14.1.4 The Settlement Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

14.2 Every Settling Government Entity Plaintiff agrees that, if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party (a "**Non-Released Party**") and obtains a resulting judgment (a "**Non-Released Party Judgment**"); and (b) if such Non-Released Party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party's joint liability with such Released Party (a "**Claim- Over**"), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

14.2.1 They shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith

settlement and that relevant state laws governing such settlements should be enforced;

14.2.2 Each Settling Government Entity Plaintiff, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by Altria or any of the other Released Parties against any Non-Released Party to dismiss any Claim-Over on the grounds that this Settlement Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over.

14.2.3 The Parties shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by the Settling Government Entity Plaintiff under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.

14.2.1 In the event that the Non-Released Party obtains a judgment against the Released Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by the Settling Government Entity Plaintiff under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

14.3 *Non-Party Settlement.* To the extent that on or after the date of this Settlement Agreement any Settling Government Entity Plaintiff settles any Claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a “**Non-Party Settlement**”), the Settling Government Entity shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which Altria or any other Released Party may be liable to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released Party with respect thereto, and/or (ii) a provision substantively identical to Section 14.4 of this Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party’s joint liability with such Released Party.

14.4 No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.

14.5 Each Government Entity Plaintiff that accepts the settlement set forth in this Settlement Agreement will be responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

14.6 The Parties agree that the Gross Settlement Amount constitutes restitution or remediation within the meaning of 26 U.S.C. § 162(f)(2)(A).

15. CONTINUING JURISDICTION

15.1 The MDL Court shall retain jurisdiction over MDL No. 2913, the Government Entity Settlement Administrator, the Government Entity Qualified Settlement Account, this Settlement Agreement, and the Parties for the purpose of administering, supervising, construing and enforcing this Settlement Agreement.

15.2 The Parties further agree that (i) the MDL Court shall retain jurisdiction over any Government Entity Plaintiff with a case in MDL No. 2913 that was eligible to participate in this Settlement Agreement, but elected not to participate, until such time, if ever, that the MDL Court determines that remand to the home jurisdiction for trial is appropriate after full fact and expert discovery has occurred in the MDL Court; and (ii) the JCCP Court shall retain jurisdiction over any Government Entity Plaintiff with a case in JCCP No. 5052 that was eligible to participate in this Settlement Agreement, but elected not to participate, subject to any right of removal that may exist and/or any exercise of that right.

16. SUBMISSION TO AUTHORITY OF MDL COURT AND JCCP COURT

16.1 Each Party and each Settling Government Entity Plaintiff and its Counsel, agrees that authority over the process contemplated by the Settlement Program, including any Claims submitted under the Settlement Program, resides with those Persons appointed pursuant to this Settlement Agreement to exercise that authority, as such authority is specified in this Settlement Agreement.

16.2 By submitting a Release and settling its claims through the Settlement Program, each Settling Government Entity Plaintiff consents to personal jurisdiction and venue in the MDL Court and, to the extent the MDL Court lacks subject-matter jurisdiction, the JCCP Court.

16.3 Except as specifically provided in this Settlement Agreement, any dispute that arises under or otherwise in connection with (i) this Settlement Agreement, (ii) any Release, (iii) the Settlement Program, and/or (iv) any other administrative agreement under which disputes are agreed to be handled in the manner set forth in this Section 16, shall be submitted to the MDL Court or, to the extent the MDL Court lacks subject-matter jurisdiction, the JCCP Court.

16.4 Nothing in this Section alters or amends the provisions in MDL Case Management Order Nos. 5 and 5(a), and all amendments thereto, with respect to MDL jurisdiction over common benefit fees and costs, nor the parallel provisions of JCCP Case Management Order Nos. 5 and 8. It is recognized that MDL and JCCP leadership may seek

amendment of common benefit orders to alter the apportionment between fees and costs or to increase the total assessment.

17. FEES AND EXPENSES OF COUNSEL

17.1 Neither Altria nor any other Released Party shall have any responsibility whatsoever for the payment of Attorneys' Fees and Expenses.

17.2 Nothing in this Settlement Agreement shall be read to prohibit or impair the payment of Attorneys' Fees and Expenses by Settling Government Entity Plaintiffs out of the settlement proceeds.

17.3 The Government Entity Settlement Administrator shall deduct common benefit funds from each allocation from the Government Entity Qualified Settlement Account made to a Settling Government Entity Plaintiff. The Government Entity Settlement Administrator shall place those funds into separate sub-accounts created and held by the Settlement Account, pursuant to MDL Case Management Order Nos. 5 and 5(a) and the parallel JCCP Case Management Orders, including all amendments thereto.

17.4 Counsel with a basis to seek the payment of Government Entity Plaintiffs' Attorneys' Fees and Expenses from the common benefit fund may apply to the MDL Court or the JCCP Court for an award of Government Entity Plaintiffs' Attorney's Fees and Expenses pursuant to MDL Case Management Order Nos. 5 and 5(a) and the parallel JCCP Case Management Orders, including all amendments thereto.

17.5 Any Government Entity Plaintiffs' Attorneys' Fees and Expenses incurred and awarded by the MDL Court or the JCCP Court pursuant to Section 17.3 shall be paid from deductions made pursuant to Section 17.2 and paid into the relevant sub-account from the Government Entity Qualified Settlement Account and shall not increase the aggregate amount of consideration to be paid by Altria, which is the amount specified pursuant to Section 3 hereof. Payment into the Government Entity Qualified Settlement Account shall satisfy any obligations upon Altria related to any common benefit order, including any holdback obligations pursuant to Case Management Order No. 5, Case Management Order No. 5(a) and the parallel JCCP orders (and all amendments thereto).

17.6 Upon Altria's request, and with Plaintiffs' Leadership's contemporaneous consent, the Government Entity Settlement Administrator shall provide Altria with such information, in writing, regarding amounts allocated to common benefit funds under this Section 17, and any Attorneys' Fees and Expenses that are paid from the Government Entity Settlement Account, as Altria may request from time to time.

18. QUALITY CONTROL AND AUDIT PROCEDURES

18.1 Each Party shall have the absolute right and discretion at any time or from time to time, but at its expense, to itself conduct, or have conducted by an independent auditor, audits to verify one or more Claims submitted under the Settlement Program or any aspect thereof.

18.2 Each of the Parties and their respective representatives (including any auditing firm(s) that a Party may retain) shall, in connection with any exercise by it of any of its rights under this Section, at its request and expense, and at any time or from time to time, be afforded complete access to and permitted to inspect Counsel Certification Forms, Plaintiff Fact Sheets, and all related materials of each Government Entity Plaintiff submitted in connection with the Settlement Program. The Government Entity Settlement Administrator shall fully cooperate with any such audit. Additional materials related to the Government Entity Plaintiffs in connection with the Settlement Program may be made available to Altria or its representatives with Plaintiff's Leadership's consent.

18.3 Each Party shall notify the other, and the Government Entity Settlement Administrator, of any audit that it is conducting or having conducted pursuant to this Section 18 and which Claims (if any in particular) are to be audited.

18.4 If following completion of its audit of a Claim, a Party is of the view that any indicia of deception, dishonesty or fraud relating to any Claim or in any way to the Settlement Program exist, that Party may bring such matter to the attention of the Government Entity Settlement Administrator for possible action and/or may seek intervention of the MDL Court or the JCCP Court, if the MDL Court lacks subject-matter jurisdiction.

18.5 Plaintiffs' Leadership, Altria, and the Government Entity Settlement Administrator each shall have the right to petition the MDL Court (or, if the MDL Court does not have jurisdiction over the relevant parties, the JCCP Court) for appropriate review and relief in the event of the detection of any indicia of deception, dishonesty or fraud relating to any Claim or in any way to the Settlement Program.

19. LIENS

19.1 Each Government Entity Plaintiff shall, before receiving any settlement proceeds under this Settlement Agreement, certify that no individual or entity holds any Lien with respect to any payments from the Government Entity Qualified Settlement Account (and/or the right to receive such payments).

19.2 In any event and any term of this Settlement Agreement to the contrary notwithstanding, satisfaction and discharge of any and all Liens, whether past, present or future, whether known or unknown or asserted or unasserted, with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) are the sole responsibility of each Government Entity Plaintiff. In relation to any particular Government Entity Plaintiff, satisfaction and discharge of any and all Liens must be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment can be disbursed to such Government Entity Plaintiff.

20. TERMINATION

20.1 In the event the MDL Court does not enter a Preliminary Approval Order in the Class Action Settlement, then any Party may terminate this Settlement Agreement within 15 days of the MDL Court's denial of Motion for Preliminary Approval Order

(“**Altria First Termination Option Deadline**”). If a Party terminates this Settlement Agreement, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose, and any order entered by the MDL Court or the JCCP Court in accordance with the terms of this Settlement Agreement will be treated as vacated, *nunc pro tunc*.

20.2 In the event that either the MDL Court or the JCCP Court do not approve and enter the Non-Settling Cases Order, Altria shall have the right in its sole discretion to withdraw from and terminate this Settlement Agreement.

20.3 In the event that the Class Settlement Agreement is not approved, does not reach Final Approval, or that its approval is conditioned on any material modifications that are not acceptable to the parties to the Class Settlement Agreement, Altria shall have the absolute and unconditional option and right to unilaterally terminate and render void the Class Settlement Agreement, Personal Injury Settlement Agreement, and/or the Government Entity Settlement Agreement.

20.4 This Settlement Agreement may be terminated pursuant to the Opt-Outs And Rights Of Withdrawal Agreement, and shall be governed by the deadlines set forth therein (“**Altria Second Termination Option Deadline**”). In no event shall the Altria Second Termination Option Deadline close until thirty (30) days after the Settlement Administrator provides the information required in Section 9.2.

20.5 If this Settlement Agreement is terminated for any reason, the status of the Claims or causes of action filed by Government Entity Plaintiffs in MDL No. 2913 and JCCP No. 5052 shall revert to as they were on the Business Day prior to the execution of this Settlement Agreement, without prejudice to any of the positions of the Parties. In such event, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose.

21. THIRD-PARTY BENEFICIARIES; ASSIGNMENT

21.1 Any Released Party who is not a signatory to this Settlement Agreement is a third-party beneficiary of this Settlement Agreement, and is entitled to all of the rights and benefits under this Settlement Agreement. Further, any such Released Party may enforce any and all provisions of this Settlement Agreement as if that Released Party was a direct party to this Settlement Agreement.

21.2 Other than Section 21.1, no provision of this Settlement Agreement or any Exhibit thereto is intended to create any third-party beneficiary to this Settlement Agreement.

21.3 This Settlement Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No right to receive a payment from the Government Entity Qualified Settlement Account may be assigned by any Government Entity Plaintiff and/or its Counsel without

the prior written consent of Altria, except as set forth in the Release. Any assignment in violation of this Section shall be null and void.

22. AMENDMENT; NO IMPLIED WAIVER

22.1 This Settlement Agreement may be amended by (and only by) an instrument signed by Altria, on the one hand, and Plaintiffs' Leadership, on the other hand.

22.2 Except where a specific period for action or inaction is provided herein, no failure on the part of a Party to exercise, and no delay on the part of either Party in exercising, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any Party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, power or privilege; nor shall any waiver on the part of a Party, on any particular occasion or in any particular instance, of any particular right, power or privilege operate as a waiver of such right, power or privilege on any other occasion or in any other instance.

23. OTHER OBLIGATIONS; MISCELLANEOUS

23.1 Neither this Settlement Agreement nor the settlement set forth within it, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the settlement set forth within it, nor any negotiations leading to this Settlement Agreement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims and Liabilities, or of any fault, omission, fact, wrongdoing or liability of Altria or other Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

23.2 All agreements made and orders entered in connection with MDL No. 2913 and/or JCCP No. 5052 relating to the confidentiality of information survive this Settlement Agreement.

23.3 All of the Exhibits and Appendices to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

23.4 This Settlement Agreements, including attached Exhibits and any Release executed in connection with the Settlement Agreements, supersede any previous agreements and understanding among the Parties with respect to the subject matter of the Settlement Agreements and the settlements set forth within them, including the Parties' Settlement Term Sheet signed May 10, 2023.

23.5 Any notice, request, instruction, reporting called for under this Settlement Agreement, or other document to be given by any Party to this Settlement Agreement or by the Government Entity Settlement Administrator, to any other Party to this Settlement Agreement shall be in writing and delivered by an overnight delivery service, with a courtesy copy via electronic mail to:

If to Government Entity Plaintiffs:

Sarah London
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, Fl. 29
San Francisco, CA 94111
(415) 956-1000

Dena Sharp
GIRARD SHARP LLP
601 California St., Suite 1400
San Francisco, CA 94108
(415) 981-4800

Dean Kawamoto
KELLER ROHRBACK L.L.P.
1201 Third Ave., Ste. 3200
Seattle, WA 98101
(206) 623-1900

Ellen Relkin
WEITZ & LUXENBERG
700 Broadway
New York, NY 10003
(212) 558-5500

John Fiske
BARON & BUDD, P.C.
11440 West Bernardo Court, Suite 265
San Diego, CA 92127
(858) 225-7200

Rahul Ravipudi
PANISH SHEA BOYLE RAVIPUDI LLP
11111 Santa Monica Blvd #700,
Los Angeles, CA 90025
(310) 928-6200

If to Altria:

Robert McCarter
Senior VP & Associate General Counsel
Altria Client Services
robert.a.mccarter@altria.com

-and-

APKS-PMService
Arnold & Porter Kaye Scholer LLP
601 Massachusetts Ave., NW
Washington, DC 20001-3743
APKS-PMService@arnoldporter.com

23.6 This Settlement Agreement is the result of a mutual negotiation between counsel for the Parties. Any ambiguity in this Settlement Agreement shall not presumptively be construed in favor of or against any Party as the drafter of this Settlement Agreement.

23.7 Except as provided in Section 24.2, the provisions of this Settlement Agreement are not severable.

24. WAIVER OF INCONSISTENT PROVISIONS OF LAW

24.1 To the fullest extent permitted by applicable law, each Party and each Settling Government Entity Plaintiff waives any provision of law (including the common law), which renders any provision of this Settlement Agreement invalid, illegal or unenforceable in any respect.

24.2 Any provision of this Settlement Agreement which is prohibited or unenforceable to any extent or in any particular context shall be ineffective, but such ineffectiveness shall be limited as follows: (i) if such provision is prohibited or unenforceable only in or as it relates to a particular jurisdiction, such provision shall be ineffective only in or as it relates to (as the case maybe) such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in or as it relates to (as the case may be) such jurisdiction shall not otherwise invalidate or render unenforceable such provision (in such or any other jurisdiction); (ii) if (without limitation of, and after giving effect to, clause (i)) such provision is prohibited or unenforceable only in a particular context (including only as to a particular Person or Persons or under any particular circumstance or circumstances), such provision shall be ineffective, but only in such particular context; and (iii) without limitation of clauses (i) or (ii), such ineffectiveness shall not invalidate any other provision of this Settlement Agreement. Without limitation of the preceding sentence, it is further the desire, and intent and agreement, of the Parties that if the MDL Court determines that any provision of this Settlement Agreement is prohibited or unenforceable to any extent or in any particular context but in some modified form would be enforceable, the MDL Court shall have the power to, and shall, (x) modify such provision for purposes of such proceeding in accordance with clauses (i), (ii) and (iii) of the preceding sentence and otherwise to the

minimum extent necessary so that such provision, as so modified, may then be enforced in such proceeding, and (y) enforce such provision, as so modified pursuant to clause (x), in such proceeding. In any event, upon any such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Settlement Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable law. Nothing in this Section 24.2 is intended to, or shall, limit (1) Section 24.1 or (2) the intended effect of Section 24.3 (Governing Law).

24.3 All the terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of California, except to the extent federal law applies, unless prohibited by law.

25. MISCELLANEOUS PROVISIONS

25.1 The Parties, through their counsel, have negotiated all of the terms and conditions of this Settlement Agreement at arms' length, and have participated in or had the opportunity to participate in the drafting of this Settlement Agreement and related documents. Neither Party shall be considered the sole drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement. This Settlement Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against either of them by reason of authorship.

25.2 No waiver, modification, or amendment shall be deemed to result from the conduct of the Parties, nor shall a waiver of any one default, obligation, or payment be construed as a waiver of the right to demand strict performance in the future.

25.3 Except as otherwise expressly provided herein, this Settlement Agreement may not be rescinded, cancelled, terminated, supplemented, amended, or modified in any manner whatsoever without the prior written consent of the Parties hereto. This Settlement Agreement may not be altered, modified, or changed in any way except by a writing signed by Plaintiffs' Leadership and Altria and expressly referencing this Settlement Agreement.

25.4 It is understood and agreed by the Parties to this Settlement Agreement that the terms of this Settlement Agreement are contractual and not mere recitals.

25.5 The captions or titles of the sections, paragraphs or subparagraphs in this Settlement Agreement are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions of the document.

25.6 All the exhibits and appendices to this Settlement Agreement are incorporated herein by reference as if set forth herein verbatim, and the terms of all exhibits and appendices to are expressly made part of this Settlement Agreement.

25.7 In this Settlement Agreement, unless the context requires otherwise, (a) references to this Settlement Agreement shall include all exhibits, appendices, schedules,

and annexes hereto or referenced herein; (b) references to any law shall include all rules and regulations promulgated thereunder; and (c) references to dollars or “\$” are to United States dollars.

25.8 References to a Section also includes any other sections or subparts within that Section, *e.g.*, a reference to Section 16, includes Sections 16.1, 16.2 and 16.3. References to a subpart of a Section only includes that subpart, *e.g.*, a reference to Section 16.1 does not include Sections 16.2 or 16.3. The definitions contained in this Settlement Agreement or any Exhibit or Appendix hereto are applicable to the singular as well as the plural forms of such terms. The definitions contained in this Settlement Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, otherwise) mean and include correlative words of the other genders.

25.9 All representations, warranties, and covenants set forth in this Settlement Agreement shall be deemed continuing and shall survive the date of this Settlement Agreement, or termination or expiration of this Settlement Agreement.

25.10 Each of the Parties agrees, without further consideration, and as part of finalizing the settlement hereunder, to execute and deliver such other documents and take such other actions that may be necessary to consummate and effectuate the subject matter and purpose of this Settlement Agreement.

25.11 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Settlement Agreement, provided that this Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

25.12 This Settlement Agreement and any amendments thereto, to the extent signed and delivered electronically or by facsimile shall be treated in all manner and respects as an original Settlement Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person. Any Release, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person, upon delivery by the Government Entity Settlement Administrator to Altria in accordance with the terms of this Settlement Agreement.

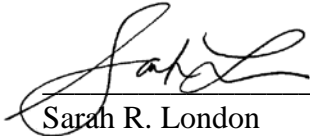
25.13 The Government Entity Settlement Administrator shall not modify and/or supplement the Release without obtaining Altria’s written consent, as well as the consent of Plaintiffs’ Counsel. In no event shall the Settlement Program make any change to any Release that would materially alter the substance of such Release.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement.

[Signatures on following pages; remainder of this page intentionally left blank]

ALTRIA GOVERNMENT ENTITY SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:



Sarah R. London
MDL Plaintiffs' Liaison and Co-Lead Counsel

Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel

Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

Thomas P. Cartmell
MDL Government Entity Liaison Counsel

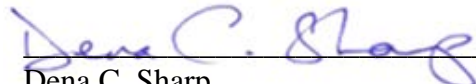
Rahul Ravipudi
JCCP Public Entity Plaintiffs Co-Lead Counsel

John Fiske
JCCP Public Entity Plaintiffs Co-Lead Counsel

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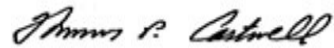
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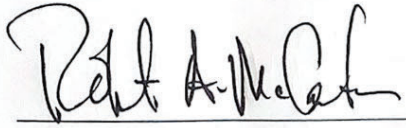
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JCCP Public Entity Plaintiffs Co-Lead Counsel



John Fiske
JCCP Public Entity Plaintiffs Co-Lead Counsel

ALTRIA'S COUNSEL

A handwritten signature in black ink, appearing to read "Robert A. McCarter". The signature is written in a cursive style with a large initial "R".

Robert McCarter,
Senior Vice President & Associate General Counsel
Altria Client Services

EXHIBIT 1

GOVERNMENT ENTITY RELEASE OF ALL CLAIMS

_____, the undersigned Releasor (the “Releasor”), is a plaintiff in the Juul Labs Inc. (“JLI”), Marketing, Sales Practices, and Products Liability Litigation. Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Payments including its own expected settlement offer amount and has chosen to participate in the Government Entity Settlement Program¹ set forth in the Government Entity Settlement Agreement dated as of July 26, 2023. Releasor understands that the terms of the Government Entity Settlement Agreement and this Release govern the resolution of Releasor’s claim. Releasor understands and agrees that this Release shall become effective concurrent with Altria’s payment of the Government Entity Settlement Amount described in the Settlement Agreement. Once effective, this Release shall release any and all Claims Releasor and the other Releasing Parties have, or may have in the future, against the Released Parties concerning and/or connected with JUUL Products and/or with any injury Releasor has ever claimed, or may at any time in the future claim, the Released Parties caused in whole or in part, directly or indirectly, concerning and/or connected with JUUL Products, and/or the Released Claims and Liabilities.

Accordingly, in consideration for the Released Parties’ agreement to establish the Government Entity Settlement Program, the significant expenses being incurred by Altria in connection with the Government Entity Settlement Program, and the compensatory restitution or remediation amounts to be received for the Releasor’s claim in connection with the Government Entity Settlement, Releasor hereby gives and makes the following Release. By signing this Release, Releasor understands and acknowledges that although Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Amount, including its own expected settlement amount, there is no assurance as to the precise amount of the payment to be made to any claimant under the Government Entity Settlement, and this fact shall in no way affect the validity or effect of this Release.

Definitions: As used in this Release, and in addition to the definitions set forth in the Preamble above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Release. Terms used in the singular shall be deemed to include the plural and vice versa.

1. “**Altria**” means Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises, LLC, and Altria Group Distribution Company.
2. “**Claims**” means any and all rights, remedies, actions, proceeding under any Law, claims, demands, causes of action, suits at law or in equity, verdicts, enforcement actions, suits of judgments and/or Liens, past, present, and future (including each and every element, component, or enhancement of any of the foregoing), and any fraudulent transfer, conveyance, and related types of claims, of any kind whatsoever.

¹ Capitalized terms are either (i) defined below, or (ii) in the Settlement Agreement. Capitalized terms that are used but not otherwise defined herein shall have the meanings given such terms in the Settlement Agreement.

3. “**Individual Government Entity Settlement Payment**” means any payment made to a Releasing Party.
4. “**Law**” means a law, statute, ordinance, rule, regulation, case, or other legal provision or authority.
5. “**Liabilities**” means any and all damages, civil fines, penalties, monetary impositions of any nature, expenses, injunctive relief, debts, liabilities, obligations, covenants, promises, contracts, agreements and/or obligations, of any kind whatsoever, past, present, and future (including each and every element, component, or enhancement of any of the foregoing).
6. “**Lien**” means any lien, pledge, charge, security interest, assignment, encumbrance, subrogation right, third-party interest, or other adverse claim of any nature whatsoever against Releasor’s Individual Government Entity Settlement Payment.
7. “**Non-Released Party**” or “**Non-Released Parties**” means Juul Labs, Inc. and any past, present, and future parents, subsidiaries, and affiliates and any Person who is not Altria or a Released Party, including but not limited to other e-cigarette manufacturers, or any other vaping or e-cigarette company, or any of their respective past, present, or future parents, subsidiaries, and affiliates. Nothing in the Settlement Agreement or in any Release is intended to, or does, constitute a release of a Non-Released Party. For the avoidance of doubt, and by way of illustration only, if a Non-Released Party acquires a Released Party, then the Non-Released Party shall acquire the rights and obligations of that Released Party under this Release with respect to Released Conduct without enhancement or limitation.
8. “**Release**” means releases, waivers, acknowledgements, and agreements for the benefit of the Released Parties.
9. “**Released Claims and Liabilities**” means, collectively, (i) Claims that any Releasing Party may have ever had, may now have, or at any time hereafter may have against any Released Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria’s investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria and (ii) Liabilities that any Released Party may have ever had, may now have, or at any time hereafter may have to any Releasing Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria’s investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria, in the case of clause (i) and clause (ii), to any extent, or in any way, arising out of, relating to, resulting from and/or connected with any conduct a Released Party engaged in on or before the date on which this Release takes effect. For the

avoidance of doubt, Released Claims and Liabilities does not include claims against Non-Released Parties.

10. “**Released Parties**” means Altria; each and all of its predecessors, successors, and assigns; each and all of its past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, and members, and insurers.
11. “**Releasing Parties**” means (i) Releasor and (ii) any and all Persons and/or entities within the Releasor’s authority to release Claims and/or Liabilities, whether their right to sue is independent, derivative, or otherwise.
12. “**Settlement Agreement**” means the Government Entity Settlement Agreement dated as of July 26, 2023.
13. “**Settlement Program**” means the Government Entity Settlement Program set forth in the Government Entity Settlement Agreement.

Releases: Except as set forth in the section “Pursuit of Certain Claims” below, on its own behalf and on behalf of each other Releasing Party, Releasor hereby knowingly and voluntarily releases, relinquishes, and forever discharges the Released Parties from the Released Claims and Liabilities. Further, on its own behalf and on behalf of each other Releasing Party, Releasor hereby releases Released Parties from responsibility or liability for any individual settlement amount allocation, or division, or payment of any individual settlement amount in the Government Entity Settlement Agreement or Government Entity Settlement Program. Provided that nothing in this release eliminates or impairs the obligations of the Released Parties to fund the Government Entity Settlement Program under the Government Entity Settlement Agreement.

Releasor acknowledges that it may in the future learn of additional and/or different facts as they relate to JUUL Products, the Released Parties’ activities as they relate to JUUL Products, and/or any injury Releasor has ever claimed, or may at any time in the future claim, JUUL Products caused in whole or in part. Releasor understands and acknowledges the significance and consequences of releasing all of the Released Claims and Liabilities and hereby assumes full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that Releasor may hereinafter incur or discover. To the extent that any Law may at any time purport to preserve Releasor’s and/or any other Releasing Party’s right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, Releasor hereby specifically and expressly waives (to the fullest extent permitted by applicable Law) each Releasing Party’s rights under such Law. Releasor further acknowledges having had an opportunity to obtain advice of counsel of its choosing regarding this waiver, and having discussed it with such counsel to its satisfaction.

On its own behalf and on behalf of each other Releasing Party, Releasor acknowledges and agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each Released Party, and are intended to be as broad as can possibly be created.

WITHOUT LIMITATION OF THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED, OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, DEFECTIVE PRODUCT, MALICE, AND/OR CONDUCT OF ANY TYPE BY ALTRIA, ANY OF THE OTHER RELEASED PARTIES, ANY RELEASING PARTY AND/OR ANY OTHER PERSON. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, ANY LATENT, FUTURE, OR WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.

Waiver of Civil Code Section 1542: Releasor, along with each of its personal representatives, officers, employees, attorneys, administrators and assigns, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code Section 1542, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasor acknowledges that it may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses might give rise to claims in the future. Nevertheless, Releasor acknowledges that this Release has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses, and it acknowledges and waives such claims.

Characterization of Settlement Payments: Releasor sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as set forth in its complaint, Plaintiff Fact Sheet, and any subsequent pleadings, as alleged damages for past, present, and future financial, societal, and other alleged harms and related expenditures allegedly attributable to the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products (the “Alleged Harms**”), and the amounts to be paid to Releasor under the Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Releasor. The amounts paid to Releasor are being paid as compensatory restitution to restore, in whole or in part, Releasor to the same condition or position it would have been in had it not suffered such Alleged Harms. No amount paid to Releasor represents reimbursement to Releasor for the costs of any investigation or litigation and no portion of any amount paid to Releasor under this Settlement Agreement is in lieu of any fine or penalty,**

and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

Attorneys' Fees; Division of Any Individual Government Entity Settlement Payment:

Releasor understands that the Released Parties are not responsible for any attorneys' fees or costs Releasor has incurred or may at any time incur, including, but not limited to, entering into this Release and any other documents. Nothing in this Release shall be read to prohibit or impair the payment of Attorneys' Fees and Expenses by Releasor out of the settlement proceeds. Releasor understands that, with respect to Individual Government Entity Settlement Payment, any dispute regarding the division of such gross Individual Government Entity Settlement Payment between it and its counsel (if any) shall in no way affect the validity of this Release.

Pursuit of Certain Claims: Releasor agrees that it will never (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect or otherwise enforce, any of the Released Claims and Liabilities of or against any Released Party; (ii) institute or participate in any new legal action (excluding criminal prosecutions) against any Released Party to any extent, or in any way, arising out of, relating to, resulting from and/or connected to any of the Released Claims and Liabilities; (iii) attempt to execute or collect on, or otherwise enforce, any judgment that may be entered against any Released Party in any legal action described in clause (ii) or its pending legal action against Altria; or (iv) take any legal or other action against any Released Party concerning the administration, settlement allocation, individual settlement amount, or any other aspect of the Government Entity Settlement Program.

Liens and Other Third-Party Payor Claims: Releasor agrees that prior to the first time, if any, that a Settlement Payment is made to it, Releasor shall identify to the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment (and/or the right to receive such Settlement Payment) payable to it, through procedures and protocols to be established by the Government Entity Settlement Administrator for the Government Entity Settlement.

Releasor understands and acknowledges that satisfaction and discharge of any and all Liens with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) is its sole responsibility, to be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment (if any) can be disbursed to Releasor.

Prior to the first time, if any, that an Individual Government Entity Settlement Payment is made to it, Releasor shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged. Furthermore, upon request to the Government Entity Settlement Administrator, Altria shall be entitled to proof of satisfaction and discharge of any or all such Liens. Documentation of a holdback amount determined by the Government Entity Settlement Administrator shall count as sufficient proof for the release of funds to the Government Entity.

No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.

Releasor, by accepting the settlement set forth in the Settlement Agreement, accepts that it is responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

Claim-Over: Releasor agrees if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party and obtains a resulting judgment (a “**Non-Released Party Judgment**”); and (b) if such non-released party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such non-released party’s joint liability with such Released Party (a “**Claim-Over**”), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

1. Releasor shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith settlement and that relevant state laws governing such settlements should be enforced;
2. Releasor, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by JLI or any of the other Released Parties against any non-released party to dismiss any Claim-Over on the grounds that this Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over;
3. Releasor, jointly with JLI, shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.
4. In the event that the non-released party obtains a judgment against the Releasing Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

Non-Party Settlement: To the extent that on or after the date of this Settlement Agreement Releasor settles any Claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a “**Non-Party Settlement**”), Releasor shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which JLI or any other Released Party may be liable to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released Party with respect thereto, and/or (ii) a provision substantively identical to Section 14.4 of the Government Entity Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any

similar theory other than contractual indemnification relating to such Non-Released Party's joint liability with such Released Party.

ACKNOWLEDGEMENT OF COMPREHENSION: RELEASOR IS ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF, ALTRIA OR ANY OTHER PERSON. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THE SECOND PARAGRAPH IN THIS RELEASE. RELEASOR ACKNOWLEDGES THAT IT HAS READ THIS RELEASE AND THE GOVERNMENT ENTITY SETTLEMENT AGREEMENT, AND RELEASOR HAS HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF ITS CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THESE DOCUMENTS AND ITS DECISION TO PARTICIPATE IN THE GOVERNMENT ENTITY SETTLEMENT PROGRAM. RELEASOR FURTHER ACKNOWLEDGES THAT IT HAS DISCUSSED ALL THESE MATTERS WITH THE COUNSEL TO IT EXECUTING A "CERTIFICATION OF COUNSEL" ATTACHED TO THIS RELEASE, AND SUCH COUNSEL HAS ANSWERED ALL ITS QUESTIONS TO ITS SATISFACTION. RELEASOR FURTHER ACKNOWLEDGES THAT IT UNDERSTANDS THIS RELEASE AND AGREEMENT AND THAT ALTHOUGH IT HAS RECEIVED DISCLOSURE DOCUMENTS REGARDING THE ALLOCATION OF THE GOVERNMENT ENTITY FUND AND ITS EXPECTED SETTLEMENT AMOUNT THERE IS NO GUARANTEE OF THE PRECISE AMOUNT OF THE SETTLEMENT PAYMENT THAT IT WILL RECEIVE THROUGH THE SETTLEMENT PROGRAM.

Waiver of Certain Provisions Regarding Timing of Any Payments. If Releasor has any civil action pending in any jurisdiction that has enacted, promulgated, or otherwise adopted any Law containing provisions that establish specific time periods within which settlement funds, if any, must be paid to it in connection with the settlement of such civil action and/or impose sanctions, penalties or other similar obligations against the paying party if the settlement funds are not paid within such time periods and/or invalidate or otherwise affect the terms of the settlement of such civil action, Releasor hereby (i) specifically and expressly waives (to the fullest extent permitted by applicable Law) its rights under any such provisions and (ii) agrees that payment of any Settlement Payment shall be made solely in accordance with the terms and conditions of the Government Entity Settlement Program.

No Admission of Fault: Releasor understands and agrees that Altria has entered into this Release and the Government Entity Settlement Agreement solely by way of compromise and settlement. These documents are not and shall not be construed at any time to be, an admission or concession by Altria or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs' allegations.

Representations and Warranties: Releasor hereby represents and warrants that Releasor has full power, authority and capacity to enter into this Release, which is enforceable in accordance with its terms. Except as set forth in the section "Attorneys' Fees; Division of Any Individual

Government Entity Settlement Payment” above, Releasor affirms that it has the sole right to receive any and all Individual Government Entity Plaintiff Settlement Payments with respect to Releasor’s claim under the Settlement Program. Neither Releasor nor any other Releasing Party has sold, assigned, transferred or otherwise disposed of, or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.

GOVERNING LAW: THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF CALIFORNIA, WITHOUT REGARD TO ANY CHOICE-OF-LAW RULES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

Severability: Releasor agrees that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be deemed amended to delete herefrom the invalid or unenforceable provision, and this Release shall be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, Releasor hereby (on its own behalf and on behalf of each other Releasing Party) specifically and expressly waives any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

Electronic Signatures: This Release, and any exhibits thereto, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person.

[The remainder of this page is intentionally left blank.]

Releasor has executed this Release on the date below, to be effective as of the date set forth in the first paragraph of this Release above:

Instructions: A person with authority to bind the Releasor to this Government Entity Release of All Claims must: (1) ensure that you entered the complete name of the Government Entity on page one of the Release; (2) type your electronic signature in the field labeled “By:”; (3) type the name of the person signing the Release on behalf of the Government Entity in the field labeled “Name”; (3) type the title of the person signing the Release on behalf of the Government Entity in the field labeled “Title”; (4) type the name of the Government Entity agreeing to this Release in the field labeled “Government Entity Name”; and (4) indicate the date of signature in the last line. Return the signed Release to your lawyer who will review it and provide it to the Government Entity Settlement Administrator.

RELEASOR:

By: /s/ _____
Name: _____
Title: _____
Government Entity Name: _____
Dated: _____

EXHIBIT 2

INTENTIONALLY OMITTED

EXHIBIT 3

EXHIBIT 4

ALTRIA CLASS SETTLEMENT AGREEMENT

This Altria Class Settlement Agreement, entered into as of this 26th day of July, 2023 (the “**Execution Date**”), is made by and between Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively “**Altria**”); and the Class Plaintiffs, on behalf of themselves and the proposed Settlement Class, (together with Altria, the “**Parties**”). This Altria Class Settlement Agreement establishes a program to resolve the actions, disputes, and claims that the Class Plaintiffs and their counsel, as well as Settlement Class Members, have or could have asserted against Altria and other Released Parties as defined in Paragraph 1.26 below, and the Settlement Class Released Claims as defined in Paragraph 1.28 below, subject to the terms below.

RECITALS

WHEREAS, the Class Plaintiffs have brought suit against JUUL Labs, Inc. (“JLI”), Altria, and other defendants seeking legal and equitable relief in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, and performance of JUUL products; Altria’s conduct related to its investment in JLI; and Altria’s interactions with JLI and JLI related persons, *see* Second Amended Consolidated Class Action Complaint (MDL No. 2913, ECF No. 1358);

WHEREAS, Altria has denied and continues to deny any wrongdoing and any liability in connection with the above;

WHEREAS, the Parties to this Altria Class Settlement Agreement, after having (i) litigated cases in connection with the above for over four years (including extensive motion practice); (ii) engaged in substantial discovery, including written discovery, the production of numerous documents, numerous fact and expert depositions, and preparation and disclosure of comprehensive expert reports; (iii) fully briefed and argued class certification, after which four classes of purchasers of JUUL Products were certified, including two nationwide classes asserting claims against Altria, that are currently pending on appeal; (iv) engaged with the Mediator; and (v) engaged in arms-length negotiations, have now reached an agreement providing for a resolution of the above and the Settlement Class Released Claims;

WHEREAS, the Class Plaintiffs and their counsel have conducted a thorough investigation of the relevant law and facts;

WHEREAS, after analyzing the relevant facts and applicable law, and taking into account the burdens, risks, uncertainties, time, and expense of litigation; issues related to the recovery of any judgment after trial; and the merits of the terms set forth herein, the Class Plaintiffs have concluded that the settlement set forth in this Altria Class Settlement Agreement is fair, reasonable, adequate and in the best interests of the Class Plaintiffs, including the proposed Settlement Class;

WHEREAS, Altria has concluded that resolving the claims settled under the terms of this Altria Class Settlement Agreement is desirable to reduce the time, risk, and expense of defending multiple-claim and multiple-party litigation across multiple jurisdictions, and to resolve finally

and completely the cases of the Class Plaintiffs and the proposed Settlement Class without any admission of wrongdoing or liability; and

WHEREAS, the Parties believe that the terms of this Altria Class Settlement Agreement involve good and fair consideration on behalf of all Parties, and that the terms of the Settlement Agreement are fair, reasonable and adequate with respect to the claims asserted by the Class against Altria;

NOW, THEREFORE, the Parties stipulate and agree to the terms and conditions set forth herein, subject to the Court's approval under Fed. R. Civ. P. 23(e).

1. **DEFINITIONS**

As used in this Altria Class Settlement Agreement, and in addition to the definitions set forth in the Preamble and Recitals above, capitalized terms shall have the following definitions and meanings, or such definitions and meanings as are accorded to them elsewhere in this Altria Class Settlement Agreement. Terms used in the singular shall be deemed to include the plural and vice versa.

1.1 “**Altria Class Settlement Account**” shall be the account established and funded in accordance with Section 2.

1.2 “**Altria Class Settlement Fund**” or “**Altria Settlement Fund**” means a non-reversionary cash fund of the Altria Gross Class Settlement Amount deposited by Altria into the Class Settlement Account in accordance with Section 2.

1.3 “**Altria Gross Class Settlement Amount**” means \$45,531,250.00.

1.4 “**Altria Net Settlement Fund**” means the Gross Class Settlement Amount, reduced by the sum of the following, as may be approved by the Court: (1) the costs of the Notice Plan and of administering the settlement, and (2) any Fee and Expense Award, and (3) any payments of Service Awards.

1.5 “**Business Day**” means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by law to be closed.

1.6 “**Class**” or “**Settlement Class**” means that, subject to the Court's approval, and the conditions of this Altria Class Settlement Agreement, the following settlement class, to which the Parties agree and consent pursuant to Fed. R. Civ. P. 23(b)(3):

All individuals who purchased, in the United States, a JUUL Product from a brick and mortar or online retailer before December 6, 2022.

Excluded from the Settlement Class are (a) Altria and any other named defendant in the litigation; (b) officers, directors, employees, legal representatives, heirs, successors, or wholly or partly owned subsidiaries or affiliated companies of Altria and any other named defendant in the

litigation; (c) Class Counsel and their employees; (d) the Court and other judicial officers, their immediate family members, and associated court staff assigned to MDL No. 2913 or JCCP No. 5052; and (e) those individuals who timely and validly exclude themselves from the Settlement Class.

1.7 “**Class Attorneys’ Fees and Expenses**” means the attorneys’ fees and documented litigation expenses of Class and Co-Lead Counsel and any other counsel incurred in connection with class-related litigation against Altria, and in connection with this Altria Class Settlement Agreement sought out of the Altria Settlement Fund.

1.8 “**Class Counsel**” means Dena C. Sharp of Girard Sharp LLP.

1.9 “**Class Settlement Administrator**” means the Person chosen by Class Counsel, with input from Altria, to administer the Notice Plan and claims process.

1.10 “**Court**” means Judge William H. Orrick of the U.S. District Court for the Northern District of California, who is overseeing MDL No. 2913.

1.11 “**Defense Counsel**” shall mean counsel for Altria.

1.12 “**Effective Date**” shall mean the first day after which all of the following events and conditions of this Altria Class Settlement Agreement have occurred or have been met: (i) the Court has entered the Final Approval Order and Judgment, and (ii) the Final Approval Order and Judgment has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and this Altria Class Settlement Agreement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired, and (iii) Altria has not terminated either the Government Entity Settlement Agreement or the Personal Injury Settlement Agreement under the terms of the Opt-Out and Rights of Withdrawal Agreements accompanying those settlements. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.

1.13 “**Escrow Agent**” shall mean Citibank, N.A.

1.14 “**Fee and Expense Award**” has the same meaning as that term is given in Section 15.1.

1.15 “**Final Approval**” or “**Final Approval Order and Judgment**” means an order and judgment entered by the Court (i) certifying the Settlement Class; (ii) finding this Altria Class Settlement Agreement to be fair, adequate, and reasonable, and finally approving the settlement set forth in this Altria Class Settlement Agreement under Fed. R. Civ. P. 23(e); (iii) finding that the Notice to the Settlement Class was fair, adequate, and reasonable; and (iv) making such other findings and determinations as the Court deems necessary and appropriate to approve the settlement and terms of this Altria Class Settlement Agreement and to release and dismiss with prejudice the Settlement Class Released Claims by any and all Settlement Class Members against all Released Parties, including, without limitation, dismissal with prejudice with each party to bear its own costs of all of the claims alleged in

the Second Amended Consolidated Class Action Complaint, MDL No. 2913 (ECF No. 1358), and any other Settlement Class Released Claims asserted in any other complaints. At the appropriate time, Class Counsel will submit to the Court a Final Approval Order and Judgment substantially similar to the proposed order attached as Exhibit 1.

1.16 “**JCCP No. 5052**” means the coordinated proceeding captioned *JUUL Labs Product Cases*, Judicial Counsel Coordination Proceeding No. 5052, pending in the Superior Court of California, County of Los Angeles, Department 11, and all cases that are part of that proceeding.

1.17 “**JUUL Product**” means any JUUL product designed, manufactured, produced, advertised, marketed, distributed, or sold by JLI or under the logo of JUUL, including but not limited to “JUUL”-branded pods or devices.

1.18 “**MDL No. 2913**” means the consolidated proceeding captioned *In re: Juul Labs Inc., Marketing, Sales Practices, and Products Liability Litigation*, Case No. 3:19-md-02913, pending in the U.S. District Court for the Northern District of California, and all cases that are part of that proceeding.

1.19 “**Mediator**” the mediator appointed by the Court in MDL No. 2913, Thomas J. Perrelli.

1.20 “**Notice Plan**” means the plan for disseminating notice of the settlement embodied in this Altria Class Settlement Agreement to the Settlement Class as approved by the Court.

1.21 “**Opt-Out Deadline**” means the deadline to be established in the Opt-Out Procedure and set forth in the Preliminary Approval Order.

1.22 “**Opt-Outs**” shall mean all Persons who fall within the scope of the Settlement Class, and who have timely and properly exercised their right to exclude themselves from the Class pursuant to the procedure set forth in the Notice Plan.

1.23 “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s owners, members, partners, shareholders, spouse, heirs, predecessors, successors, representatives, and assignees.

1.24 “**Plan of Allocation**” means the plan for allocating the Altria Net Settlement Fund as approved by the Court.

1.25 “**Preliminary Approval Order**” means an order entered by the Court under Federal Rule of Civil Procedure 23(e)(1)(B) and directing notice to the Settlement Class.

1.26 “**Released Party**” and “**Released Parties**” includes: Altria Group, Inc., Altria Client Services LLC, Altria Enterprises, LLC, Altria Group Distribution Company,

and Philip Morris USA, Inc.; each and all of their predecessors, successors, and assigns; each and all of their past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies; and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, members, and insurers. Subject to and without limiting the foregoing sentence, “**Released Parties**” does not include Juul Labs, Inc. or any of its past, present, and/or future affiliates, assigns, predecessors, successors, related companies, subsidiary companies, directors, officers, employees, shareholders, advisors, advertisers, attorneys, insurers, and agents.

1.27 “**Settlement Class Member**” or “**Class Member**” means all Persons who fall within the scope of the Settlement Class, and who do not timely and properly exercise their right to exclude themselves from the Class pursuant to the procedure as set forth in the Notice Plan.

1.28 “**Settlement Class Released Claims**” means any and all known or unknown claims, demands, actions, suits, causes of action, damages whenever incurred or manifesting (whether compensatory or exemplary), liabilities of any nature or under any theory or statute whatsoever, whether under federal, state, or other laws, and including costs, expenses, penalties and attorneys’ fees, in law or equity, that any Settlement Class Member, whether or not such Settlement Class Member objects to this Altria Class Settlement Agreement, ever had, now has, or will have in the future, directly, representatively, derivatively, or in any capacity, based upon, arising out of, or related to, in whole or in part, any claims for economic loss that have been asserted or could have been asserted in the class actions filed in MDL No. 2913 or JCCP No. 5052 relating to the purchase or use of any JUUL Product by a member of the Settlement Class, or based upon, arising out of, related to, or derived from, directly or indirectly, in whole or in part, Altria’s conduct related to its investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, or any or all of the conduct, events, or transactions relating to the design, manufacture, production, advertisement, marketing, distribution, sale, and performance of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria. For avoidance of doubt, the Settlement Class Released Claims do not include (or release) (1) personal injury claims or (2) claims asserted in *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO. Nor does this Altria Class Settlement Agreement revive any such claims listed in (1)-(2).

1.29 “**Settlement Class Representatives**” or “**Class Plaintiffs**” means Bradley Colgate, Joseph DiGiacinto on behalf of C.D., Lauren Gregg, Tyler Krauel, and Jill Nelson on behalf of L.B.

1.30 “**Service Award**” means the award, if any, approved by the Court and paid to any named plaintiffs in the Second Amended Consolidated Class Action Complaint, ECF No. 1358, in consideration for their service during the course of MDL No. 2913.

1.31 “United States” or “U.S.” means the United States of America including the fifty States of the United States, the District of Columbia, and the territories, possessions, and commonwealths of the United States.

2. **SETTLEMENT CONSIDERATION AND CLAIMS**

2.1 Within ten (10) days of the date of the Preliminary Approval Order, Altria shall cause payment to the Altria Class Settlement Account of \$2,500,000.00 for (i) the Class Settlement Administrator to (a) administer the Notice Plan and (b) distribute the Altria Net Settlement Fund to the Settlement Class under the Plan of Allocation (the “**Initial Class Settlement Administration Payment**”).

2.2 Within sixty (60) days of entry of the Final Approval Order and Judgment (the “**Payment Date**”), Altria shall cause payment of the Altria Gross Settlement Amount, less the Initial Class Settlement Administration Payment, to the Altria Class Settlement Account (the “**Final Class Payment**”), notwithstanding the existence of any objections, pending or forthcoming appeals, or collateral attack on this Altria Class Settlement Agreement.

2.3 Altria shall not have any additional payment obligations in connection with this Altria Class Settlement Agreement in excess of the Gross Class Settlement Amount, including, by way of example only, that Altria shall not have any additional payment obligations with respect to any attorneys’ fees and expenses or costs of class notice and claims administration.

2.4 In exchange for the benefits being made available by this Altria Class Settlement Agreement, the Settlement Class Members shall grant a full and complete release of Altria from any and all Settlement Class Released Claims, and shall dismiss their claims with prejudice, and shall provide the other consideration and benefits described herein.

3. **CLASS SETTLEMENT ADMINISTRATION**

3.1 The Class Settlement Administrator will administer the Notice Plan and the Plan of Allocation approved by the Court.

3.2 The reasonable costs for the Notice Plan shall be paid solely from the Altria Class Settlement Account.

3.3 Class Counsel and the Class Settlement Administrator shall be responsible for the development of the Notice Plan and the Plan of Allocation. Class Counsel will propose a Notice Plan and a Plan of Allocation that mirror the procedures the Court preliminarily approved in connection with the JLI Class Action Settlement, MDL No. 2913, ECF No. 3779.

3.4 Class Counsel and the Class Settlement Administrator shall be solely responsible for compliance with any state or federal law concerning the settlement of claims asserted by any Settlement Class Member who is a minor.

3.5 Benefits will be provided to Settlement Class Members following the occurrence of the Effective Date pursuant to the procedures contained in the Plan of Allocation.

4. **PRELIMINARY APPROVAL BY THE COURT**

4.1 The Parties shall cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this Altria Class Settlement Agreement and to implement this Altria Class Settlement Agreement on the terms and conditions provided herein.

4.2 Promptly after the execution of this Altria Class Settlement Agreement, and no later than fourteen (14) days following the Execution Date, the Class Plaintiffs shall submit a motion to the Court for preliminary approval of this Altria Class Settlement Agreement and to direct notice to the Settlement Class (the “**Preliminary Approval Motion**”), seeking entry of the Preliminary Approval Order. For purposes of settlement only, Altria will not oppose this motion but will reserve its rights.

4.3 Pursuant to the Class Action Fairness Act (“CAFA”), no later than ten (10) days after this Altria Class Settlement Agreement is filed with the Court, Altria shall cause the Class Settlement Administrator to timely serve proper notice of the proposed settlement upon those who are entitled to such notice pursuant to CAFA, including to the “appropriate State officials” and to the “appropriate Federal officials” as those terms are defined in CAFA.

4.4 Either before or on the same day that Class Plaintiffs file the Preliminary Approval Motion, the Parties shall submit to the Court, and any other appropriate courts, if necessary, unopposed motions to stay during the pendency of the settlement proceedings contemplated by this Altria Class Settlement Agreement (i) the underlying proceedings against Altria, (ii) the commencement and/or prosecution of any and all actions and proceedings (including discovery) against Altria brought by anyone for any Settlement Class Released Claims against Altria, including any actions brought on behalf of or through any Settlement Class Members, and (iii) any appeals initiated by Altria related to the Settlement Class Released Claims. Any stay will remain effective during the pendency of the settlement proceedings contemplated by this Altria Class Settlement Agreement unless modified by further order of the Court or any other appropriate courts, or until such point that this matter is resolved, and the stayed proceedings shall be dismissed with prejudice.

4.5 In the event the Court does not enter a Preliminary Approval Order, then any party may terminate this Altria Class Settlement Agreement. If a party terminates this Altria Class Settlement Agreement, the terms and provisions of this Altria Class Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose, and any order entered by the Court in accordance with the terms of this Altria Class Settlement Agreement will be treated as vacated, *nunc pro tunc*.

5. **SETTLEMENT STATISTICS, PRELIMINARY REPORTING, AND FINAL REPORT**

5.1 On the first day of each month following entry of the Preliminary Approval Order, and until entry of the Final Approval Order and Judgment, the Class Settlement Administrator shall, upon request, compile and send to Class Counsel, Altria's Counsel, and the Mediator reports containing summary statistics detailing the implementation of the settlement process. Such reports shall include, to the extent possible, the number of proper and timely Opt-Outs and the number of claims received.

6. **FINAL APPROVAL BY THE COURT**

6.1 In accordance with the schedule set in the Preliminary Approval Order, Class Counsel will draft the motion requesting final approval of this Altria Class Settlement Agreement and entry of the Final Approval Order and Judgment, and will provide those drafts to Defense Counsel before filing of the motion. Defense Counsel may provide feedback concerning the motion, and Class Counsel will meet and confer with Defense Counsel in good faith regarding their feedback. Altria reserves the right to respond to the motion in the event that its feedback is not addressed to its sole satisfaction.

6.2 In the event that the Court does not enter a Final Approval Order and Judgment or that the Altria Class Settlement Agreement's approval is conditioned on any material modifications that are not acceptable to either Party, the Final Approval Order and Judgment is vacated, overturned, or rendered void or unenforceable as a result of an appeal, or if this Altria Class Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason permitted under this Altria Class Settlement Agreement, then (a) this Altria Class Settlement Agreement shall be null and void and of no force and effect; (b) any release shall be of no force or effect, and (c)(i) Class Counsel shall cause the return to Altria of any funds paid by Altria pursuant to the terms of this Altria Class Settlement Agreement and any and all interest earned thereon, less monies expended toward settlement administration out of the Initial Class Settlement Administration Payment, within ten (10) days after the date the Altria Class Settlement Agreement becomes null and void and (ii) any counsel who is to receive any portion of the Fee and Expense Award agrees to be bound by this Section prior to receiving such awards and agrees to, within twenty (20) days after the date the Altria Class Settlement Agreement becomes null and void, repay to the Altria Class Settlement Account such portion of the Fee and Expense Award it received, and within ten (10) days Class Counsel shall cause the return of such funds to Altria. For the avoidance of doubt, Class Counsel shall have no obligation under any circumstances to reimburse the Altria Class Settlement Account for any reasonable sums paid to, or that are billed by, the Class Settlement Administrator for notice, administration of the Altria Class Settlement Agreement, and other appropriate and typical administration functions.

6.3 If the Final Approval Order and Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order and Judgment shall not become final. Any order or proceeding relating to the application for a Fee and Expense Award and/or Service Awards, the pendency of any such application, or any appeal from any such order, shall not operate to terminate or cancel

this Altria Class Settlement Agreement, or affect or delay the finality of the judgment approving the settlement.

7. **ALTRIA CLASS SETTLEMENT ACCOUNT**

7.1 The Parties have agreed to the establishment of an Altria Class Settlement Account. The Altria Class Settlement Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation Section 1.468B-1 and shall remain subject to the continuing jurisdiction of the Court.

7.2 No disbursements shall be made from the Altria Class Settlement Account prior to the Effective Date other than (a) to pay (i) the reasonable costs and expenses of the Class Settlement Administrator for implementing the Notice Plan and other administrative and claim processing activities of this Altria Class Settlement Agreement, (ii) any Fee and Expense Award (per Section 155 below) as approved by the Court, or (iii) the reasonable costs and expenses of administering the Altria Class Settlement Account, or (b) to refund the funding Party in the event this Altria Class Settlement Agreement is not approved or is terminated.

7.3 The Altria Class Settlement Account shall be held at a federally-insured account with the Escrow Agent.

7.4 The Escrow Agent shall be responsible for all administrative, accounting, and tax compliance activities in connection with the Altria Class Settlement Account. The Parties shall provide the Escrow Agent with all information and documentation necessary to facilitate tax compliance activities.

7.5 Any interest that accrues on amounts in the Altria Class Settlement Account shall be deemed to be part of the Altria Class Settlement Account.

7.6 As described above, the Altria Settlement Fund is non-reversionary and no portion of the Altria Settlement Fund or Altria Net Settlement Fund will revert to Altria after the Effective Date occurs.

8. **OPT-OUT PROCEDURES**

8.1 All Persons who wish to exclude themselves from the Settlement Class shall be advised of the process for doing so that must be followed to be excluded. The procedure for requesting exclusion from the Settlement Class (the “**Opt-Out Procedure**”) shall be set forth in the Preliminary Approval Order, and shall be subject to the Court’s approval. Class Counsel will propose an Opt-Out Procedure that mirrors the procedure the Court preliminarily approved in connection with the JLI Class Action Settlement, MDL No. 2913, ECF No. 3779.

8.2 All requests to opt out of the Settlement Class that fail to satisfy the requirements of the Opt-Out Procedure, as well as any additional requirements the Court may impose, shall be void and such person shall be bound by the settlement once approved and

final. Each Person who submits an opt-out request must do so individually and separately; no consolidated or group opt-outs shall be accepted.

8.3 Other than a parent or guardian acting on behalf of a minor or other individual, no Person may opt-out of the Settlement Class on behalf of any other Person.

8.4 All Settlement Class Members shall in all respects be bound by all terms of this Altria Class Settlement Agreement, and the Final Approval Order and Judgment finally dismissing the Settlement Class Released Claims as against the Released Parties, and shall be permanently barred from commencing, instituting, or prosecuting any action based on any Settlement Class Released Claims against the Released Parties in any court of law or equity, arbitration, tribunal or administrative or other forum. Any Opt-Outs shall not be bound by this Altria Class Settlement Agreement; shall not be eligible to apply for or receive any benefit under the terms of this Altria Class Settlement Agreement; and shall not be entitled to submit an objection to this Altria Class Settlement Agreement.

8.5 Plaintiffs' counsel and Defense Counsel agree that they will make no effort to solicit any Person who falls within the scope of the Settlement Class to exclude themselves from this Altria Class Settlement Agreement.

9. RELEASE

9.1 Settlement Class Release. Settlement Class Members, including the Settlement Class Representatives, agree that the Final Approval Order and Judgment entered by the Court will contain the following release, waiver and covenant not to sue, which shall take effect upon all members of the Settlement Class on the later of: (1) the Effective Date, or (2) payment of the Final Class Payment to the Class Settlement Amount:

Each Settlement Class Member hereby releases and forever discharges and holds harmless the Released Parties of and from any and all Settlement Class Released Claims which the Settlement Class Member ever had, now have, or will have in the future. Each Settlement Class Member further covenants and agrees not to, directly or indirectly, commence, file, initiate, institute, prosecute, maintain, or consent to any action or proceedings against the Released Parties based in whole or in part on the Settlement Class Released Claims.

9.2 In addition, Settlement Class Members, including the Settlement Class Representatives, agree that each Settlement Class Member hereby expressly waives and releases, upon the occurrence of the Effective Date, any and all provisions, rights, and benefits conferred by any law of the federal government or of any state or territory of the United States, or principle of common law, which purports to limit the scope and effectiveness of the release of any of the Settlement Class Released Claims provided pursuant to this Altria Class Settlement Agreement, without regard to the subsequent discovery or existence of any different or additional facts not known by a Settlement Class Member at the time of this Altria Class Settlement Agreement. By way of example, upon the Effective Date, each Settlement Class Member shall be deemed to have, and shall have, expressly waived

and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of §1542 of the California Civil Code, if any, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

9.3 Each Settlement Class Member also hereby expressly waives and fully, finally, and forever settles and releases any and all Settlement Class Released Claims it may have against the Released Parties under § 17200, et seq., of the California Business and Professions Code.

9.4 Each Settlement Class Member may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Altria Class Settlement Agreement, but each Settlement Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon the Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Settlement Class Released Claims with respect to the subject matter of this Altria Class Settlement Agreement whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

9.5 No Released Party shall be subject to liability or expense of any kind to any Class Member or their respective counsel related to the Settlement Class Released Claims except as provided in this Altria Class Settlement Agreement.

9.6 Settlement Class Representatives and each Settlement Class Member further covenant and agree that: (i) they will not sue or bring any action or cause of action, or seek restitution or other forms of monetary relief, including by way of third-party claim, crossclaim, or counterclaim, against any of the Released Parties in respect of any of the Settlement Class Released Claims, or by way of a separate lawsuit brought in bad faith against a non-party that could assert any kind of claim against any of the Released Parties in respect of any of the Settlement Class Released Claims for the purpose of seeking to indirectly recover money from Altria concerning the Settlement Class Released Claims; (ii) they will not initiate or participate in bringing or pursuing any class action against any of the Released Parties in respect of any of the Settlement Class Released Claims; (iii) if involuntarily included in any such class action, they will not participate therein; and (iv) they will not assist any third party in initiating or pursuing a class action lawsuit in whole or in part in respect of any of the Settlement Class Released Claims. Each Settlement Class Member expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Settlement Class Released Claims without regard to the subsequent discovery or existence of different or additional facts.

9.7 Settlement Class Representatives and each Settlement Class Member further covenant and agree that they will not sue or bring any action or cause of action under any state or federal law in respect of any challenge to the release, waiver, and covenant not to sue.

9.8 Contingent upon receipt by Altria and the other Released Parties of a reciprocal release from any third party, Altria and the other Released Parties agree to release and forever discharge any such third parties, including JLI and any individual defendants previously named by Plaintiffs, from all claims for contribution or indemnity arising out of any claims ultimately settled for some part of the Settlement Payment and dismissed pursuant to the terms of this Settlement Agreement.

10. DISMISSAL WITH PREJUDICE; SETTLEMENT AS EXCLUSIVE REMEDY

10.1 Class Counsel shall dismiss with prejudice all Settlement Class Released Claims against Altria as part of the process of seeking issuance of the Final Approval Order and Judgment, with each Party to bear its own costs, except as otherwise provided herein.

10.2 Upon the Effective Date, all Settlement Class Released Claims shall be dismissed with prejudice with each party to bear its own costs in accordance with the Final Approval Order and Judgment entered by the Court.

10.3 Upon the effectiveness of the releases described in Section 9 and only in the event that the releases described herein and in the Final Approval Order and Judgment are not void, void ab initio or voided pursuant to Section 6 herein, this Altria Class Settlement Agreement shall be the exclusive remedy for the Settlement Class and each member thereof with respect to Settlement Class Released Claims as against any and all Released Parties. No Settlement Class Member shall recover, directly or indirectly, any sums from Altria for Settlement Class Released Claims other than the consideration received under the terms of this Altria Class Settlement Agreement, and any amounts for which they may be eligible in any parallel settlement with the Altria settlement. For clarity and as noted above in Section 1.288, the Settlement Class Released Claims do not include (1) personal injury claims or (2) claims asserted in *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO. Nor does this Altria Class Settlement Agreement revive any such claims listed in (1)-(2).

11. NO ADMISSION OF LIABILITY

11.1 Neither this Altria Class Settlement Agreement, whether approved or not approved, nor any appendix, document, or instrument delivered pursuant to this Altria Class Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Altria Class Settlement Agreement, is intended to or may be construed as or deemed to be evidence of (a) an admission or concession by Altria of any liability or wrongdoing, or of the truth of any of the Class Plaintiffs' allegations, or of the appropriateness of class certification in any other context, or (b) an admission or concession by any Class Plaintiff of any lack of merit in those allegations.

11.2 Pursuant to this Altria Class Settlement Agreement, and pursuant to Federal Rule of Evidence 408, and any other applicable law, rule, or regulation, the fact of entering

into or carrying out this Altria Class Settlement Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability by or an estoppel against any of the Parties, a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Altria Class Settlement Agreement or the provisions of any related agreement, release, or appendix hereto.

12. REPRESENTATIONS AND WARRANTIES

12.1 The Class Plaintiffs represent and warrant that they each have the authority to enter into this Altria Class Settlement Agreement and have not assigned, in whole or in part, any rights or claims against Altria, and have not assigned, in whole or in part, any of the Released Claims. To the extent that any Settlement Class Member assigned the proceeds of any claims in whole or in part, it is that Settlement Class Member's responsibility to inform the assignee of the Settlement and/or provide those proceeds to any such assignee. Class Counsel represent and warrant that they have authority to execute this Altria Class Settlement Agreement.

12.2 Altria represents and warrants that it has the authority, and if applicable the requisite corporate power, to execute, deliver, and perform this Altria Class Settlement Agreement. The execution, delivery, and performance by Altria of this Altria Class Settlement Agreement has been duly authorized by all necessary corporate action. This Altria Class Settlement Agreement has been duly and validly executed and delivered by Altria, and constitutes its legal, valid, and binding obligation.

12.3 The Parties (i) recommend that this Altria Class Settlement Agreement be approved; and (ii) will undertake the necessary steps to support and effectuate the terms of this Altria Class Settlement Agreement in the event it is approved by the Court.

13. INDEMNITY, LIENS, AND TAXES

13.1 Altria waives any right of subrogation or any other right belonging to Altria to recover back any settlement amount paid or made available to any Settlement Class Member under this Altria Class Settlement Agreement by virtue of the Settlement Class Member's settlement with any other Person. The amounts made available and paid to Settlement Class Members under this Altria Class Settlement Agreement are free and clear of any encumbrances now held or later acquired by Altria.

13.2 It is each Settlement Class Member's responsibility to pay any and all valid and enforceable liens, reimbursement claims, or encumbrances held or asserted by any private or governmental lien holders against them. The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree to indemnify, hold harmless and defend the Released Parties from all claims by any state or other government body, employer, attorney, insurer, and/or any other entity for all past, present and future liens or

claims asserting a right of subrogation, right of indemnity, right of reimbursement or other such right for amounts paid or to be paid in consideration under this Altria Class Settlement Agreement.

13.3 The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree to indemnify, hold harmless and defend the Released Parties from any and all claims brought by any assignee of a Settlement Class Member seeking any amount paid or to be paid under this Altria Class Action Settlement Agreement.

13.4 The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree that each Class Plaintiff or Settlement Class Member, as applicable, is responsible for any tax consequences to each such Class Plaintiff or Settlement Class Member arising from, related to, or in any way connected with the relief afforded to each such Class Plaintiff or Settlement Class Member, as applicable, under this Altria Class Settlement Agreement.

13.5 The Parties agree that all amounts to be paid, except for attorneys' fees and costs, constitute restitution and remediation and no amounts constitute settlement of fines or penalties for the potential violation of laws.

14. CONTINUING JURISDICTION

14.1 The Court shall retain jurisdiction over MDL No. 2913, the Class Settlement Administrator, the Altria Class Settlement Account, this Altria Class Settlement Agreement, the Final Approval Order and Judgment, the Settlement Class Members, and the Parties for the purpose of administering, supervising, construing, and enforcing this Altria Class Settlement Agreement and the Final Approval Order and Judgment.

15. FEES AND EXPENSES OF CLASS COUNSEL AND OTHER COUNSEL

15.1 Class Counsel and other counsel with a basis to seek the payment of Class Attorneys' Fees and Expenses may apply to the Court for a reasonable award of Class Attorney's Fees and Expenses ("**Fee and Expense Award**") from the Altria Settlement Fund. Settlement Class Representatives' approval of this Altria Class Settlement Agreement, and Class Counsel's support of the Altria Class Settlement Agreement, are not contingent on Class Counsel making an application for a Fee and Expense Award, or the Court approving any application for a Fee and Expense Award.

15.2 The Parties have reached no agreement on the amount of attorneys' fees and expenses that Class Counsel will seek. While recognizing that this Altria Class Settlement Agreement permits Class Counsel to apply for reasonable fees and expenses, Settlement Class Members will be given the opportunity to object to and oppose Class Counsel's request for a Fee and Expense Award in accordance with the Notice Plan and applicable authorities.

15.3 Any Fee and Expense Award shall be payable from the Altria Settlement Fund promptly and no more than three (3) business days after the Payment Date, notwithstanding the existence of any objections, pending or forthcoming appeals, or collateral attack on this Altria Class Settlement Agreement, or any Fee and Expense Award,

subject to Section 6.2 above. At least seven (7) days prior to payment of the Fee and Expense Award, Class Counsel shall furnish the Class Settlement Administrator with all necessary payment and routing information to facilitate the transfer.

15.4 Any order or proceeding relating to the application for a Fee and Expense Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Altria Class Settlement Agreement, or affect or delay the finality effected by entry of the Final Approval Order and Judgment or the Effective Date. Class Counsel will allocate the Fee and Expense Award among plaintiffs' counsel. In no event shall Altria have any liability to any plaintiffs' counsel regarding the allocation of the Fee and Expense Award. No dispute regarding Fees and Expenses or the timing of payment of Fees and Expenses shall delay the timing or validity of the Release given in Section 9 above.

15.5 Any Fee and Expense Award shall not increase the Gross Class Settlement Amount.

16. **SERVICE AWARDS**

16.1 Class Counsel may apply for Service Awards, which shall be subject to approval of the Court and paid from the Altria Class Settlement Fund. Any Service Award that Class Counsel seeks shall be in consideration of, and commensurate with, the recipients' services, time, and effort on behalf of the Settlement Class. Any such Service Awards are separate and apart from any payments the recipients may receive as a result of submitting claims as Settlement Class Members. For tax purposes, the Service Award will be treated as 100% non-wage claim payment. Class Counsel will provide a Form W-9 for each individual receiving a Service Award, and the Class Settlement Administrator will issue an IRS Form Misc.-1099 for the Service Award payment to each recipient.

16.2 Any order or proceeding relating to the application for a Service Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality effected by entry of the Final Approval Order and Judgment or the Effective Date. The Class Representatives' approval of this Settlement Agreement is not contingent on Class Counsel making an application for a Service Award, or the Court approving any application for a Service Award.

16.3 Any Service Award shall not increase the Gross Class Settlement Amount.

17. **RIGHTS OF WITHDRAWAL**

17.1 Within seven (7) Business Days after the Opt-Out Deadline, Class Counsel will provide Defense Counsel information sufficient to show whether the condition enumerated in Section 17.3 occurred (which, to the extent this information needs to be filed with the Court, the Parties shall request remain under seal). Such information must include a reasonable estimate or minimum number of total Settlement Class Members and the total number of Opt-Outs.

17.2 On the same date that Class Counsel provide Defense Counsel with the information identified in Section 17.1, Class Counsel shall also represent in good faith, in writing to counsel for Altria, whether the condition enumerated in Section 17.3 has occurred.

17.3 If, seven (7) Business Days after the Opt-Out Deadline, the following condition occurs, Altria, in consultation with Defense Counsel, may withdraw from and terminate this Altria Class Settlement Agreement, in which case this Altria Class Settlement Agreement shall be null and void and the status of the litigation shall be as it was prior to the execution of this Altria Class Settlement Agreement: total Opt-Outs from the Class Settlement exceeds a number agreed to by the Parties and set forth in Appendix A, which shall be filed under seal if permitted by the Court.

17.4 In the event that Altria, in consultation with Defense Counsel, wishes to exercise its right to terminate this Altria Class Settlement Agreement under this Section 17.3 because of inadequate participation under Section 17.3 above, Altria must notify the other Parties in writing, within seven (7) days after receipt of the information described in Sections 17.1-17.3 of this Altria Class Settlement Agreement.

17.5 In the event that this Altria Class Settlement Agreement is not approved as submitted, does not reach Final Approval, or otherwise is terminated pursuant to the terms herein, the Parties will be restored to their respective positions in the litigation as of the day preceding the date of this Altria Class Settlement Agreement; subject to Sections 6.2 and 6.3 above, the terms and provisions of this Altria Class Settlement Agreement will have no further force or effect with respect to the Parties; this Altria Class Settlement Agreement or any of its terms will not be used in this litigation or in any other proceeding for any purpose; and any judgment or order entered by the Court in accordance with the terms of this Altria Class Settlement Agreement, including any order to certify the Settlement Class, will be vacated, *nunc pro tunc*, and the status of the litigation shall be as it was prior to the execution of this Altria Class Settlement Agreement.

18. THIRD-PARTY BENEFICIARIES; ASSIGNMENT

18.1 Any Released Party who is not a signatory to this Altria Class Settlement Agreement is a third-party beneficiary of this Altria Class Settlement Agreement, and is entitled to all of the rights and benefits under this Altria Class Settlement Agreement. Further, any such Released Party may enforce any and all provisions of this Altria Class Settlement Agreement as if that Released Party was a direct party to this Altria Class Settlement Agreement.

18.2 Other than Section 18.1, no provision of this Altria Class Settlement Agreement or any Appendix thereto is intended to create any third-party beneficiary to this Altria Class Settlement Agreement.

19. AMENDMENT; NO IMPLIED WAIVER

19.1 This Altria Class Settlement Agreement may be amended by (and only by) an instrument signed by Altria, on the one hand, and Class Counsel, on the other hand and specifically identifying this agreement by name as being thereby amended.

19.2 Except where a specific period for action or inaction is provided herein, no failure on the part of a Party to exercise, and no delay on the part of either Party in exercising, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of either Party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, power or privilege; nor shall any waiver on the part of a Party, on any particular occasion or in any particular instance, of any particular right, power or privilege operate as a waiver of such right, power or privilege on any other occasion or in any other instance.

20. OTHER OBLIGATIONS; MISCELLANEOUS

20.1 The Parties shall use their reasonable best efforts to perform all terms of this Altria Class Settlement Agreement.

20.2 The Released Parties may file this Altria Class Settlement Agreement and/or the Final Judgment and Order in any action that may be brought against them in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. Plaintiffs will take no position with respect to any applicable claim preclusion, issue preclusion, or similar defense or counterclaim.

20.3 All agreements made and orders entered during this litigation relating to the confidentiality of information survive this Altria Class Settlement Agreement.

20.4 Any Appendices to this Altria Class Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

20.5 This Altria Class Settlement Agreement supersedes any previous agreements and understanding among the Parties with respect to the subject matter of this Altria Class Settlement Agreement and the settlement embodied within it, including the Parties' Settlement Term Sheet signed May 10, 2023.

20.6 All time periods and dates described in this Altria Class Settlement Agreement are subject to the Court's approval. Unless set by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Altria Class Settlement Agreement through written consent of the Parties' counsel, without notice to the Class Members; provided, however, that any such changes in the schedule of Altria Class Settlement Agreement proceedings will be posted on a website established by the Class Settlement Administrator. Time periods and dates provided for in the Preliminary Approval Order may be altered by the Court.

20.7 Any notice, request, instruction, or other document to be given by any Party to this Altria Class Settlement Agreement to any other Party to this Altria Class Settlement Agreement, other than the Class Notice, shall be in writing and delivered by an overnight delivery service, with a courtesy copy via electronic mail to:

If to Settlement Class Representatives and Settlement Class:

Dena C. Sharp
GIRARD SHARP LLP
601 California St., Suite 1400
San Francisco, CA 94108
Telephone: (415) 981-4800
dsharp@girardsharp.com

If to Altria:

Robert McCarter
Senior VP & Associate General Counsel
Altria Client Services
robert.a.mccarter@altria.com

With a copy to:

APKS-PMService
Arnold & Porter Kaye Scholer LLP
601 Massachusetts Ave., NW
Washington, DC 20001-3743
APKS-PMService@arnoldporter.com

20.8 All applications for Court approval or Court orders required under this Altria Class Settlement Agreement shall be made on notice to all Parties to this Altria Class Settlement Agreement.

20.9 This Altria Class Settlement Agreement is the result of a mutual negotiation between counsel for the Parties. Any ambiguity in this Altria Class Settlement Agreement shall not presumptively be construed in favor of or against any Party as the drafter of the Altria Class Settlement Agreement.

20.10 The provisions of this Altria Class Settlement Agreement are not severable.

20.11 All the terms of this Altria Class Settlement Agreement shall be governed by and interpreted according to the laws of the State of California, except to the extent federal law applies.

20.12 References to a Section also includes any other sections or subparts within that Section, *e.g.*, a reference to Section 20, includes Sections 20.1, 20.2 and 20.3. The definitions contained in this Altria Class Settlement Agreement or any Appendix hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, otherwise) mean and include correlative words of the other genders.

20.13 All representations, warranties, and covenants set forth in this Altria Class Settlement Agreement shall be deemed continuing and shall survive the date of this Altria

Class Settlement Agreement, or termination or expiration of this Altria Class Settlement Agreement.

20.14 Each of the Parties agrees, without further consideration, and as part of finalizing the settlement hereunder, to execute and deliver such other documents and take such other actions that may be necessary to perfect and effectuate the subject matter and purpose of this Altria Class Settlement Agreement.

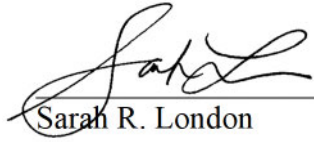
20.15 This Altria Class Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Altria Class Settlement Agreement, provided that this Altria Class Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

20.16 This Altria Class Settlement Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original Altria Class Settlement Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties have executed this Altria Class Settlement Agreement and have caused this Altria Class Settlement Agreement to be executed by Class Counsel.

ALTRIA CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:



Sarah R. London
MDL Plaintiffs' Liaison and Co-Lead Counsel

Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

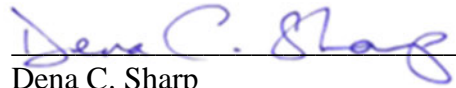
Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel

Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

ALTRIA CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

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ALTRIA CLASS SETTLEMENT AGREEMENT
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MDL Plaintiffs' Co-Lead Counsel

Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

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MDL Plaintiffs' Liaison and Co-Lead Counsel

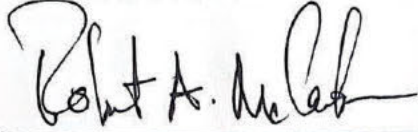
Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel



Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

ALTRIA'S COUNSEL

A handwritten signature in black ink, appearing to read "Robert A. McCarter". The signature is fluid and cursive, with a long horizontal stroke at the end.

Robert McCarter,
Senior Vice President & Associate General Counsel
Altria Client Services

Appendix A

**Unredacted Version of Document Sought to
be Filed Under Seal**

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

The Parties have agreed that if the number of Class Members who elect to exclude themselves from the Settlement Class exceeds 200,000, within the deadlines set forth in Section 17 of the Altria Class Settlement Agreement or as ordered by the Court, Altria shall have the absolute and unconditional option and right to unilaterally terminate and render void the Altria Class Settlement Agreement.

EXHIBIT 5

Counsel Certification Form¹

I. Instructions

The purpose of this form is to identify any [Personal Injury/Government Entity] cases eligible for the Altria [Personal Injury/Government Entity] Settlement that have not already been filed in (or transferred to) the MDL or the JCCP as of July 26, 2023.

Every attorney who is going to get access to the settlement agreement or details about its terms needs to submit a certification, with a minimum of one per firm.

Any local counsel firm needs to submit at least one certification.

Each submitting attorney must either include a list of unfiled Plaintiffs they or their firm represents, or certify that another member of their firm or co-counsel has submitted form(s) that include any unfiled Plaintiffs omitted by the submitting attorney.

Any co-represented client needs to appear on only one attorney's list.

II. Implementation

In the alternative to submitting this form, a submitting attorney may utilize a web interface to be developed by the [Personal Injury/Government Entity] Settlement Administrator. Defense Counsel shall have the right to approve the form of the web interface, such approval not to be unreasonably withheld.

II. Certification

I, _____, hereby certify pursuant to 28 U.S.C. § 1746 as follows:

I am an attorney in good standing who is admitted to practice law in the State of _____.

My information is as follows:

Law Firm

Street

City

State

Zip Code

Phone Number

E-mail Address

¹ Capitalized terms, unless otherwise defined, carry the meaning used in the [Personal Injury/Government Entity] Settlement Agreement.

State Bar ID Number

Subpart 1: Additional Case Identification

- [] **Exhibit 1** to this certification contains a true and complete list of all unfiled (as of July 26, 2023) [Personal Injury/Government Entity] Plaintiffs I or my firm represents
- [] **Exhibit 1** to this certification does not contain a true and complete list of all unfiled (as of July 26, 2023) [Personal Injury/Government Entity] Plaintiffs I or my firm represents, but any such Plaintiffs have been submitted in another attorney's Exhibit 1.

Subpart 2: Certification

I certify that neither I nor my firm presents have other clients we represent for whom we plan on filing cases against Altria or any other Released Party alleging Released Claims.

I certify under penalty of perjury that the foregoing is true and correct.

EXHIBIT 6

Eligible School Districts and Regional Education Agencies

Based on information available as of 7/25/2023

State	District
AK	ANCHORAGE SCHOOL DISTRICT
AL	MOBILE COUNTY
AL	JEFFERSON COUNTY
AL	BALDWIN COUNTY
AL	MONTGOMERY COUNTY
AL	HUNTSVILLE CITY
AL	LIMESTONE COUNTY
AL	TUSCALOOSA CITY
AL	ETOWAH COUNTY
AL	AUTAUGA COUNTY
AL	MORGAN COUNTY
AL	GADSDEN CITY
AL	ALBERTVILLE CITY
AL	ESCAMBIA COUNTY
AL	MARION COUNTY
AL	DALE COUNTY
AL	DALLAS COUNTY
AL	WINSTON COUNTY
AL	SELMA CITY
AL	COLBERT COUNTY
AL	FORT PAYNE CITY
AL	MUSCLE SHOALS CITY
AL	HENRY COUNTY
AL	CLARKE COUNTY
AL	COFFEE COUNTY
AL	FAYETTE COUNTY
AL	FAIRFIELD CITY
AL	LEEDS CITY
AL	TUSCUMBIA CITY
AL	HALEYVILLE CITY
AL	ATTALLA CITY
AL	MIDFIELD CITY
AL	ATHENS CITY
AL	WINFIELD CITY
AL	SHEFFIELD CITY
AL	DALEVILLE CITY
AL	DOTHAN CITY
AL	LYMAN WARD MILITARY ACADEMY
AL	GENEVA CITY

Eligible School Districts as of Information Available 7/25/2023

AR	RUSSELLVILLE SCHOOL DISTRICT
AZ	TUCSON UNIFIED DISTRICT (4403)
AZ	MESA UNIFIED DISTRICT (4235)
AZ	CHANDLER UNIFIED DISTRICT #80 (4242)
AZ	PHOENIX UNION HIGH SCHOOL DISTRICT (4286)
AZ	PARADISE VALLEY UNIFIED DISTRICT (4241)
AZ	SCOTTSDALE UNIFIED DISTRICT (4240)
AZ	TEMPE UNION HIGH SCHOOL DISTRICT (4287)
AZ	TOLLESON UNION HIGH SCHOOL DISTRICT (4288)
AZ	SUNNYSIDE UNIFIED DISTRICT (4407)
AZ	HIGLEY UNIFIED SCHOOL DISTRICT (4248)
AZ	KYRENE ELEMENTARY DISTRICT (4267)
AZ	PIMA COUNTY JTED (89380)
AZ	FLAGSTAFF UNIFIED DISTRICT (4192)
AZ	FLOWING WELLS UNIFIED DISTRICT (4405)
AZ	WHITERIVER UNIFIED DISTRICT (4394)
AZ	RIVERSIDE ELEMENTARY DISTRICT (4257)
AZ	MAMMOTH-SAN MANUEL UNIFIED DISTRICT (4439)
AZ	EDGE SCHOOL INC. THE (4421)
CA	LOS ANGELES UNIFIED
CA	LOS ANGELES COUNTY OFFICE OF EDUCATION
CA	SAN DIEGO UNIFIED
CA	ELK GROVE UNIFIED
CA	KERN HIGH
CA	ANAHEIM UNION HIGH
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION
CA	STOCKTON UNIFIED
CA	POWAY UNIFIED
CA	WEST CONTRA COSTA UNIFIED
CA	SADDLEBACK VALLEY UNIFIED
CA	GROSSMONT UNION HIGH
CA	GLENDALE UNIFIED
CA	MANTECA UNIFIED
CA	POMONA UNIFIED
CA	MONTEBELLO UNIFIED
CA	TORRANCE UNIFIED
CA	MURRIETA VALLEY UNIFIED
CA	DOWNEY UNIFIED
CA	HEMET UNIFIED
CA	PALM SPRINGS UNIFIED
CA	ABC UNIFIED
CA	COMPTON UNIFIED

Eligible School Districts as of Information Available 7/25/2023

CA	FAIRFIELD-SUISUN UNIFIED
CA	PAJARO VALLEY UNIFIED
CA	VISTA UNIFIED
CA	SAN DIEGUITO UNION HIGH
CA	ALHAMBRA UNIFIED
CA	OCEANSIDE UNIFIED
CA	ROSEVILLE JOINT UNION HIGH
CA	TRACY JOINT UNIFIED
CA	BURBANK UNIFIED
CA	SANTA CLARA UNIFIED
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CA	LYNWOOD UNIFIED
CA	LIVERMORE VALLEY JOINT UNIFIED
CA	ROCKLIN UNIFIED
CA	CHICO UNIFIED
CA	CAJON VALLEY UNION
CA	ANAHEIM ELEMENTARY
CA	PITTSBURG UNIFIED
CA	NEW HAVEN UNIFIED
CA	CHAFFEY JOINT UNION HIGH
CA	LAS VIRGENES UNIFIED
CA	SAN RAMON VALLEY UNIFIED
CA	ANTELOPE VALLEY UNION HIGH
CA	ESCONDIDO UNION
CA	TEMECULA VALLEY UNIFIED
CA	CAMPBELL UNION HIGH
CA	SAN MATEO-FOSTER CITY
CA	OXNARD UNION HIGH
CA	RIALTO UNIFIED
CA	MENIFEE UNION ELEMENTARY
CA	WOODLAND JOINT UNIFIED
CA	MONTEREY PENINSULA UNIFIED
CA	EL DORADO UNION HIGH
CA	DAVIS JOINT UNIFIED
CA	REDONDO BEACH UNIFIED
CA	BERKELEY UNIFIED
CA	SAN MATEO COUNTY OFFICE OF EDUCATION
CA	LINCOLN UNIFIED
CA	CASTRO VALLEY UNIFIED
CA	ALAMEDA UNIFIED
CA	VAL VERDE UNIFIED
CA	SOUTH SAN FRANCISCO UNIFIED
CA	SAN LEANDRO UNIFIED
CA	SANTA CRUZ CITY ELEMENTARY/HIGH
CA	ACALANES UNION HIGH

Eligible School Districts as of Information Available 7/25/2023

CA	NOVATO UNIFIED
CA	TAMALPAIS UNION HIGH
CA	GRANADA HILLS CHARTER DISTRICT
CA	JEFFERSON UNION HIGH
CA	CENTRAL UNION HIGH
CA	LAMMERSVILLE JOINT UNIFIED
CA	GILROY UNIFIED
CA	NORTH MONTEREY COUNTY UNIFIED
CA	EL CAMINO REAL CHARTER HIGH DISTRICT
CA	LINDSAY UNIFIED
CA	SAN BENITO HIGH
CA	EL CENTRO ELEMENTARY
CA	JEFFERSON ELEMENTARY
CA	ATWATER ELEMENTARY
CA	IMPERIAL COUNTY OFFICE OF EDUCATION
CA	LOS ANGELES COUNTY OFFICE OF EDUCATION
CA	LA CANADA UNIFIED
CA	SULPHUR SPRINGS UNION
CA	OROVILLE UNION HIGH
CA	RIPON UNIFIED
CA	EL SEGUNDO UNIFIED
CA	WASHINGTON UNIFIED
CA	BASSETT UNIFIED
CA	RIM OF THE WORLD UNIFIED
CA	CABRILLO UNIFIED
CA	BRAWLEY UNION HIGH
CA	CLAYTON VALLEY CHARTER HIGH DISTRICT
CA	BRAWLEY ELEMENTARY
CA	ESCALON UNIFIED
CA	MOUNTAIN EMPIRE UNIFIED
CA	CORONADO UNIFIED
CA	LINDEN UNIFIED
CA	SAN LORENZO VALLEY UNIFIED
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION
CA	CYPRESS ELEMENTARY
CA	BURLINGAME ELEMENTARY
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CA	SCOTTS VALLEY UNIFIED
CA	LAFAYETTE ELEMENTARY
CA	PACIFIC GROVE UNIFIED
CA	GOLDEN PLAINS UNIFIED
CA	SOLANA BEACH ELEMENTARY
CA	KING CITY UNION
CA	NAPA VALLEY UNIFIED
CA	JEFFERSON ELEMENTARY

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CA	SAN BRUNO PARK ELEMENTARY
CA	ONTARIO-MONTCLAIR
CA	NEEDLES UNIFIED
CA	IMPERIAL COUNTY OFFICE OF EDUCATION
CA	PARAMOUNT UNIFIED
CA	ROSS VALLEY ELEMENTARY
CA	THERMALITO UNION ELEMENTARY
CA	ALPINE UNION ELEMENTARY
CA	AROMAS - SAN JUAN UNIFIED
CA	SAN MATEO COUNTY OFFICE OF EDUCATION
CA	TWIN HILLS UNION ELEMENTARY
CA	KEYES UNION
CA	NORTH VALLEY MILITARY INST COLLEGE ACAD DISTRICT
CA	MCCABE UNION ELEMENTARY
CA	CHAMPS - CHARTER HS OF ARTS-MULTIMEDIA & PERFORMING DISTRICT
CA	WARNER UNIFIED
CA	WESTMORLAND UNION ELEMENTARY
CA	OAK PARK UNIFIED
CO	JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1
CO	BOULDER VALLEY SCHOOL DISTRICT NO. RE2
CO	PUEBLO SCHOOL DISTRICT NO. 60 IN THE COUNTY OF PUEBLO AND
CO	MONTROSE COUNTY SCHOOL DISTRICT RE-1J
CO	STEAMBOAT SPRINGS SCHOOL DISTRICT NO. RE 2
CO	ASPEN SCHOOL DISTRICT NO. 1 IN THE COUNTY OF PITKIN AND STA
CO	TELLURIDE SCHOOL DISTRICT NO. R-1
DE	RED CLAY CONSOLIDATED SCHOOL DISTRICT
DE	CHRISTINA SCHOOL DISTRICT
DE	INDIAN RIVER SCHOOL DISTRICT
DE	BRANDYWINE SCHOOL DISTRICT
DE	COLONIAL SCHOOL DISTRICT
DE	CAESAR RODNEY SCHOOL DISTRICT
DE	NEW CASTLE COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT
DE	CAPITAL SCHOOL DISTRICT
DE	CAPE HENLOPEN SCHOOL DISTRICT
DE	SMYRNA SCHOOL DISTRICT
DE	MILFORD SCHOOL DISTRICT
DE	LAKE FOREST SCHOOL DISTRICT
DE	SEAFORD SCHOOL DISTRICT
DE	LAUREL SCHOOL DISTRICT

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DE	WOODBIDGE SCHOOL DISTRICT
DE	DELMAR SCHOOL DISTRICT
DE	SUSSEX TECHNICAL SCHOOL DISTRICT
DE	POLYTECH SCHOOL DISTRICT
FL	PALM BEACH
FL	MIAMI-DADE
FL	BROWARD
FL	HILLSBOROUGH
FL	ORANGE
FL	PINELLAS
FL	LEE
FL	DUVAL
FL	POLK
FL	BREVARD
FL	SEMINOLE
FL	VOLUSIA
FL	ESCAMBIA
FL	ALACHUA
FL	HERNANDO
FL	MANATEE
FL	HIGHLANDS
FL	LEON
FL	HENDRY
FL	OKALOOSA
FL	PUTNAM
FL	SANTA ROSA
FL	BAY
FL	SUMTER
FL	OKEECHOBEE
FL	GILCHRIST
GA	DEKALB COUNTY
GA	CLAYTON COUNTY
GA	BIBB COUNTY
GA	MARIETTA CITY
IA	DECORAH COMMUNITY SCHOOL DISTRICT
ID	JOINT SCHOOL DISTRICT NO. 2
ID	BOISE INDEPENDENT DISTRICT
ID	NAMPA SCHOOL DISTRICT
ID	BONNEVILLE JOINT DISTRICT
ID	POCATELLO DISTRICT
ID	COEUR D'ALENE DISTRICT
ID	IDAHO FALLS DISTRICT
ID	TWIN FALLS DISTRICT
ID	VALLIVUE SCHOOL DISTRICT
ID	JEFFERSON COUNTY JOINT DISTRICT
ID	POST FALLS DISTRICT
ID	KUNA JOINT DISTRICT

Eligible School Districts as of Information Available 7/25/2023

ID	CALDWELL DISTRICT
ID	MADISON DISTRICT
ID	ONEIDA COUNTY DISTRICT
ID	LEWISTON INDEPENDENT DISTRICT
ID	MINIDOKA COUNTY JOINT DISTRICT
ID	LAKE PEND OREILLE SCHOOL DISTRICT
ID	BLACKFOOT DISTRICT
ID	MIDDLETON DISTRICT
ID	MOSCOW DISTRICT
ID	PRESTON JOINT DISTRICT
ID	FREMONT COUNTY JOINT DISTRICT
ID	SHELLEY JOINT DISTRICT
ID	TETON COUNTY DISTRICT
ID	SUGAR-SALEM JOINT DISTRICT
ID	KIMBERLY DISTRICT
ID	PAYETTE JOINT DISTRICT
ID	FILER DISTRICT
ID	AMERICAN FALLS JOINT DISTRICT
ID	BEAR LAKE COUNTY DISTRICT
ID	MOUNTAIN VIEW SCHOOL DISTRICT
ID	BOUNDARY COUNTY DISTRICT
ID	BUHL JOINT DISTRICT
ID	WEST BONNER COUNTY DISTRICT
ID	ST MARIES JOINT DISTRICT
ID	GOODING JOINT DISTRICT
ID	HOMEDALE JOINT DISTRICT
ID	WENDELL DISTRICT
ID	SALMON DISTRICT
ID	PARMA DISTRICT
ID	MARSING JOINT DISTRICT
ID	MELBA JOINT DISTRICT
ID	WEST JEFFERSON DISTRICT
ID	WEST SIDE JOINT DISTRICT
ID	RIRIE JOINT DISTRICT
ID	GRACE JOINT DISTRICT
ID	WILDER DISTRICT
ID	GLENNS FERRY JOINT DISTRICT
ID	POTLATCH DISTRICT
ID	NOTUS DISTRICT
ID	HAGERMAN JOINT DISTRICT
ID	BASIN SCHOOL DISTRICT
ID	HANSEN DISTRICT
ID	BRUNEAU-GRAND VIEW JOINT SCHOOL DISTRICT
ID	GARDEN VALLEY DISTRICT
ID	MACKAY JOINT DISTRICT
ID	CAMAS COUNTY DISTRICT

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ID	MURTAUGH JOINT DISTRICT
ID	CASTLEFORD DISTRICT
ID	CLARK COUNTY DISTRICT
ID	RICHFIELD DISTRICT
ID	NORTH VALLEY ACADEMY INC.
ID	CANYON-OWYHEE SCHOOL SERVICE AGENCY (COSSA)
ID	HERITAGE ACADEMY INC.
ID	IDAHO SCIENCE AND TECHNOLOGY CHARTER SCHOOL INC.
ID	BLISS JOINT DISTRICT
IL	CITY OF CHICAGO SD 299
IL	SD U-46
IL	INDIAN PRAIRIE CUSD 204
IL	PLAINFIELD SD 202
IL	TOWNSHIP HSD 214
IL	TOWNSHIP HSD 211
IL	CUSD 308
IL	SPRINGFIELD SD 186
IL	PEORIA SD 150
IL	WAUKEGAN CUSD 60
IL	CUSD 200
IL	AURORA WEST USD 129
IL	CHAMPAIGN CUSD 4
IL	J S MORTON HSD 201
IL	GLENBARD TWP HSD 87
IL	CONS HSD 230
IL	MAINE TOWNSHIP HSD 207
IL	ELMHURST SD 205
IL	BARRINGTON CUSD 220
IL	EDWARDSVILLE CUSD 7
IL	CHSD 99
IL	COLLINSVILLE CUSD 10
IL	EVANSTON CCSD 65
IL	NEW TRIER TWP HSD 203
IL	EVANSTON TWP HSD 202
IL	LEYDEN CHSD 212
IL	TWP HSD 113
IL	GRAYSLAKE CHSD 127
IL	MARION CUSD 2
IL	O FALLON TWP HSD 203
IL	CHSD 94
IL	ARGO CHSD 217
IL	OAK LAWN CHSD 229
IL	RIVERSIDE-BROOKFIELD TWP SD 208
IL	OTTAWA TWP HSD 140
IL	EAST ST LOUIS SD 189

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IL	CAHOKIA CUSD 187
IL	HALL HSD 502
IL	LA MOILLE CUSD 303
IL	SUNSET RIDGE SD 29
IL	CENTRAL SD 104
IL	WOOD RIVER-HARTFORD ESD 15
IN	FORT WAYNE COMMUNITY SCHOOLS
IN	INDIANAPOLIS PUBLIC SCHOOLS
IN	EVANSVILLE VANDERBURGH SCHOOL CORP
IN	HAMILTON SOUTHEASTERN SCHOOLS
IN	SOUTH BEND COMMUNITY SCHOOL CORP
IN	MSD WAYNE TOWNSHIP
IN	CARMEL CLAY SCHOOLS
IN	ELKHART COMMUNITY SCHOOLS
IN	MONROE COUNTY COMMUNITY SCH CORP
IN	BARTHOLOMEW CON SCHOOL CORP
IN	NEW ALBANY-FLOYD CO CON SCH
IN	GREATER CLARK COUNTY SCHOOLS
IN	MSD WASHINGTON TOWNSHIP
IN	PENN-HARRIS-MADISON SCHOOL CORP
IN	WARRICK COUNTY SCHOOL CORP
IN	EAST ALLEN COUNTY SCHOOLS
IN	BROWNSBURG COMMUNITY SCHOOL CORP
IN	MSD SOUTHWEST ALLEN COUNTY SCHLS
IN	PORTAGE TOWNSHIP SCHOOLS
IN	NORTHWEST ALLEN COUNTY SCHOOLS
IN	DUNELAND SCHOOL CORPORATION
IN	SCHOOL CITY OF MISHAWAKA
IN	KOKOMO SCHOOL CORPORATION
IN	MUNCIE COMMUNITY SCHOOLS
IN	CONCORD COMMUNITY SCHOOLS
IN	PLAINFIELD COMMUNITY SCHOOL CORP
IN	JENNINGS COUNTY SCHOOL CORPORATION
IN	SHELBYVILLE CENTRAL SCHOOLS
IN	SCHOOL CITY OF EAST CHICAGO
IN	PLYMOUTH COMMUNITY SCHOOL CORP
IN	WHITLEY COUNTY CON SCHOOLS
IN	NEW CASTLE COMMUNITY SCHOOL CORP
IN	DEKALB CO CTL UNITED SCH DIST
IN	GREATER JASPER CONSOLIDATED SCHS
IN	FRANKTON-LAPEL COMMUNITY SCHOOLS
IN	KANKAKEE VALLEY SCHOOL CORP
IN	MSD WABASH COUNTY SCHOOLS
IN	WESTERN SCHOOL CORPORATION
IN	SILVER CREEK SCHOOL CORPORATION
IN	CRAWFORDSVILLE COMMUNITY SCHOOLS
IN	NORTH HARRISON COM SCHOOL CORP

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IN	LAWRENCEBURG COMMUNITY SCHOOL CORP
IN	GREENSBURG COMMUNITY SCHOOLS
IN	GRIFFITH PUBLIC SCHOOLS
IN	NORTHWESTERN SCHOOL CORP
IN	SOUTHWEST SCHOOL CORPORATION
IN	NORTH MONTGOMERY COM SCH CORP
IN	BENTON COMMUNITY SCHOOL CORP
IN	OAK HILL UNITED SCHOOL CORP
IN	DEKALB CO EASTERN COM SCH DIST
IN	LAKE RIDGE NEW TECH SCHOOLS
IN	ROCHESTER COMMUNITY SCHOOL CORP
IN	GARRETT-KEYSER-BUTLER COM SCH CORP
IN	NORTH ADAMS COMMUNITY SCHOOLS
IN	PIKE COUNTY SCHOOL CORP
IN	SALEM COMMUNITY SCHOOLS
IN	RIVER FOREST COMMUNITY SCH CORP
IN	RENSELAER CENTRAL SCHOOL CORP
IN	MSD BLUFFTON-HARRISON
IN	WABASH CITY SCHOOLS
IN	RANDOLPH CENTRAL SCHOOL CORP
IN	UNION CO/CLG CORNER JOINT SCH DIST
IN	PRAIRIE HEIGHTS COMMUNITY SCH CORP
IN	NORTHEASTERN WAYNE SCHOOLS
IN	LINTON-STOCKTON SCHOOL CORPORATION
IN	ADAMS CENTRAL COMMUNITY SCHOOLS
IN	NORTH CENTRAL PARKE COMM SCHL CORP
IN	CENTRAL NOBLE COM SCHOOL CORP
IN	SOUTH ADAMS SCHOOLS
IN	PERRY CENTRAL COM SCHOOLS CORP
IN	SHERIDAN COMMUNITY SCHOOLS
IN	SMITH-GREEN COMMUNITY SCHOOLS
IN	MONROE CENTRAL SCHOOL CORP
IN	SOUTHEAST FOUNTAIN SCHOOL CORP
IN	NORTHEAST SCHOOL CORP
IN	PIONEER REGIONAL SCHOOL CORP
IN	WESTERN WAYNE SCHOOLS
IN	WHITE RIVER VALLEY SCHOOL DISTRICT
IN	COWAN COMMUNITY SCHOOL CORP
IN	LANESVILLE COMMUNITY SCHOOL CORP
IN	CULVER COMMUNITY SCHOOLS CORP
IN	SOUTH HENRY SCHOOL CORP
IN	MSD SHAKAMAK SCHOOLS
IN	BLUE RIVER VALLEY SCHOOLS
IN	CASTON SCHOOL CORPORATION
IN	EMAN SCHOOLS
KS	GODDARD

Eligible School Districts as of Information Available 7/25/2023

KS	WICHITA
KS	OLATHE
KS	SHAWNEE MISSION PUB SCH
KS	BLUE VALLEY
KS	KANSAS CITY
KS	LAWRENCE
KS	DE SOTO
KS	MANHATTAN-OGDEN
KS	SPRING HILL
KS	RENWICK
KS	WAMEGO
KS	SMOKY VALLEY
KS	CONCORDIA
KS	LYONS
KS	JAYHAWK
KY	JEFFERSON COUNTY
KY	FAYETTE COUNTY
KY	BOONE COUNTY
KY	WARREN COUNTY
KY	BULLITT COUNTY
KY	DAVIESS COUNTY
KY	MADISON COUNTY
KY	PIKE COUNTY
KY	JESSAMINE COUNTY
KY	HOPKINS COUNTY
KY	CLARK COUNTY
KY	MONTGOMERY COUNTY
KY	MARION COUNTY
KY	HARRISON COUNTY
KY	LAWRENCE COUNTY
KY	LARUE COUNTY
KY	ESTILL COUNTY
KY	BREATHITT COUNTY
KY	MARTIN COUNTY
KY	WOLFE COUNTY
KY	MENIFEE COUNTY
LA	ST. CHARLES PARISH
LA	ST. TAMMANY PARISH
LA	ST. JAMES PARISH
LA	NATCHITOCHE PARISH
LA	AVOUELLES PARISH
LA	RICHLAND PARISH
LA	GRANT PARISH
LA	POINTE COUPEE PARISH
LA	WEST CARROLL PARISH
LA	WEST FELICIANA PARISH
MA	FRAMINGHAM

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MA	BROCKTON
MA	BARNSTABLE
MA	FALMOUTH
MA	DEDHAM
MA	SILVER LAKE
MA	MASHPEE
MA	ATHOL-ROYALSTON
MA	BERKSHIRE HILLS
MA	WESTPORT
MA	MILLIS
MA	RICHMOND
MD	MONTGOMERY COUNTY PUBLIC SCHOOLS
MD	BALTIMORE COUNTY PUBLIC SCHOOLS
MD	PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS
MD	BALTIMORE CITY PUBLIC SCHOOLS
MD	ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
MD	HOWARD COUNTY PUBLIC SCHOOLS
MD	HARFORD COUNTY PUBLIC SCHOOLS
MD	CARROLL COUNTY PUBLIC SCHOOLS
MD	WASHINGTON COUNTY PUBLIC SCHOOLS
MD	CECIL COUNTY PUBLIC SCHOOLS
MD	DORCHESTER COUNTY PUBLIC SCHOOLS
MD	TALBOT COUNTY PUBLIC SCHOOLS
MD	GARRETT COUNTY PUBLIC SCHOOLS
MD	KENT COUNTY PUBLIC SCHOOLS
ME	BANGOR PUBLIC SCHOOLS
ME	SOUTH PORTLAND PUBLIC SCHOOLS
ME	RSU 02
ME	RSU 11/MSAD 11
ME	RSU 15/MSAD 15
MI	WARREN CONSOLIDATED SCHOOLS
MI	TRAVERSE CITY AREA PUBLIC SCHOOLS
MI	CLARKSTON COMMUNITY SCHOOL DISTRICT
MI	BAY CITY SCHOOL DISTRICT
MI	MIDLAND PUBLIC SCHOOLS
MI	GRAND HAVEN AREA PUBLIC SCHOOLS
MI	HOLT PUBLIC SCHOOLS
MI	SALINE AREA SCHOOLS
MI	BATTLE CREEK PUBLIC SCHOOLS
MI	OKEMOS PUBLIC SCHOOLS
MI	LAKEVIEW SCH. DISTRICT (CALHOUN)
MI	FERNDAL PUBLIC SCHOOLS
MI	ALPENA PUBLIC SCHOOLS
MI	DEXTER COMMUNITY SCHOOL DISTRICT
MI	CEDAR SPRINGS PUBLIC SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	GREENVILLE PUBLIC SCHOOLS
MI	MUSKEGON PUBLIC SCHOOLS OF THE CITY OF
MI	LINCOLN CONSOLIDATED SCHOOL DISTRICT
MI	CADILLAC AREA PUBLIC SCHOOLS
MI	AIRPORT COMMUNITY SCHOOLS
MI	MARSHALL PUBLIC SCHOOLS
MI	MASON PUBLIC SCHOOLS (INGHAM)
MI	DEWITT PUBLIC SCHOOLS
MI	OWOSSO PUBLIC SCHOOLS
MI	WAVERLY COMMUNITY SCHOOLS
MI	ADRIAN PUBLIC SCHOOLS
MI	BANGOR TOWNSHIP SCHOOLS
MI	EAST GRAND RAPIDS PUBLIC SCHOOLS
MI	VICKSBURG COMMUNITY SCHOOLS
MI	COLDWATER COMMUNITY SCHOOLS
MI	CENTER LINE PUBLIC SCHOOLS
MI	HASTINGS AREA SCHOOL DISTRICT
MI	EATON RAPIDS PUBLIC SCHOOLS
MI	DOWAGIAC UNION SCHOOL DISTRICT
MI	PAW PAW PUBLIC SCHOOL DISTRICT
MI	CHELSEA SCHOOL DISTRICT
MI	BIG RAPIDS PUBLIC SCHOOLS
MI	CHIPPEWA HILLS SCHOOL DISTRICT
MI	LUDINGTON AREA SCHOOL DISTRICT
MI	YALE PUBLIC SCHOOLS
MI	SWAN VALLEY SCHOOL DISTRICT
MI	GOODRICH AREA SCHOOLS
MI	WILLIAMSTON COMMUNITY SCHOOLS
MI	JACKSON ISD
MI	CARO COMMUNITY SCHOOLS
MI	CALHOUN INTERMEDIATE SCHOOL DISTRICT
MI	BELDING AREA SCHOOL DISTRICT
MI	BENZIE COUNTY CENTRAL SCHOOLS
MI	CORUNNA PUBLIC SCHOOLS
MI	ESSEXVILLE-HAMPTON PUBLIC SCHOOLS
MI	HILLSDALE COMMUNITY SCHOOLS
MI	CHESANING UNION SCHOOLS
MI	HARTFORD PUBLIC SCHOOLS
MI	JONESVILLE COMMUNITY SCHOOLS
MI	BOYNE CITY PUBLIC SCHOOLS
MI	HARRISON COMMUNITY SCHOOLS
MI	NEW HAVEN COMMUNITY SCHOOLS
MI	MILLINGTON COMMUNITY SCHOOLS
MI	DELTON KELLOGG SCHOOLS
MI	MENOMINEE AREA PUBLIC SCHOOLS

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MI	MERIDIAN PUBLIC SCHOOLS
MI	MANISTEE AREA PUBLIC SCHOOLS
MI	CENTREVILLE PUBLIC SCHOOLS
MI	LAWTON COMMUNITY SCHOOL DISTRICT
MI	FARWELL AREA SCHOOLS
MI	GALESBURG-AUGUSTA COMMUNITY SCHOOLS
MI	JACKSON ISD
MI	PINE RIVER AREA SCHOOLS
MI	BLOOMINGDALE PUBLIC SCHOOL DISTRICT
MI	CAPAC COMMUNITY SCHOOLS
MI	HOMER COMMUNITY SCHOOL DISTRICT
MI	OSCODA AREA SCHOOLS
MI	EAST JACKSON COMMUNITY SCHOOLS
MI	UNION CITY COMMUNITY SCHOOLS
MI	PERRY PUBLIC SCHOOLS
MI	MCBAIN RURAL AGRICULTURAL SCHOOLS
MI	MANTON CONSOLIDATED SCHOOLS
MI	MANCHESTER COMMUNITY SCHOOLS
MI	BEAVERTON SCHOOLS
MI	EVART PUBLIC SCHOOLS
MI	GRATIOT-ISABELLA RESD
MI	ROSCOMMON AREA PUBLIC SCHOOLS
MI	MARCELLUS COMMUNITY SCHOOLS
MI	NEW LOTHROP AREA PUBLIC SCHOOLS
MI	CALHOUN INTERMEDIATE SCHOOL DISTRICT
MI	JOHANNESBURG-LEWISTON AREA SCHOOLS
MI	KALEVA NORMAN DICKSON SCHOOL DISTRICT
MI	WHITTEMORE-PRESCOTT AREA SCHOOLS
MI	READING COMMUNITY SCHOOLS
MI	MEMPHIS COMMUNITY SCHOOLS
MI	SHIAWASSEE REGIONAL ESD
MI	WHITMORE LAKE PUBLIC SCHOOL DISTRICT
MI	CLIMAX-SCOTTS COMMUNITY SCHOOLS
MI	COLEMAN COMMUNITY SCHOOLS
MI	TUSCOLA ISD
MI	HARBOR BEACH COMMUNITY SCHOOLS
MI	RIVER VALLEY SCHOOL DISTRICT
MI	BURR OAK COMMUNITY SCHOOL DISTRICT
MI	L'ANSE CREUSE PUBLIC SCHOOLS
MI	MUNISING PUBLIC SCHOOLS
MI	LAWRENCE PUBLIC SCHOOLS
MI	MORRICE AREA SCHOOLS
MI	MAYVILLE COMMUNITY SCHOOL DISTRICT
MI	UBLY COMMUNITY SCHOOLS

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MI	AU GRES-SIMS SCHOOL DISTRICT
MI	MARION PUBLIC SCHOOLS
MI	BEAR LAKE SCHOOLS
MI	LELAND PUBLIC SCHOOL DISTRICT
MI	NORTH ADAMS-JEROME PUBLIC SCHOOLS
MI	NORTHVILLE PUBLIC SCHOOLS
MI	TUSCOLA ISD
MI	HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT
MI	SHIAWASSEE REGIONAL ESD
MI	QUINCY COMMUNITY SCHOOLS
MI	ONTONAGON AREA SCHOOL DISTRICT
MI	DETOUR AREA SCHOOLS
MI	CASEVILLE PUBLIC SCHOOLS
MI	MAR LEE SCHOOL DISTRICT
MI	HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT
MI	EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT
MI	GRATIOT-ISABELLA RESD
MI	NORTHPORT PUBLIC SCHOOL DISTRICT
MI	ONAWAY AREA COMMUNITY SCHOOL DISTRICT
MI	SOUTHFIELD PUBLIC SCHOOL DISTRICT
MI	EAST CHINA SCHOOL DISTRICT
MI	PONTIAC CITY SCHOOL DISTRICT
MI	ALLEGAN AREA EDUCATIONAL SERVICE AGENCY
MI	HAMILTON COMMUNITY SCHOOLS
MI	CHARLOTTE PUBLIC SCHOOLS
MI	LINDEN COMMUNITY SCHOOLS
MI	GLADWIN COMMUNITY SCHOOLS
MI	KALKASKA PUBLIC SCHOOLS
MI	HOUGHTON LAKE COMMUNITY SCHOOLS
MI	MAPLE VALLEY SCHOOLS
MI	CASSOPOLIS PUBLIC SCHOOLS
MI	NEW BUFFALO AREA SCHOOLS
MI	BEAL CITY PUBLIC SCHOOLS
MI	REESE PUBLIC SCHOOLS
MI	OWENDALE-GAGETOWN AREA SCHOOL DISTRICT
MI	ALLEGAN AREA EDUCATIONAL SERVICE AGENCY
MI	TEKONSHA COMMUNITY SCHOOLS
MI	ALCONA COMMUNITY SCHOOLS
MI	GENESEE SCHOOL DISTRICT
MI	INLAND LAKES SCHOOLS
MI	MORENCI AREA SCHOOLS
MI	BRIMLEY AREA SCHOOLS

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MI	BELLEVUE COMMUNITY SCHOOLS
MN	INTERMEDIATE SCHOOL DISTRICT 287
MN	ST. CLOUD PUBLIC SCHOOL DISTRICT
MN	INTERMEDIATE SCHOOL DISTRICT 287
MN	ROCORI PUBLIC SCHOOL DISTRICT
MN	LONG PRAIRIE-GREY EAGLE SCHOOL DIST
MN	LYLE PUBLIC SCHOOL DISTRICT
MO	SPRINGFIELD R-XII
MO	FRANCIS HOWELL R-III
MO	PARKWAY C-2
MO	MOUNTAIN GROVE R-III
MO	AVA R-I
MS	RANKIN CO SCHOOL DIST
MS	LAMAR COUNTY SCHOOL DISTRICT
MS	LAUDERDALE CO SCHOOL DIST
MS	HANCOCK CO SCHOOL DIST
MS	HATTIESBURG PUBLIC SCHOOL DIST
MS	PEARL PUBLIC SCHOOL DISTRICT
MS	COLUMBUS MUNICIPAL SCHOOL DIST
MS	JONES CO SCHOOL DIST
MS	VICKSBURG WARREN SCHOOL DIST
MS	QUITMAN SCHOOL DIST
MS	PASS CHRISTIAN PUBLIC SCHOOL DIST
MS	JEFFERSON CO SCHOOL DIST
MS	GREENWOOD-LEFLORE CONS SCH DISTRICT
MS	YAZOO CO SCHOOL DIST
MS	MERIDIAN PUBLIC SCHOOLS
MS	WEST BOLIVAR CONS SCHOOL DIST
MS	ITAWAMBA COUNTY SCHOOL DIST
MS	ALCORN SCHOOL DIST
MS	AMITE COUNTY SCHOOL DISTRICT
MS	NATCHEZ-ADAMS SCHOOL DISTRICT
MS	ABERDEEN SCHOOL DIST
MS	COVINGTON COUNTY SCHOOL DISTRICT
MS	SOUTH TIPPAH SCHOOL DIST
MS	OKOLONA SEPARATE SCHOOL DIST
MS	CHICKASAW COUNTY SCHOOL DISTRICT
MS	SOUTH PIKE SCHOOL DIST
MS	RICHTON SCHOOL DIST
MS	AMORY SCHOOL DIST
MS	JEFFERSON DAVIS CO SCHOOL DIST
MS	PERRY CO SCHOOL DIST
MS	BOONEVILLE SCHOOL DIST
MS	COAHOMA COUNTY SCHOOL DISTRICT
MS	NORTH TIPPAH SCHOOL DIST
MS	BENTON CO SCHOOL DIST

Eligible School Districts as of Information Available 7/25/2023

MS	NEWTON MUNICIPAL SCHOOL DISTRICT
MS	HOLMES COUNTY CONSOLIDATED SD
MT	FRENCHTOWN K-12 SCHOOLS
MT	ST IGNATIUS K-12 SCHOOLS
MT	FAIRFIELD H S
MT	NOXON ELEM
NC	WAKE COUNTY SCHOOLS
NC	PITT COUNTY SCHOOLS
NC	PUBLIC SCHOOLS OF ROBESON COUNTY
NC	WILSON COUNTY SCHOOLS
NC	ROCKINGHAM COUNTY SCHOOLS
NC	KANNAPOLIS CITY SCHOOLS
NC	CHEROKEE COUNTY SCHOOLS
NC	WARREN COUNTY SCHOOLS
NE	LINCOLN PUBLIC SCHOOLS
NE	BAYARD PUBLIC SCHOOLS
NE	SUTHERLAND PUBLIC SCHOOLS
NE	BRADY PUBLIC SCHOOLS
NH	ROCHESTER SCHOOL DISTRICT
NH	SANBORN REGIONAL SCHOOL DISTRICT
NJ	PATERSON PUBLIC SCHOOL DISTRICT
NJ	FREEHOLD REGIONAL HIGH SCHOOL DISTRICT
NJ	TOMS RIVER REGIONAL SCHOOL DISTRICT
NJ	FRANKLIN TOWNSHIP PUBLIC SCHOOL DISTRICT
NJ	UNION CITY SCHOOL DISTRICT
NJ	HAMILTON TOWNSHIP PUBLIC SCHOOL DISTRICT
NJ	PEMBERTON TOWNSHIP SCHOOL DISTRICT
NJ	WEST DEPTFORD TOWNSHIP SCHOOL DISTRICT
NJ	CINNAMINSON TOWNSHIP SCHOOL DISTRICT
NJ	MAPLE SHADE SCHOOL DISTRICT
NJ	DELSEA REGIONAL HIGH SCHOOL DISTRICT
NJ	BUENA REGIONAL SCHOOL DISTRICT
NJ	WOODSTOWN-PIESGROVE REGIONAL SCHOOL DISTRICT
NJ	HACKENSACK SCHOOL DISTRICT
NJ	BURLINGTON TOWNSHIP SCHOOL DISTRICT
NJ	BARNEGAT TOWNSHIP SCHOOL DISTRICT
NJ	LUMBERTON TOWNSHIP BOARD OF EDUCATION
NJ	RANOCAS VALLEY REGIONAL HIGH SCHOOL DISTRICT
NJ	GLEN ROCK PUBLIC SCHOOL DISTRICT
NJ	VOORHEES TOWNSHIP SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NJ	NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT
NJ	GLOUCESTER CITY PUBLIC SCHOOL DISTRICT
NJ	CLAYTON PUBLIC SCHOOL DISTRICT
NJ	PASSAIC COUNTY MANCHESTER REGIONAL HIGH SCHOOL DISTRICT
NM	ALAMOGORDO PUBLIC SCHOOLS
NM	BELEN CONSOLIDATED SCHOOLS
NM	ESPANOLA PUBLIC SCHOOLS
NM	SILVER CONSOLIDATED SCHOOLS
NM	POJOAQUE VALLEY PUBLIC SCHOOLS
NM	SOCORRO CONSOLIDATED SCHOOLS
NM	LOGAN MUNICIPAL SCHOOLS
NM	RAMAH NAVAJO SCHOOL BOARD
NM	LAKE ARTHUR MUNICIPAL SCHOOLS
NV	CLARK COUNTY SCHOOL DISTRICT
NV	LANDER COUNTY SCHOOL DISTRICT
NY	NEW YORK CITY PUBLIC SCHOOLS
NY	SYRACUSE CITY SCHOOL DISTRICT
NY	GREECE CENTRAL SCHOOL DISTRICT
NY	SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT
NY	SHENENDEHOWA CENTRAL SCHOOL DISTRICT
NY	WEBSTER CENTRAL SCHOOL DISTRICT
NY	THREE VILLAGE CENTRAL SCHOOL DISTRICT
NY	WEST SENECA CENTRAL SCHOOL DISTRICT
NY	ROME CITY SCHOOL DISTRICT
NY	CONNETQUOT CENTRAL SCHOOL DISTRICT
NY	BALDWINSVILLE CENTRAL SCHOOL DISTRICT
NY	PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL DISTRICT
NY	JAMESTOWN CITY SCHOOL DISTRICT
NY	HUNTINGTON UNION FREE SCHOOL DISTRICT
NY	VICTOR CENTRAL SCHOOL DISTRICT
NY	WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT
NY	WATERTOWN CITY SCHOOL DISTRICT
NY	POUGHKEEPSIE CITY SCHOOL DISTRICT
NY	UNION-ENDICOTT CENTRAL SCHOOL DISTRICT
NY	CENTRAL SQUARE CENTRAL SCHOOL DISTRICT
NY	EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT
NY	FULTON CITY SCHOOL DISTRICT
NY	WHITESBORO CENTRAL SCHOOL DISTRICT
NY	VESTAL CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	LONG BEACH CITY SCHOOL DISTRICT
NY	MONROE 2-ORLEANS BOCES
NY	INDIAN RIVER CENTRAL SCHOOL DISTRICT
NY	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY BOCES
NY	BROOME-DELAWARE-TIOGA BOCES
NY	EAST IRONDEQUOIT CENTRAL SCHOOL DISTRICT
NY	NEW HARTFORD CENTRAL SCHOOL DISTRICT
NY	ROCKY POINT UNION FREE SCHOOL DISTRICT
NY	CARTHAGE CENTRAL SCHOOL DISTRICT
NY	MAINE-ENDWELL CENTRAL SCHOOL DISTRICT
NY	HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT
NY	BATAVIA CITY SCHOOL DISTRICT
NY	SHOREHAM-WADING RIVER CENTRAL SCHOOL DISTRICT
NY	CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT
NY	ONEIDA CITY SCHOOL DISTRICT
NY	MEXICO CENTRAL SCHOOL DISTRICT
NY	CAMDEN CENTRAL SCHOOL DISTRICT
NY	WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT
NY	CHITTENANGO CENTRAL SCHOOL DISTRICT
NY	PALMYRA-MACEDON CENTRAL SCHOOL DISTRICT
NY	SOUTH JEFFERSON CENTRAL SCHOOL DISTRICT
NY	MALVERNE UNION FREE SCHOOL DISTRICT
NY	WESTHILL CENTRAL SCHOOL DISTRICT
NY	TONAWANDA CITY SCHOOL DISTRICT
NY	SCHALMONT CENTRAL SCHOOL DISTRICT
NY	ONEIDA-HERKIMER-MADISON BOCES
NY	CHENANGO VALLEY CENTRAL SCHOOL DISTRICT
NY	PHELPS-CLIFTON SPRINGS CENTRAL SCHOOL DISTRICT
NY	WINDSOR CENTRAL SCHOOL DISTRICT
NY	WATERLOO CENTRAL SCHOOL DISTRICT
NY	SOUTHAMPTON UNION FREE SCHOOL DISTRICT
NY	RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT
NY	HORNELL CITY SCHOOL DISTRICT
NY	OGDENSBURG CITY SCHOOL DISTRICT
NY	ITHACA CITY SCHOOL DISTRICT
NY	SOLVAY UNION FREE SCHOOL DISTRICT
NY	GOUVERNEUR CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	CHENANGO FORKS CENTRAL SCHOOL DISTRICT
NY	HOLLAND PATENT CENTRAL SCHOOL DISTRICT
NY	CANASTOTA CENTRAL SCHOOL DISTRICT
NY	DANVILLE CENTRAL SCHOOL DISTRICT
NY	GENERAL BROWN CENTRAL SCHOOL DISTRICT
NY	PENN YAN CENTRAL SCHOOL DISTRICT
NY	EDEN CENTRAL SCHOOL DISTRICT
NY	POTSDAM CENTRAL SCHOOL DISTRICT
NY	ADIRONDACK CENTRAL SCHOOL DISTRICT
NY	LOWVILLE ACADEMY & CENTRAL SCHOOL DISTRICT
NY	WEST GENESEE CENTRAL SCHOOL DISTRICT
NY	SOUTHWESTERN CENTRAL SCHOOL DISTRICT AT JAMESTOWN
NY	AUBURN CITY SCHOOL DISTRICT
NY	CANTON CENTRAL SCHOOL DISTRICT
NY	SAINT LAWRENCE-LEWIS BOCES
NY	SIDNEY CENTRAL SCHOOL DISTRICT
NY	CLINTON CENTRAL SCHOOL DISTRICT
NY	MOUNT MARKHAM CENTRAL SCHOOL DISTRICT
NY	FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT
NY	WILLIAMSON CENTRAL SCHOOL DISTRICT
NY	EAST GREENBUSH CENTRAL SCHOOL DISTRICT
NY	HORSEHEADS CENTRAL SCHOOL DISTRICT
NY	OSWEGO CITY SCHOOL DISTRICT
NY	MADISON-ONEIDA BOCES
NY	SODUS CENTRAL SCHOOL DISTRICT
NY	BRASHER FALLS CENTRAL SCHOOL DISTRICT
NY	NORWOOD-NORFOLK CENTRAL SCHOOL DISTRICT
NY	SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT
NY	LYONS CENTRAL SCHOOL DISTRICT
NY	WESTMORELAND CENTRAL SCHOOL DISTRICT
NY	FRANKFORT-SCHUYLER CENTRAL SCHOOL DISTRICT
NY	LAFAYETTE CENTRAL SCHOOL DISTRICT
NY	DOLGEVILLE CENTRAL SCHOOL DISTRICT
NY	EAST BLOOMFIELD CENTRAL SCHOOL DISTRICT
NY	CATTARAUGUS-LITTLE VALLEY CENTRAL SCHOOL DISTRICT
NY	THOUSAND ISLANDS CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	DELAWARE-CHENANGO-MADISON-OTSEGO BOCES
NY	ONONDAGA CENTRAL SCHOOL DISTRICT
NY	BEAVER RIVER CENTRAL SCHOOL DISTRICT
NY	CATO-MERIDIAN CENTRAL SCHOOL DISTRICT
NY	BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT
NY	RANDOLPH CENTRAL SCHOOL DISTRICT
NY	TOMPKINS-SENECA-TIOGA BOCES
NY	NEWFIELD CENTRAL SCHOOL DISTRICT
NY	CANANDAIGUA CITY SCHOOL DISTRICT
NY	KENDALL CENTRAL SCHOOL DISTRICT
NY	ALEXANDER CENTRAL SCHOOL DISTRICT
NY	OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT
NY	MASSENA CENTRAL SCHOOL DISTRICT
NY	MARATHON CENTRAL SCHOOL DISTRICT
NY	JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT
NY	ORISKANY CENTRAL SCHOOL DISTRICT
NY	NEW YORK MILLS UNION FREE SCHOOL DISTRICT
NY	MADRID-WADDINGTON CENTRAL SCHOOL DISTRICT
NY	EDWARDS-KNOX CENTRAL SCHOOL DISTRICT
NY	RENAISSANCE CHARTER SCHOOL
NY	ALEXANDRIA CENTRAL SCHOOL DISTRICT
NY	HAMILTON CENTRAL SCHOOL DISTRICT
NY	MORRISVILLE-EATON CENTRAL SCHOOL DISTRICT
NY	POLAND CENTRAL SCHOOL DISTRICT
NY	MOUNT MORRIS CENTRAL SCHOOL DISTRICT
NY	PARISHVILLE-HOPKINTON CENTRAL SCHOOL DISTRICT
NY	ONEONTA CITY SCHOOL DISTRICT
NY	COBLESKILL-RICHMONDVILLE CENTRAL SCHOOL DISTRICT
NY	LA FARGEVILLE CENTRAL SCHOOL DISTRICT
NY	MADISON CENTRAL SCHOOL DISTRICT
NY	BELLEVILLE-HENDERSON CENTRAL SCHOOL DISTRICT
NY	CLIFTON-FINE CENTRAL SCHOOL DISTRICT
NY	COPENHAGEN CENTRAL SCHOOL DISTRICT
NY	HERMON-DEKALB CENTRAL SCHOOL DISTRICT
NY	OTSEGO-DELAWARE-SCHOHARIE-GREENE BOCES
NY	WAVERLY CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	SACKETS HARBOR CENTRAL SCHOOL DISTRICT
NY	SULLIVAN BOCES
NY	COLTON-PIERREPONT CENTRAL SCHOOL DISTRICT
NY	DERUYTER CENTRAL SCHOOL DISTRICT
NY	HINSDALE CENTRAL SCHOOL DISTRICT
NY	BATH CENTRAL SCHOOL DISTRICT
NY	MORRISTOWN CENTRAL SCHOOL DISTRICT
NY	WORCESTER CENTRAL SCHOOL DISTRICT
NY	CATSKILL CENTRAL SCHOOL DISTRICT
NY	COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT
NY	GEORGETOWN-SOUTH OTSELIC CENTRAL SCHOOL DISTRICT
NY	CROWN POINT CENTRAL SCHOOL DISTRICT
NY	LAURENS CENTRAL SCHOOL DISTRICT
NY	TOWN OF WEBB UNION FREE SCHOOL DISTRICT
NY	ROXBURY CENTRAL SCHOOL DISTRICT
NY	NEWARK VALLEY CENTRAL SCHOOL DISTRICT
NY	HERKIMER CENTRAL SCHOOL DISTRICT
NY	HANCOCK CENTRAL SCHOOL DISTRICT
NY	EDMESTON CENTRAL SCHOOL DISTRICT
NY	PRATTSBURGH CENTRAL SCHOOL DISTRICT
NY	CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT
NY	STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT
NY	ARKPORT CENTRAL SCHOOL DISTRICT
NY	AFTON CENTRAL SCHOOL DISTRICT
NY	DEPOSIT CENTRAL SCHOOL DISTRICT
NY	MCGRAW CENTRAL SCHOOL DISTRICT
NY	ALFRED-ALMOND CENTRAL SCHOOL DISTRICT
NY	MARION CENTRAL SCHOOL DISTRICT
NY	DELAWARE ACADEMY CENTRAL SCHOOL DISTRICT AT DELHI
NY	ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT
NY	CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
NY	GREENE CENTRAL SCHOOL DISTRICT
NY	CANISTEO-GREENWOOD CSD
NY	LYNCOURT UNION FREE SCHOOL DISTRICT
NY	ANDOVER CENTRAL SCHOOL DISTRICT
NY	CHATEAUGAY CENTRAL SCHOOL DISTRICT
NY	CANASERAGA CENTRAL SCHOOL DISTRICT
NY	CINCINNATUS CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	GILBERTSVILLE-MOUNT UPTON CENTRAL SCHOOL DISTRICT
NY	JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT
NY	WATKINS GLEN CENTRAL SCHOOL DISTRICT
NY	AVOCA CENTRAL SCHOOL DISTRICT
NY	TICONDEROGA CENTRAL SCHOOL DISTRICT
NY	SPENCER-VAN ETTEN CENTRAL SCHOOL DISTRICT
NY	FRANKLIN CENTRAL SCHOOL DISTRICT
NY	GILBOA-CONESVILLE CENTRAL SCHOOL DISTRICT
NY	JEFFERSON CENTRAL SCHOOL DISTRICT
NY	WALTON CENTRAL SCHOOL DISTRICT
NY	TIOGA CENTRAL SCHOOL DISTRICT
NY	SCHENEVUS CENTRAL SCHOOL DISTRICT
NY	STAMFORD CENTRAL SCHOOL DISTRICT
NY	DOWNSVILLE CENTRAL SCHOOL DISTRICT
NY	MILFORD CENTRAL SCHOOL DISTRICT
NY	OXFORD ACADEMY AND CENTRAL SCHOOL DISTRICT
NY	ROSCOE CENTRAL SCHOOL DISTRICT
NY	LIVINGSTON MANOR CENTRAL SCHOOL DISTRICT
NY	ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
NY	OTEGO-UNADILLA CENTRAL SCHOOL DISTRICT
NY	WEST VALLEY CENTRAL SCHOOL DISTRICT
NY	FILLMORE CENTRAL SCHOOL DISTRICT
NY	FABIUS-POMPEY CENTRAL SCHOOL DISTRICT
NY	SUMMIT SCHOOL
OH	CANTON CITY
OH	NORTHWEST LOCAL
OH	PLAIN LOCAL
OH	JACKSON LOCAL
OH	WADSWORTH CITY
OH	NORTH CANTON CITY
OH	EDUCATIONAL SERVICE CENTER OF THE WESTERN RESERVE
OH	MASSILLON CITY
OH	GREEN LOCAL
OH	WOOSTER CITY
OH	LAKE LOCAL
OH	FRANKLIN CITY
OH	ALLIANCE CITY
OH	LOUISVILLE CITY
OH	STEBENVILLE CITY
OH	MARLINGTON LOCAL

Eligible School Districts as of Information Available 7/25/2023

OH	CLOVERLEAF LOCAL
OH	WEST HOLMES LOCAL
OH	BLOOM-CARROLL LOCAL
OH	CANTON LOCAL
OH	SOUTHEAST LOCAL
OH	MINERVA LOCAL
OH	TRIWAY LOCAL
OH	ORRVILLE CITY
OH	AUBURN
OH	SANDY VALLEY LOCAL
OH	EDISON LOCAL
OH	NORWAYNE LOCAL
OH	FAIRLESS LOCAL
OH	CHIPPEWA LOCAL
OH	NORTHWESTERN LOCAL
OH	LIBERTY LOCAL
OH	TUSLAW LOCAL
OH	WOOD COUNTY ESC
OH	GREEN LOCAL
OH	RITTMAN EXEMPTED VILLAGE
OH	WAYNE COUNTY JVSD
OH	STARK COUNTY AREA
OH	ROOTSTOWN LOCAL
OH	BLACK RIVER LOCAL
OH	DALTON LOCAL
OH	NEWCOMERSTOWN EXEMPTED VILLAGE
OH	OSNABURG LOCAL
OH	SIDNEY CITY
OH	HICKSVILLE EXEMPTED VILLAGE
OH	BROWN LOCAL
OH	STRASBURG-FRANKLIN LOCAL
OH	CLYDE-GREEN SPRINGS EXEMPTED VILLAGE
OH	ZENITH ACADEMY
OH	BELMONT-HARRISON
OH	PICKAWAY COUNTY ESC
OH	OHIO VALLEY ESC
OH	PIKE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
OH	KELLEYS ISLAND LOCAL
OH	ZENITH ACADEMY EAST
OH	HILLSDALE LOCAL
OH	MAPLETON LOCAL
OK	TULSA
OK	EDMOND
OK	NORMAN
OK	MIDWEST CITY-DEL CITY
OK	JENKS

Eligible School Districts as of Information Available 7/25/2023

OK	ENID
OK	YUKON
OK	DEER CREEK
OK	BIXBY
OK	SHAWNEE
OK	TAHLEQUAH
OK	NOBLE
OK	WOODWARD
OK	ELGIN
OK	NEWCASTLE
OK	CHICKASHA
OK	TUTTLE
OK	HILLDALE
OK	BRIDGE CREEK
OK	MADILL
OK	SEMINOLE
OK	PAULS VALLEY
OK	DICKSON
OK	NORTH ROCK CREEK
OK	CHECOTAH
OK	HUGO
OK	BETHEL
OK	MARIETTA
OK	LITTLE AXE
OK	BEGGS
OK	COMANCHE
OK	COLBERT
OK	TISHOMINGO
OK	MILLWOOD
OK	CANEY VALLEY
OK	VALLIANT
OK	KANSAS
OK	HEAVENER
OK	COMMERCE
OK	CASHION
OK	TALIHINA
OK	WARNER
OK	HULBERT
OK	OKARCHE
OK	CALERA
OK	KONAWA
OK	PIONEER
OK	CADDO
OK	GRACEMONT
OK	DOVER
OK	SAVANNA
OK	FORT TOWSON

Eligible School Districts as of Information Available 7/25/2023

OK	ALLEN
OK	FOREST GROVE
OK	CHISHOLM TRAIL TECHNOLOGY CTR
OK	BUFFALO
OK	SPRINGER
OK	MAUD
OK	CHEYENNE
OK	DAVENPORT
OK	JENNINGS
OK	CARNEGIE
OK	GOODWELL
OK	QUINTON
OK	TIMBERLAKE
OK	TUPELO
OK	MARYETTA
OK	WAPANUCKA
OK	SHADY POINT
OK	HANNA
OK	BENNINGTON
OK	BRIGGS
OK	WETUMKA
OK	CRESCENT
OK	WEWOKA
OK	LINDSAY
OR	PORTLAND SD 1J
OR	SALEM-KEIZER SD 24J
OR	BEND-LAPINE ADMINISTRATIVE SD 1
OR	EUGENE SD 4J
OR	REDMOND SD 2J
OR	MCMINNVILLE SD 40
OR	SILVER FALLS SD 4J
OR	DALLAS SD 2
OR	CASCADE SD 5
OR	NORTH SANTIAM SD 29J
OR	GERVAIS SD 1
OR	NORTH MARION SD 15
OR	SHERIDAN SD 48J
OR	SISTERS SD 6
OR	YAMHILL CARLTON SD 1
OR	DAYTON SD 8
OR	WILLAMINA SD 30J
OR	JEFFERSON SD 14J
OR	MT ANGEL SD 91
OR	ST PAUL SD 45
PA	PHILADELPHIA CITY SD
PA	PITTSBURGH SD
PA	CENTRAL BUCKS SD

Eligible School Districts as of Information Available 7/25/2023

PA	DOWNINGTOWN AREA SD
PA	HAZLETON AREA SD
PA	ERIE CITY SD
PA	NESHAMINY SD
PA	PENNRIDGE SD
PA	SENECA VALLEY SD
PA	WILKES-BARRE AREA SD
PA	BENSALEM TOWNSHIP SD
PA	BUTLER AREA SD
PA	COATESVILLE AREA SD
PA	MT LEBANON SD
PA	RED LION AREA SD
PA	CENTENNIAL SD
PA	QUAKERTOWN COMMUNITY SD
PA	MIFFLIN COUNTY SD
PA	WARREN COUNTY SD
PA	NORTH HILLS SD
PA	WYOMING VALLEY WEST SD
PA	CRAWFORD CENTRAL SD
PA	PLEASANT VALLEY SD
PA	OXFORD AREA SD
PA	MARS AREA SD
PA	PENNCREST SD
PA	PITTSTON AREA SD
PA	WOODLAND HILLS SD
PA	MCKEESPORT AREA SD
PA	NEW CASTLE AREA SD
PA	RINGGOLD SD
PA	CRESTWOOD SD
PA	SOUTH BUTLER COUNTY SD
PA	GENERAL MCLANE SD
PA	TUNKHANNOCK AREA SD
PA	SLIPPERY ROCK AREA SD
PA	SAUCON VALLEY SD
PA	MOHAWK AREA SD
PA	RIVERSIDE SD
PA	KARNS CITY AREA SD
PA	BROWNSVILLE AREA SD
PA	DUNMORE SD
PA	BRENTWOOD BOROUGH SD
PA	LAUREL SD
PA	MONITEAU SD
PA	NESHANNOCK TOWNSHIP SD
PA	WILMINGTON AREA SD
PA	SHENANGO AREA SD
PA	KISKI AREA SD
PA	BURGETTSTOWN AREA SD

Eligible School Districts as of Information Available 7/25/2023

PA	WEST MIDDLESEX AREA SD
PA	INDIANA AREA SD
PA	GREATER JOHNSTOWN SD
PA	AVELLA AREA SD
PA	AMBRIDGE AREA SD
PA	BLACKHAWK SD
PA	LAWRENCE COUNTY CTC
PA	FREEPORT AREA SD
PA	PENN CAMBRIA SD
PA	BEDFORD AREA SD
PA	MID VALLEY SD
PA	FOREST HILLS SD
PA	WINDBER AREA SD
PA	APOLLO-RIDGE SD
PA	MIDDLE BUCKS INSTITUTE OF TECHNOLOGY
PA	GREATER JOHNSTOWN CTC
PA	FRANKLIN COUNTY CTC
PA	SAYRE AREA SD
PA	BERLIN BROTHERSVALLEY SD
PA	HUNTINGDON COUNTY CTC
PA	SALISBURY-ELK LICK SD
PA	MEYERSDALE AREA SD
PA	HOMER-CENTER SD
PA	WALLINGFORD-SWARTHMORE SD
PA	FANNETT-METAL SD
RI	NARRAGANSETT
RI	CUMBERLAND
SC	GREENVILLE 01
SC	CHARLESTON 01
SC	HORRY 01
SC	BERKELEY 01
SC	RICHLAND 02
SC	LEXINGTON 01
SC	RICHLAND 01
SC	DORCHESTER 02
SC	YORK 03
SC	YORK 04
SC	FLORENCE 01
SC	PICKENS 01
SC	SUMTER 01
SC	ORANGEBURG
SC	ANDERSON 05
SC	KERSHAW 01
SC	SPARTANBURG 06
SC	OCONEE 01
SC	SPARTANBURG 02

Eligible School Districts as of Information Available 7/25/2023

SC	ANDERSON 01
SC	GEORGETOWN 01
SC	LEXINGTON 02
SC	CHEROKEE 01
SC	YORK 02
SC	CHESTERFIELD 01
SC	CHESTER 01
SC	YORK 01
SC	COLLETON 01
SC	DILLON 04
SC	MARLBORO 01
SC	HAMPTON 01
SC	FAIRFIELD 01
SC	SPARTANBURG 04
SC	ANDERSON 03
SC	DORCHESTER 04
SC	CLARENDON 04
SC	JASPER 01
SC	LEE 01
SC	CALHOUN 01
SC	GREENWOOD 52
SC	GREENWOOD 51
TN	KNOX COUNTY
TN	MONTGOMERY COUNTY
TN	SEVIER COUNTY
TN	PUTNAM COUNTY
TN	TIPTON COUNTY
TN	SHELBY COUNTY
TN	SULLIVAN COUNTY
TN	ROANE COUNTY
TN	COLLIERVILLE
TN	CUMBERLAND COUNTY
TN	GREENE COUNTY
TN	WARREN COUNTY
TN	CLAIBORNE COUNTY
TN	BRISTOL
TN	LINCOLN COUNTY
TN	HARDEMAN COUNTY SCHOOLS
TN	OBION COUNTY
TN	HUMPHREYS COUNTY
TN	GREENEVILLE
TN	CHESTER COUNTY
TN	ELIZABETHTON
TN	MILLINGTON MUNICIPAL SCHOOLS
TN	CANNON COUNTY
TN	LENOIR CITY
TN	CROCKETT COUNTY

Eligible School Districts as of Information Available 7/25/2023

TN	BLEDSON COUNTY
TN	ONEIDA
TN	HICKMAN COUNTY
TN	JOHNSON COUNTY
TN	STEWART COUNTY
TN	ALCOA
TN	ETOWAH
TN	SWEETWATER
TX	CARLISLE ISD
UT	ALPINE DISTRICT
UT	DAVIS DISTRICT
UT	GRANITE DISTRICT
UT	JORDAN DISTRICT
UT	WASHINGTON DISTRICT
UT	NEBO DISTRICT
UT	CANYONS DISTRICT
UT	WEBER DISTRICT
UT	SALT LAKE DISTRICT
UT	TOOELE DISTRICT
UT	CACHE DISTRICT
UT	PROVO DISTRICT
UT	OGDEN CITY DISTRICT
UT	BOX ELDER DISTRICT
UT	IRON DISTRICT
UT	WASATCH DISTRICT
UT	MURRAY DISTRICT
UT	UINTAH DISTRICT
UT	DUCHESNE DISTRICT
UT	SEVIER DISTRICT
UT	LOGAN CITY DISTRICT
UT	AMERICAN PREPARATORY ACADEMY
UT	JUAB DISTRICT
UT	MILLARD DISTRICT
UT	SOUTH SANPETE DISTRICT
UT	NORTH SANPETE DISTRICT
UT	EMERY DISTRICT
UT	KANE DISTRICT
UT	BEAVER DISTRICT
UT	GARFIELD DISTRICT
UT	ASCENT ACADEMIES OF UTAH
UT	SOUTH SUMMIT DISTRICT
UT	GRAND DISTRICT
UT	FREEDOM PREPARATORY ACADEMY
UT	AMERICAN LEADERSHIP ACADEMY
UT	NORTH SUMMIT DISTRICT
UT	HAWTHORN ACADEMY
UT	TINTIC DISTRICT

Eligible School Districts as of Information Available 7/25/2023

UT	RICH DISTRICT
UT	WAYNE DISTRICT
UT	LINCOLN ACADEMY
UT	MONTICELLO ACADEMY
UT	DAGGETT DISTRICT
UT	EAST HOLLYWOOD HIGH
UT	FAST FORWARD HIGH
UT	ROCKWELL CHARTER HIGH SCHOOL
UT	CANYON RIM ACADEMY
VA	FAIRFAX CO PBLC SCHS
VA	PRINCE WILLIAM CO PBLC SCHS
VA	LOUDOUN CO PBLC SCHS
VA	VA BEACH CITY PBLC SCHS
VA	SCOTT CO PBLC SCHS
VA	WYTHE CO PBLC SCHS
VA	LEE CO PBLC SCHS
VA	RADFORD CITY PBLC SCHS
VA	SMYTH CO PBLC SCHS
VT	ESSEX-WESTFORD SUPERVISORY DISTRICT
VT	CHAMPLAIN VALLEY SUPERVISORY DISTRICT
VT	BURLINGTON SUPERVISORY DISTRICT
VT	NORTH COUNTRY SUPERVISORY UNION
VT	WINDHAM SOUTHEAST SUPERVISORY UNION
VT	MAPLE RUN SUPERVISORY DISTRICT
VT	MOUNT MANSFIELD UNIFIED UNION SCHOOL DISTRICT #401
VT	SOUTH BURLINGTON SUPERVISORY DISTRICT
VT	ADDISON CENTRAL SUPERVISORY UNION
VT	FRANKLIN NORTHEAST SUPERVISORY UNION
VT	RUTLAND CITY SUPERVISORY DISTRICT
VT	ORANGE EAST SUPERVISORY UNION
VT	COLCHESTER SCHOOL DISTRICT
VT	BARRE SUPERVISORY UNION
VT	LAMOILLE NORTH MODIFIED USD #058B
VT	GREATER RUTLAND COUNTY SUPERVISORY UNION
VT	LAMOILLE SOUTH SUPERVISORY UNION
VT	CALEDONIA CENTRAL SUPERVISORY UNION
VT	WHITE RIVER VALLEY SUPERVISORY UNION
VT	KINGDOM EAST SUPERVISORY DISTRICT
VT	MISSISQUOI VALLEY SCHOOL DISTRICT (SUPERVISORY)
VT	ORLEANS CENTRAL SUPERVISORY UNION
VT	RUTLAND NORTHEAST SUPERVISORY UNION

Eligible School Districts as of Information Available 7/25/2023

VT	MT. ABRAHAM UNIFIED SCHOOL DISTRICT (SUPERVISORY)
VT	FRANKLIN WEST SUPERVISORY UNION
VT	SLATE VALLEY UNIFIED UNION SCHOOL DISTRICT (SUPERVISORY)
VT	HARTFORD SUPERVISORY DISTRICT
VT	WINDHAM CENTRAL SUPERVISORY UNION
VT	MILTON SUPERVISORY DISTRICT
VT	WINDHAM NORTHEAST SUPERVISORY UNION
VT	ORANGE SOUTHWEST SUPERVISORY UNION
VT	TWO RIVERS SUPERVISORY UNION
VT	MONTPELIER ROXBURY SUPERVISORY DISTRICT
VT	MILL RIVER UNIFIED UNION SUPERVISORY DISTRICT
VT	SPRINGFIELD SUPERVISORY DISTRICT
VT	WINDSOR SOUTHEAST SUPERVISORY UNION
VT	ADDISON NORTHWEST SUPERVISORY UNION
VT	WINOOSKI SUPERVISORY DISTRICT
VT	WINDHAM SOUTHWEST SUPERVISORY UNION
VT	GRAND ISLE SUPERVISORY UNION
WA	SEATTLE SCHOOL DISTRICT NO. 1
WA	SPOKANE SCHOOL DISTRICT
WA	KENT SCHOOL DISTRICT
WA	EVERGREEN SCHOOL DISTRICT (CLARK)
WA	HIGHLINE SCHOOL DISTRICT
WA	BETHEL SCHOOL DISTRICT
WA	KENNEWICK SCHOOL DISTRICT
WA	AUBURN SCHOOL DISTRICT
WA	YAKIMA SCHOOL DISTRICT
WA	NORTH THURSTON PUBLIC SCHOOLS
WA	CLOVER PARK SCHOOL DISTRICT
WA	BATTLE GROUND SCHOOL DISTRICT
WA	BELLINGHAM SCHOOL DISTRICT
WA	MEAD SCHOOL DISTRICT
WA	PUYALLUP SCHOOL DISTRICT
WA	SHORELINE SCHOOL DISTRICT
WA	WENATCHEE SCHOOL DISTRICT
WA	TAHOMA SCHOOL DISTRICT
WA	CAMAS SCHOOL DISTRICT
WA	FRANKLIN PIERCE SCHOOL DISTRICT
WA	TUMWATER SCHOOL DISTRICT
WA	MOUNT VERNON SCHOOL DISTRICT
WA	WALLA WALLA PUBLIC SCHOOLS
WA	WEST VALLEY SCHOOL DISTRICT (YAKIMA)

Eligible School Districts as of Information Available 7/25/2023

WA	EASTMONT SCHOOL DISTRICT
WA	OAK HARBOR SCHOOL DISTRICT
WA	KELSO SCHOOL DISTRICT
WA	CHENEY SCHOOL DISTRICT
WA	YELM SCHOOL DISTRICT
WA	SEDRO-WOOLLEY SCHOOL DISTRICT
WA	FERNDALE SCHOOL DISTRICT
WA	UNIVERSITY PLACE SCHOOL DISTRICT
WA	QUILLAYUTE VALLEY SCHOOL DISTRICT
WA	BREMERTON SCHOOL DISTRICT
WA	WEST VALLEY SCHOOL DISTRICT (SPOKANE)
WA	PORT ANGELES SCHOOL DISTRICT
WA	EAST VALLEY SCHOOL DISTRICT (SPOKANE)
WA	CENTRALIA SCHOOL DISTRICT
WA	CHEHALIS SCHOOL DISTRICT
WA	STEILACOOM HIST. SCHOOL DISTRICT
WA	QUINCY SCHOOL DISTRICT
WA	EAST VALLEY SCHOOL DISTRICT (YAKIMA)
WA	NORTH MASON SCHOOL DISTRICT
WA	SEQUIM SCHOOL DISTRICT
WA	WOODLAND SCHOOL DISTRICT
WA	SULTAN SCHOOL DISTRICT
WA	PULLMAN SCHOOL DISTRICT
WA	BLAINE SCHOOL DISTRICT
WA	GRANITE FALLS SCHOOL DISTRICT
WA	GOLDENDALE SCHOOL DISTRICT
WA	LAKEWOOD SCHOOL DISTRICT
WA	VANCOUVER SCHOOL DISTRICT
WA	MOUNT BAKER SCHOOL DISTRICT
WA	ROCHESTER SCHOOL DISTRICT
WA	NOOKSACK VALLEY SCHOOL DISTRICT
WA	MERIDIAN SCHOOL DISTRICT
WA	HOQUIAM SCHOOL DISTRICT
WA	LAKE CHELAN SCHOOL DISTRICT
WA	CASCADE SCHOOL DISTRICT
WA	ARLINGTON SCHOOL DISTRICT
WA	NINE MILE FALLS SCHOOL DISTRICT
WA	WHITE SALMON VALLEY SCHOOL DISTRICT
WA	ZILLAH SCHOOL DISTRICT
WA	GRANGER SCHOOL DISTRICT
WA	CHIMACUM SCHOOL DISTRICT
WA	TOLEDO SCHOOL DISTRICT
WA	KALAMA SCHOOL DISTRICT
WA	CLE ELUM-ROSLYN SCHOOL DISTRICT
WA	WASHOUGAL SCHOOL DISTRICT
WA	KITTITAS SCHOOL DISTRICT
WA	DIERINGER SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

WA	REPUBLIC SCHOOL DISTRICT
WA	CONCRETE SCHOOL DISTRICT
WA	TOUTLE LAKE SCHOOL DISTRICT
WA	OAKVILLE SCHOOL DISTRICT
WA	REARDAN-EDWALL SCHOOL DISTRICT
WA	OCOSTA SCHOOL DISTRICT
WA	ADNA SCHOOL DISTRICT
WA	COLFAX SCHOOL DISTRICT
WA	ASOTIN-ANATONE SCHOOL DISTRICT
WA	QUILCENE SCHOOL DISTRICT
WA	LYLE SCHOOL DISTRICT
WA	WILLAPA VALLEY SCHOOL DISTRICT
WA	WATERVILLE SCHOOL DISTRICT
WA	WILBUR SCHOOL DISTRICT
WA	PORT TOWNSEND SCHOOL DISTRICT
WA	EASTON SCHOOL DISTRICT
WA	UNION GAP SCHOOL DISTRICT
WA	CRESTON SCHOOL DISTRICT
WA	KAHLOTUS SCHOOL DISTRICT
WA	LAMONT SCHOOL DISTRICT
WA	GRAPEVIEW SCHOOL DISTRICT
WA	SPRAGUE SCHOOL DISTRICT
WA	ONION CREEK SCHOOL DISTRICT
WA	CRESCENT SCHOOL DISTRICT
WI	MILWAUKEE SCHOOL DISTRICT
WI	MADISON METROPOLITAN SCHOOL DISTRICT
WI	KENOSHA SCHOOL DISTRICT
WI	GREEN BAY AREA PUBLIC SCHOOL DISTRICT
WI	RACINE UNIFIED SCHOOL DISTRICT
WI	EAU CLAIRE AREA SCHOOL DISTRICT
WI	SUN PRAIRIE AREA SCHOOL DISTRICT
WI	WEST ALLIS-WEST MILWAUKEE SCHOOL DISTRICT
WI	MCFARLAND SCHOOL DISTRICT
WI	BELOIT SCHOOL DISTRICT
WI	VERONA AREA SCHOOL DISTRICT
WI	WAUNAKEE COMMUNITY SCHOOL DISTRICT
WI	OREGON SCHOOL DISTRICT
WI	MILTON SCHOOL DISTRICT
WI	DE FOREST AREA SCHOOL DISTRICT
WI	GREENFIELD SCHOOL DISTRICT
WI	BARABOO SCHOOL DISTRICT
WI	MOUNT HOREB AREA SCHOOL DISTRICT
WI	ANTIGO UNIFIED SCHOOL DISTRICT
WI	ASHLAND SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

WI	EDGERTON SCHOOL DISTRICT
WI	ALTOONA SCHOOL DISTRICT
WI	BARRON AREA SCHOOL DISTRICT
WI	WISCONSIN DELLS SCHOOL DISTRICT
WI	EAST TROY COMMUNITY SCHOOL DISTRICT
WI	LODI SCHOOL DISTRICT
WI	LAKE MILLS AREA SCHOOL DISTRICT
WI	AMERY SCHOOL DISTRICT
WI	PRESCOTT SCHOOL DISTRICT
WI	BLOOMER SCHOOL DISTRICT
WI	SAINT FRANCIS SCHOOL DISTRICT
WI	ELK MOUND AREA SCHOOL DISTRICT
WI	TOMAHAWK SCHOOL DISTRICT
WI	STANLEY-BOYD AREA SCHOOL DISTRICT
WI	SPOONER AREA SCHOOL DISTRICT
WI	BELLEVILLE SCHOOL DISTRICT
WI	NEW GLARUS SCHOOL DISTRICT
WI	AUGUSTA SCHOOL DISTRICT
WI	PARKVIEW SCHOOL DISTRICT
WI	CRANDON SCHOOL DISTRICT
WI	DEERFIELD COMMUNITY SCHOOL DISTRICT
WI	DURAND-ARKANSAW SCHOOL DISTRICT
WI	DARLINGTON COMMUNITY SCHOOL DISTRICT
WI	WILLIAMS BAY SCHOOL DISTRICT
WI	CUBA CITY SCHOOL DISTRICT
WI	SOUTHWESTERN WISCONSIN SCHOOL DISTRICT
WI	BLAIR-TAYLOR SCHOOL DISTRICT
WI	ALMA CENTER SCHOOL DISTRICT
WI	LUCK SCHOOL DISTRICT
WI	CORNELL SCHOOL DISTRICT
WI	HILLSBORO SCHOOL DISTRICT
WI	MONTICELLO SCHOOL DISTRICT
WI	LAKE HOLCOMBE SCHOOL DISTRICT
WI	JUDA SCHOOL DISTRICT
WI	ALMA SCHOOL DISTRICT
WI	PEPIN AREA SCHOOL DISTRICT
WI	HOLY HILL AREA SCHOOL DISTRICT
WI	MARSHALL SCHOOL DISTRICT
WI	PLUM CITY SCHOOL DISTRICT
WV	CABELL COUNTY SCHOOLS
WV	KANAWHA COUNTY SCHOOLS
WV	MERCER COUNTY SCHOOLS
WV	MARION COUNTY SCHOOLS
WV	WAYNE COUNTY SCHOOLS
WV	FAYETTE COUNTY SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

WV	HARRISON COUNTY SCHOOLS
WV	GREENBRIER COUNTY SCHOOLS
WV	WYOMING COUNTY SCHOOLS
WV	NICHOLAS COUNTY SCHOOLS
WV	UPSHUR COUNTY SCHOOLS
WV	LINCOLN COUNTY SCHOOLS
WV	MCDOWELL COUNTY SCHOOLS
WV	PUTNAM COUNTY SCHOOLS
WV	LEWIS COUNTY SCHOOLS
WV	MONROE COUNTY SCHOOLS
WV	SUMMERS COUNTY SCHOOLS
WV	WEBSTER COUNTY SCHOOLS
WV	POCAHONTAS COUNTY SCHOOLS
WV	CALHOUN COUNTY SCHOOLS
WV	TUCKER COUNTY SCHOOLS
WV	GILMER COUNTY SCHOOLS
WV	BARBOUR COUNTY BOARD OF EDUCATION
WV	RITCHIE COUNTY SCHOOLS
WY	NATRONA COUNTY SCHOOL DISTRICT #1

Eligible Cities and Counties as of Information Available 7/25/2023

Eligible Counties and Cities

Based on information available as of 7/25/2023

State	Entity Type	Entity Name
AZ	County	Maricopa County, Arizona
CA	County	San Joaquin County, California
CA	County	Monterey County, California
CA	County	Santa Cruz County, California
CO	County	Denver County, Colorado
CO	County	Jefferson County, Colorado
CO	County	Boulder County, Colorado
CO	County	Eagle County, Colorado
CO	County	Pitkin County, Colorado
FL	City	Coral Springs city, Florida
FL	County	Osceola County, Florida
IL	County	Lake County, Illinois
KY	County	Jefferson County, Kentucky
KY	City	Morganfield city, Kentucky
LA	City	Natchitoches city, Louisiana
MA	City	Brockton city, Massachusetts
MD	County	Montgomery County, Maryland
MD	County	Baltimore County, Maryland
MD	County	Anne Arundel County, Maryland
MD	County	Howard County, Maryland
MD	County	Frederick County, Maryland
MD	County	Garrett County, Maryland
NH	City	Rochester city, New Hampshire
OK	County	Oklahoma County, Oklahoma
OK	City	Edmond city, Oklahoma
OK	County	Le Flore County, Oklahoma
OK	County	Kay County, Oklahoma
OK	County	Lincoln County, Oklahoma

Eligible Cities and Counties as of Information Available 7/25/2023

OK	County	Beaver County, Oklahoma
OK	County	Coal County, Oklahoma
OK	County	Dewey County, Oklahoma
OK	County	Greer County, Oklahoma
OK	County	Harmon County, Oklahoma
OK	County	Harper County, Oklahoma
OK	County	Hughes County, Oklahoma
OK	County	Jackson County, Oklahoma
OK	County	Jefferson County, Oklahoma
OK	County	Noble County, Oklahoma
OK	County	Texas County, Oklahoma
OK	County	Tillman County, Oklahoma
OK	County	Woodward County, Oklahoma
OK	City	Yukon city, Oklahoma
PA	City	Philadelphia city, Pennsylvania
PA	County	Montgomery County, Pennsylvania
PA	County	Bucks County, Pennsylvania
TN	County	Houston County, Tennessee
TN	County	Stewart County, Tennessee
TX	County	Harris County, Texas
TX	Health system	Harris county health system, Texas
WA	County	King County, Washington
WA	County	Thurston County, Washington
WA	County	Whatcom County, Washington
WA	County	Skagit County, Washington
WI	City	Milwaukee city, Wisconsin
WV	County	Mercer County, West Virginia
WV	County	Putnam County, West Virginia

LEARN WELL.

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September 15, 2023

Juanita Davis
Accreditation Standards Division
Oklahoma State Department of Education
2500 N. Lincoln Blvd.
Oklahoma City, OK 73105

Re: Instructional Calendar Days to Hours

Dear Ms. Davis,

Please accept this letter as our notification that our school calendar for the 2023-24 school year will be based on hours, not days. Our instructional calendar was discussed and approved on September 14, 2023 by the Bixby Board of Education. Enclosed is a copy of the board policy (3100) regarding the school calendar utilization of instructional days or 1080 hours of instruction. In addition to our school board-approved calendar, which is calculated using the option of 1080 hours, we have uploaded our worksheets by site disclosing the instructional hours. We again request to use hours for the school year 2023-24.

Please notify me if you need any other information on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Miller".

Rob Miller
Superintendent
rmiller@bixbyps.org

SCHOOL DAYS/HOURS WORKSHEET

COUNTY
Tulsa

DISTRICT
Bixby

SITE
Elem/Int: CE, EE, NE, WE, CI, EI, NI, WI

Parent-Teacher Conference Days/Hours (2 days and/or 12 Hours maximum)	Number of Days	# of Hours per Day	TOTAL PARENT-TEACHER CONFERENCE HOURS
	2	6	12

Actual/Regular School Year *(Do Not Include Parent-Teacher Conferences, Additional Minute, Partial Days or Virtual Days)						
Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught*	Total Hours
7:50 AM	2:55 PM	425	30	395	138	908.50

Adding Additional Days/Minutes in Bulk (if minutes are added to a large number of school days)						
Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
7:50 AM	1:55 PM	365	30	335	30	167.50

Adding Additional Days/Hours or Partial Days/Hours (partial days are included in Days Taught for ASR if longer than 120 minutes)							
Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Date	Total Hours	
		12:00 AM		12:00 AM		0.00	
		12:00 AM		12:00 AM		0.00	
		12:00 AM		12:00 AM		0.00	
		0		TOTAL MINUTES	12:00 AM	TOTAL HOURS	0.00

<i>Full virtual days for all students.</i>	
Number of Days	# of Hours per Day
	6
TOTAL VIRTUAL HOURS	
0	

Professional Development Hours/Days	
Number of Days	Number of Hours
7	6
TOTAL PROFESSIONAL DEVELOPMENT HOURS (Limit 30)	
30	

TOTAL DAYS TAUGHT FOR ASR	170
GRAND TOTAL HOURS	1118.00

Meets 1080 Requirement

Superintendent Signature  Date _____

RAO Signature _____ Date _____

NOTES: Type here to enter a note.

SCHOOL DAYS/HOURS WORKSHEET

COUNTY
Tulsa

DISTRICT
Bixby

SITE
Secondary (7-12th): MS, HS

Parent-Teacher Conference Days/Hours (2 days and/or 12 Hours maximum)

Number of Days	2	# of Hours per Day	6	TOTAL PARENT-TEACHER CONFERENCE HOURS	12
----------------	---	--------------------	---	---------------------------------------	----

Actual/Regular School Year *(Do Not Include Parent-Teacher Conferences, Additional Minute, Partial Days or Virtual Days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught*	Total Hours
8:45 AM	3:51 PM	426	30	396	138	910.80

Adding Additional Days/Minutes in Bulk (if minutes are added to a large number of school days)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Number of Days Taught	Total Hours
8:45 AM	2:52 PM	367	30	337	30	168.50

Adding Additional Days/Hours or Partial Days/Hours (partial days are included in Days Taught for ASR if longer than 120 minutes)

Start Time	End Time	Minutes in School Day	Minutes of Lunch/Breakfast	Total Minutes	Date	Total Hours		
		12:00 AM		12:00 AM		0.00		
		12:00 AM		12:00 AM		0.00		
		12:00 AM		12:00 AM		0.00		
ADDITIONAL DAYS TAUGHT				0	TOTAL MINUTES	12:00 AM	TOTAL HOURS	0.00

Full virtual days for all students.

Number of Days	0	# of Hours per Day	6.5	TOTAL VIRTUAL HOURS	0
----------------	---	--------------------	-----	---------------------	---

Professional Development Hours/Days

Number of Days	7	Number of Hours	7	TOTAL PROFESSIONAL DEVELOPMENT HOURS (Limit 30)	30
----------------	---	-----------------	---	---	----

Meets 1080 Requirement

TOTAL DAYS TAUGHT FOR ASR
170

GRAND TOTAL HOURS
1121.30

Superintendent Signature *R. Z. Davis*

Date

RAO Signature

Date

NOTES: Type here to enter a note.

LEARN WELL.

109 N Armstrong
918-366-2200



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August 17, 2023

Oklahoma State Department of Education
2500 North Lincoln Boulevard
Oklahoma City, OK 73105

To Whom It May Concern:

Please find enclosed the three-year deregulation application beginning with the 2023-2024 School Year applicable to the following schools of Bixby Public Schools:

1. Central Elementary
2. East Elementary/Intermediate
3. North Elementary
4. West Elementary/Intermediate
5. Middle School
6. High School

The three-year requests are for the following deregulation beginning with the 2023-24 School Year:

1. OAC 210:35-5-71 Library Media Services Elementary School BPS is requesting a change in the standard for library services for the size of individual elementary and intermediate elementary schools.
2. OAC 210:35-7-61 Library Media Services Middle School. BPS is requesting a change in the standard for library services for the size of our middle school.
3. OAC 210:35-9-71 Library Media Services High School. BPS is requesting a change in the standard for library services for the size of our high school.

Sincerely,

A handwritten signature in black ink that reads "Rob Miller".

Rob Miller
Superintendent

109 N. ARMSTRONG BIXBY, OK 74008

Updated 07/04/21

SCHOOL SITE STATUTORY WAIVER/DEREGULATION APPLICATION

for 20 _____ – 20 _____ school year

Tulsa _____ Bixby _____
 COUNTY SCHOOL DISTRICT

109 North Armstrong _____ Bixby _____ 74008
 SCHOOL DISTRICT MAILING ADDRESS CITY ZIP CODE

East Elem, East Int, Central Elem, North Elem, West Elem, West Int, Middle School, High Sch

NAME OF SITE

OBenander _____ 9/15/23
Libby Mcnamara _____ 9/15/23

PRINCIPAL SIGNATURE* DATE

Wendy Juel _____ 9/15/23

Jessie Haynes _____ 9/15/23

PRINCIPAL SIGNATURE* DATE

R. Allen _____ 9/15/23

ny. Rll _____ 9/15/23

PRINCIPAL SIGNATURE* DATE

Rachel Chin Stragard _____ 9/15/23

Rob Miller

SUPERINTENDENT NAME (PLEASE PRINT)

rmiller@bixybps.org

SUPERINTENDENT E-MAIL ADDRESS

[Signature] _____
 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 Deregulation request. Please include circumstances which necessitate changing the standard of library services for your size of school, what alternative means will have to be employed if your waiver was to be denied?

This is a deregulation request for Standard VI The Media Program specifically Oklahoma Administrative Code (OAC) 210:35-71

The regulation requires:

Schools with enrollment of 500+ to staff the Media Center as follows: At least one full-time certified library media specialist and a half time library assistant.

Schools with enrollment of 1000+ to staff the Media Center as follows: At least one full time certified library media specialist and one fully time library assistant.

Schools with enrollment of 1500+ to staff the Media Center as follows: At least two full-time certified library media specialists.

- B. List alternate strategies/plans which the 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 and any negative impact if the waiver were to be denied.

East Elem/East Int share a library and it will be staffed with a full time librarian and a full time aide to ensure the library is open during school hours.

Central Elem, North Elem, and MS will be staffed with a full time librarian. The site will use support personnel in the school to assist in the library when needed to ensure the library remains open during school hours.

West Elem/West Int share a library and it will be staffed with a full time librarian and a full time aide to ensure the library is open during school hours.

The High School has two libraries that will share a librarian due to a late resignation. Each library will have an aide that enables the libraries to remain open during the school day.

- C. Has this deregulation been awarded before? If so what was the educational impact to the district: Results of the Deregulation, i.e., effect on student performance levels, impact of plan on other sites in the district. If not what do you expect?

No effect of student performance levels is expected. The impact will be felt by the increase work load on the LMS and the support assistants that will be called inform other duties to help in the media center.

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

The deregulation request is for 3 years. Bixby Public Schools plans to increase the number of librarians with qualified applicants as they become available and additional assistance as funds become available.

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

The deregulation will assist the district in continuing to address critical areas of need along with support the students with assistance in each library. The High School will continue the search for a qualified librarian to join the existing librarian.

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

The District of Bixby Public Schools utilizes librarians and aides to assist students to expand the educational opportunities. BPS will monitor student test scores and input from teachers to ensure the support is sustainable for each site.

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



2023-2024 Academic Calendar

Dates & Holidays

8/14	Professional Development Day
8/15	1/2 Teacher Work Day; 1/2 Meet the Teacher
8/16	1/2 Professional Development Day; 1/2 Teacher Work Day
8/17	First Day of School - Semester 1
8/25	First Early Release Day
8/31 - 9/1	Teacher PD - No School
9/4	Labor Day - No School
10/19 - 10/20	Fall Break - No School
10/20	End of First Quarter
10/23	Professional Development Day - No School
11/8	Parent-Teacher Conferences (Evening)
11/15	Parent-Teacher Conferences (Evening)
11/20 - 11/24	Thanksgiving Break - No School
12/20	End of First Semester (Last Day of School Semester 1)
12/21 - 1/4	Winter Break - No School
1/5	Remote Professional Development Day - No School
1/8	First Day of School - Semester 2
1/15	Martin Luther King Day - No School
2/16	Professional Development Day - No School
2/19	President's Day - No School
3/8	End of Third Quarter
3/13	Parent-Teacher Conferences (Evening)
3/18 - 3/22	Spring Break - No School
3/25	No School
3/27	Parent Teacher Conferences (Evening)
4/12	No School
5/23	End of Second Semester/Last Day of School
5/24	Teacher Check Out Day

July 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		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 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					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 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			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 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	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			

February 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				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		

March 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					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

April 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	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 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						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						

**Learn Well.
Live with Honor.
Go Spartans!**

All Students Report	Early Release Day	Holiday	Parent/Teacher Conferences
Teacher Workday	Professional Development Day	End of Semester	Teacher Checkout Day



BIXBY

Distance Learning Information

District-Wide Distance Learning Day October 18, 2023

You do not need to send this information to your students or families. Families will receive district communication; you will be copied, so you will be in the know!

The Details!

<p>WHY</p>	<ul style="list-style-type: none"> All sophomore students will be taking the PreACT ON CAMPUS, and all 9th-12th grade teachers/staff are needed to administer, proctor, and monitor the assessment. Should we experience a significant amount of inclement weather this winter, we aim to maintain our school calendar and ensure that the last day of school remains intact. This practice day will allow time to practice procedures and familiarize staff and students with distance learning expectations and the tools necessary to facilitate learning in this setting. The insights gained from the practice day will enable us to refine our strategies, address potential challenges, and leave us well-prepared moving forward.
<p>WHERE</p>	<ul style="list-style-type: none"> ALL faculty/staff will report to school sites or departmental locations 10th grade students will report to the high school Students enrolled in Essentials and Concepts classes will report to school sites ALL other students will report to school virtually via Google Meet
<p>WHO</p>	<ul style="list-style-type: none"> High School and 9GC Faculty- If you are proctoring/monitoring the PreACT- Frontload classes on Canvas with classroom activities. Create an “office hour” block to begin after test administration duties that will last until 2:50pm for students to ask questions and receive guidance. High School and 9GC Faculty - If you are not proctoring/monitoring the PreACT- You will run your bell schedule via Google Meet. Middle School Faculty- You will run your bell schedule via Google Meet. PreK-8- You will follow the distance learning schedule via Google Meet documented in the BPS DL Guide. Essentials and Concepts Classes- Please run your typical class schedule. Site Support Staff- Report to school sites for duties as assigned by site administrator. District Departments (Child Nutrition, Transportation, Maintenance)- Report to your director for programming.



BIXBY

Distance Learning Information

HELPFUL LINKS & RESOURCES FOR TEACHERS

Google Meet

Do NOT share a Google Meet Link from Google Calendar with Students.

- PreK-6: Use the easy-to-access **Meet Link in Google Classroom**.
- Secondary: Create a specific Meet Link following Instructions in the linked Tutorial.

Loom

- **This is the best screen recording option for Teachers.**
- **Create your Loom account [HERE](#) (be sure to use Bixby email).**
- **After creating your account, fill out [THIS FORM](#) to receive the full version.**

EdPuzzle

- New teachers need to respond to the EdPuzzle invitation email sent by Cody Coonce to sync a Bixby Account.
- Create or adapt videos with embedded quizzes to cover or review material.
- Build content in [EdPuzzle](#) & assign to students through Google Classroom or Canvas.

FAQ

Do I need to send home login info and tech tips for my students?

Nope!

- PK-6: The district will email all families with necessary login details. However, you will want to PRACTICE with your students in class prior to the DL day on October 18th.
- 7-12: Students will access Google Meet via their Canvas courses. Be sure your students know how to do this prior to October 18th.

Can I work from home that day?

Nope!

- All faculty and staff will work their typical contract day at school.

Can I bring my school-age kids to work with me that day?

Yep!

- Talk to your site principal about arrangements for where they will be supervised and may join their virtual classes for the day.



BIXBY

Distance Learning Information

Pre-K - 6 Grade Preparation

In order to provide a smooth pivot to Distance Learning when needed, please ensure all classes have completed the following tasks prior to any possible Distance Learning Days:

- Have students pull up Google Classroom in class and ensure they have joined ALL necessary classes including any site-wide classes such as Art, Music, PE, Library, etc.
- Practice logging into Clever
- Ensure students have Clever Badges
- Practice Google Classroom (login via Clever)
- Practice Google Meet
- Remind SPED teachers about logs to be completed during any Distance Learning periods.

The Day(s) BEFORE:

- Sites will run report/print "All Things DL Info" Student Sheet via PS
- District will send the "All Things DL" Info via email to families
- Ensure Distance Learning schedule (specifics for grade/class) has been communicated to parents. This should be based on the schedule in the BPS Distance Learning Guide

Helpful Links:

- [BPS Distance Learning Guide](#) (general schedule included)
- [Chromebook Request for Grades PK-6](#) (deadline 10/13)
- [BPS Family Tech Support](#)

LEARN WELL.

Sherri McMillan

Executive Director of Educational Programs



LIVE WITH HONOR.

918.366.2328

smcmillan@bixbyps.org

Gifted Advisory Committee 2023-2024

Elizabeth Martinez, parent
Sherry Frable, GT teacher
Chad Whisman, parent
Laura Beltran, GT teacher
Keri Robinson, parent
Laurie Francis, GT teacher
Libby Sparkman, GT teacher

District representative: Sherri McMillan

LEARNING Without Tears™

LWTears.com | 402.492.2766 | Fax 402.933.7199

Sponsoring Organization: Bixby Public Schools

Contact Name: Cheryl Wilkinson

Email: cwilkinson@bixbyps.org

Street Address: 108 N. Armstrong

City, State, Zip: Bixby, OK, 74008

Office Phone: 9183662371

Ext: _____

Cell Phone: _____

Bill To: Bixby Public Schools

Billing Email (required): dlewis@bixbyps.org

Billing Address (City, State & Zip) (**where final bill should be sent**):

108 N. Armstrong, Bixby, OK, 74008

Federal, Title or Grant funding? Yes No

Current Fiscal Year Billing? Yes No

For Learning Without Tears Use Only

Professional Services Fee: \$1050.00

Date Issued: August 15, 2023

Quote # Q-58086

Professional Services are billed once the agreement is countersigned and returned to the sponsor. (Valid for 6 months from date of issue)

Requested Date of Professional Services: September 1, 2023

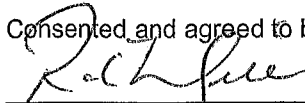
Requested Hours of Professional Services: 1:00pm to 4:00pm

Date(s) will be finalized once a presenter has been confirmed by Learning Without Tears and the agreement has been countersigned.

Professional Services Type: Readiness & Writing for PreK and Print Kindergarten Getting Started Virtual Workshop

1. The Sponsoring Organization agrees to a maximum of 35 attendees.
2. If holding a Keyboarding Without Tears training, the Sponsoring Organization agrees to have internet access for the presenter and all attendees and attendees should bring laptops, if available.
3. In the event Sponsoring Organization reschedules or cancels, the Sponsoring Organization is responsible for all non-refundable travel-related expenses and any costs related to ordered and shipped training materials. If cancellation is within one month of the scheduled training, the Sponsoring Organization will be responsible for a \$500 cancellation fee in addition to all non-refundable travel-related expenses and any costs related to ordered and shipped training materials.
4. Force Majeure: Neither LWT nor the Sponsoring Organization shall be liable for any failure to perform its obligations when such failure by means of Acts of Nature (including but not limited to fire, flood, earthquake, storm, or hurricane), war, invasion, act of foreign enemies, terrorist activities, government sanction, labor dispute, strike, lockout or interruption, or failure of electricity or telephone service.

Consented and agreed to by:



Sponsoring Organization Representative

Consented and agreed to by:

Date: 8/15/2023

LWT Representative

OKLAHOMA STATE UNIVERSITY EDUCATIONAL SERVICES AGREEMENT

This Agreement is made and effective as of the date of the last executing signature by and between **Oklahoma State University**, an institution of higher education of the State of Oklahoma, hereinafter referred to as "University", and Bixby Public Schools, hereinafter referred to as "Sponsor." University and Sponsor are also referred to herein individually as a "Party" or jointly as "Parties."

WHEREAS, Sponsor desires to retain University to perform professional development training on Functional Behavior Assessments over two (2) full days at the OSU-CHS Legacy Plaza; and

WHEREAS, University, in furtherance of its educational objectives, desires to undertake the performance of said educational services.

In consideration of the mutual promises made by the parties herein, the parties therefore agree as follows:

1. Dr. Brit'ny Stein will be the Project Leader on behalf of the University regardless of others (e.g. technicians, graduate students, post-doctoral fellows or faculty members) appointed to Project. In the event the Project Leader is for any reason unable or unavailable to continue the work under the Project, the parties may select a mutually acceptable substitute or terminate this Agreement.
2. The Agreement Period of Performance shall begin September 15, 2023 and end October 15, 2023, unless terminated or extended as provided herein. The parties may extend the Term upon written agreement. Either party may terminate this Agreement at any time prior to September 15, 2023, or by mutual, written agreement.
3. For the services, reports, and other items to be delivered hereunder, Sponsor shall pay University an amount not to exceed Five Thousand Dollars US Currency (\$5,000.00), upon completion of the training as invoiced by University. University will submit an invoice to Sponsor and payment is due within thirty (30) days of receipt of invoice to:

Oklahoma State University
Attn: Allison Bowman
College of Education and Human Sciences
325-C Willard
Stillwater, OK 74078

3.01 Sponsor agrees that any amounts remaining unpaid after the due date will accrue interest on a daily basis at the rate charged on unpaid account balances by the Oklahoma State University Bursar's Office. The current rate is 1.5% per month on any unpaid balance until paid in full or an Annual Percentage Rate (APR) of 19.56% when computed from the due date.

3.02 University shall retain title to any equipment, items, supplies and things of any nature purchased by Sponsor for the Project or purchased with funds provided by Sponsor under this Agreement.

3.03 Notwithstanding anything to the contrary, in the event of early termination of this Agreement, Sponsor shall pay all costs accrued by the University to date of termination, including any non-cancelable obligations per provision 3.

4. It is anticipated that no Confidential/Proprietary Information will be disclosed between the 3 parties in the Project performance. Therefore, neither party shall be responsible for the protection of such Confidential/Proprietary Information. However, if the need to disclose proprietary information arises, a separate Confidentiality Agreement will be executed between the parties and incorporated into this Agreement through written modification to the Agreement.
5. Pursuant to its mission and policy, University reserves the right to publish and/or present results of the Project or new scientific information regarding the Educational Services performed. University will provide Sponsor with copies of the proposed publication or presentation and Sponsor will have thirty (30) days after receipt to review. If the review reveals any problems, the University will consider issues raised by Sponsor. If the issues are related to Confidential Information, University will remove any Confidential Information or delay public release for a limited time, not to exceed ninety (90) days. In any event, University shall be permitted to publish material and information not timely controverted in writing after notice of same.
6. Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the other party, which approvals will not be unreasonably withheld.
7. University retains any and all rights (including copyright, intellectual property and proprietary) in and to the materials prepared and/or produced for and/or as a result of the Project under this Agreement; provided, however, University grants to Sponsor the limited right hereunder solely to use, copy, distribute, publicly perform and display said materials for Sponsor's non-commercial purposes. It is understood Sponsor's right to use University information and materials under this provision is limited, non-assignable, and non-transferable. Sponsor shall be liable to University for any unauthorized use.
8. Subject to the provisions of the Oklahoma Governmental Tort Claims Act, including its limits of liability and exclusions therefrom, University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University, its officers, employees, and agents thereof.

9.01 UNIVERSITY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR EXPRESS WARRANTIES AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSES OF THE TECHNOLOGY, PROCESS(ES), PRODUCTS, OR SYSTEMS CONTEMPLATED BY THIS AGREEMENT.

9. Except for the situations covered under paragraph 9 above, Sponsor agrees to indemnify and hold University, its governing Board, officers, agents, and employees, harmless from any and all

liability, loss, damage, or injuries as the result of claims, demands, costs, or judgments against Sponsor, including attorney fees, arising out of or in connection with the activities to be carried out pursuant to this Agreement, or the use, design, manufacture, or distribution of the system, process, or products that are the subject matter of the Project.

10. In the making and performing of this Agreement, the parties act and shall act at all times as independent entities. Nothing contained herein shall be construed or implied to create any agency, partnership, or employer and employee relationship between the parties and neither party is authorized to act as agent for the other for any purpose.
11. Notices and communications hereunder shall be deemed made if given by hand delivery or registered, certified, federal or express mail, postage prepaid and addressed to the party to receive such notice at the address given at the end of this Agreement, or such other address as may hereafter be designated by notice in writing.
12. This Agreement shall be interpreted and governed by the laws of the State of Oklahoma, without reference to conflict of law rules, and the forum for any proceeding or suit arising from or incident to this Agreement shall be located in Payne County, the State of Oklahoma.
13. This Agreement may not be assigned in whole or in part without the prior written permission of the parties.
14. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this matter. This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of the authorized representatives of the parties hereto.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

UNIVERSITY:

OKLAHOMA STATE UNIVERSITY

By: *Julia Swaringin-Griffin on behalf of*

Kenneth W. Sewell
Vice President for Research

Date: Aug 14, 2023

SPONSOR:

Bixby Public Schools

Rob Miller
Bixby Superintendent

Date: _____

PRINCIPAL INVESTIGATOR'S ACKNOWLEDGEMENT:

I have read this agreement and agree to perform my obligations as principal investigator under this agreement. I will inform students and other participants working on this Project of their rights and obligations under this agreement.

By: *Brit'ny Stein, PhD*

Printed Name: Dr. Brit'ny Stein

Date: 8/15/2023

University Payment Address:

Oklahoma State University
College of Education and Human Sciences
Allison Bowman
325 C Willard
Stillwater, OK 74078

Sponsor Business & Notice Address

Bixby Public Schools
Bixby, Oklahoma 73801

University Notice Address:

Kenneth W. Sewell
Vice President for Research
203 Whitehurst Hall
Oklahoma State University
Stillwater, OK 74078

BIXBY SCHOOL DISTRICT
Mara "Allie" Michael (Physical Therapist) Contract 2023-2024

This contract is made by and between Independent School District No. 4 of Tulsa County, Oklahoma, Bixby (School District) and **Mara "Allie" Michael (Physical Therapist)**

RECITALS:

- A. School District desires to employ **Mara "Allie" Michael (Physical Therapist)** to provide Physical Therapy services in School District's schools for the current fiscal year only, in the position of Physical Therapy.
- B. **Mara "Allie" Michael (Physical Therapist)** desires to accept employment by School District as a Physical Therapist under the terms of this contract.
- C. **Mara "Allie" Michael (Physical Therapist)** is subject to passing a criminal record background search and drug test and that the results of such tests must be in compliance with District policy on employee employment for any and all employment positions within the School District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the School District and Mara "Allie" Michael (Physical Therapist) agree as follows:

- 1. **Employment of Mara "Allie" Michael (Physical Therapist).** School District employs **Mara "Allie" Michael (Physical Therapist)** to perform Physical Therapy services in School District's school system.
- 2. **Duties.** **Mara "Allie" Michael (Physical Therapist)** agrees that they are familiar with the duties they are to assume as a Physical Therapist in School District's school system and agrees to perform those duties as assigned from time to time to **Mara "Allie" Michael (Physical Therapist)**.
- 3. **Compensation.** For all Physical Therapy services performed under this contract, the salary for the term of this contract August 22 to June 31, 2024, is \$85 per hour plus mileage between schools for no more than 24 hours per week and only when school is in session. Mileage paid will be the state reimbursed mileage rate. Compensation will be paid monthly upon submission of an invoice signed by Special Education Director. Invoices must be submitted to the Special Education Director by the 3rd day of the month.
- 4. **Term.** **If not terminated earlier, the term of this contract will automatically expire at the end of School District's fiscal year (July 1/June 30) in which this contract is made. The parties specifically agree that this contract is NOT subject to the Oklahoma Continuing Contract Law and that no action needs to be taken by the board of education of the School District to non-renew Mara "Allie" Michael (Physical Therapist) or terminate this contract. Mara "Allie" Michael (Physical Therapist) acknowledges and understands that he/she would not have been hired by the School District without Mara "Allie" Michael (Physical Therapist)'s agreement as to automatic expiration of this contract. Mara "Allie" Michael (Physical Therapist) further acknowledges that the limitation on the term of this contract to this fiscal year was a material inducement to the School District's entering into this agreement. BY SIGNING THIS READING SUFFICIENCY ACT PHYSICAL THERAPYING CONTRACT, THE PARTIES ACKNOWLEDGE AND AGREE TO THE FOLLOWING: A) THIS CONTRACT DOES NOT CREATE ANY PROPERTY INTEREST OF ANY KIND OR AT ANYTIME; B) THIS CONTRACT DOES NOT CREATE ANY RIGHT TO A DUE PROCESS HEARING OF ANY KIND OR AT ANYTIME; C) THIS CONTRACT AND THE CORRESPONDING COMPENSATION UNDER THIS CONTRACT MAY BE TERMINATED BY THE SCHOOL DISTRICT AT ANY TIME WITH OR WITHOUT CAUSE, IT BEING SPECIFICALLY AGREED AND UNDERSTOOD THAT THIS CONTRACT IS A CONTRACT AT WILL; AND D) IN THE EVENT THIS CONTRACT IS TERMINATED, READING SUFFICIENCY ACT PHYSICAL THERAPY'S COMPENSATION FOR THE CONTRACT SHALL ALSO IMMEDIATELY TERMINATE.**
- 5. **Rules and Regulations.** All rules and regulations of School District pertaining to its Physical Therapy are incorporated herein by reference, except that if the provisions of this contract are contrary to any of the rules and regulations, the provisions of this contract shall control and be prevailing.
- 6. **Miscellaneous.** This contract represents the entire understanding between the parties concerning the subject matter hereof and may be modified only by the mutual written agreement of the parties. This being a contract for personal services, Mara "Allie" Michael (Physical Therapist) may not assign this contract or the compensation to be received by Mara "Allie" Michael (Physical Therapist) under this contract. School District has not made any promises or representations to Mara "Allie" Michael (Physical Therapist) beyond the items specifically stated in this contract. Without limiting the foregoing School District has not made any promise or commitment to Mara "Allie" Michael (Physical Therapist) for a permanent Physical Therapy position or any preferred status for a permanent Physical Therapy position.

"I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States, and of the State of Oklahoma."

Mara Michael, DPT
Employee (Physical Therapy)

Jim Schein 8-21-23
Director of Special Education

Independent School District No. 4 of Tulsa County, Oklahoma

Superintendent or Designee



Joseph M Sanfelippo, LLC

TAX ID: 82-1574592

Never Give Up the Opportunity to Say Something Great About Your School

Presenter Agreement

This agreement made and entered into on **August 25, 2023** by and between the **Bixby Schools**, hereinafter referred to as **ORGANIZATION**, and Dr. Joe Sanfelippo, hereinafter referred to as **PRESENTER**, agree to the following terms:

A. Terms and Services

The term of this agreement is for one keynote presentation (60-70 mins) and one breakout session (60-70 mins) delivered on **October 23, 2023** between 8:00 AM and 12:00 PM in **Bixby, OK**.

B. Conditions

This agreement may not be amended or modified except in writing with the agreement of both parties.

C. Termination

Unless earlier terminated by mutual agreement, this contract shall terminate upon completion of the project.

D. Warranty By Contractor

The Presenter warrants that he is competent to perform the work required under the contract in that it has the necessary qualifications including the knowledge, skill and ability to perform the work.

E. Confidentiality

To the extent possible under state and federal law, both parties agree that all materials and information received and collected in the execution of this contract will be kept confidential between the parties. Terms of this contract are confidential between Joe Sanfelippo and **ORGANIZATION**.

F. Speaking Requirements

Presenter will need a projector, screen, and sound for computer. Presenter will need to have personal computer plugged in and in front of him. Lapel Mic is preferred.



Joseph M Sanfelippo, LLC

TAX ID: 82-1574592

Never Give Up the Opportunity to Say Something Great About Your School

G. Events Beyond Control

Performance by either party may be excused by the occurrence of events beyond the control of the parties, including unavoidable travel interruptions, flood or other weather-related emergency or disaster, fire, strikes or labor and employment disputes, or terrorism, provided that the affected party provides notice to the other as soon as reasonably possible after the occurrence. Upon the declaration of an event beyond control, neither party shall bear liability to the other for non-performance. The parties agree to work together in good faith to discuss alternative dates for the event, and **ORGANIZATION** will reimburse any non-refundable expenses that Joe Sanfelippo has purchased to travel to the event.

H. BOOK SALES

The **ORGANIZATION** will have the option to purchase books (*Hacking Leadership or Lead From Where You Are*) through **PRESENTER** at a cost of \$15/book in a bulk order of 50 or more. **PRESENTER** will send books prior to the event at the convenience of **ORGANIZATION**.

I. PAYMENT

Total honorarium for this work will be **\$12,500**. Presenter is responsible for all travel arrangements for this event. Final payment of **\$12,500**, will be made within 30 days of invoice following the event. All speaking payments are to be made to "Joseph Sanfelippo".

Agreed and Accepted by **PRESENTER**:

Name: Joe Sanfelippo

Date: 8/25/23

Signature:

Agreed and Accepted by **ORGANIZATION**:

Name:

Date:

Signature:



Connect and Restore

Professional Therapy and Neurofeedback Services

COUNSELING CONTRACT

This contract is made by and between Independent School District No. 4 of Tulsa County, Oklahoma, Bixby (School District) and Connect and Restore, LLC

- A. School District desires to employ Connect and Restore to provide counseling and consultation services in School District's schools during the 23-24 school year in the position of Counseling Provider.
- B. Connect and Restore desires to accept employment by Bixby Independent School District as Connect and Restore under the terms of this contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the School District and Connect and Restore agree as follows:

1. **Employment of Connect and Restore:** School District employs Connect and Restore to perform counseling and consultation services in School District's school system.
2. **Compensation.** For all counseling and consultation services performed under this contract, the compensation for the term of this contract, 2023-2024 school year is \$150 per hour for 4 hours per week of counseling services or staff consultation pending district funding and request during the school year.
3. **Term.** If not terminated earlier, the term of this contract will automatically expire at the end of School District's school year (May 23, 2024), or at the time of depletion of available funds, whichever occurs first.
4. The parties specifically agree that this contract is NOT subject to the Oklahoma Continuing Contract Law and that no action needs to be taken by the board of education of the School District to non-renew Connect and Restore or terminate this contract. Connect and Restore acknowledges and understands that she would not have been hired by the School District without Connect and Restore's agreement as to automatic expiration of this contract.

Connect and Restore further acknowledges that the limitation on the term of this contract to the current school year was a material inducement to the School District's entering into this agreement.

BY SIGNING THIS CONTRACT, THE PARTIES ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

- A) THIS CONTRACT DOES NOT CREATE ANY PROPERTY INTEREST OF ANY KIND OR AT ANYTIME
- B) THIS CONTRACT DOES NOT CREATE ANY RIGHT TO A DUE PROCESS HEARING OF ANY KIND OR AT ANYTIME



Connect and Restore
Professional Therapy and Neurofeedback Services

C) THIS CONTRACT AND THE CORRESPONDING COMPENSATION UNDER THIS CONTRACT MAY BE TERMINATED BY THE SCHOOL DISTRICT AT ANY TIME WITH OR WITHOUT CAUSE, IT BEING SPECIFICALLY AGREED AND UNDERSTOOD THAT THIS CONTRACT IS A CONTRACT AT WILL; AND

D) IN THE EVENT THIS CONTRACT IS TERMINATED, CONNECT AND RESTORE'S COMPENSATION FOR THE CONTRACT SHALL ALSO IMMEDIATELY TERMINATE.

5. Rules and Regulations. All rules and regulations of School District pertaining to its Connect and Restore are incorporated herein by reference, except that if the provisions of this contract are contrary to any of the rules and regulations, the provisions of this contract shall control and be prevailing

6. Miscellaneous. This contract represents the entire understanding between the parties concerning the subject matter hereof and may be modified only by the mutual written agreement of the parties. This being a contract for personal services, Connect and Restore may not assign this contract or the compensation to be received by Connect and Restore under this contract. School District has not made any promises or representations to Connect and Restore beyond the Items specifically stated in this contract. Without limiting the foregoing, the School District has not made any promise or commitment to Connect and Restore for a permanent service position or any preferred status for a permanent service position.

Kristen Hale, LPC

Kristen Hale, LPC (Owner of Connect and Restore)

9-7-23

Date

Superintendent Rob Miller

Date

President of the Board of Education, BISD.

Date

Counseling Contract This contract is made by and between Independent School District No. 4 of Tulsa County, Oklahoma, Bixby (School District) and Connect and Restore. RECITALS: Kim Schein Director of Special Education

BIXBY SCHOOL DISTRICT
Counseling Contract

This contract is made by and between Independent School District No. 4 of Tulsa County, Oklahoma, Bixby (School District) and Kori Neely, MA, LMFT

RECITALS:

- A. School District desires to employ Kori Neely, MA, LMFT to provide counseling and consultation services in School District's schools during the 23-24 school year in the position of Counseling Provider.
- B. AKori Neely, MA, LMFT desires to accept employment by Bixby Independent School District as Kori Neely, MA, LMFT under the terms of this contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the School District and Kori Neely, MA, LMFT agree as follows:

- 1. **Employment of Kori Neely, MA, LMFT** School District employs Kori Neely, MA, LMFT to perform counseling and consultation services in School District's school system.
- 2. **Compensation.** For all counseling and consultation services performed under this contract, the compensation for the term of this contract, 23-24 school year is \$75 per hour not to exceed 8 hours per week when school is in session not to exceed \$12,000 for the year. \$10,000 is the maximum amount out of special education budget 621.
- 3. **Term.** If not terminated earlier, the term of this contract will automatically expire at the end of School District's school year (May 23, 2024) or when money is no longer available.
- 4. **The parties specifically agree that this contract is NOT subject to the Oklahoma Continuing Contract Law and that no action needs to be taken by the board of education of the School District to non-renew Kori Neely, MA, LMFT or terminate this contract. Kori Neely, MA, LMFT acknowledges and understands that she would not have been hired by the School District without Kori Neely, MA, LMFT's agreement as to automatic expiration of this contract. Kori Neely, MA, LMFT further acknowledges that the limitation on the term of this contract to the current school year was a material inducement to the School District's entering into this agreement. BY SIGNING THIS CONTRACT, THE PARTIES ACKNOWLEDGE AND AGREE TO THE FOLLOWING:**
A) THIS CONTRACT DOES NOT CREATE ANY PROPERTY INTEREST OF ANY KIND OR AT ANYTIME; B) THIS CONTRACT DOES NOT CREATE ANY RIGHT TO A DUE PROCESS HEARING OF ANY KIND OR AT ANYTIME; C) THIS CONTRACT AND THE CORRESPONDING COMPENSATION UNDER THIS CONTRACT MAY BE TERMINATED BY THE SCHOOL DISTRICT AT ANY TIME WITH OR WITHOUT CAUSE, IT BEING SPECIFICALLY AGREED AND UNDERSTOOD THAT THIS CONTRACT IS A CONTRACT AT WILL; AND D) IN THE EVENT THIS CONTRACT IS TERMINATED, CLASS TULSA'S COMPENSATION FOR THE CONTRACT SHALL ALSO IMMEDIATELY TERMINATE.
- 5. **Rules and Regulations.** All rules and regulations of School District pertaining to its Kori Neely, MA, LMFT are incorporated herein by reference, except that if the provisions of this contract are contrary to any of the rules and regulations, the provisions of this contract shall control and be prevailing.
- 6. **Miscellaneous.** This contract represents the entire understanding between the parties concerning the subject matter hereof and may be modified only by the mutual written agreement of the parties. This being a contract for personal services, Kori Neely, MA, LMFT may not assign this contract or the compensation to be received by Kori Neely, MA, LMFT under this contract. School District has not made any promises or representations to Kori Neely, MA, LMFT beyond the items specifically stated in this contract. Without limiting the foregoing, the School District has not made any promise or commitment to Kori Neely, MA, LMFT for a permanent service position or any preferred status for a permanent service position.

In witness whereof, we have subscribed our name this ___ day of _____, 20__ for Independent School District No. 4, TULSA County, BIXBY, OK. "I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States, and of the State of Oklahoma."

Kori Neely

C4550C04CC4091AE99B6E40E534E4710 _____ ready/sign

Kori Neely MA, LMFT

Kim Schein

F7FC8681E3BC5CF28BF4EFC3274441C9 _____ ready/sign
Kim Schein Director of Special Education

Rob Miller, Superintendent

President of the Board of Education

BIXBY PUBLIC SCHOOLS

POLICY 3105

MATERIAL SELECTION POLICY

The Bixby Board of Education and the media staff of the Bixby Public Schools subscribe in principle to the following objectives of selection influenced by the American Association of School Librarians:

Objectives of Selection

The professional staff of school media centers is concerned with the development of informed and responsible citizens. **Underlying materials selection for both classrooms and library media centers is the idea that a wide range of materials enhancing the curriculum should be provided on varied levels of difficulty, with a diversity of appeal, and with presentations of different points of view.** The library media program **and classroom libraries** shall be reflective of the community standards for the population the library media center serves when acquiring an age appropriate collection of print materials, nonprint materials, multimedia resources, equipment and supplies adequate in quality and quantity to meet the needs of students in all areas of the school library media program.

To this end, the responsibility of the school media center is:

To provide materials that will enrich the student as an individual and support the curriculum, taking into consideration individual needs, and the varied interests, abilities, and maturity levels of the students served.

To provide materials that will stimulate growth in factual knowledge, literary, cultural, and aesthetic appreciations, and awareness of societal and ethical standards.

To provide materials so that young citizens may develop the habit of analysis thereby enabling them to draw conclusions, make informed decisions, apply knowledge to new situations, and create new knowledge.

To provide a variety of materials which contribute to the understanding of our national heritage as well as knowledge and appreciation of the global community.

To provide high quality materials which will aid in the effort to create a comprehensive collection appropriate for the school community.

Responsibility for Selection

The Board of Education, the governing body of the school district, is legally responsible for the selection of library/media materials. This authority is delegated to the professional personnel of the district for the selection of these materials.

A district Library Review Committee, under the direction of the Director of Curriculum and ~~Innovation~~ **Resources**, will provide guidance in the selection and review of materials as needed.

While the selection of materials may involve input from various school personnel, the responsibility for coordinating, evaluating, and recommending the selection and purchase of library/media materials rests with the certified library/media personnel and the district's site administrators.

Selection Tools

- Standard review sources such as Booklist, Kirkus Reviews, Horn Book, School Library Journal, Publishers Weekly, and The Digest of Software Reviews: Education.
- Suggestions from patrons including staff and students

- District Library Book Review Committee
- Professional and trade journals
- Lists of recommended titles

Types of Material/Resources for Purchase

Library Media Materials/Resources **and classroom library** shall be appropriate for the subject area and for the age, emotional development, ability level, learning styles, and social development of the students for whom the materials are selected.

If a reasonable question exists from the site principal, media specialist, or Director of Curriculum and Innovation regarding the suitability of a book **in the media center** for the population a library serves, the selected material will undergo an internal review by the district Library Review Committee.

If a reasonable question from a parent exists concerning a classroom library book's suitability for the classroom library's population, the selected material will undergo an internal review by the district Library Review Committee. The site principal can remove any classroom library book at his/her discretion based on suitability and community standards.

The following kinds of materials/resources may be selected for the media centers:

1. Materials/resources containing integral information to support both pleasure and instructional programs
2. Materials/resources presenting appropriate information for the reading level and understanding of students served by the media center
3. Materials/resources reflecting the interests and needs of the students and faculty served by the media center
4. Materials/resources presenting information designed to help students gain an awareness of our pluralistic society
5. Materials/resources warranting inclusion because of their literary and/or artistic value and merit
6. Materials/resources presenting information with the greatest degree of accuracy and clarity possible
7. Materials/resources presenting a fair and unbiased presentation of information
8. Materials/resources selected for maintaining a diverse collection of various points of view
9. Multiple items of outstanding quality and much in demand media are purchased as needed.

Criteria for Selection

Library Materials/Resources shall support and be consistent with the district's written curriculum. In selecting materials for purchase, the media specialist evaluates the existing collection and consults reputable, unbiased, professionally prepared selection aids. Media Specialists shall use the following criteria as a guide for selecting and purchasing library materials/resources:

1. Educational significance
2. Contribution the material/resource makes to the written curriculum and to the interests of the students
3. Reviews found in standard selection sources
4. Literary and professional reputation and significance of the author, producer, and/or publisher
5. Validity, currency, and appropriateness of material. This includes a review for potential content involving sexually explicit content and extreme vulgarity. Moreover, all graphic novels will be subject to a page-by-page inspection prior to being placed in the collection.
6. Contribution the material/resources make to breadth of representative viewpoints
7. Degree of potential user appeal
8. Artistic quality and/or literary style

9. Quality of factual content and presentation
10. Value commensurate with cost and/or need
11. Timeliness or permanence

Deaccessioning

In compliance with American Library Association guidelines, the collection of the library information center will be continually reevaluated in relation to evolving curriculum, new formats of materials, new instructional methods, and the current needs of its users. Materials no longer appropriate should be removed. Lost and worn materials of lasting value should be replaced. Deaccessioning or weeding is essential to maintaining a relevant, attractive collection. Materials considered for weeding should include items:

1. in poor physical condition
2. containing obsolete subject matter
3. no longer needed to support the curriculum or student/faculty interests
4. no longer aligned with BPS community standards
5. superseded by more current information
6. containing inaccurate information
7. with low circulation
8. offering stereotypical images and characterizations

Other options available for media specialists when reviewing materials include:

- a. Designating the material for a specified student group (e.g. AP, Mature)
- b. Reassigning of the material to a library serving older students

Gift Books and Materials

1. Gift books and materials are accepted with the understanding that the materials must meet the same selection criteria as materials purchased with Board of Education funds. Donors are encouraged to contact the Media Specialist before making donations of monetary gifts or materials.
2. Gift books and other materials, once accepted by the Bixby Public Schools, become the property of the Bixby Public Schools and will be utilized at the school's discretion

Procedures for Reconsideration of Materials

A parent has the right to request his/her child be exempted from the use of library media materials/resources which seem incompatible with the student's or parent's values or beliefs. It is recommended that classroom assignments involving library media materials/resources provide for alternative choices. Individual parents may not, however, determine the reading of, listening to, or viewing of materials for students other than their own children.

The following procedures establish a framework to resolve concerns at the lowest possible level while defending the principles of freedom of information, students' rights to the access of materials, and the professional responsibility and integrity of the school faculty. Therefore, no duly selected materials whose appropriateness is challenged shall be removed from the District except upon the formal recommendation of the Board of Education after the challenge procedures outlined below have been completed.

After the Review Committee has reevaluated challenged materials the same materials will not be reconsidered for a period of three (3) calendar years or the duration of the current adoption period, if the material is a district issued textbook-instructional materials.

The Board of Education for Bixby Public Schools adheres to the First Amendment to the United States Constitution “Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.”

Level One (Building Level)

Objection to a selection regarding library media materials shall be reported to the appropriate principal. The following steps shall be used in efforts to resolve such objections at the building level. The material in question shall remain in public access pending a final decision.

1. The principal, and/or the appropriate designee, shall contact the patron to discuss the complaint and attempt to resolve it informally by explaining the vision, mission, and objectives of the school district and/or the library media center, the criteria for selection and qualifications of those persons selecting the material, and the intended use and educational benefits from the material. The principal will call upon the employee involved in the selection/use of the material in question for input. The principal or designee may also discuss the right of the parent to request an alternate assignment or resource from the media center.
2. If the objection is not resolved informally, the building principal or designee shall provide the patron with a copy of the Materials Selection Policy and ask the patron to complete a Request for Reconsideration form after he or she has read or viewed the material in its entirety.
3. If the completed Request for Reconsideration form has not been received by the principal within 10 calendar days after the patron’s receipt of the form, the objection shall be considered resolved.
4. Upon receipt of a completed Request for Reconsideration form, the principal shall establish and chair a building-level materials review committee. The committee will be comprised of the following from the site: the principal, a parent/guardian whose child attends the site, and three school representatives.
5. Committee members will be provided a copy of the Material Selection Policy, the completed Request for Reconsideration form, the First Amendment, Selection reviews, and committee responsibilities.
6. The committee will:
 - Prior to the meeting, read and/or view, as appropriate, the questioned material in its entirety
 - Discuss the selection reviews
 - Review and judge the material as to conformity with selection criteria and instructional goals.
 - Examine concerns referenced on the request form point by point and form opinions based on the material as a whole in the context in which it is to be used, and not on individual passages
 - Include other activities deemed by the committee to be relevant
 - Vote on the reconsideration request to determine a majority decision. Options available for the committee include:
 - No action
 - Removal of material
 - Designation of material for specified student group (e.g. AP, Mature)
 - Reassignment of material to a library serving older students
 - Prepare a written report within a timely manner, usually within thirty school days after receiving the formal request for reconsideration, outlining the committee’s recommendations for disposition of the matter. Specific grade levels to be affected by the

committee's recommendations must be listed in the report if such report contains recommendations for the removal or additional grade-level restrictions for the material.

7. The Building Principal is responsible for disseminating the report to all involved parties, including the Superintendents, Associate Superintendents, and Curriculum Directors. The Principal will send the report via certified mail to the complainant. A copy of the report will be kept on file in the Media Center and in the Building Principal's office.
8. If the committee recommends removal and/or grade-level restrictions for the material in question, the Principal shall forward all related materials to the Superintendent or his/her designee for further review at level two.
9. If the complainant is not satisfied with the disposition of his/her complaint at level one, he/she may file a written request for consideration at level two within ten calendar days of receipt of the level one recommendation with the Superintendent or Designee.

Level Two (District Level)

The following steps shall be used to address level two complaints. The material in question shall remain in public access pending a final decision. Level two recommendations supersede level one recommendations.

1. The Superintendent or designee will establish a review committee as needed. Committee members will be provided a copy of the Material Selection Policy, the completed Request for Reconsideration form, the First Amendment, Selection reviews, and committee responsibilities. The committee will be comprised of seven members from the categories below:
 - Two teachers
 - One administrator who will act as committee chair
 - Two community representatives
 - Two staff members
2. The committee will:
 - Prior to the meeting, read and/or view, as appropriate, the questioned material in its entirety
 - Discuss the selection reviews
 - Review and judge the material as to conformity with selection criteria and instructional goals.
 - Examine concerns referenced on the request form point by point and form opinions based on the material as a whole in the context in which it is to be used, and not on individual passages
 - Include other activities deemed by the committee to be relevant
 - Vote on the reconsideration request to determine a majority decision. Options available for the committee include:
 - No action
 - Removal of material
 - Designation of material for specified student group (e.g. AP, Mature)
 - Reassignment of material to a library serving older students
 - Prepare a written report within a timely manner, usually within thirty school days after receiving the formal request for reconsideration, outlining the committee's recommendations for disposition of the matter. Specific grade levels to be affected by the committee's recommendations must be listed in the report if such report contains recommendations for the removal or additional grade-level restrictions for the material.
3. The committee chair is responsible for the dissemination of this report to all involved parties, including the Superintendent.

Level Three (Board Level)

In the event that the complainant does not accept the decision of the Level Two Committee, he/she may appeal to the Board of Education through the Superintendent.

A written request for a Board of Education review of the decision of the Level Two Committee must be made within 10 days of receipt of the Committee's decision.

The Board of Education will render a decision in a timely fashion, usually within 60 days. Final decision rests with the Board of Education.

After the Board of Education has made a decision regarding challenged materials/resources the materials will not be reconsidered for a period of three calendar years or the duration of the current adoption period, if the material is a district issued textbook.

Adoption Date: November 13, 2000

Revision Date: May 12, 2014

Revision Date: Jul 14, 2022

Revision Date: Sept 8, 2022

Revision Date: January 12, 2023

Revision Date: September 14, 2023

NOMENCLATURE FOR ACTIVITY ACCOUNTS
Bixby Public Schools



SITE:

ACTIVITY ACCOUNT NAME:

ACTIVITY ACCOUNT NUMBER:

SOURCES OF REVENUE (RECIEPTS):

Receipts: Fine Arts event admissions, state and district reimbursements, Tri-M Dues, donations, advertising and/or sponsorships, honorariums/fees from other BPS departments, solicited and unsolicited donations and other money-raising functions conducted by and in the name of the Bixby Fine Arts Department, and crowd funding.

DESCRIPTION OF EXPENDITURES:

Disbursements: Fine Arts program budgets, director state/district membership registration, purchase of fine arts supplies, materials, equipment, conference dues, director training, clinicians, professional development, travel expenses, guest speakers, concession workers, entry/membership fees, awards, contest judges, security, gate worker fees, supplies, donations to families, charities and school organizations.

Approved: DeWayne Patterson

Activities Director



To: Mr. Rob Miller
Bixby Public Schools
109 N Armstrong Ave
Bixby, OK 74008

From: Jordan Knutson
Project Manager, Nabholz Construction Corporation

Ref: Guaranteed Maximum Price Amendment #12 for BPS Capital Improvements Recommendation Letter

September 14, 2023

Dear Mr. Miller,

Bids for the Bixby Public Schools – Athletic Building – Civil Package were received, and publicly read aloud in the Administration Building on Thursday August 31, 2023. The bidding process was conducted in accordance with the Oklahoma Public Competitive Bidding Act, 61. O.S. 1974, §101. Thirteen (13) bids were received for three (3) packages from Sub-Contractors. All recommended bidder submissions followed Bidding Requirements as defined in the Nabholz Construction Manager’s Manual.

Nabholz Construction Corporation recommends that all bid packages, noted as recommended, be accepted.

We have reviewed all bids and it is our recommendation that the identified bidders for each bid package be assigned to Nabholz Construction Corporation. It is our recommendation that a GMP Amendment to our construction management Agreement be approved in the amount of **Nine hundred and forty-four thousand, five hundred and seven dollars** (\$ 944,507.00). This amount includes monies for all recommended work covered in the bidding documents, project requirements, allowances, permits, and fees. A cost breakdown sheet (Exhibit B) is included.

Thank You,

Jordan Knutson
Project Manager

Attachments
Cc: GMP Amendment #12 Documents



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 14 day of September in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 05 day of May in the year 2021 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Bixby Public Schools
Athletic Building – Civil Package
601 S Riverview Drive, Bixby, OK 74008

THE OWNER:
(Name, legal status, and address)

Bixby Public Schools 109 N Armstrong Street
Bixby, OK 74008

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Nabholz Construction Corporation
10319 E 54th Street
Tulsa, OK 74146

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Nine hundred and forty-four thousand, five hundred and seven dollars (\$ 944,507.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Refer to Exhibit B Financial Breakdown

GMP Amendment #1 - \$2,054,422.00
 GMP Amendment #2 - \$2,973,150.00
 GMP Amendment #3 - \$4,216,614.00
 GMP Amendment #4 - \$657,845.00
 GMP Amendment #5 - \$349,359.00
 GMP Amendment #6 - \$12,773,493.00
 GMP Amendment #7 - \$39,673,724.00
 GMP Amendment #8 - \$7,227,458.00
 GMP Amendment #9 - \$505,454.00
 GMP Amendment #10 - \$1,204,879.00
 GMP Amendment #11 - (\$-95,766.19)
 GMP Amendment #12 - \$944,507.00

Total GMP Amount - \$72,485,138.81

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
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§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: January 31, 2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Athletic Building	9/20/2024

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA Document A133-2019		05/05/2021	25
AIA Document A133-2019 Exhibit A	GMP Amendment #1	04/20/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #2	06/16/2022	9
AIA Document A133-2019 Exhibit A	GMP Amendment #3	06/22/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #4	06/22/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #5	09/08/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #6	09/21/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #7	09/21/2022	7
AIA Document A133-2019 Exhibit A	GMP Amendment #8	01/01/2023	7
AIA Document A133-2019 Exhibit A	GMP Amendment #9	06/08/2023	7
AIA Document A133-2019 Exhibit A	GMP Amendment #10	08/10/2023	7
AIA Document A133-2019 Exhibit A	GMP Amendment #11	08/10/2023	7

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit C

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 15:46:07 ET on 09/13/2023 under Order No.2114446684 which expires on 06/22/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1313030480)

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit C

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

See Exhibit D

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See Exhibit C for CM Manual, CM Clarifications, and Addenda

ARTICLE A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

See Exhibit B

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

OWNER (Signature)

Rob Miller, Superintendent of Schools
Justin Cheatom, Board of Education President

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Michael Feamster President – Southwest President

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:46:07 ET on 09/13/2023.

PAGE 1

This Amendment dated the 14 day of September in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 05 day of May in the year 2021 (the "Agreement")

...

Bixby Public Schools
Athletic Building – Civil Package
601 S Riverview Drive, Bixby, OK 74008

...

Bixby Public Schools 109 N Armstrong Street
Bixby, OK 74008

...

Nabholz Construction Corporation
10319 E 54th Street
Tulsa, OK 74146

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Nine hundred and forty-four thousand, five hundred and seven dollars (\$ 944,507.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Refer to Exhibit B Financial Breakdown

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GMP Amendment #10 - \$1,204,879.00
GMP Amendment #11 - (\$-95,766.19)

GMP Amendment #12 - \$944,507.00

Total GMP Amount - \$72,485,138.81

...

The date of execution of this Amendment.

PAGE 3

By the following date: January 31, 2025

...

Athletic Building

9/20/2024

...

<u>AIA Document A133-2019</u>		<u>05/05/2021</u>	<u>25</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #1</u>	<u>04/20/2022</u>	<u>7</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #2</u>	<u>06/16/2022</u>	<u>9</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #3</u>	<u>06/22/2022</u>	<u>7</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #4</u>	<u>06/22/2022</u>	<u>7</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #5</u>	<u>09/08/2022</u>	<u>7</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #6</u>	<u>09/21/2022</u>	<u>7</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #7</u>	<u>09/21/2022</u>	<u>7</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #8</u>	<u>01/01/2023</u>	<u>7</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #9</u>	<u>06/08/2023</u>	<u>7</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #10</u>	<u>08/10/2023</u>	<u>7</u>
<u>AIA Document A133-2019 Exhibit A</u>	<u>GMP Amendment #11</u>	<u>08/10/2023</u>	<u>7</u>

...

See Exhibit C

PAGE 4

See Exhibit C

...

See Exhibit D

...

See Exhibit C for CM Manual, CM Clarifications, and Addenda

...

See Exhibit B

...

Rob Miller, Superintendent of Schools
Justin Cheatam, Board of Education President

Michael Feamster President – Southwest President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jordan Knutson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:46:07 ET on 09/13/2023 under Order No. 2114446684 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



BPS Capital Improvements GMP Breakdown (Amendments 1 - 12)

Exhibit B

#	ITEM	Project	Subtotals	NOTES
1	GMP Amendments			
1.1	GMP Amendment #1 - Utility Relocation & Demolition	Academic Building	\$2,054,422.00	Approved 4/21/22
1.2	GMP Amendment #2 - High School Track Building	Track Building	\$2,973,150.00	Includes Alternates 1, 3, 4, & 5
1.3	GMP Amendment #3 - Earthwork & Storm Sewer	Academic Building	\$4,216,614.00	Approved 6/23/2022
1.4	GMP Amendment #4 - HS Football Stadium Improvements	HS Football Stadium Improvements	\$657,845.00	Approved 6/23/2022
1.5	GMP Amendment #5 - Track Building Alternate #2	Track Building	\$349,359.00	Approved 9/8/2022
1.6	GMP Amendment #6 - Structural / Under-Slab Utility Pacakge	Academic Building	\$12,773,493.00	Approved 9/21/2022
1.7	GMP Amendment #7 - HS Academic Building	Academic Building	\$39,673,724.00	Approved 1/12/23
1.8	GMP Amendment #8 - Phase 5	Academic Building	\$7,227,458.00	Approved 6/8/23
1.9	GMP Amendment #9 - Maintenance Building	Maintenance Building	\$505,454.00	Approved 6/27/23
1.10	GMP Amendment #10 - Railings and Technology	Academic Building	\$1,204,879.00	Approved 8/10/23
1.11.1	GMP Amendment #11 - Track Building Finalization	Track Building	-\$52,374.24	Approved 8/10/23
1.11.2	GMP Amendment #11 - HS Football Stadium Improvements Finalization	HS Football Stadium Improvements	-\$43,391.95	Approved 8/10/23
1.12	GMP Amendment #12 - Athletic Building - Civil Package	Athletic Building	\$944,507.00	Presented 9/14/23
2	Total Construction Costs for Academic Building To Date		\$67,150,590.00	
3	Total Construction Costs for Track Building To Date		\$3,270,134.76	
4	Total Construction Costs for HS Football Stadium Improvements To Date		\$614,453.05	
5	Total Construction Costs for Maintenance Building To Date		\$505,454.00	
6	Total Construction Costs for Athletic Building To Date		\$944,507.00	
7	TOTAL GMP TO DATE (Amendments #1 - 12)		\$72,485,138.81	



PROJECT NAME BPS Athletic Building- Civil GMP
PROJECT LOCATION Bixby, OK
REVIEW DATE 9/12/2023
ARCHITECT KKT Architects

Job Phase	Trade Pkg	Description	Grand Total Amount
01.01		BPS Athletic Building- Civil GMP	
	31.10	Earthwork, Site Utilities & Site Concrete	
		D-Kerns	549,000
		31.10 Earthwork, Site Utilities & Site Concrete	549,000
	32.10	Asphalt Paving	
		Ellsworth	89,759
		32.10 Asphalt Paving	89,759
	55.10	Allowances	
		Allowance - Existing Conditions	50,000
		Allowance - Scope Buy-Out	50,000
		55.10 Allowances	100,000
		01.01 BPS Athletic Building- Civil GMP	738,759

Estimate Totals

Description	Amount	Totals
Subcontractor Total	738,759	738,759
General Liability	6,279	
Builder's Risk	1,133	
Performance Payment Bond	4,723	
Permits, Bonds & Insurance	12,135	750,894
General Conditions	120,000	
Project Fee	23,613	2.500 %
Contingency	50,000	
	193,613	944,507
Total		944,507

PROJECT CONFIDENTIAL

Property of Nabholz Construction Corporation Not for Duplication or Distribution

This document includes data that is deemed trade secret or proprietary to Nabholz and prepared in conjunction with the Project. This document is shared with the Project team solely for use on this Project consistent with the responsibilities of the Project team. The Recipients shall not duplicate, use, or disclose, in whole or in part, to any person, entity, or party outside the Project team without Nabholz' prior written authorization.

EXHIBIT C

Plans, Specifications, and Addenda

KKT Architects

BHS – Athletic Building – Civil CD Set

Plans and Specifications dated August 2, 2023

Geotechnical Engineering Report dated January 27, 2022

Construction Manager's Manual dated August 10, 2023

Addendum #1 dated August 25, 2023

CM Clarification #1 dated August 10, 2023

CM Clarification #2 dated August 28, 2023

EXHIBIT D

Contract & Scope Clarifications

1. This GMP includes the Bid Packages for Bixby Public Schools – Athletic Building – Civil Package as specifically shown in the referenced drawings in Exhibit A. This GMP Amendment also includes the General Conditions, General Requirements, and CM Allowances as outlined within the GMP Contract Amendment 12 Exhibit B Financial Breakdown. Additional General Conditions, General Requirements, and CM Allowances will be added in subsequent GMP Amendments, appropriate with the associated scope of work.
2. Sales tax is excluded.
3. Permit fees have been excluded.
4. Third party testing costs have been excluded.
5. This GMP Amendment does not include any cost associated with the gas line relocation.
6. This GMP Amendment includes 2 months of General Conditions and General Requirements.
7. The work required for relocating the fiber optic line was not included in any of the bid packages and will be bought out using funds from an Allowance.
8. Some scopes of work are by owner and have been excluded. Additional funds may be required if additional work associated with this scope by Nabholz (and subcontractors) is needed.
9. The Substantial Completion date listed in section 2.3.1 is associated with the HS Academic Building project. The date for this project of 9/20/2024 (listed in section 2.3.2) is based on the construction documents being issued on 9/21/2023 and estimated duration was determined from incomplete documents. Any adjustments necessary to the date of Substantial Completion will be made in the forthcoming GMP Amendment.
10. Substantial Completion is subject to change if caused by factors outside of Nabholz' control.
11. Substantial Completion is based on the gas line relocation by ONG to be completed by 11/22/2023. If this work is not completed, additional time may be required.
12. Substantial Completion is based on earthwork and utilities starting on 11/13/2023. If not possible due to delays outside of Nabholz's control (such as permit issuance or owner request), additional time may be required.
13. City, State, Special Testing, and Inspections, as well as all Design or Soft costs are excluded. These may include, but not be limited to the following: Architectural, Engineering, Civil, and other design consultant's fees and design, Geotechnical Investigation, Special Testing and Inspections, Asbestos Remediation, Furniture, Fixtures, Equipment, Technology, Owner's Insurance, Errors and Omissions Insurance, or Offsite Utility costs.
14. Nabholz shall locate all existing utilities but shall not be responsible for any unforeseen conditions. Any utility relocations required due to existing conditions that are not shown on the Construction Documents shall be considered unforeseen conditions.
15. All remediation associated to any potential underground appurtenances and associated soil removal, as well as asbestos, lead or any other material requiring remediation is excluded.
16. Nabholz has included all elements of the Construction Documents unless clarified or agreed elsewhere within this GMP Amendment 12, or the Prime Contract. Should there be any missing elements not detailed or drawn, but intended, there may be cost and time impact.



OPENGATE Concealed Weapons Detection Proposal - Bixby Public Schools

**OPENGATE Concealed Weapons Detection Proposal -
Bixby Public Schools**

Quote # 201009
Version 1

Prepared for:

Bixby Public Schools

Rob Miller
rmiller@bixbyps.org

Product

Description	Price	Qty	Ext. Price
The price quoted is for items from the TIPS contract #220105 Technology Solutions Products and Services. Items have been discounted per the TIPS Contract.			
OPENGATE with LTE Board	\$16,691.50	5	\$83,457.50
Milwaukee Charger - Dual	\$0.00	5	\$0.00
18V Battery	\$0.00	20	\$0.00
Hard Rubber Stabilizing Base Plates, Pair (for Sandbags)	\$518.70	2	\$1,037.40
Test piece for NILECJ-STD-601.00 Level 2 BASE	\$241.30	4	\$965.20
Ceia - Traing for Operation of Metal Detector Products	\$2,500.00	1	\$2,500.00
Shipping	\$300.00	5	\$1,500.00
Estimated Delivery date is 8 - 10 weeks following receipt of deposit or PO.			

Subtotal: \$89,460.10

▶ Statement of Work

Scope of Work:

We will drop ship the CEIA OPENGATE units to your location. You will move and unbox the units at each location to use them. If this is your first time order our CEIA team will come to your site on the first day for a couple of hours to train a class of your administrators and security officers on the proper set up, process and use of the OPENGATE system. The following day we will be onsite for the first live screening to monitor and give recommendations to smooth out the process.

▶ Additional Terms and Conditions

ADDITIONAL TERMS & CONDITIONS

1. ACCEPTANCE OF AGREEMENT: This Agreement is not valid until accepted by Communications Technologies, Inc.; (CTI) Accepted shall be manifested upon commencement of performance by CTI
2. TITLE: Title to the Equipment shall remain in CTI's name until the purchase price is paid in full.
3. SECURITY INTEREST: Customer hereby grants to CTI a security interest in the Equipment in order to secure Customer's obligations hereunder and agrees upon request of CTI to execute any documents necessary to perfect such interest. In the event the Purchase Price is not paid in accordance with the payment terms, CTI shall have all the rights and remedies of a secured party as provided for in Article 9 of the Uniform Commercial Code and CTI shall be entitled to reasonable attorney's fees and legal expenses incurred with respect to this security interest and the enforcement of any of CTI's other rights under this Agreement. CTI's security interest is released when customer completes payments according to terms.
4. REVOCATION OF CREDIT: CTI reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any credit goods when due or for any other reason deemed good and sufficient by CTI
5. RISK OF LOSS: All risk of loss passes to Customer upon delivery of the Equipment to the Installation Site.
6. DELIVERY: The equipment delivery date shall be at a time to be mutually agreed upon by the parties, subject to paragraph 7.
7. FORCE MAJEURE: CTI shall not be liable for failure to deliver or delays in delivery occasioned by strikes, picketing, labor dispute, lockouts, fires, acts of God, calamity, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, causes beyond CTI's control, or work volume from customers in excess of CTI's then-scheduled capacity. The foregoing shall be in addition to and not in limitation of any excuses for nonperformance available to CTI under the Uniform Commercial Code or any other applicable law. If, due to any such occurrence, CTI is unable to supply the total demands for any material specified in this Agreement, CTI shall have the right to allocate its available supply among its customers in a fair and equitable manner, or to cancel the remainder of the Agreement. In no event shall CTI be obligated to purchase material from others in order to enable it to deliver material to Customer hereunder.
8. INSTALLATION: CTI will install the Equipment, if applicable, provided Customer provides a suitable place for installing the Equipment. All electrical outlets, conduit, power hook-ups, and any related carpenter work as specified by CTI shall be completed. Customer will provide an Equipment area climatized to computer requirements in terms of temperature. Customer agrees to provide

Additional Terms and Conditions

CTI with a designated contact person to handle these arrangements.

9. Customer agrees to inform CTI of any and all dangerous conditions, hazardous substances, lead paint, asbestos, or poisons at the work site, on the Customer's premises, or in the Customer's building. If Customer fails to inform CTI of such dangerous conditions, hazardous substance, lead paint, asbestos, or poison, then Customer agrees to indemnify and hold CTI harmless from any and all judgments, liability, costs, damages expenses (including attorneys' fees) or any other loss which CTI might sustain by reason of the dangerous conditions, hazardous substance, lead paint, asbestos, or poison.
10. **EXPENSES:** If applicable, Customer is responsible for any expenses incurred due to acquisition of licenses or permits required by state or local government agent. Customer is responsible for the delivery of the phone and/or data demarq to the specified location for equipment installation.
11. **UNION LABOR:** If applicable, CTI reserves the right to pass through to customer charges incurred due to premium labor rates as a result of required labor union affiliations.
12. **INDEMNIFICATION:** Customer shall indemnify CTI against and hold CTI harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, claimed by any person, organization, association, or otherwise arising out of, or relating to the Equipment, or its use, possession, operation, service, installation and/or condition thereof, except as caused exclusively by CTI
13. **WARRANTIES AND LIMITATION OF LIABILITY:** CTI warrants to Customer good and clear title to the Equipment free and clear of liens and encumbrances subject to the security interest retained by CTI. CTI provides Customer with an original manufacturer's warranty for Equipment. CTI itself provides no warranty for Equipment beyond the Manufacturer's warranty and that contained herein.

CTI's sole liability hereunder shall be to install service and integrate Equipment provided by the manufacturer with new or refurbished parts (pursuant to manufacturer's warranty) at customer's expense during normal working hours.

The foregoing warranty shall constitute the exclusive remedy of Customer and the exclusive liability of CTI for any breach of any Warranty related to this agreement

To obtain service under this warranty, the customer must bring the malfunction of the machine to the attention of CTI within warranty period and no later than thirty (30) days after such malfunction, whichever first occurs. Failure to bring the malfunction to the attention of an authorized CTI dealer within the prescribed time, results in the customer being not entitled to warranty service.

This WARRANTY shall be VOID if any portion of the purchase price is unpaid.

CTI will not be obligated to repair or replace any item of equipment which has been repaired/serviced by others, abused or improperly handled, stored, maintained, altered, damaged or used or combined with third party material that is defective or of poor quality.

THE WARRANTIES SET FORTH HEREIN AND IN THE RELATED EQUIPMENT WARRANTY AGREEMENT ARE EXCLUSIVE, AND CTI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE.

14. **REMEDIES AND LIMITATION OF LIABILITY.** CUSTOMER'S SOLE REMEDIES FOR LIABILITY OF ANY KIND WITH RESPECT TO THE WORK AND SERVICES FURNISHED UNDER THIS AGREEMENT AND ANY OTHER PERFORMANCE BY CTI UNDER OR PURSUANT TO THIS AGREEMENT, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THE APPLICABLE WARRANTY AND REMDY PARAGRAPHS HEREOF. CTI'S LIABILITY SHALL IN NO EVENT INCLUDE ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, REVENUE, OR PROFIT EVEN IF CTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL CTI'S LIABILITY FOR DAMAGE WITH RESPECT TO ANY OF THE PRODUCTS, WORK, OR SERVICES FURNISHED UNDER THIS AGREEMENT EXCEED THE CHARGES PREVIOUSLY PAID BY CUSTOMER TO CTI FOR SUCH PRODUCTS, WORK, OR SERVICES. THE PRICE STATED FOR CTI'S PRODUCTS, WORK AND SERVICE IS A CONSIDERATION IN LIMITING CUSTOMER'S REMEDIES. IT IS EXPRESSLY UNDERSTOOD THAT CTI SHALL HAVE NO OTHER LIABILITY TO CUSTOMER UNDER WARRANTY, THE LAW OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. THIS WAIVER DOES NOT, HOWEVER, APPLY TO GROSS NEGLIGENCE OR INTENTIONAL TORTS BY CTI.

15. **ASSIGNMENT:** This Agreement may not be assigned by Customer without the express written consent of CTI.
16. **CHOICE OF LAW:** This contract is to be construed according to the laws of the state of Missouri. Any controversy or claims or action at law, suit in equity, or other judicial proceeding arising under or in relation to this Agreement or any modification of this Agreement shall be brought and maintained in the Circuit Court for the County of St. Louis, Missouri. The parties consent to the jurisdiction and venue of the courts of the state of Missouri and further consent that any notice of motion or other application to the court or a judge thereof may be served outside the state of Missouri by registered mail or by personal service, provided a reasonable time for appearance is allowed
17. **ATTORNEY'S FEES.** If Customer shall default in its performance under this Agreement, and the default results in the expenditure of attorneys' fees to enforce the terms of this Agreement or to recover damages for breach of this Agreement, then Customer shall pay CTI's reasonable and actually incurred attorneys' fees in addition to any other damages recovered.
18. **HEADING.** Headings in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
19. **SEVERABILITY.** Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision of the Agreement which, consistent with such law, shall remain in full force and effect. All surviving clauses shall be construed so as to effectuate the purpose and intent of the parties.
20. **FINAL AGREEMENT.** Customer represents and warrants that Customer has carefully read all of the provisions hereof, including any Schedules and Addenda made a part hereof, and acknowledges that the terms and conditions herein are the final expression of the Agreement of the parties, and a complete and exclusive statement of the terms agreed upon, and that there are no representations, warranties, stipulations, agreements or terms, oral or written, which are not contained herein.
21. **WAIVER:** Waiver by Seller or Buyer of any provision breach of any provision shall not be construed as a waiver of any other provision or any other breach of that provision or of any other provision. The invalidity of any provision shall not affect the validity of the remaining provision or of the Agreement as a whole.
22. **ASSESSMENT OF INTEREST:** Any balance remaining unpaid after due, as set forth on the invoice will be assessed a service fee of 2% per month or at the highest rate allowed by law.
23. **ENTIRE AGREEMENT:** This document constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreement purporting to modify, amend or vary the terms of this document shall be binding unless in writing and signed by the parties.
24. **ADDITIONAL TERMS AND CONDITIONS:** No modification of this Agreement or waiver of the terms or conditions thereof shall be binding upon the Seller unless approved in writing by an authorized representative, nor shall this Agreement be effected by the acknowledgement or acceptance of forms of the Buyer containing other or different terms or conditions whether or not signed by an authorized representative of Seller. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's assent to all the terms of this Agreement.

18110 Chesterfield Airport Rd.
Suite E
Chesterfield, MO 63005
www.cti-stl.com
636-5377200



OPENGATE Concealed Weapons Detection Proposal - Bixby Public Schools

Prepared by:

Communications Technologies, Inc.

Blake Childs
bchilds@cti-stl.com

Prepared for:

Bixby Public Schools

109 N. Armstrong Bixby
Bixby, OK 74008
Rob Miller
(918) 366-2200
rmiller@bixbyps.org

Quote Information:

Quote #: 201009

Version: 1
Delivery Date: 08/29/2023
Expiration Date: 09/28/2023

Quote Summary

Description	Amount
Product	\$89,460.10
Total: \$89,460.10	

Payment Terms

50% Down, 50% + Applicable Taxes due on Completion

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Communications Technologies, Inc.

Bixby Public Schools

Signature: _____
Name: Blake Childs
Title: Senior Account Executive
Date: 08/29/2023

Signature: _____
Name: Rob Miller
Date: _____

memo



To: Superintendent Rob Miller and Bixby Public Schools Board of Education
From: Preston Smith
CC:
Date: 8/24/23
Re: Proposal to Update Enrollment Projections

Our firm has developed enrollment projections as part of a comprehensive demographic study in 2011, and again in 2018. Dr. Miller asked if we could provide an updated enrollment projection to provide the district prepare the district for the addition of a new school south side of the river.

As part of this project, we are including a recommendation of at least three viable sites, based on demographic population trends, traffic patterns, access to utilities and other factors used to evaluate the sites. This analysis will be provided under separate cover and we ask that this be excluded from any open records requests.

We would also perform, at no additional charge, an analysis of the district's free and reduced lunch enrollments and make suggestions for increasing enrollments.

In order to be able to access accurately where the district's student populations are headed, there are some basic information that we would still need to gather as part of the project:

- Birth rates by ZIP codes and city limits

memo

- Home sales and home construction in the district.
- Residential building permits and interviews with city and county staff on anticipated permitting and platting.
- 2020 Census data and comparisons of enrollment and estimated school-age populations within the district's boundary.
- Out-of-district enrollments and out-of-attendance areas enrollments at schools.
- Capacity analysis of current buildings and future enrollments.
- Health of the local economy and how it impacts student migration into or out of the district.
- Purchase data from four demographic vendors to get a sense what their information is showing.
- Prepare about 30 demographic maps showing the anticipated changes in the district during the next decade in average household size, under 5-year-old populations, school-age populations and childbearing-age women numbers.

Since our firm has worked with your district for so long, we do have all the redistricting files and data that would make any additional needs the district would have for future redistricting easier.

We are proposing a flat-rate price of \$29,000 for all this work.

If we receive approval in your September meeting for this work, we could provide a draft report by December 2023 or January, 2024.



Preston Smith
Principal Owner
Business Information Services, LLC



Sherry McIntyre <smcintyre@bixbyps.org>

Fwd: Surplus

1 message

Sherri McMillan <smcmillan@bixbyps.org>
To: Sherry McIntyre <smcintyre@bixbyps.org>

Fri, Aug 25, 2023 at 1:18 PM

Surplus for September BOE meeting.
Thank you.



Sherri McMillan
Executive Director
of Educational Programs
918.366.2328

Learn Well. Live with Honor.

----- Forwarded message -----
From: **Toni Peterson** <tpeterson@bixbyps.org>
Date: Mon, Aug 21, 2023 at 9:24 AM
Subject: Surplus
To: Sherri McMillan <smcmillan@bixbyps.org>

Items to be surplused from the HS:
All items are boxed and labeled 'surplus' in the Loft of the 9GC.

National Geographic Edge Level B Copyright 2014:
(6) student books

National Geographic Edge Level C Copyright 2014:
(7) student books

National Geographic Edge Teacher Editions and Workbooks
Level C and Foundations
Multiple copies

National Geographic Into the USA Newcomer Kit and (2) TE

National Geographic Reach Cross Curricular Teamwork Activities Level E (5)

National Geographic Reach Cross Curricular Teamwork Activities Level F (6)



Sherry McIntyre <smcintyre@bixbyps.org>

Surplus

1 message

Sherri McMillan <smcmillan@bixbyps.org>
To: Sherry McIntyre <smcintyre@bixbyps.org>
Cc: Andrea Jantz <ajantz@bixbyps.org>

Wed, Sep 6, 2023 at 11:08 AM

I would like to surplus the following item:

Summer Success Reading Kit
Purchased with RSA funds, 2007



Sherri McMillan
Executive Director
of Educational Programs
918.366.2328

Learn Well. Live with Honor.