

Bixby Board of Education Regular Meeting
Thursday, May 11, 2023 Bixby Board of Education Regular Meeting
Bixby Public Schools Administrative Center, 109 N. Armstrong, Bixby, Oklahoma
109 N Armstrong St
Bixby, OK 74008

1. Call Meeting to Order/Roll Call

- Pledge of Allegiance and Flag Salute led by BMS students Edison Kochner and Lylah Smith

2. Reports to The Board

2.1. Special Recognition

2.1.1. Community "S-Partner" Award - Chick-Fil-A of Bixby

2.1.2. Spartan Coin of Excellence

- Doug Nold, OIAAA Athletic Director of the Year
- Bixby High School Valedictorians and Salutatorians
- BHS Slowpitch Softball 2023 Academic State Champions

2.1.3. BPS Great Expectations Model School Recognition

2.1.3.1. Board President, Justin Cheatham made a motion to skip to Items 7.1 and 7.2, it was seconded by Amanda Stephens. Then return to the District Fine Arts Report - Jeremy Parker.

2.2. District Fine Arts Report - Jeremy Parker

2.3. Superintendent's Report - Rob Miller

2.4. Facilities and Operations Report - Gabe Hayes

2.5. Financial Operations Report - Mike Anthony

3. Comments from the Public None

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 items #1-23. (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 Board Consent Items #1-23 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 April 6, 2023 Regularly Scheduled Board Meeting
- 4.2. Minutes of April 26, 2023 Special Board Meeting
- 4.3. Activity Fund Summary of Accounts and Transfer Requests
- 4.4. Encumbrances and Change Orders for FY 2023 General Fund, Building Fund, Child Nutrition Fund, Sinking Fund, and Bond Funds 31-39 per attached encumbrance registers
- 4.5. Approval of the OSSBA Employment Services agreement for Unemployment Services for the 2023-2024 fiscal year
- 4.6. Approval of OKES Agreement for natural gas services for the 2023-2024 fiscal year
- 4.7. Approval of the Assistance League of Tulsa agreement for providing school clothing for elementary students in Bixby Schools
- 4.8. Approval of the Commodity Processing Contract with Barlow Education Management Services for the 2023-2024 fiscal year
- 4.9. Approval of the FCCLA request to attend the National FCCLA Convention in Denver, Colorado on July 1-7, 2023
- 4.10. Approval of the Speech and Drama request to attend the National Convention in Phoenix, Arizona on June 10-17, 2023
- 4.11. FMLA - Support - Technology - 3/20/2023 - 3/27/2023
- 4.12. Medical Leave Extended - Support - Maintenance - 3/27/2023 - 5/22/2023
- 4.13. Medical Leave - Support - Middle School - 3/30/2023 - 4/28/2023
- 4.14. FMLA - Support - Administration - 6/12/2023 - 6/26/2023
- 4.15. FMLA - Certified - Administration - 5/31/2023 - 6/6/2023
- 4.16. Medical Leave - Support - North Elementary - 4/5/2023 - 5/29/2023
- 4.17. Medical Leave - Support - Transportation - 4/3/2023 - 5/29/2023
- 4.18. Medical Leave - Support - East Elementary - 4/3/2023 - 4/5/2023
- 4.19. Medical Leave - Support - Transportation - 4/19/2023 - 5/29/2023
- 4.20. FMLA - Certified - North Elementary - 4/10/2023 - 4/28/2023

4.21. Medical Leave - Support - Transportation - 4/12/2023 - 5/29/2023

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

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

5. **Finance**

5.1. Discussion and possible board action regarding the purchase of four used school buses from American Bus Sales for a total of \$392,620.00.

Approval of the purchase of four used school buses from American Bus Sales for a total of \$392,620.00. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 5, Nay: 0

Approval of the purchase of four used school buses from American Bus Sales for a total of \$392,620.00. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin
Cheatha Ye
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 5, Nay: 0

6. Teaching and Learning

- 6.1. Discussion and possible board action regarding the JA BizTown Contract with Junior Achievement for North Intermediate for the 2023-2024 fiscal year.

Approval of the JA BizTown Contract with Junior Achievement for North Intermediate at a cost of \$30 per student who enroll for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin
Cheatha Ye
m:

Matt
Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda
Stephen: Yea

Yea: 5, Nay: 0

7. Operations

7.1. Discussion and possible board action to approve Nabholz Change Order #31 (Geoform Stair Details) for the BHS Academic Building at a cost of \$148,302.61.

Approval of the Nabholz Change Order #31 (Geoform Stair Details) for the BHS Academic Building at a cost of \$148,302.61. 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: Yea

Stephen
s:

Yea: 5, Nay: 0

7.2. Discussion and possible board action to approve Nabholz Change Order #32 (Storm Tie-In) for the BHS Academic Building at a cost of \$68,765.32.

Approval of the Nabholz Change Order #32 (Storm Tie-In) for the BHS Academic Building at a cost of \$68,765.32. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 5, Nay: 0

7.3. Discussion and possible board action regarding an AIA Master Agreement with Dewberry Architects Inc. for architectural services related to the design and construction of the East Intermediate Gymnasium.

Approval of the AIA Master Agreement with Dewberry Architects Inc. for architectural services related to the design and construction of the East Intermediate Gymnasium. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda
Stephen Yea
s:

Yea: 5, Nay: 0

7.4. Discussion and possible board action regarding a Construction Management Services Agreement with ES2, Engineered Systems & Energy Solutions, Inc. for the North Elementary HVAC project.

Approval of a Construction Management Services Agreement with ES2, Engineered Systems & Energy Solutions, Inc. for the North Elementary HVAC project. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda Stephens: Yea

Yea: 5, Nay: 0

7.5. Discussion and possible board action regarding the American Red Cross Training Services Agreement for the 2023-2024 fiscal year.

Approval of the American Red Cross Training Services Agreement 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: Yea

Stephen
s:

Yea: 5, Nay: 0

7.6. Discussion and possible board action regarding revised Board of Education Policy 2166 - Concussion Policy and Management.

Approval of the revised Board of Education Policy 2166 - Concussion Policy and Management. Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 5, Nay: 0

7.7. Discussion and possible board action regarding declaring items as surplus to be disposed of in accordance to Oklahoma Statutes.

Approval of declaring items as surplus to be disposed of in accordance to Oklahoma Statutes. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin
Cheatha Ye
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 5, Nay: 0

8. **Miscellaneous**

- 8.1. Discussion and possible action to approve an agreement with the Cooperative Council for Oklahoma School Administration (CCOSA) to participate in the CCOSA District Level Services Program for the 2023-24 fiscal year at a cost of \$2,500.

Approval of the agreement with the Cooperative Council for Oklahoma School Administration (CCOSA) to participate in the CCOSA District Level Services Program for the 2023-24 fiscal year at a cost of \$2,500. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin
Cheatha Ye
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen
s: Yea

Yea: 5, Nay: 0

8.2. Discussion and possible board action to appoint a member of the Bixby Public Schools Board of Education as an OSSBA Legislative Liaison for the 2023-2024 fiscal year.

Approval of _____ as the appointed member of the Bixby Public Schools Board of Education as an OSSBA Legislative Liaison for the 2023-2024 fiscal year. Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin
Cheatha
m: Yea

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 5, Nay: 0

8.3. Discussion and possible board action regarding a new Activity Fund Account for the Middle School FCCLA.

Approval of a new Activity Fund Account for the Middle School FCCLA. Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 5, Nay: 0

9. **Executive Session**

9.1. Discussion and possible vote to move to executive session to discuss the possible purchase of certain real property (25 O.S. Sec. 307 (B)(3)) and the employment of Support Personnel and Head Athletic Coaches, subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachments "A" and "B", respectively (25 O.S. Sec. 307 (B)(1)(7)).

At 7:49 p.m. approval to go into Executive Session to discuss the possible purchase of certain real property and the employment of Support Personnel and Head Athletic Coaches, subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachments "A" and "B", per Oklahoma Statutes Passed with a motion by Justin Cheatham and a second by Julie Prox.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 5, Nay: 0

9.2. Vote to acknowledge return to open session.

At 8:44 p.m. approval of returning to open session Passed with a motion by Julie Prox and a second by Amanda Stephens.

Justin
Cheatha Ye
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 5, Nay: 0

9.3. Statement by Board president of executive session minutes.

10. **Human Resources**

10.1. Discussion and possible board action to approve the employment of Support Personnel subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachment "A".

Approval of the employment of Support Personnel subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachment "A". Passed with a motion by Justin Cheatham and a second by Matt Dotson.

Justin
Cheatha Ye
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 5, Nay: 0

10.2. Discussion and possible vote to approve the appointment of Head Athletic Coaches for the 2023-2024 fiscal year per Attachment "B".

Approval of the appointment of Head Athletic Coaches for the 2023-2024 fiscal year per Attachment "B". Passed with a motion by Justin Cheatham and a second by Amanda Stephens.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 5, Nay: 0

10.3. Discussion and possible board action regarding the 2023-2024 Holiday Schedule for the twelve month employees.

Approval of the 2023-2024 Holiday Schedule for the twelve month employees.
Passed with a motion by Justin Cheatham and a second by Tristy Fryer.

Justin
Cheatha Yea
m:

Matt
Dotson: Yea

Tristy
Fryer: Yea

Julie
Prox: Yea

Amand
a
Stephen Yea
s:

Yea: 5, Nay: 0

10.4. Discussion, consideration and vote to approve or not to approve any resignations submitted after the agenda was posted.

11. **New Business** None

12. **Vote to adjourn**

At 8:47 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

Bixby Board of Education Regular Meeting
Thursday, April 6, 2023
Bixby Public Schools Administrative Center
109 N Armstrong St
Bixby, OK 74008

Attendance Taken at 6:00 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

1.1. Pledge of Allegiance and Oklahoma Flag Salute led by EI students Sadie Skidmore and Audriana Wiley.

2. Reports to The Board

2.1. Special Recognition

2.1.1. Community Partner Award - BTG Gala Committee

2.1.2. Spartan Spirit Award - Tina Thomas, BHS Girls Basketball

2.1.3. Spartan Coin of Excellence

- Basketball Boys OCA All-State - Parker Friedrichson
- Basketball Girls OCA All-State - Gracy Wernli, Gentry Baldwin, Allysa Nielson, and Meredith Mayes
- Swimming OCA All-State - Teague Brown and Jack Mose
- 2023 State Superintendent's Award for Arts Excellence - Joseph Graver

2.2. Superintendent's Report - Rob Miller

- West Expansion
- Legislative issues
- Staffing and class sizes for 2023-2024

2.3. Facilities and Operations Report - Gabe Hayes

2.4. Financial Operations Report - Mike Anthony

3. Comments from the Public - Board was addressed by Ella Fryer, thanking her old school, the Board and Teachers. Tanner Cooper, Congratulations to Matt Dotson and the Board and School System.

3.1. Speakers must identify themselves.

3.2. Each Speaker is given a maximum of three (3) minutes. 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 regarding Items #1-15. (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 #1-15 as presented. Passed with a motion by Matt Dotson 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 March 9, 2023 Regularly Scheduled Board Meeting
- 4.2. Activity Fund Summary of Accounts and Transfer Requests
- 4.3. Encumbrances and Change Orders for FY 2023 General Fund, Building Fund, Child Nutrition Fund, Sinking Fund, and Bond Funds 31-39 per attached encumbrance registers
- 4.4. Approval of the BHS Soccer Team request to play games at Bentonville West High School in Bentonville, Arkansas on March 27, 2023
- 4.5. Approval of the agreement with University Broadcasting, Inc. for audio and video services at the 2023 Bixby Graduation at a cost of \$2,750.00
- 4.6. FMLA - Middle School - Support - 2/24/2023 - 6/6/2023
- 4.7. Medical Leave Extended - Middle School - Certified - 2/28/2023 - 3/13/2023
- 4.8. FMLA - Central Intermediate - Certified - 4/3/2023 - 5/22/2023
- 4.9. FMLA Extended - North Elementary - Support - 2/28/2023 - 3/27/2023
- 4.10. Medical Leave - Middle School - Certified - 5/8/2023 - 5/22/2023
- 4.11. Medical Leave - 9th Grade - Certified - 3/22/2023 - 4/4/2023
- 4.12. FMLA - West Intermediate - Certified - 5/9/2023 - 5/22/2023
- 4.13. Medical Leave - Central Elementary - Certified - 4/20/2023 - 5/12/2023
- 4.14. Medical Leave Extended - North Elementary - Support - 3/2/2023 - 4/20/2023
- 4.15. Employment, Resignation, Retirement - Support Personnel - per attached

5. Finance

5.1. Discussion and possible board action regarding the approval of the 2023-2024 Application for Temporary Appropriations as prepared by Jenkins & Kemper.

Approval of the 2023-2024 Application for Temporary Appropriations as prepared by Jenkins & Kemper. Passed with a motion by Matt Dotson 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

6. Teaching and Learning

6.1. Discussion and possible board action to approve new Bixby BOE Policy 2125, Student Mental Health Protocols.

Approval of a new Bixby BOE Policy 2125, Student Mental Health Protocols. Passed with a motion by Matt Dotson 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

6.2. Discussion and possible board action regarding a grant agreement with Project Lead The Way (PLTW) for implementation of PLTW Computer Science coursework at BHS.

Approval of a grant agreement with Project Lead The Way (PLTW) for implementation of PLTW Computer Science coursework at BHS. Passed with a motion by Matt Dotson 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

6.3. Discussion and possible board action regarding renewal of the agreement with Imagine Learning for the Virtual Platform for the 2023-2024 fiscal year at a cost of \$50,825.00.

Approval of the renewal of the agreement with Imagine Learning for the Virtual Platform for the 2023-2024 fiscal year at a cost of \$50,825.00. Passed with a motion by Matt Dotson 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

6.4. Discussion and possible board action regarding a contract with Reading Writing Project Network, LLC for professional development services at a cost of \$16,000.00.

Approval of a contract with Reading Writing Project Network, LLC for professional development services at a cost of \$16,000.00. Passed with a motion by Matt Dotson and a second by Tristy Fryer.

Justin Cheatham: Nay

Matt Dotson: Yea

Tristy Fryer: Yea

Julie Prox: Yea

Amanda Stephens: Yea

Yea: 4, Nay: 1

7. Operations

7.1. Discussion and possible board action regarding an agreement with Mabee Center for the 2023 Graduation.

Approval of an agreement with Mabee Center for the 2023 Graduation. Passed with a motion by Matt Dotson 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

7.2. Discussion and possible board action regarding declaring items as surplus to be disposed of in accordance to Oklahoma Statutes.

Approval of declaring items as surplus to be disposed of in accordance to Oklahoma Statutes. Passed with a motion by Matt Dotson 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

8. Executive Session

8.1. Discussion and possible board action to move into executive session to discuss the possible purchase of certain real property 25 O.S. Sec. 307 (B)(3) and the employment of Certified Teachers and Certified Administrators and Directors subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachments "A" and "B", respectively 25 O.S. Sec. 307 (B)(1)(7).

At 7:28 p.m. approval to go into Executive Session to discuss the possible purchase of certain real property and the employment of Certified Teachers and Certified Administrators and Directors subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachments "A" and "B", per Oklahoma Statutes. Passed with a motion by Matt Dotson and a second by Justin Cheatham.

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 8:38 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. Human Resources

9.1. Discussion and possible board action regarding entering into negotiations with the Bixby Education Association for the 2023-2024 fiscal year.

Approval of entering into negotiations with the Bixby Education Association for the 2023-2024 fiscal year. Passed with a motion by Matt Dotson 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

9.2. Discussion and possible board action regarding the appointment of the Board's Negotiations Team for the 2023-2024 fiscal year with regard to collective bargaining with the Bixby Education Association.

Approval of the appointment of the Board's Negotiations Team for the 2023-2024 fiscal year with regard to collective bargaining with the Bixby Education Association. Passed with a motion by Matt Dotson 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

9.3. Discussion and possible board action regarding the employment of those Certified Teachers subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachment "A".

Approval of the employment of those Certified Teachers subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachment "A". Passed with a motion by Matt Dotson 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

9.4. Discussion and possible board action regarding the employment of Certified Administrators and all Directors subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachment "B".

Approval of the employment of Certified Administrators and all Directors subject to assignment by the Superintendent for the 2023-2024 fiscal year per Attachment "B". Passed with a motion by Matt Dotson 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

9.5. Discussion and possible board action regarding any resignations submitted after the agenda was posted. - NONE

10. New Business

11. Vote to adjourn

At 8:42 p.m. approval of adjourning. Passed with a motion by Matt Dotson and a second by Justin Cheatham.

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

2022-2023
SUPPORT PERSONNEL

EMPLOYMENT FOR THE 2022-2023 SCHOOL YEAR
SUBJECT TO JOB ASSIGNMENT BY THE SUPERINTENDENT

VOLUNTEER COACHING

TEMPORARY EMPLOYMENT

ADJUNCT EMPLOYMENT 2022-2023

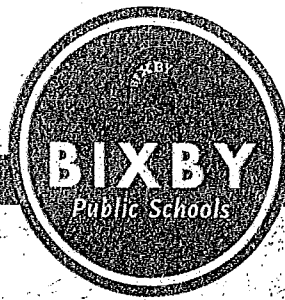
EMPLOYMENT 2022-2023

Hannah Hinckley	Food Service Asst.	Child Nutrition	Eff. 4/05/2023
Carl Leonard	Provisional Bus Driver	Transportation	Eff. 3/27/2023
Michael Palmer	Provisional Bus Driver	Transportation	Eff. 3/30/2023
Yana Sherdis	Paraprofessional	Middle School	Eff. 3/21/2023
Kayla Smith	Paraprofessional	North Int.	Eff. 3/30/2023
Cortland Weaver	Behavior Tech	Middle School	Eff. 3/21/2023

RESIGNATION AGREEMENTS

Wayne Jennings	Bus Driver	Transportation	Eff. 3/08/2023
Sandra Jackson	Cafeteria Manager	Child Nutrition	Eff. 3/09/2023
Erin Abbe	Food Service Asst	Child Nutrition	Eff. 3/10/2023
Shirley Clanton	Food Service Asst	Child Nutrition	Eff. 3/31/2023
Chrisan Heffernan	Lunch Clerk	Child Nutrition	Eff. 4/07/2023
Terrell Sayles	Bus Driver	Transportation	Eff. 3/23/2023

TERMINATIONS



TEMPORARY REHIRES 2023-2024

Rachel Cornelius	050	Jennifer Jones	150
Sierra Thompson	050	Brittany Sanders	150
		Whitney Winn	150
Madison Engles	110	Allison Duncan	150
Staci Fehdrau	110	Megan Forsberg	150
Melissa Robinson	110	Kimberly McCoy	150
Maici Turner	110	Elisha Turner	150
Breanne Battenfield	120	Jordan Perceful	160
Kennedy Cabori	120	Tom Powers	160
Brooklyn Collins	120	Heather Six	160
Brooke Kasbaum	120		
Melodie Pearse	120	Lana Carr	170
Jennifer Potwora	120	Hailee FitzpatrickSpeir	170
Raelynn Swaim	120	Sherrie Fritz	170
Emily Weaver	120	Megan Robinson	170
		Megan Scheinkoenig	170
Lisa Kelly	130	Kara Sloat	170
Rebecca Rickelman	130	Melissa Still	170
April Weller	130		
Kelly Zilmer	130	Ashley Chambers	180
		Jacqueline Walters	180
Bailey Dean	140	Ashley Yancer	180
Jessica Ducker	140		
Lauren Edwards	140	Christina Connor	505
Kerry Goode	140	Traeton Dansby	505
Brittany Hanley	140	Amy Dennis	505
Erica Hawkins	140	Meredith Fuller	505
Stephanie McLemore	140	Lindsey Ginesi	505
Cara Pestel	140	Tara Gordon	505
Kara Minton	140	Rayne HicksCrunelle	505
Whitney Walker	140	Meredith James	505

Michael McCormick	505
Nicole Mullins	505
Jordyn Oxford	505
Keely Qualls	505
Jessica Ramsey	505
John Schutte	505
Jonathon Sutmiller	505
Renata Walshak	505
Tige West	505
Sandra WrightHackler	505

Michael Berrier	705
Haley Blackwell	705
Michelle Bowdle	705
Blane Burge	705
Cammie Flanagan	705
Lacy Fournier	705
Wyatt Freeman	705
Heidi Hanson	705
Lisa Harris	705
Michael Hughes	705
Dion Mattox	705
David Meyer	705
Clare Parmele	705
Wesley Richardson	705
Megan Robbins	705
Michael Shaw	705
Matthew Strait	705
Ricky Strokos	705
Heather Thatcher	705
Connie Weathers	705

Todd Henshaw	706
Paul Mayfield	706

Mitchell Bird	709
Ethan Roe	709
Cody Tutwiler	709



RECOMMEND FOR PROBATIONARY 2023-2024

Allison Morris	050	Racel Horton	160
Connor Meyers	050	Melissa McDonald	160
Toni Peterson	050		
		Kayla Cardwell	170
Patricia Beavers	110	Caitlin Diffie	170
Kasey Cadion	110	Jazmen Weidman	170
Jamie Copenhaver	110	Emily Wells	170
Rachel Eccles	110		
Andrea Jantz	110	Sarah Carr	180
Rachel Morie	110	Rudi James	180
Amanda Rutherford	110	Molli Veach	180
		Kendra Woodson	180
Jennifer Cordell	120		
Kristen Hilsheimer	120	Christina Bates	505
Carley Hosier	120	Katie Blackford	505
Lacy Novoa	120	Brenna Reynaga	505
Vanessa Swindell	120	Jennifer Rich	505
		Tonya Standley	505
Megan Barnes	130		
Laura Cronin	130	Skylar Goodsell	705
Zachary Roberts	130	Tammie Hendrickson	705
		Joyce Marcou	705
Katelin Bledsoe	140	Shannon Pinson	705
Benjamin Brown	140	Amanda Walker	705
Leslie StootsGoodnight	140		
Lauren Waterhouse	140	Travis Patrick	709
Kathleen Windsheimer	140	Jamie Rangel	709
Sherm Winrich	140		
Kara Cooper	150		
April Fillman	150		
Alejandra Garcia	150		
Carisa Griffin	150		
Julie Osburn	150		



PROBATIONARY REHIREES 2023-2024

Larissa Ivey	110	Deborah Baker	505
Lauren Leete	110	Heather Guynes	505
Elaina Martin	110	Zachary Hopkins	505
Jenaan Suleiman	110	Jessica Kindell	505
		Kyle Ross	505
Leean Leu	120		
		Natalie Burnham	705
Andrea Aldridge	130	William Ferguson	705
Elizabeth Sparkman	130	Mark Hart	705
		John Higgins	705
Laura Beltran	140	Kelley Rampey	705
		Rebecca Schofield	705
Katherine Brashear	150	Zachary Stephens	705
Erin Lynam	150		
Lundy Morrison	150	Blake Dean	706
Kaylee Potter	150		
Emily Shiew	150	Leah OttHeatherman	709
Kenseigh Shook	150		
Liza Simmons	150		
Daniel Zehder	150		
Micah Davis	160		
Allison Gardner	160		
Christina Abbott	170		
Miki Bray	170		
Courtney Inbody	170		
Neely Scully	170		
Courtney Snapp	170		
Julie Arthur	180		
Brent Baldwin	180		
Jamie Hancock	180		
Traci Jones	180		



CAREER REHIRES 2023-2024

Heather Bowman	050	Sharla CooperDibiase	120
Sarah England	050	Sherry Davenport	120
Katherine Gilliam	050	Robyn Dunham	120
Jennifer Haynes	050	Cindy Dyson	120
Megan Hill	050	Graciella Edens	120
Loren Montgomery	050	Joyce Flynn	120
Terri Mullins	050	Marcy Gaines	120
Kari Smith	050	Janet Hoffler	120
Tricia Waller	050	Melissa Kannady	120
		Stephanie Long	120
Lindsey Bain	110	Erin Lovitt	120
Alison Beach	110	Andrea MedinaFreeman	120
Rebecca BrinkleyJones	110	Janine Mendoza	120
Bridget Cook	110	Stefoni Mica	120
Charity Covey	110	Sara Mitchell	120
Donna Emberton	110	Caroline Nichols	120
Karla Graves	110	Kimberly Osceola	120
Ashley Griffin	110	Stephanie Parker	120
Amy Hall	110	Charlene Robertson	120
Heather Hankins	110	Beth Shaw	120
Nalini Harikumar	110	Stephanie Stoll	120
Martha Highland	110	Kristel Sullivan	120
Julie Lacy	110	Jessica Thompson	120
Aleana Lane	110	Megan Tusia	120
Emily Long	110	Amanda Walehwa	120
Cindy Maguire	110	Dana Watson	120
Kimberly Mauch	110	Lisa West	120
Tracie Popp	110	Laura Wiley	120
Stacey Sharp	110	Jayna Williams	120
Chelsea Stamm	110	Patricia Wright	120
Tracy Stephens	110		
		Jamie Balthis	130
Amanda Adcock	120	Nicole Brown	130
Shannon Burns	120	Jimmie Beth Foreman	130
Rachel Cavin	120		

Alisha Davis	130	Melissa Paschall	150
Aaron Hutson	130	Laura Roush	150
Becky Kidd	130	Pamela Stevenson	150
John Lefrere	130	Michele Warren	150
Melissa Lytle	130	Kathrine Weainacht	150
Mary McCorkel	130		
Tyler Randall	130	Kelsey Bartley	160
Angie Row	130	Katherine Click	160
Susan Sams	130	Steven Collins	160
Larry Schultz	130	Laurie Francis	160
Trisa Scott	130	Kasey King	160
Karen Storey	130	Kim Moore	160
Robyn Tally	130	Stefanie Roberts	160
Christina Wertz	130	Kristen Rodriguez	160
Aurora Williams	130	Melissa Roesslein	160
		Gina Rumbaugh	160
Geoffrey Anikienko	140	Haley Rumbaugh	160
Brandi Churchill	140	Jennifer Stout	160
Barbara Colwell	140	Kristen Walton	160
Stephanie Leggett	140	Janie Warren	160
Lisa Linam	140	Kristina Williams	160
Molly McVay	140	Becky Wilson	160
Kimberly MorrisKirk	140		
Jocelyn Olson	140	Barbara Bannister	170
Lynn Purdie	140	Tobi Campbell	170
Terry Quigley	140	Kimberly Cornelison	170
Jessica Taylor	140	Sherry Frable	170
Tristen Watkins	140	Meghan Glasscock	170
		Kendra Graham	170
Jennie Chow	150	Jody Hamilton	170
Lori Cole	150	Linda Hays	170
Amy Ford	150	Joan Hughes	170
Kerry Fotenopulos	150	Christie Kinnamon	170
Victoria Frisella	150	Melody Lavender	170
Monica Hagood	150	Rhonda McCracken	170
Meggie Hunter	150	Barbara Nuetzman	170
Julie Karalis	150	Deborah Stanhope	170
Lori Miller	150	Rachael Sumler	170
Jamie Morrison	150	Jessica Thornton	170
Kistan Osten	150	Alexandrea Vanbuskirk	170

Valerie Wagner	170	Lance Kight	505
Lisa White	170	Simon Macfarlane	505
Kellie Zeigler	170	Kelly MarsahnMcBride	505
		Tia Morrow	505
Erin Bergeret	180	Amy Najita	505
Sherry Bittle	180	Sarah Nelson	505
Shawn Butler	180	Brent Nichols	505
Amanda Gammill	180	Elaina Nolan	505
Kimberly George	180	Sandra Rayon	505
Mary Gresham	180	Toni Ross	505
Tricia Gruenwald	180	Alexander Rowin	505
Kristyn King	180	Bryn Shoemaker	505
Ardath Lamb	180	Michelle Spillars	505
Lisa Landrith	180	Michael Stanton	505
Holly Levasseur	180	Christopher Walden	505
Delana McManus	180	Darla Williams	505
Traci Morris	180	Catherine Woods	505
Shelly Musser	180	Krista Wright	505
Merrill Newell	180		
Andrew Orrison	180	Stephanie Beasley	705
Kathryn Plumlee	180	Laura Brewer	705
Leanne Pyles	180	Van Cole	705
Katherine Robinson	180	Michael Crosby	705
Michael Stick	180	Justin Delay	705
Yvette Tennis	180	Megan Delay	705
		Dennis DeVoe	705
Joy Adams	505	Dillon Dobbins	705
Ashley Barker	505	Brian Douglas	705
Lindsey Barton	505	Christopher French	705
Lucresha Baxter	505	Joy Gallart	705
Carole Clagg	505	Jeree Gilman	705
Tamara Crull	505	Jeremy Griffin	705
Christopher Davis	505	Gayla Grovenburg	705
Lara Davis	505	Johnanna Haack	705
Austin Embrey	505	Jack Hamilton	705
Barbara Etheredge	505	Courtney Harter	705
Miranda Felton	505	Lori Heard	705
Rodney Flowers	505	Douglas Hennigan	705
Sherry Girard	505	Julie Jankowski	705
Heather Howell	505	Heidi Jenkins	705

Kimberly Jurkiw 705
 Kyle Kachelmeyer 705
 Tory Kraus 705
 Casey Machado 705
 Dealey Nettles 705
 Scott Padek 705
 David Patterson 705
 Kevin Pearson 705
 Brooke Puckett 705
 Meagan Rodgers 705
 Michael Rogers 705
 Aude Storey 705
 Trevor Suffal 705
 Glenn Sullivan 705
 Sandy Thompson 705
 Christa Thompson 705
 Heather Withem 705

Corbin Burchett 706
 Sarah Cogan 706
 Regina Riddle 706
 Nicholas Schneider 706
 Dolly Scott 706
 Tina Thomas 706

Douglas Behrens 709
 Stephanie Butler 709
 Andrea Coffey 709
 Chelsea Cox 709
 Michael Cox 709
 Jessica Dawn 709
 Tiffany Desaulniers 709
 Timothy Holt 709
 Jamie Lee 709
 William Maas 709
 Michael Nelson 709
 Patricia Nolan 709
 Kimberly OBrien 709
 Mary Peters 709
 Jennifer Phenicie 709

Terri Sloan 709
 Denise Tomlinson 709
 Jeffrey VanDolah 709

LEARN WELL.

109 N. Armstrong
918-366-2200



LIVE WITH HONOR.

www.bixbyps.org
Facebook: @bixbyps

Administrators and Directors recommended for rehire for continued employment for 2023-24, to be assigned by the superintendent based on district needs:

Anthony, Mike (S)

Bayouth, Ashley

Boren, Denver

Coleman, Wesley

Creekmore, Kate

Davidson, Natali

Flowers, Amber

Hayes, Gabe (S)

Hurst, Helen (S)

Lawson, Lauren

Malone, Adrienne (S)

McBride, Bobby J

McMillan, Sherril

Mears, Kelly

Nold, Doug

Regnier, Josh

Ricks, Linda

Shaw, Brenda

Snyder, Jamie

Timmons, Angela

VanDolah, Lizabeth

Wallace, Richard

Wilson, Lydia

Aven, Jon (S)

Benavides, Dinah

Chinsethagid, Rachel

Coonce, Cody

Cross, Brandon

Deitz, Daniel

Guthrie, Jamie

Haynes, Leslie

Jernegan, Jessica

Maguire, Denise

Masterson, Jennifer

McBryar, Mary (S)

McNamara, Elizabeth

Milligan, Jamie

Reneau, Amy

Repogle, Mickey

Schein, Kim

Smith, Kyle

Taylor, Rhonda

Truel, Wendy

Vernon, Rowland

Wilkinson, Cheryl

Bixby Board of Education Special Meeting
Wednesday, April 26, 2023
Administrative Building
109 N Armstrong St
Bixby, OK 74008

Attendance Taken at 12:00 PM.

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

1. As required by Sec. 311, Title 25 of the Oklahoma Statutes, notice is hereby given the Board Education of Independent School District No.4, Tulsa County, Oklahoma, will hold a Special Meeting on Wednesday, April 26, 2023 at 12:00 p.m. at the BPS Administrative Center, 109 N. Armstrong, Bixby, OK.

2. Call meeting to Order/Roll Call

3. Administer Oath of Office to Matt Dotson, Board of Education Seat #3

Tristy Fryer, Board Clerk, administered the Oath of Office to Matt Dotson.

4. Election of Board of Education Officers

Julie Prox nominated Justin Cheatham for President of the Board of Education. Passed with a motion by Julie Prox 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

Amanda Stephens nominated Tristy Fryer as Vice President of the Board of Education. Passed with a motion by Amanda Stephens and a second by Justin Cheatham.

Justin Cheatham: Yea
Matt Dotson: Yea

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

Matt Dotson nominated Julie Prox for Clerk of the Board of Education. Passed with a motion by Matt Dotson 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

5. Board to receive bids for the \$21,000,000 General Obligation Combined Purpose Bonds of this School District and take action to award bonds to the lowest bidder.

Approval of a motion to accept the low bid of J P Morgan at an interest rate of 3.1920% on the Sale of the \$21,000,000 General Obligation Combined Purpose Bonds, dated: June 1, 2023. 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. Board to consider and take action on a resolution providing for the issuance of general obligation combined purpose bonds in the sum of \$21,000,000 by this school district, authorized at an election called and held for such purpose; prescribing form of bonds; providing for registration thereof; designating bond counsel for this issue of bonds; designating registrar and paying agent for this issue of bond; and providing for levy of an annual tax for the payment of principal and interest on the same; and fixing other details of issue.

Approval of a motion to authorize the issuance of the \$21,000,000 General Obligation Combined Purpose Bonds, dated: June 1, 2023, and fixing other detail for the issuance of said bonds. 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. Discussion and possible board action regarding the acceptance of Morehead Construction's bid for concrete work for the new maintenance building at a cost of \$258,221.00.

Approval of a motion for the acceptance of Morehead Construction's bid for concrete work for the new maintenance building at a cost of \$258,221.00. 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

8. Vote to Adjourn

At 12:20 p.m. approval of adjourning. 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



April 17, 2023

Bixby Public Schools
Attn: Superintendent
109 N Armstrong Street
Bixby, OK 74008

Dear Superintendent,

OSSBA appreciates the opportunity over the last year to assist your district in unemployment matters through membership in OSSBA Employment Services. It is time for your Board of Education to renew its membership in the Service.

Please find attached your Service Agreement for the 2023-2024 school year. You will notice in this Services Agreement a provision has been added that your district grant OSSBA Employment Services Third Party Administrator (TPA) access to the school's EZ Tax Express account so that we can appropriately administer the school's unemployment claims and assist with financial accounting and quarterly contribution reporting. OSSBA Employment Services has always asked our member school to grant TPA access. The only change is to formalize that requirement into the Services Agreement.

Please complete the Service Agreement and return it to our office at your earliest convenience. Please let us know if you have questions. You can reach Kim Bishop at kimb@ossba.org, Brandon Carey at brandonc@ossba.org or Tony Childers at tonyc@ossba.org. Or you may reach any of us by phone at 405.528.3571.

Sincerely,

Kim Bishop
OSSBA Employment Services Team

Anthony T. Childers

Brandon Carey

**COMPREHENSIVE
EMPLOYMENT SERVICE AGREEMENT**

This Service Agreement is made this ____ day of _____, 2023, by and between Bixby Public Schools (hereafter, "School") and Oklahoma State School Boards Association Employment Services Program (hereafter, "OSSBA").

The Board of Education of the School has voted to join the OSSBA Employment Services Program for the 2023-2024 school year and agrees to pay OSSBA an administrative fee in the amount equal to \$7.00 per employee.

Payment: During the term of this Service Agreement, not more than once each month, *an amount will be deducted from the School's OSSBA Employment Services Program Account* until the total annual administrative fee is paid in full. OSSBA records indicate 911 school employees, for a total annual administrative fee of \$6,377.00.

The administrative fee will be paid in exchange for employment related services provided by OSSBA, including but not limited to:

- 1) Providing complete legal representation by an Oklahoma licensed attorney in all aspects of the unemployment claims process before the Oklahoma Employment Security Commission (hereafter "OESC");
- 2) Auditing the payment of all unemployment claims to ensure the minimum is paid and any overpayments are recovered;
- 3) Providing quarterly reports of unemployment claims and amounts paid by the OESC to Claimants on the School's behalf;
- 4) Providing prudent management of School funds deposited in the School's OSSBA Employment Services Program Account;
- 5) Providing up-to-date Legislative and Administrative Law Updates to keep the School informed of changes that affect unemployment claims and costs; and
- 6) Providing opportunities for employment training and information.

Information Access: The School will grant to OSSBA Third Party Administrator (TPA) access rights to the School's EZ Tax Express Account administered by the Oklahoma Employment Security Commission (OESC) in order for OSSBA to appropriately administer School's unemployment claims and assist with financial accounting and quarterly contribution reporting. Further, the School agrees to provide OSSBA with access to other information systems administered by the OESC if access is deemed necessary to process unemployment claims on School's behalf.

Additional Deposits: In the event that a payment or deduction from the School's OSSBA Employment Services Program Account would deplete the Account to an amount less than zero (0), the School will be required to make an additional deposit to replenish the Account prior to OSSBA making any payment to the OESC.

Withdrawal of Funds from OSSBA Employment Services Program Account: Upon signing an initial Service Agreement, the School will make an initial deposit in order to establish an OSSBA Employment Services Program Account through which the OSSBA will pay any necessary unemployment claim payments and any other necessary payments to the OESC on the School's behalf. The funds in the Account shall at all times remain School funds. Because the funds in the School's OSSBA Employment Services Program Account remain School funds, the School may withdraw any or all funds from the Account upon providing written notice to the OSSBA.

Term of Agreement: This Service Agreement will be effective for the 2023-2024 fiscal year which ends on June 30, 2024. This Service Agreement may be renewed for a subsequent fiscal year by the Board of Education of the School taking such necessary action.

Revision or termination of Agreement: Either party may revise this Service Agreement with 60 days' written notice to the other party. If either party does not fulfill what it has agreed upon in the above terms, then termination may be made within 30 days' written notice to the other party.

Signed:



Shawn Hime
OSSBA Executive Director

School Board President or Designee
Bixby Public Schools 045

04/17/2023

Date

Date



Date: 04/19/23

TRANSACTION CONFIRMATION - EXHIBIT A

Seller: Oklahoma Energy Source, LLC
7136 S. Yale Ave., Suite 210
Tulsa, Oklahoma 74136

Customer: Bixby Public Schools
109 N. Armstrong St.
Bixby, OK 74008

Attn: Beki Larsen
Phone: 918-307-8142
Fax:
E-mail: beki@okenergysource.com

Attn: Mike Anthony
Phone: 918-366-2336
Fax:
E-mail: manthony@bixbyps.org

Performance Obligation: Firm
Confirming Party: Seller

Delivery Period: Begin July 1, 2023
End June 30, 2024

Δ

Pricing

Table with columns: Begin Day, End Day, Price US\$/Dth, Service Level, Quantity, Units. Rows include pricing details for 7/1/2023 to 6/30/2024.

Point(s) Detail

Table with columns: Begin Day, End Day, Dth/Day, Pipeline, Account number, Delivery Point(s). Lists delivery points for various schools.

Special Conditions

Gas Requirements: OKES is responsible for all nominations and balancing. Customer shall inform OKES of operational issues that would impact Gas usage.

If Customer uses more than the forecasted amount, then OKES will purchase Gas to cover the increase in usage to the extent Gas is available at a commercially reasonable price or the Transporter requires OKES to purchase Gas.

Seller: Oklahoma Energy Source, LLC

Customer:

Bixby Public Schools

By:

By:

Title: Managing Member

Title:



May 3, 2023

Mr. Rob Miller, Superintendent
Bixby Public Schools
109 N. Armstrong
Bixby, OK 74008

Dear Mr. Miller:

Assistance League® Tulsa is excited to have the opportunity to work with your school district by providing school clothing for elementary students in need, through our Operation School Bell® program. We work with all Tulsa County School Districts, using the Free and Reduced Lunch report provided by the State Department of Education each spring. Any individual school site that has 30% or more of their students receiving Free and Reduced Lunch qualifies for our Operation School Bell program.

Last fall we had a request from the counselor, Kacy Katibeh, at Bixby Central Elementary asking if we worked with the Bixby district. (She had come from the Jenks District and had worked with us there.) She shared the current Free Lunch numbers at her school and they did, indeed qualify for our program. We invited her to select the children with the greatest need and we invited them to the local Walmart to shop for needed school clothing that we paid for.

As we are planning for the program in the Tulsa County schools for the fall of 2023, we found that we had failed to provide your district with the appropriate documents for participation in Operation School Bell. We want to remedy that for 2023-24.

Please find included two copies of our School Agreements with your district. Our Assistance League officers have signed them both. Please sign them both and keep one for your records. Return the other to us in the enclosed envelope.

Please do not hesitate to contact us with any questions or concerns you may have.

Very sincerely,

A handwritten signature in black ink that reads 'Pat Banzhof'.

Pat Banzhof, President
Assistance League® Tulsa

Assistance League® Tulsa
Operation School Bell® Agreement with Bixby Public Schools

This agreement is entered into by Assistance League® Tulsa, hereinafter referred to as Assistance League, located at 5350 E. 31st Street, Tulsa, OK 74135 and Bixby Public Schools, hereinafter referred to as school/district, located at 109 N. Armstrong, Bixby, OK 74008 .

1. Operation School Bell® is a philanthropic program designed by Assistance League to help provide any or all of the following (clothing and books) or other like services as designated in this agreement.
2. **Obligations of Assistance League**
 - A. Assistance League shall furnish new clothing and books for recommended elementary school children in Tulsa area school districts. This service will occur at a local retail store and shall continue as needed until designated program funds are exhausted.
 - B. Assistance League shall assume all financial obligations relative to the provision or purchase of the items described in 2A.
 - C. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.
 - D. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold the school/district harmless against all claims arising as a result of the sole negligence or willful misconduct of Assistance League.
 - E. Assistance League shall evaluate the program every year and ask for input from the school/district.
3. **Obligations of the school/district**
 - A. The school/district shall maintain liability insurance coverage for this program and shall defend, indemnify and hold Assistance League harmless against all claims and damages that are the fault of the school/district.
 - B. Appoint a contact person to interface with Assistance League.
 - C. School personnel shall identify prospective recipients or participants.
 - D. The school shall notify the families of participants of date, time and location of the service to be provided and that the family will be responsible for transportation of students to the location.
 - E. The school shall handle all necessary paperwork relative to the students' participation in the program.
4. **Public relations**
 - A. Assistance League shall have prominent identification with the program.
 - B. Assistance League shall reserve the right to review and approve all publicity releases, brochures and other materials relative to the program, all of which shall mention Assistance League.
 - C. Photos and names of recipients shall not be used without written permission of those involved.

5. Term, Renewal and Termination

- A. The term of this agreement is three (3) years, together with four (4) three (3) year renewal periods. This agreement shall automatically renew every three years on the same terms and conditions, unless modified in writing, for a maximum of four (4) renewals.

- B. It is the intention of Assistance League to continue the program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of the agreement, it may terminate this agreement by giving ninety (90) days' written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

6. Memorandum of Understanding/Other Agreements

If a Memorandum of Understanding or other agreement is required by School/District, attach a copy to this agreement. It is the responsibility of Assistance League to have Memorandum of Understanding and other documents reviewed by legal counsel.

Additional documents attached: Yes _____ No _____

7. Signatures and dates

Assistance League® Tulsa

Pat Banzhof
President

PAT BANZHOF
Printed Name

5-2-2023
Date

Aletha Keel
Secretary

Aletha Keel
Printed Name

5-2-2023
Date

Yolanda Taylor
Vice President Philanthropic Program

Yolanda Taylor
Printed Name

5-2-2023
Date

Bixby Public Schools

R. B. Miller
Signature

R. B. Miller
Printed Name / Title

5/8/2023
Date

Signature

Printed Name / Title

Date

Assistance League® Tulsa
Operation School Bell® Agreement with Bixby Public Schools

This agreement is entered into by Assistance League® Tulsa, hereinafter referred to as Assistance League, located at 5350 E. 31st Street, Tulsa, OK 74135 and Bixby Public Schools, hereinafter referred to as school/district, located at 109 N. Armstrong, Bixby, OK 74008 .

1. Operation School Bell® is a philanthropic program designed by Assistance League to help provide any or all of the following (clothing and books) or other like services as designated in this agreement.
2. **Obligations of Assistance League**
 - A. Assistance League shall furnish new clothing and books for recommended elementary school children in Tulsa area school districts. This service will occur at a local retail store and shall continue as needed until designated program funds are exhausted.
 - B. Assistance League shall assume all financial obligations relative to the provision or purchase of the items described in 2A.
 - C. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.
 - D. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold the school/district harmless against all claims arising as a result of the sole negligence or willful misconduct of Assistance League.
 - E. Assistance League shall evaluate the program every year and ask for input from the school/district.
3. **Obligations of the school/district**
 - A. The school/district shall maintain liability insurance coverage for this program and shall defend, indemnify and hold Assistance League harmless against all claims and damages that are the fault of the school/district.
 - B. Appoint a contact person to interface with Assistance League.
 - C. School personnel shall identify prospective recipients or participants.
 - D. The school shall notify the families of participants of date, time and location of the service to be provided and that the family will be responsible for transportation of students to the location.
 - E. The school shall handle all necessary paperwork relative to the students' participation in the program.
4. **Public relations**
 - A. Assistance League shall have prominent identification with the program.
 - B. Assistance League shall reserve the right to review and approve all publicity releases, brochures and other materials relative to the program, all of which shall mention Assistance League.
 - C. Photos and names of recipients shall not be used without written permission of those involved.

COMMODITY PROCESSING CONTRACT

THIS AGREEMENT is made by the between Bixby Independent. School District Number Four of Tulsa County, ("School District") and Barlow Education Management Services, LLC ("Barlow")

A. Project Goals:

1. To provide savings to School District through participation in the Barlow Commodity Processing Network.
2. To coordinate the purchase of commodity processed food items for School District for school year 2023-2024.
3. To monitor and facilitate the supply chain of commodity processed food items from the manufacturer to the School District.
4. To assist in the forecast of and diversion of raw commodity foods for School District to the manufacturer; of which, the finished products will deliver and invoice in the 2024-2025 school year.

B. Project Format:

1. Issue and execute a Request for Pricing on behalf of the Barlow Network to food manufacturers and create competitive pricing and seamless ordering.
2. Assist School District in completion of USDA Commodity Forecast Sheets.
3. Divert commodities on behalf of School District to food manufacturers.
4. Order finished commodity processed items on behalf of school district as per district approval.
5. OR, if school district chooses the Net-Off-Invoice method—assist school district in getting this process set-up.
6. Monitor district's commodity balances and provide guidance and assistance for utilizing balances.
7. Assist is completion of reports as required by State Commodity office.
8. Coordinate annual meeting between client school districts and vendors.

C. Personnel Assigned to Complete the Project:

1. All work assigned will be facilitated/completed by Marcia Curley, Barlow Child Nutrition Consultant.

D. Project Fees:

Project Goals #1-4: \$3,300.00
Total Project Goals Fee: \$3,300.00

E. Other Terms:

1. A minimum of one on-site visit is included in the Project Fees. Telephone and email support are unlimited. Additional site visits will incur mileage and tolls as per the current IRS rates for reimbursement.
2. Additional services (examples include, but not limited to, assistance with NutriKids; assistance with procurement and bid processes; state or federal compliance issues; and/or staff training) may be provided at the rate of \$95/hour.
3. Project Goals Fee will be invoiced upon execution of this Contract.

F. Renewal:

This Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2024.

BY: _____
School District Representative Date

BY: 
Barlow Education Management Services

****Retain this Contract for your files. Please fax or mail a copy to: Barlow Education Management Services****

**2022-2023
CERTIFIED PERSONNEL
EMPLOYMENT**

TEMPORARY CONTRACT

Wes Coleman	Summer School Supervisor	High School	05/23/2023
Michael Cox	Summer School Teacher	High School	05/23/2023
Lori Heard	Summer School Teacher	High School	05/23/2023
Allison Morris	Summer School Teacher	High School	05/23/2023
Kelley Rampey	Summer School Teacher	High School	05/23/2023
Dolly Scott	Summer School Teacher	High School	05/23/2023
Roy Hunter	Indian Ed Summer School Tutor	High School	05/23/2023

ADJUNCT COACHING

Rylie Littlejohn	Head Girls Basketball Coach	High School	06/01/2023
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EMPLOYMENT 2023-2024

Julie Adams	Teacher	Central Elementary	08/14/2023
Melanie Ankersheil	Counselor	East Intermediate	08/14/2023
Mikki Bailey	Teacher	North Intermediate	08/14/2023
Monica Boler	Teacher	Central Elementary	08/14/2023
Jennifer Boulmay	Teacher	West Elementary	08/14/2023
Paula Clayton	Teacher	Central Intermediate	08/14/2023
Eric Covey	Teacher	High School	08/14/2023
Rachel Eckert	Teacher	East Elementary	08/14/2023
Regina Foster	Teacher	High School	08/14/2023
Jessica Graham	Teacher	Central Elementary	08/14/2023
Jennifer Harrison	Teacher	West Elementary	08/14/2023
Brenna Humphrey	Teacher	High School	08/14/2023
Nathan Jones	Teacher	High School	08/14/2023
Danial Karnes	Teacher	High School	08/14/2023
Kelsey Lane	Teacher	Central Elementary	08/14/2023
Delyn McBride	Counselor	High School	08/14/2023
Justine Milburn	Teacher	West Elementary	08/14/2023
Matthew Myers	Teacher	High School	08/14/2023
LaTosha Newsom	Teacher	West Elementary	08/14/2023
Kristina Peters	Teacher	East Intermediate	08/14/2023

Submitted to Board of Education May 11th, 2023

Nicholas Roller	Teacher	Middle School	08/14/2023
Shad Scarborough	Teacher	9th Grade Center	08/14/2023
Crystal Smerczynski	Teacher	North Intermediate	08/14/2023

RESIGNATION AGREEMENTS

Ashley Barker	Teacher	Middle School	05/19/2023
Kim Cornelison	Teacher	West Elementary	05/19/2023
Karla Coulson	Teacher	High School	05/19/2023
Alicia Bulleigh	Teacher	Central Elementary	05/19/2023
Bailey Dean	Teacher	Central Intermediate	05/19/2023
Tammi Ellis	Teacher	High School	05/19/2023
Victoria Frisella	Teacher	East Elementary	05/19/2023
Katie Gallamore	Teacher	Central Elementary	05/19/2023
Joy Gallart	Teacher	High School	06/30/2023
Brandie Galvin	Teacher	Middle School	05/19/2023
Tori Gooding	Teacher	Central Elementary	05/19/2023
Sheree Henderson	Teacher	High School	05/19/2023
Kacy Katibeh	Counselor	West/Central Elem	05/19/2023
Skylar MarlowFuson	Teacher	Middle School	05/19/2023
Rebekah Mason	Teacher	Central Elementary	05/19/2023
Kelly Mears	Principal	North Elementary	06/30/2023
Janine Mendoza	Teacher	North Elementary	05/19/2023
Michael Nelson	Teacher	9th Grade Center	05/19/2023
Kelsey Plummer	Teacher	North Intermediate	05/19/2023
Jessie Ramsey	Teacher	Middle School	05/19/2023
Linda Ricks	Principal	9th Grade Center	06/30/2023
Keighley Sallee	Teacher	Middle School	05/19/2023
Dana Stuff	Teacher	High school	05/19/2023
Jessica Taylor	Teacher	Central Intermediate	05/19/2023
Maici Turner	Teacher	Central Elementary	05/19/2023
Olivia Walker	Teacher	Central Intermediate	05/19/2023
Sue Ward	Teacher	High School	05/19/2023
Tristen Watkins	Teacher	Central Intermediate	05/19/2023

Submitted to Board of Education May 11th, 2023

2022-2023
SUPPORT PERSONNEL

EMPLOYMENT FOR THE 2022-2023 SCHOOL YEAR
SUBJECT TO JOB ASSIGNMENT BY THE SUPERINTENDENT

VOLUNTEER COACHING

TEMPORARY EMPLOYMENT

ADJUNCT EMPLOYMENT 2022-2023

EMPLOYMENT 2022-2023

Steven LaGoe	Bus Driver	Transportation	5/08/2023
Megan Schauer	Records Clerk	East Elementary	4/10/2023
Lindsay Sherman	Paraprofessional	High School	4/24/2023

RESIGNATION AGREEMENTS

Ashley Alaniz	Secretary	East Intermediate	6/01/2023
Allison Skipper	Paraprofessional	East Elementary	5/19/2023
Anett Balogh	Health Clerk	9th Grade Center	5/19/2023
Anna Carlisle	Paraprofessional	Central Elementary	5/19/2023
Yolanda Delrio	Food Service Asst	Child Nutrition	4/18/2023
Emma Dilbeck	Paraprofessional	High School	5/19/2023
Katelyn Ensley	Paraprofessional	Central Elementary	5/19/2023
Annia Houskeeper	Paraprofessional	North Intermediate	5/19/2023
Justina Joyce	Paraprofessional	9th Grade Center	4/17/2023
Deborah Magnon	Paraprofessional	West Intermediate	5/19/2023
Kathleen Allyson Mays	Office Aide	North Elementary	5/19/2023
Paul Neafus	Custodian	Maintenance	4/18/2023
Cameron Palmer	Paraprofessional	Central Intermediate	5/19/2023
Shelette Paulino	Paraprofessional	North Elementary	5/19/2023
Lori Ryan	Paraprofessional	North Elementary	5/19/2023
Leah Ryan	Paraprofessional	West Elementary	5/19/2023
Kayla Smith	Paraprofessional	North Intermediate	4/06/2023
Tasha Sturdivant	Food Service Asst	Child Nutrition	4/14/2023
Skylar Thomas	SLP-A	North Intermediate	5/31/2023
CaSara Thompson	Admin Assistant	Special Education	5/17/2023
Hannah Vandecar	Paraprofessional	North Elementary	5/19/2023
Bobbie Williams	Food Service Asst	Child Nutrition	4/27/2023
Sandra Williams	Bus Driver	Transportation	5/05/2023
Jackie Wineland	Food Service Asst	Child Nutrition	5/20/2023

TERMINATIONS

Submitted to the Board of Education: April 6th, 2023

GENERAL FUND PURCHASE ORDER REQUEST FORM

FY	FUND	PROJECT REPORTING	FUNCTION	OBJECT	PROGRAM	SUBJECT	JOB CLASS	OPER. UNIT

FROM BIXBY PUBLIC SCHOOLS
109 N. ARMSTRONG
BIXBY, OKLAHOMA 74008

DATE OF REQUEST: 4/26/2023

TO American Bus Sales
Tulsa Ok

SPECIAL INSTRUCTIONS

	Qty Requested	Name, Catalog No., Kind, Size, Description	Unit Cost	Total
1	1	2021 Blue Bird FE	\$ 98,055.00	\$ 98,055.00
2	2	Blue Bird Vidsion 71 Passenger <i>2019 WAC</i>	\$ 92,055.00	\$ 184,110.00
3	1	2020 Blue Bird FE 59 passenger with WC/lift A/C	\$ 106,455.00	\$ 106,455.00
4		A/C		-
5	4	GPS installed	\$ 1,000.00	\$ 4,000.00
6				-
7				-
8				-
9				-
10				-
11				-
12				-
13				-
14				-

Subtotal \$ 392,620.00
Estimate of Shipping _____
Total \$ 392,620.00

Requested by: Hayes

Approved By:

REMARKS (State need and use for these materials):

THIS IS NOT A PURCHASE ORDER. This form, when completed, should be presented to the administrator in charge of type of purchase. **AFTER APPROVAL AND CODING**, it will be presented to the business office for processing. The purchase order, with a purchase order number, will be returned to you to place the order.



American Bus Sales, LLC
 Collinsville, Oklahoma 74021
 Phone: 866-574-9970 · 918-205-5000 · Fax: 918-205-5009
 www.americanbussales.net

Date: April 10, 2023
 Purchaser's Name: Bixby Public Schools
 Attn: Mary McBryer
 Street Address: P.O. Box 160
 City: Bixby State: OK ZIP: 74008
 Email: mmcbryar@bixbyps.org
 Phone: 918-366-2279

2021 Blue Bird All American FE 83 Passenger - 3811

Unit #:	3811	Mileage:	30,000-40,000*	Capacity:	83 Passenger
Year:	2021	Make:	Blue Bird	Model:	All American FE
Engine:	6.7L Cummins (220 HP)	Transmission Model:	A2500 Automatic	Brakes:	Air
Warranty:	Extended warranty available upon request				

Length:	40 Foot	Exterior Color:	White roof Yellow	Interior Color:	Brown fireblock upholstery
Wheels :	Powder coated black wheels	Driver's Seat:	Air w/ arm rest	Interior Options:	Full acoustic headliner Noise Suppression Switch
Fuel Tank Capacity:	100 Gallon	Seating Style:	Standard S3B Seats	Climate Control:	Optional
Storage:		Entrance Door:	Air	Technology:	AM/FM Radio
Chassis Options:	11R22.5 Tires 12V power outlet 240 amp Alternator Bendix air dryer AD-9 Cruise control Daytime running lights Engine block heater Mud flaps Tow hooks	Body Options:	2 roof hatches 4 push-out windows 5/8" plywood floor 77" Headroom Heated & Power Rearview Mirrors LED light package Tinted windows Vandal lock	Featured Options:	

Your bus(es) Will Include:
Completely serviced lube, oil, and filters, 75% or better tires and brakes, all mechanical parts in normal working order, letter to school specifications, wheels and bumper painted, Oklahoma School Bus inspection, 30 day bumper to bumper warranty
1. (3) Evap. AC Option \$15,400.00

Qty	Price(each)	Total
1	\$97,900.00	\$97,900.00
	Doc Fee	\$155.00
	Total Price	\$98,055.00
FOB: Collinsville, OK		

Prepared By: Eric Edwards | eric@americanbus.us | 918.205.5000 x110

All vehicles subject to prior sale. Quote is valid for 30 days



American Bus Sales, LLC
 Collinsville, Oklahoma 74021
 Phone: 866-574-9970 · 918-205-5000 · Fax: 918-205-5009
 www.americanbussales.net

Date: April 10, 2023
 Purchaser's Name: Bixby Public Schools
 Attn: Mary McBryer
 Street Address: P.O. Box 160
 City: Bixby State: OK ZIP: 74008
 Email: mmcbyar@bixbyps.org
 Phone: 918-366-2279

2019 Blue Bird Vision 71 Passenger - 3802

Unit #:	3802	Mileage:	30,000-40,000*	Capacity:	71 Passenger
Year:	2019	Make:	Blue Bird	Model:	Vision
Engine:	6.7L Cummins	Transmission Model:	A2500 Automatic	Brakes:	Hydraulic
Warranty:	Extended warranty available upon request				

Length:	37 Foot	Exterior Color:	White roof Yellow	Interior Color:	Brown fireblock upholstery
Wheels :	Powder coated black wheels	Driver's Seat:	Adjustable with arm rest	Interior Options:	Front acoustic headliner Noise Suppression Switch
Fuel Tank Capacity:	100 Gallon	Seating Style:	Standard S3B Seats	Climate Control:	Dual air conditioning system
Storage:	Accessory compartment over windshield	Entrance Door:	Manual	Technology:	AM/FM Radio
Chassis Options:	11R22.5 Tires 12V power outlet 240 amp Alternator Cruise control Daytime running lights Engine block heater Mud flaps Tilt/Telescopic steering column Tow hooks	Body Options:	2 roof hatches 4 push-out windows 5/8" plywood floor 77" Headroom Heated Rearview Mirrors LED light package Tinted windows Vandal lock	Featured Options:	

Your bus(es) Will Include:
Completely serviced lube, oil, and filters, 75% or better tires and brakes, all mechanical parts in normal working order, letter to school specifications, wheels and bumper painted, Oklahoma School Bus inspection, 30 day bumper to bumper warranty

Qty	Price(each)	Total
1	\$91,900.00	\$91,900.00
	Doc Fee	\$155.00
	Total Price	\$92,055.00
FOB: Collinsville, OK		

x2

Prepared By: Eric Edwards | eric@americanbus.us | 918.205.5000 x110



American Bus Sales, LLC
 Collinsville, Oklahoma 74021
 Phone: 866-574-9970 · 918-205-5000 · Fax: 918-205-5009
 www.americanbussales.net

Date: April 10, 2023
 Purchaser's Name: Bixby Public Schools
 Attn: Mary McBryer
 Street Address: P.O. Box 160
 City: Bixby State: OK ZIP: 74008
 Email: mmcbryar@bixbyps.org
 Phone: 918-366-2279

2020 Blue Bird All American FE 59 Passenger + 2 Wheelchair - 3794

Unit #:	3794	Mileage:	19,096	Capacity:	59 Passenger + 2 Wheelchair Station (77 size)
Year:	2020	Make:	Blue Bird	Model:	All American FE
Engine:	6.7L Cummins	Transmission Model:	A2500 Automatic	Brakes:	Air
Warranty:	Manufacturer Warranty				

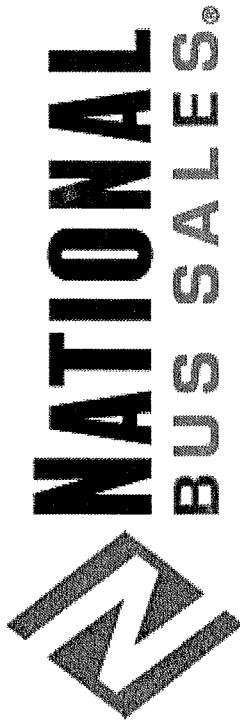
Length:	40 Foot	Exterior Color:	White roof Yellow	Interior Color:	Brown fireblock upholstery
Wheels :	Powder coated black wheels	Driver's Seat:	Air w/ arm rest	Interior Options:	Full acoustic headliner Noise Suppression Switch
Fuel Tank Capacity:	100 Gallon	Seating Style:	Standard S3B Seats	Climate Control:	Optional
Storage:	2 - 6' Underbody storage	Entrance Door:	Air	Technology:	AM/FM Radio
Chassis Options:	11R22.5 Tires 12V power outlet 240 amp Alternator Bendix air dryer w/ heat Cruise control Daytime running lights Engine block heater Mud flaps Tow hooks	Body Options:	2 roof hatches 4 push-out windows 5/8" plywood floor 77" Headroom Braun Lift Heated & Power Rearview Mirrors LED light package Tinted windows Vandal lock	Featured Options:	

Your bus(es) Will Include:
Completely serviced lube, oil, and filters, 75% or better tires and brakes, all mechanical parts in normal working order, letter to school specifications, wheels and bumper painted, Oklahoma School Bus inspection, 30 day bumper to bumper warranty
1. (2) Evap. AC Option \$12,400

Qty	Price(each)	Total
1	\$93,900.00	\$93,900.00
	Doc Fee	\$155.00
	Total Price	\$94,055.00
FOB: Collinsville, OK		

Prepared By: Eric Edwards | eric@americanbus.us | 918.205.5000 x110

----- Forwarded message -----
 From: **Matt Danzi** <assistance@nationalbussales.dsmessage.com>
 Date: Mon, Apr 24, 2023 at 9:04 AM
 Subject: School Bus Quote's - Matt @ National Bus Sales
 To: <mmcbryar@bixbyps.org>



Hi Mary,

I listed below the Blue Bird buses i have available at this time, these are gas engine buses and i will keep my eye out for any others that might come available. They are quoted as pre-owned plus condition. Let me know if I can help or if you have any questions/

- 2018 Blue Bird Vision 72 passenger - Gas engine - Has A/C - Air brake - mid 60,000 miles - \$76,900.00 FOB Tulsa
- 2018 Blue Bird Vision 72 passenger - Gas engine - Has A/C - Air brake - mid 70,000 miles - \$71,900.00 FOB Tulsa
- 2022 Blue Bird Vision 77 passenger - Gas engine - No A/C - Air brake - upper 20,000 miles - \$89,900.00 FOB Tulsa

All Pre Owned Plus That Go Through Our Shop Include:

- Drive train (engine and transmission) is in sound condition
- Tires and Brakes will pass inspection
- A thorough inspection covering all aspects of the bus
- Fully serviced: Lube, Oil, and Filter
- Fully detailed, Cleaned and washed
- OK State DOT Inspection
- Black Lettering on sides

Thank you,

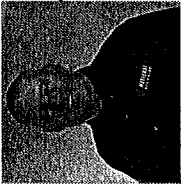
Matt Danzi
Regional Sales Manager
National Bus Sales
 8649 S Regency Dr.
 Tulsa, OK 74131

4/26/23, 10:41 AM

Bixby Public Schools Mail - Fwd: School Bus Quote's - Matt @ National Bus Sales

E: matt@nationalbus.com
O: 800-475-1439 Ext. 305
C: 918-852-6310
<https://nationalbus.com>

Please send attachments or scanned documents to matt@nationalbus.com to help us serve you better.



NATIONAL
BUS SALES.



Sherry McIntyre <smcintyre@bixbyps.org>

BizTown Contract

1 message

Libby VanDolah <lvandolah@bixbyps.org>
To: Sherry McIntyre <smcintyre@bixbyps.org>
Cc: Rob Miller <rmiller@bixbyps.org>

Thu, Apr 6, 2023 at 3:30 PM

Hi Sherry!

Can you add it to the next board meeting agenda (for NEXT April 2024)? I would appreciate it!

A few things to note for the contract:

- North Intermediate
- 5th Grade
- approximately 160 students
- We will use Bridge the Gap money

I spoke with Rob about this contract but if you have any questions, just holler!! Thank you!

--

Libby VanDolah

Principal
North Intermediate
lvandolah@bixbyps.org
(918) 366-2671 (office)



 **2023-2024 Public School Contract.pdf**
197K



"To Inspire and Prepare Young People to Succeed in a Global Economy"

CONTRACT

This Agreement is made and entered into this _____ day of _____, 20____, by and between Junior Achievement of Oklahoma, Inc., an Oklahoma non-profit corporation ("Junior Achievement") and The Independent School District No. ____ of _____ County, Oklahoma a/k/a _____ Public Schools (the "District"), for the purpose of securing certain services to be provided by Junior Achievement for the 2023-2024 academic school year.

RECITALS:

WHEREAS, Junior Achievement is the owner and operator of a Junior Achievement Facility used for interactive instructional programs (including, but not limited to "JA BizTown®"); and

WHEREAS, Junior Achievement provides, at the Junior Achievement Facility, a hands-on learning environment designed to supplement and reinforce student curriculum correlated to the Oklahoma State Standards and Common Core through the use of technology and real-life application in Junior Achievement's "JA BizTown Program"; and

WHEREAS, Junior Achievement has agreed to provide the District with access to the JA Tulsa Facility and to the JA BizTown Program on the terms and conditions set forth herein.

NOW, THEREFORE, Junior Achievement and the District agree as follows:

1. Junior Achievement agrees to enroll _____ of the District's _____ (grade options for curriculum delivery 4-5-6) grade students in the JA BizTown Program. In addition, Junior Achievement agrees to provide the following services and materials in support of the JA BizTown Program:
 - Technical assistance and training for teachers and staff of the District, including curriculum and program materials and such other materials and assistance as are necessary for the implementation of the JA BizTown Program in the District's curriculum.
 - On-line training & onsite training of parent/community volunteers.
 - On-site training of teachers at the Junior Achievement Facility.
 - Support and program assistance at the Junior Achievement Facility for each school group participating in the JA BizTown Program.
 - All necessary materials for implementation of the JA BizTown Program as a part of the District's in-school curriculum and on-site participation.
2. Junior Achievement will provide the JA BizTown Program in a safe and appropriate facility that supports and fosters learning. This facility is located at 3947 South 103rd East Avenue, Tulsa, Oklahoma.
 - If for any reason (ie: inclement weather, school district decision to cancel school day, or an Act of God) students are not able to attend the on-site portion of the JA BizTown Program as scheduled, Junior Achievement will make every attempt to reschedule with the District. If no arrangements can be made for the on-site portion of the JA BizTown Program, Junior Achievement will refund 25% of the student fees for those students who are unable to be rescheduled. Twenty-five percent of the student fee represents that portion of the on-site visit.

Seventy-five percent of the student fee represents program pieces that occur prior to or are delivered in the classroom to participating students.

3. The District will pay Junior Achievement Thirty Dollars (\$30.00) for each of the District's students who enroll in the JA BizTown Program, including the experiential learning on-site portion of the Program, not to exceed a maximum of _____ Dollars (\$_____) for the 2023-2024 year. Enrollment is based on the number of student curriculum given to each school in the District.
 - Payment is due within **30 days** of receipt of JA BizTown student materials.
 - Registration of students who will participate in the JA BizTown Program will be delivered to Junior Achievement at the beginning of each semester.
 - By accepting the District's registration and payment, Junior Achievement agrees to provide the JA BizTown Program (both curriculum and on-site experience) to each enrolled student.
4. In addition to the fee for enrollment, the District agrees to provide the following personnel and/or support for its students participating in the JA BizTown Program:
 - The District will provide a coordinator for each school who will act as liaison and will assist Junior Achievement and individual teachers and students in their participation in the JA BizTown Program.
 - The District will require participating teachers to attend a JA BizTown training session and assume the responsibility for providing any necessary substitute teachers with notification to Junior Achievement of staff changes pertaining to the JA BizTown Program curriculum.
 - Use the JA BizTown Program curriculum and materials with the understanding that they are the sole property of Junior Achievement and may not be shared, given away, copied or in any way distributed to or used by any party other than those set forth in this contract.
 - The District will provide transportation to and from the Junior Achievement Facility for all enrolled students.
 - On the day of the site visit, the District will provide at least 14 (and a maximum of 18-20) Junior Achievement trained volunteers for students participating in the JA BizTown Program to facilitate the individual JA BizTown businesses and assist with the day's activities.
 - The District will implement the JA BizTown Program into its curriculum so that students are prepared to participate in advance of their attendance at the Junior Achievement Facility. If the students have not been adequately prepared prior to their visit to the on-site facility they will not receive maximum learning benefit of the program.
 - The District will obtain and maintain a parental consent form and a photo release form for each participating JA BizTown Program student with notification to Junior Achievement staff. Students may be present during Junior Achievement media opportunities. Junior Achievement will notify the school of any scheduled media visits.
 - The District will schedule individual classes from participating schools through coordination with Junior Achievement and JA BizTown Program staff. There is a maximum of 114 students who can participate on any given JABT day. Allowance for additional students must be discussed with the JA BizTown Manager.

- The District will provide or make arrangements for student lunches for each student enrolled in the JA BizTown Program.
5. Junior Achievement agrees that it will maintain student privacy and confidentiality, as required by state and federal law and implementing regulations.
 6. Junior Achievement agrees to and shall defend, indemnify and hold the District, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages that are directly caused by or directly result from the gross negligence or willful misconduct of Junior Achievement, its officers, agents, employees or contractors.
 7. Junior Achievement agrees that, prior to entering into this Agreement, Junior Achievement has obtained a commercial general liability insurance policy insuring Junior Achievement in an amount not less than \$125,000 for personal injury to or the death of any individual, and \$1,000,000 in the aggregate for personal injury or death. Junior Achievement must maintain such insurance policy at all times while this Agreement is in effect. Junior Achievement agrees to furnish the District, upon request, with a copy of its current insurance policies, together with assurance that, if its insurance policies are cancelled during the term of this Agreement, Junior Achievement must immediately notify the District.
 8. This Agreement may only be amended or modified in writing, executed by both parties.
 9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

Dated this _____ day of _____, 20_____.

Junior Achievement of Oklahoma, Inc.

The Independent School District No. _____ of
 _____ County, Oklahoma,
 a/k/a _____ Public Schools

Shannan Beeler

By: _____
 Shannan Beeler, President

By: _____
 Superintendent or Board Chair



"Empowering young people to own their economic success"



Nabholz Construction - HQ
 10319 E 54th Street
 Tulsa, Oklahoma 74146
 Phone: (918) 632-7200

Project: 03-22-2364 - BPS - ACADEMIC BUILDING
 601 S RIVERVIEW DRIVE
 BIXBY, Oklahoma 74008

Prime Contract Potential Change Order #031: PR 021 - Geofoam Stair Details

TO:	Bixby Public Schools 601 S Riverview Drive, Oklahoma 74008	FROM:	Nabholz Construction - Tulsa 10319 East 54th St Tulsa, Oklahoma 74146
PCO NUMBER/REVISION:	031 / 0	CONTRACT:	03-22-2364 - BPS - Academic Building
REQUEST RECEIVED FROM:		CREATED BY:	Jordan Knutson (Nabholz Construction Corporation)
STATUS:	Pending - In Review	CREATED DATE:	3/24/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: PR 021 - Geofoam Stair Details

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
 PR 021 - Geofoam Stair Details

ATTACHMENTS:

#	Budget Code	Description	Amount
1	03-0010.SUB LITHKO CONTRACTING.SUBCONTRACT	Geofoam Stair & Concrete Revisions	\$153,602.61
2	09-2116.SUB MIDWEST DRYWALL.SUBCONTRACT	Deleted CFMF Landings	\$(5,300.00)
3	90-0016.OTH SCOPE BUY-OUT.OTHER	Contingency Expenditure	\$(148,302.61)
Grand Total:			\$0.00

Sarah King (KKT Architects)

Bixby Public Schools

Nabholz Construction - Tulsa

601 S Riverview Drive, Oklahoma 74008

10319 East 54th St
 Tulsa, Oklahoma 74146

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



SUBCONTRACTOR C.O. REQUEST BREAKDOWN FORM

Complete and submit this form, along with all 2nd tier subcontractor break-downs, for any and all change order requests made for the below referenced project.

Project Name:	Bixby High School Academic Building
Nabholz Project #:	03-22-2364
Reference Document:	Geofoam PR
Request Description:	Geofoam PR

MATERIAL AND EQUIPMENT

Quantity	Units	Description	Add/Deduct	
1	LS	Geofoam Included in Base Bid	-\$12,902.85	
1	LS	Geofoam W/ Stadium Seating Riser System	\$86,920.00	
57	CY	Concrete	\$7,410.00	
4	TN	Rebar	\$6,400.00	
1	EA	Forklift (4 days)	\$2,145.56	
1	%	Performance Bond	\$1,522.02	
			Total:	\$91,494.73
			Sales Tax:	
			Section Subtotal:	\$91,494.73

MANPOWER

Position	Hours	Rate		Subtotal		Per Diem		Add/Deduct	
Carpenter	318	@	\$46.78	=	\$14,876.04	+		=	\$14,876.04
Field Lead	24	@	\$64.36	=	\$1,544.64	+		=	\$1,544.64
Finisher	414	@	\$50.80	=	\$21,031.20	+		=	\$21,031.20
		@		=	\$0.00	+		=	\$0.00
		@		=	\$0.00	+		=	\$0.00
								Section Subtotal:	\$37,451.88

Note: Include Labor burden in Hourly Rate

2ND TIER SUBCONTRACTOR

Contractor Name	Description of Work	Add/Deduct	
Brundage Bone	additional pumping costs	\$12,000.00	
Liberty Steel	Install additional rebar	\$2,000.00	
		Section Subtotal:	\$14,000.00

Note: Attach this C.O. Request Form filled out by Subcontractor

CERTIFICATION

Company:	Lithko Contracting	Request Subtotal:	\$142,946.61
Signature:		Overhead:	\$5,198.44
Name/Title:	Kyle Sherrill - Project Coordinator	Fee:	\$5,457.57
Date:	3/13/2023	REQUEST TOTAL:	\$153,602.62



ate 3/13/23
Project: Bixby High School Academic Building
Address :Bixby, OK

Name : Jordan Knutson
Via Email: Jordan.knutson@nabholz.com

PCO #007 – Geofoam Stairs

We wish to provide you with this proposal for the additional concrete work outlined below for the above referenced project. All work is to be performed in accordance with Plans and Specifications unless noted otherwise. Please issue the appropriate change order to be included in our contract billing.

Price:\$153,602.62

Scope of Work:

- Credit provided for base bid geofoam material
- Additional labor to install added geofoam
- Additional labor to place/finish added geofoam concrete
- Reinforced with #3 rebar @ 12” O.C.E.W. per PR 021 drawings
- See attached drawings highlighting scope of work
- 16 ga. PREFoam System with steel riser plates
 - Includes structural calcs
 - Includes install shop drawings
 - EPS 15 foam
 - All necessary metal hardware
- Does not include installation of any structural steel members
- Light metal framing and gypsum board furnished and installed by others
- Includes 1 mobilization to return after stud walls have been installed

Qualifications:

- Geofoam to be installed prior to installation of stairs and after installation of light metal stud walls.

Sincerely,
Will Owen
Lithko Contracting, LLC
2740 N. Highway 167 Catoosa, OK 74015
M: (918)557-1322 O: 918-379-0500 F: 918-379-0126



Maxwell Supply

Maxwell Supply Company
3300 W. Reno Ave. Oklahoma City, OK 73107
405-943-3388
TOLL FREE: 800-365-3388
FAX: 405-947-1939
www.maxokc.com

Maxwell Supply Company
1809 S.W. 11th St. Lawton, OK 73501
580-248-3333
TOLL FREE: 866-767-3331
FAX: 580-248-3331
www.maxokc.com

Maxwell Supply of Tulsa
1719 North Sheridan Tulsa, OK 74115
918-836-8808
TOLL FREE: 800-999-8606
FAX: 918-834-3845
www.maxtulsa.com

Number	011572
Date	09/19/2022
Page	1

Ship-to: TEMP
LITHKO CONTRACTING, INC.
BIXBY SCHOOL - EPS FOAM
BIXBY, OK 00000

Bill-to: 2L7810
LITHKO CONTRACTING, INC.
ACCOUNTING DEPT.
PO BOX 62268
SHARONVILLE, OH 45262

Reference #	Slsp	Terms	Whse	Ship Via	
EPS FOAM QUOTE	100	Net 30 Days	01	TULSA	CUST

Quoted By: RGH	Quoted To:	Effective: 09/19/22	Expires: 10/04/22	Bid Date: 09/19/22
-----------------------	------------	----------------------------	--------------------------	---------------------------

Item	Description	Ordered	UM	Price	UM	Extension
EPS 15	# @ EPS 15 FOAM	3246.00	CF	3.975	CF	12902.85

THIS QUOTATION WILL EXPIRE 15 CALENDER DAYS FROM THE DATE OF QUOTATION.
 ANY / ALL SUBSTITUTIONS ARE SUBJECT TO THE ARCHITECT / ENGINEERS APPROVAL.
 NON-STOCK OR GREATER THAN STOCK QUANTITIES THAT ARE RETURNED FOR CREDIT WILL INCUR A 25% RESTOCK CHARGE PLUS RETURN FREIGHT.
 # NON-STOCK ITEMS ARE PLUS FREIGHT.
 @ ITEMS CAN NOT BE RETURNED FOR CREDIT, WITHOUT PRIOR APPROVAL.
 ANY / ALL QUANTITIES ARE FOR ESTIMATION PURPOSES ONLY, BEFORE ANY MATERIALS CAN BE ORDERED THE QUANTITIES MUST BE VERIFIED BY THE PURCHASING ENTITY.
 MATERIAL IS FOB TULSA, IF THE TOTAL QUANTITY IS SHIPPED AT ONE TIME AND TO ONE LOCATION.

Merchandise	Misc	Tax	Freight	Total
12902.85	.00	1150.55	.00	14053.40



Stadium Seating Enterprises, Inc.
 PO Box 6721
 San Diego, CA 92166
 Telephone: 844-PRE-FOAM
 (844.773.3626)
www.stadiumseating.com

SSE PREFOAM™ STADIUM SEATING RISER SYSTEM PROPOSAL

DESIGN & FABRICATION - MATERIAL ONLY - FOB JOBSITE

January 23, 2023

Project: BPS Bixby HS Academic, Bixby, OK

Stadium Seating Enterprises, Inc. ("SSE") is pleased to provide Lithko Contracting, LLC ("Client") with this proposal for the SSE PREFoam™ Stadium Seating Riser System.

SSE Quotation	
16ga PREFoam System Option <u>With</u> Installation Shop Drawings** (stairs only)	\$15,895.00
16ga PREFoam System Option <u>With</u> Installation Shop Drawings** (lecture hall only)	\$15,985.00
16ga PREFoam System Option <u>With</u> Installation Shop Drawings** (2 nd floor learning stair F + L only)	\$49,345.00
Structural Calcs	\$5,100.00
Optional Hotwire Cutter	\$ 595.00
Bid Qualifications	
Material Sales Tax:	Not Included. If appropriate, material sales tax to be added to the Purchase Order and invoiced accordingly. Tax Exempt Certificate to be provided for review and determination of acceptance by SSE's suppliers.
Tax Exempt Status:	
Quote Valid for Product Delivered by (pricing subject to change if ALL materials not delivered by this date)	03/31/2023
Bid Based on Plans Dated:	12/6/2022
Project Information	
EPS Type:	EPS 15
Scope of Work:	Limited to scope document(s) attached

This Proposal is good for a period of 30 days. This Proposal is also subject to change based on review of project specification manual and construction documents.

SSE and Client acknowledge and agree that this proposal and any resulting purchase orders are subject to the below inclusions/exclusions, estimated production/delivery schedule and is subject to Stadium Seating Enterprises' standard Terms and Conditions which can be found by [clicking here](#).

Sincerely,

Taylor B. Moson, President

Accepted by Authorized Representative:

Signature: _____

Title: _____

Name: _____

Company: _____


STADIUM SEATING ENTERPRISES PROPOSAL

All information contained within this proposal is confidential. This information is for the use of the intended receiver only and any distribution of this information without permission of SSE is strictly prohibited.



Stadium Seating Enterprises, Inc.
 PO Box 6721
 San Diego, CA 92166
 Telephone: 844-PRE-FOAM
 (844.773.3626)
 Web: www.stadiumseating.com

Comparing Your Stadium Seating Quote & Supplier

Supplier's name:			
Does the supplier guarantee that all inquiries will be answered within a 24-hour period?	✓		
Does the proposal provide product manufactured per ASTM D6817 or ASTM C578?	✓		
Does the supplier have UL certification specifically for ASTM D6817 physical properties not just ASTM C578?	✓		
Will each load be clearly marked with labeling for most block/steel component and contain information for exactly what is in each shipment?	✓		
Will the manufacturer supply a warranty for the physical properties of the materials?	✓		
Can the material be treated for the resistance of boring insects?	✓		
Can Drawings be provided with block and steel layouts detailing the placement for most pieces?	✓		
Can the supplier produce enough material to meet the requirements and needs of the project based on the required schedule?	✓		
Are telephonic contractor installation training sessions available?	✓		
Is a supplier's representative remotely available for consultation w/ engineer at job start-up?	✓		
Does the supplier have more than 100,000,000 Bd. Ft. of experience?	✓		

STADIUM SEATING ENTERPRISES QUOTATION

All information contained within this quotation is confidential. This information is for the use of the intended receiver only and any distribution of this information without permission of SSE is strictly prohibited.



MIDWEST DRYWALL CO., INC

4140 S. 87th East Ave. S.

Tulsa, OK 74145

www.mwdw.com

Job Name: 2260021 Bixby HS Academic Building

1. Change Order Title: PR 021		2. Number	<u>1</u>
3. Change Order Requested By - Nabholz Construction		4. Date	<u>2-Mar-23</u>
5. Owner and/or Architect-Engineer Change Order Request			
6. Material			<u>\$ (3,510)</u>
7. Equipment			<u>\$ -</u>
	8. Material and Equipment Sub-Total		<u>\$ (3,509.59)</u>
	9. Sales Tax @ <u>0.00%</u>		<u>\$ -</u>
10. Labor	<u>-31.00</u> Manhours @	<u>\$ 26.00</u> / Hour	<u>\$ (806.00)</u>
10. Labor (Overtime)	<u>0.00</u> Manhours @	<u>\$ 39.00</u> / Hour	<u>\$ -</u>
11. Labor Insurance & Taxes		<u>26%</u>	<u>\$ (209.56)</u>
12. Union Benefits		<u>30%</u>	<u>\$ (241.80)</u>
13. Tool Replacement	<u>5.00%</u> of Labor		<u>\$ (40.30)</u>
14. Out of town expenses	<u>0.00%</u> of Labor		<u>\$ -</u>
	15. Labor Sub-Total		<u>\$ (1,297.66)</u>
16. Equipment Rental			
Scissor Lift	<u>0.00</u> Hours @	<u>8.00</u> / Hour	<u>\$ -</u>
Lull	<u>0.00</u> Hours @	<u>30.00</u> / Hour	<u>\$ -</u>
Trash	<u>0.00</u> Hours @	<u>25.00</u> / Hour	<u>\$ -</u>
Hoisting	<u>0.00</u> Hours @	<u>100.00</u> / Hour	<u>\$ -</u>
	17. Equipment Rental Sub-Total		<u>\$ -</u>
18. Indirect Costs for this Change Order			<u>\$ -</u>
	19. CHANGE ORDER SUB-TOTAL COSTS		<u>\$ (4,807.25)</u>
	20. Overhead	<u>5.00%</u>	<u>\$ (240.36)</u>
	21. Sub-Total		<u>\$ (5,047.61)</u>
	22. Margin	<u>5.00%</u>	<u>\$ (252.38)</u>
	23. Sub-Total		<u>\$ (5,299.99)</u>
	24. (Credits)		<u>\$ -</u>
	25. Sub-Total		<u>(5,299.99)</u>
30. This Proposal May Be Withdrawn By us		26. Special Insurance	<u>\$ -</u>
If Not Accepted Within	<u>30</u> Days	27. Bond Premium	<u>\$ -</u>
31. Time Extension Required of	<u>0</u> Days	28. Total Price of Change	<u>(5,299.99)</u>
		29. Total of this change Order	<u>(\$5,300.00)</u>
32. Submitted By	<u>Lynn Reese</u> <u>Project Manager</u>		

Narrative: Deduct the CFMF structural framing at the Learning Stair landings per the PR 021 documents

START STRONG. FINISH STRONG



MIDWEST DRYWALL CO., INC

4140 S. 87th East Ave.

Tulsa, OK 74145

www.mwdw.com

Job Name: Bixby HS Academic Building

Title: PR 021

ITEM	DESCRIPTION	MATERIAL				LABOR			EQUIPMENT				TOTAL
		QUAN.	UNIT	RATE	MAT.	PROD.	M.H.	LABOR	EQ.	HR	RATE	EQUIP.	
1	1000S162-97	-200	LF	5.71	(\$1,142)		0.00		Scaffold		8.00	\$0	(\$1,142)
2	1000T125-97	-120	LF	5.31	(\$637)		0.00		Lull		30.00	\$0	(\$637)
3	1/2"x4x8 Metal Decking	-256	SF	6.70	(\$1,715)		0.00		Trash		25.00	\$0	(\$1,715)
4	Fasteners,shots & pins	-1	EA	15.19	(\$15)		0.00					\$0	(\$15)
5					\$0		0.00					\$0	\$0
6					\$0		0.00					\$0	\$0
7					\$0		0.00					\$0	\$0
8					\$0		0.00	\$0				\$0	\$0
9					\$0		0.00	\$0				\$0	\$0
10					\$0		0.00	\$0				\$0	\$0
11					\$0		0.00	\$0				\$0	\$0
12					\$0		0.00	\$0				\$0	\$0
13					\$0		0.00	\$0				\$0	\$0
14					\$0		0.00	\$0				\$0	\$0
15					\$0		0.00	\$0				\$0	\$0
16					\$0		0.00	\$0				\$0	\$0
17					\$0		0.00	\$0				\$0	\$0
18					\$0		0.00	\$0				\$0	\$0
	SUBTOTAL				(\$3,510)		0.00	\$0				\$0	



Nabholz Construction - HQ
10319 E 54th Street
Tulsa, Oklahoma 74146
Phone: (918) 632-7200

Project: 03-22-2364 - BPS - ACADEMIC BUILDING
601 S RIVERVIEW DRIVE
BIXBY, Oklahoma 74008

Prime Contract Potential Change Order #032: PR 018 Storm Tie-In

TO:	Bixby Public Schools 601 S Riverview Drive, Oklahoma 74008	FROM:	Nabholz Construction - Tulsa 10319 East 54th St Tulsa, Oklahoma 74146
PCO NUMBER/REVISION:	032 / 0	CONTRACT:	03-22-2364 - BPS - Academic Building
REQUEST RECEIVED FROM:		CREATED BY:	Jordan Knutson (Nabholz Construction Corporation)
STATUS:	Pending - In Review	CREATED DATE:	3/30/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: PR 018 Storm Tie-In

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

PR 018 Storm Tie-In

PR 018 consists of added site storm drainage system to pick up building storm (roof drains, elevator drains) that was not included on the Phase 3 documents. This adds 6 storm basins and approximately 600 LF of piping.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	31-1000.SUB EARTHWORK.SUBCONTRACT	Added Storm Drainage	\$68,765.32
2	90-0007.OTH EARTHWORK & STORM SEWER.OTHER	Allowance Expenditure	\$(68,765.32)
Grand Total:			\$0.00

Sarah King (KKT Architects)

Bixby Public Schools

Nabholz Construction - Tulsa

601 S Riverview Drive, Oklahoma 74008

10319 East 54th St
Tulsa, Oklahoma 74146

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



SUBCONTRACTOR C.O. REQUEST BREAKDOWN FORM

Complete and submit this form, along with all 2nd tier subcontractor break-downs, for any and all change order requests made for the below referenced project.

Project Name:	Bixby Academic Building
Nabholz Project #:	03-22-2364
Reference Document:	
Request Description:	PR-18 Storm Sewer Revisions 2-15-2023

MATERIAL AND EQUIPMENT

Quantity	Units	Description	Add/Deduct	
		Storm Pipe-Basins-Inserta Tees-Anchors-Bedding		
230	LF	15" HP	\$	5,290.00
372	LF	12" HDPE	\$	4,426.80
1	EA	18" Basin	\$	2,600.00
1	EA	15" Basin	\$	2,100.00
4	EA	12" Basin	\$	6,600.00
1	EA	36x36x6 Inserta Tee	\$	530.00
1	EA	24x24x15 Inserta Tee	\$	410.00
1	EA	15x15x8 Inserta Tee	\$	395.00
1	EA	12x12x6 Inserta Tee	\$	177.49
186	Tons	Standard Bedding	\$	3,433.56
95	CY	Spoils Removal	\$	1,425.00
89	HR	135 Excavator	\$	8,455.00
89	HR	Skid Steer Loader	\$	6,675.00
			Total:	\$42,517.85
			Sales Tax:	
			Section Subtotal:	\$42,517.85

MANPOWER

Position	Hours	Rate	Subtotal	Per Diem	Add/Deduct	
Superintendent	95	@ \$98.75	= \$9,381.25	+	=	\$9,381.25
Operator	89	@ \$50.27	= \$4,474.03	+	=	\$4,474.03
Labor	190	@ \$32.32	= \$6,140.80	+	=	\$6,140.80
		@	= \$0.00	+	=	\$0.00
		@	= \$0.00	+	=	\$0.00
					Section Subtotal:	\$19,996.08

Note: Include Labor burden in Hourly Rate

2ND TIER SUBCONTRACTOR

Contractor Name	Description of Work	Add/Deduct	
			Section Subtotal:

Note: Attach this C.O. Request Form filled out by Subcontractor

Section Subtotal: \$0.00

CERTIFICATION

Company:	Cherokee Builders, Inc.	Request Subtotal:	\$62,513.93
Signature:		Overhead:	\$3,125.70
Name/Title:	Nick Wolf - Estimator/Project Manager	Fee:	\$3,125.70
Date:	3/30/2023	REQUEST TOTAL:	\$68,765.32

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 11th day of May in the year 2023
(*In words, indicate day, month and year.*)

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

Bixby Public Schools
109 N. Armstrong
Bixby, OK 74008-4449
918.366.2200

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

Dewberry Architects Inc.
1350 S. Boulder Avenue, Suite 600
Tulsa, OK 74119-3209
918.587.7283

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

Bixby East Intermediate Gymnasium
11901 E. 131st St. South
Bixby, OK 74011

The Construction Manager (if known):
(*Name, legal status, address, and other information*)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and A134–2019™ 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 without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Reference Exhibit "A" Project Scope Letter. Further program development to be coordinated with Owner.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit "A" Project Scope Letter.

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

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

Owner's construction budget is \$2,250,000.00

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

.1 Design phase milestone dates, if any:

Refer to Exhibit "C" – Project Design Schedule for all schedule milestones.

Init.

- .2 Design Documents completion: Refer to Exhibit "C" – Project Design Schedule for all schedule milestones..
- .3 Construction commencement date:
To Be Determined by CMAR.
- .3 Substantial Completion date or dates:
To Be Determined by CMAR.
- .4 Other milestone dates:
N/A

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- 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.
- AIA Document A134–2019, 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 without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Mr. Rob Miller, Superintendent of Schools
Bixby Public Schools
109 N. Armstrong
Bixby, OK 74008-4449
918.366.2200

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

N/A

Init.

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

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

- .2 Land Surveyor:

N/A

- .3 Geotechnical Engineer:

TBD

(Paragraphs deleted)

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

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

D. Bruce Henley, AIA
Principal / Business Unit Manager
Dewberry Architects Inc.
1350 S. Boulder Avenue, Suite 600
Tulsa, OK 74119-3209
918.587.7283
bhenley@dewberry.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

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§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

360 Engineering Group, PLLC
1201 East 3rd Street
Tulsa, OK 74120-2605
918.518.1124
Elli Johannsson, P.E., S.E.

.2 Mechanical Engineer:

EDA + FKI Engineers PC.
10810 E. 45th Street, Suite 201
Tulsa, OK 74146-3820
918.258.6890
Ryan Grogg, P.E.

.3 Electrical Engineer:

EDA + FKI Engineers PC
10810 E. 45th Street, Suite 201
Tulsa, OK 74146-3820
918.258.6890
Ryan Grogg, P.E.

.4 Civil Engineer:

CEC Corporation
1300 S. Main Street
Tulsa, OK 74119-3218
918.663.9401
Andy Blankenship, P.E.

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

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

Exhibits "A", "B" "C" and "D".

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's

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User Notes:

(1415139153)

sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

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

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars and NO/100 (\$ 1,000,000.00) for each occurrence and two million dollars and NO/100 (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars and NO/100 (\$ 1,000,000.00) per accident and two million dollars and NO/100 (\$ 2,000,000.00) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars and NO/100 (\$ 1,000,000.00) each accident, one million dollars and NO/100 (\$ 1,000,000.00) each employee, and two million dollars and NO/100 (\$ 2,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars and NO/100 (\$ 1,000,000.00) per claim and two million dollars and NO/100 (\$ 2,000,000.00) in the aggregate.

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

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§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect

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discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

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

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

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

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

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development

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Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

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

§ 3.5.2 Code Compliance

§ 3.5.2.1 The Architect shall conform the Drawings and Specifications with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including but not limited to all zoning, building, occupancy, environmental and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be considered a Contingent Additional Service. Nothing contained herein shall relieve the Architect of its obligations to modify at its own expense Plans and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable Government Requirements.

§ 3.5.2.2 Architect shall conform its Drawings and Specifications to the requirements of the Americans With Disabilities Act Accessibility Guidelines ("ADAAG"), but Owner shall be solely responsible for compliance with the remaining provisions of the Americans With Disabilities Act ("ADA"). ADA by governmental officials and/or courts of law may vary or change. Should such variance or change require Architect to make the required modifications, such modifications shall be considered a Contingent Additional Service.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.6.1.4 It is intended that the Architect shall have no responsibility for job site safety on the Project. The Contractor shall have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. Specifically, Owner and Architect acknowledge the following:

- .1 The Architect shall not supervise or control the Work.
- .2 The Architect does not retain the right to supervise or control the Work.
- .3 The Architect shall not regularly or constantly participate in the ongoing activities at the construction site.
- .4 The Architect shall not supervise or coordinate the Subcontractors.
- .5 The Architect shall not have authority or take responsibility for safety precautions at the jobsite.
- .6 The Architect shall not have authority to issue change orders or construction change directives except at the explicit direction of the Owner.
- .7 The Architect shall not have the right to stop the Work.
- .8 The Architect shall not own any construction equipment at the jobsite.
- .9 The Architect is not familiar with construction practices with regard to jobsite safety.
- .10 The Architect is not in a position to assure worker safety or to alleviate equipment deficiencies or improper work habits.

§ 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to

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exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Construction Manager

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the

Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically

addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming (Basic Services)	Architect
§ 4.1.1.3 Multiple Preliminary Designs (Basic Services)	Architect
§ 4.1.1.4 Measured drawings (Basic Services)	Architect
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities (Basic Services)	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering (Basic Services)	Architect
§ 4.1.1.10 Landscape design (Add Services)	Architect
§ 4.1.1.11 Architectural interior design (Basic Services)	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction (Basic Services)	Architect
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation (Basic Services)	Architect
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants (Basic Services)	Architect
§ 4.1.1.22 Telecommunications/data design/AV Technology (Add Services)	Architect
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning (Add Services)	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Storm Water Detention (Add Services)	Architect

(Rows deleted)

§ 4.1.2 Description of Supplemental Services

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

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

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Refer to Exhibit "A" Project Scope Letter.

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

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

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

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- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

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

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty (20) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

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

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

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

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

§ 5.8 N/A – intentionally deleted.

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

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

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

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

§ 5.12.1 Architect shall coordinate the transmittal of information or documents among or between various Owner's Consultants but shall not analyze or review the information or documents unless specifically necessary for performance of Architect's services. Owner and Architect agree that Architect shall have no responsibility or liability to Owner for any errors or omissions in Owner's Consultant's services even if documents or information arising from such services are transmitted through Architect for use by others, or if Architect relies on such documents or information to provide its services, unless Architect has actual knowledge of any error or omission.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 N/A – intentionally deleted.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 N/A – intentionally deleted;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

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§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

§ 7.4 If Architect is required to deliver any services required hereunder in the form of electronic encoded media, the printed representation of such media furnished by the Architect shall be the official record of Architect's services. Owner shall have a right to rely only on such printed representation in connection with any subsequent modification of such electronic media and to the extent permitted by Oklahoma law, agrees to indemnify, defend and hold Architect harmless from all cost and expense, including attorneys' fees from claims which arise out of modification of such electronic media or printed representation by or on behalf of Owner without Architect's consent.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies.

- .1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

- 2 If, within (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with the construction mediation rules of the American Arbitration Association or any other mutually agreeable mediation firm. The parties will jointly appoint a mutually acceptable mediator.
- 3 The expenses of witnesses, document or exhibit preparation and the like, for either side shall be paid by the party producing such witnesses or incurring such expenses. All other expenses of the mediation, including required traveling and other expenses of the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise. For the purpose of this Subparagraph, legal fees and costs of the parties shall not be considered a mediation expense.
- 4 The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of (30) days. If the parties are not successful in resolving the dispute through the mediation, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court. The arbitrator or adjudicator shall have the right to award all costs of the dispute resolution, including attorneys' fees and costs, to the prevailing party.

§ 8.1.2 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

§ 8.1.4 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.1.6 Limited Liability of a Corporation

§ 8.1.6.1 The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Architect, in the execution or performance of this Agreement, shall be made against the Architect and not against such director, officer or employee.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing,

unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

N/A

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

N/A

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

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

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§ 10.4.1 Any Certificate of Payment, Certificate of Substantial Completion or any other certification shall be issued only for those Contract Documents prepared by the Architect. Such certifications shall be to Architect's best knowledge and belief and only to such matters for which Architect would have knowledge by reason of its performance of this Agreement.

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

§ 10.6 Indemnity for Hazardous Substances

§ 10.6.1 Architect, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials. To the extent permitted by Oklahoma law the Owner waives any right of contribution against and agrees to indemnify and hold harmless Architect, its principals, officers, directors, members, partners, employees, independent contractors and consultants from and against any and all claims, losses, damages and expenses (including reasonable attorneys' fees and litigation costs arising out of, in connection with, or resulting from the presence of any toxic or hazardous contaminants or materials at the project site or the investigation, detection, abatement, replacement, discharge or removal of such contaminants or materials. In the event Architect or any other party indemnified hereunder is required to incur expenses, including attorneys' fees and litigation costs, in enforcing this indemnity obligation, such attorneys' fees and litigation costs shall be paid by Owner to Architect to the extent permitted by Oklahoma law. This Article shall survive the termination or completion of this Agreement.

§ 10.6.2 Owner represents to Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site or adjacent thereto. Further, within the definition of such Statutes or Regulations, no part of the Project site or adjacent real estate, including the ground water located thereon, is presently contaminated with such substances.

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

§ 10.7.1 Owner agrees, and will obtain a similar agreement from the Contractor to the effect that the Architect will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit Architect to photograph and make other reasonable use of the Project for promotional purposes.

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

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement

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shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, which are based on an assumed \$5 million cost of construction, the Owner shall compensate the Architect with a Stipulated Sum base fee as follows:

.1 Stipulated Sum
(Insert amount)

Refer to Exhibit "D" Fee Schedule and Exhibit "A" Project Scope Letter.

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

N/A

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

As mutually agreed.

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

As mutually agreed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As mutually agreed.

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

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty-five	percent (25	%)
Construction Documents Phase	thirty	percent (30	%)
Bid Phase	five	percent (5	%)
Construction Phase	twenty-five	percent (25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases

Init.

simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

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

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

As mutually agreed. Refer to Exhibit "B" – Standard Hourly Billing Rate Schedule.

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses; and
- .10 N/A – intentionally deleted;
- .11 N/A – intentionally deleted; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15.0 %) of the expenses incurred. Estimate for reimbursables - \$12,000.00.

(Paragraphs deleted)

§ 11.8.3 N/A – intentionally deleted.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

As mutually agreed.

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§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 N/A – intentionally deleted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

5 % annum

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

The provisions of this Article 12 take precedence over any provision of the printed form B133 (2019 Edition) which is in conflict with this Article 12.

§ 12.1 CHANGES AFTER PROJECT KICK-OFF

§ 12.1.1 Services necessitated by a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method following Design Development shall be provided as an Additional Services and compensated in accordance with Architect's Standard Hourly rates, or as negotiated.

§ 12.2 ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 12.2.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work established in the Contract for Construction between the Owner and Contractor.

§ 12.3 CONTRACTOR'S OBLIGATION TO INSURE FOR BODILY INJURY CLAIMS

§ 12.3.1 Owner will require the Contractor responsible for construction to purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that, "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§ 12.4 STANDARD OF CARE/DISCLAIMER OF WARRANTIES

§ 12.4.1 Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. Architect makes no other warranties, express or implied. This limitation shall not be modified by any

certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing his services under this Agreement. The parties acknowledge that notwithstanding the exercise of due care and skill, no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care.

§ 12.4.2 If due to Architect's breach of the standard of care, any required item or component of the Project is omitted from the Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

§ 12.5 FORCE MAJEURE

§ 12.5.1 In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

§ 12.6 INDEMNITY FROM CONTRACTOR REQUIRED IN CONSTRUCTION CONTRACT

§ 12.6.1 Architect will cause the following clause to be inserted in the construction contract(s) and Owner shall not permit it to be modified or deleted:

§ 12.6.2 To the extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

§ 12.6.3 In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

§ 12.6.4 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents."

§ 12.6.5 Only to the extent necessary to prevent this provision from being void under governing law, this indemnity agreement shall not require the Contractor to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 N/A – intentionally deleted.

.3 Exhibits:

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

- AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

(Insert the date of the E234-2019 incorporated into this agreement.)

- Other Exhibits incorporated into this Agreement:

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

Exhibit "A" – Project Scope Letter

Exhibit "B" – Standard Hourly Billing Rate Schedule

Exhibit "C" – Project Design Schedule

Exhibit "D" – Fee Schedule

.4 Other documents:

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

N/A

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

OWNER *(Signature)*

Matt Dotson, School Board President
Bixby Public Schools
109 N. Armstrong
Bixby, OK 74008-4999

(Printed name and title)

ARCHITECT *(Signature)*

D. Bruce Henley, Principal/Business Unit Manager
Dewberry Architects Inc.
1350 S. Boulder Avenue, Suite 600
Tulsa, OK 74119-3209

(Printed name, title, and license number, if required)

Init.



Dewberry Architects Inc.
1350 South Boulder Avenue, Suite 600
Tulsa, OK 74119-3209

918.587.7283
918.587.0071 fax
www.dewberry.com

May 2, 2023

Bixby Public Schools
Attn: Rob Miller, Superintendent of Schools
School Administration Building
109 N. Armstrong Street
Bixby, OK 74008

RE: Bixby East Intermediate Gymnasium

Dear Mr. Miller,

Dewberry appreciates the opportunity to provide this proposal for services for the new gymnasium at East Intermediate campus. It has been exciting to get to know you and your team and we look forward to working with you on these projects.

Project Understanding & Scope

Project Construction Budget Combined - \$2.25M

- Owner will provide CAD files & specifications of existing campus buildings adjacent to these new spaces and civil design files.
- Assume, where possible, the building will connect into the existing buildings.
- Assume the East Intermediate to be approximately 7,500 SF as it relates to the construction budget available.
- Building will be a pre-engineered (PEMB) metal building with a delegated superstructure design by the builder with a facade that compliments the existing buildings on campus.
- Mechanical will be Roof top units (RTU)
- Parking and drives remain as is
- Sidewalks will be added to connect new building to existing pavement
- Building is not required to be storm-rated
- Gymnasium Scope:
 - Gym Floor to be multi-purpose product
 - Small bleacher section up to 100 people
 - Stage Platform if possible
 - 2 small 100 SF storage rooms
 - PE Office 100 SF

Owner to Provide

Special Inspections - East Intermediate
Soil Testing – East Intermediate

Bixby Public Schools
Rob Miller, Superintendent of Schools
East Intermediate Gymnasium - Scope

Priorities will be established early to create an allowable basis of design to budget. Should the owner choose to bid portions of the work early and break up the design package, there is some risk assumed for coordination and accuracy.

Consultants

360 Engineers - Structural
EDA FKI – MEP
CEC – Civil & Survey
Terracon (suggested) - Soil Testing

Schedule

Notice to Proceed on Design Services anticipated May 2023, Construction Documents go to bid in September 2023, see attached schedule exhibit. Time frame to build and complete the project is to be determined by the contractor.

Fee

Our base design fee reflective of the described scope to be \$139,062.5 lump sum or 6.25% of the approved construction budget, whichever is greater. Required Additional Services \$34,960 for a total design cost of \$174,022.50. Refer to fee exhibit for further details and other added service allowances.

We appreciate the opportunity to present this agreement for your approval. If you have any questions or comments, please do not hesitate to call. We appreciate your confidence in our team and look forward to working with you on this project and building a great relationship with the Bixby Spartan family.

Sincerely,



D. Bruce Henley, AIA, LEED AP
Principal / Business Unit Manager
Dewberry Architects Inc.

Attachments:

AIA Owner Architect Agreement
Exhibit "B" Standard Hourly Rates
Exhibit "C" Project Design Schedule
Exhibit "D" Fee Schedule

Cc: Chris Hiatt , Allison Scharnell, Josh Becnel, Clint Rodgers, Mike Anthony

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$350.00
Architect I,II,III	\$110.00, \$125.00, \$145.00
Architect IV,V,VI	\$165.00, \$185.00, \$205.00
Architect VII,VIII,IX	\$230.00, \$250.00, \$280.00
Interior Designer I,II,III,IV	\$100.00, \$120.00, \$130.00, \$165.00
Engineer I,II,III	\$115.00, \$135.00, \$155.00
Engineer IV,V,VI	\$170.00, \$195.00, \$225.00
Engineer VII,VIII,IX	\$250.00, \$275.00, \$305.00
Geographer/GIS I,II,III	\$95.00, \$105.00, \$125.00
Geographer/GIS IV,V,VI	\$145.00, \$165.00, \$185.00
Geographer/GIS VII,VIII,IX	\$215.00, \$250.00, \$290.00
Professional I,II,III	\$105.00, \$125.00, \$150.00
Professional IV,V,VI	\$170.00, \$190.00, \$210.00
Professional VII,VIII,IX	\$235.00, \$260.00, \$290.00
Technical	
Designer I,II,III	\$110.00, \$135.00, \$160.00
Designer IV,V,VI	\$180.00, \$200.00, \$220.00
CADD Technician I,II,III,IV,V	\$80.00, \$100.00, \$120.00, \$140.00, \$175.00
Surveyor I,II,III	\$68.00, \$83.00, \$98.00
Surveyor IV,V,VI	\$115.00, \$125.00, \$145.00
Surveyor VII,VIII,IX	\$160.00, \$190.00, \$235.00
Technical I,II,III	\$85.00, \$105.00, \$130.00
Technical IV,V,VI	\$140.00, \$155.00, \$180.00
Emergency Management	
Emergency Management I, II, III	\$85.00, \$110.00, \$140.00
Emergency Management IV, V, VI	\$170.00, \$220.00, \$280.00
Construction	
Construction Professional I,II,III	\$125.00, \$155.00, \$185.00
Construction Professional IV,V,VI,VII	\$215.00, \$240.00, \$285.00, \$320.00
Inspector I,II,III	\$85.00, \$110.00, \$140.00
Inspector IV,V,VI,VII	\$160.00, \$180.00, \$205.00, \$240.00
Survey Field Crews	
Fully Equipped 1, 2, 3 Person Crews	\$145.00, \$175.00, \$230.00
With Laser Scanner 1, 2 Person	\$195.00, \$225.00
Administration	
Admin Professional I,II,III,IV,V	\$70.00, \$95.00, \$115.00, \$145.00
Non-Labor Direct Costs	Cost + 15%

** Company Confidential and Proprietary



EXHIBIT "C"

ID	Task Mode	Task Name	Duration	Start	Finish	Precedence	Timeline																			
							Mar	2nd Quarter			3rd Quarter			4th Quarter			Overall									
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	
1	★	East Immediate	16.5 mons	Mon 5/15/23	Fri 8/16/24																					
2	★	Gymnastics Program and Concept Design	1.5 wks	Mon 5/22/23	Wed 5/31/23																					
3	★	Prepare Concept Budget	2 wks	Thu 6/1/23	Wed 6/14/23	2																				
4	★	Client Review and Approval	2 days	Thu 6/15/23	Fri 6/16/23	3																				
5	★	Schematic Design	1.5 wks	Mon 6/19/23	Wed 6/28/23	4																				
6	★	Client Review and Approval	2 days	Wed 6/28/23	Fri 6/30/23	5																				
7	★	Design Development	3 wks	Fri 6/30/23	Fri 7/21/23	6																				
8	★	Budget Update	1 wk	Fri 7/21/23	Fri 7/28/23	7																				
9	★	Client Review and Approval	2 days	Fri 7/28/23	Tue 8/1/23	8																				
10	★	Construction Documents	3 wks	Tue 8/1/23	Tue 8/22/23	9																				
11	★	Final Review and Coordination	3 days	Tue 8/22/23	Fri 8/25/23	10																				
12	★	Plans go to bid	1 wk	Fri 8/25/23	Fri 9/1/23	11																				
13	★	Expected bid phase	3.5 wks	Fri 9/1/23	Tue 9/26/23	12																				
14	★	Contract Negotiations	0.5 wks	Wed 9/27/23	Fri 9/29/23	13																				
15	★	Construction Start	0 wks	Mon 10/2/23	Mon 10/2/23	14																				
16	★	Construction Phase	10.5 mons	Mon 10/2/23	Fri 7/19/24	15																				
17	★	Project Close out	2 wks	Mon 7/22/24	Fri 8/2/24	17																				
18	★	Client Occupancy	1 wk	Mon 8/5/24	Fri 8/9/24	17,18																				

TBD by CMAR

TBD by CMAR

10/2

TBD by CMAR

TBD by CMAR

TBD by CMAR

Task: Task Summary Project Summary Manual Task

Split: Inactive Task Duration-only

Milestone: Inactive Milestone Manual Summary Rollup

Summary: Inactive Summary Manual Summary

Start-only: L Start-only

Finish-only: J Finish-only

External Tasks: External Tasks

External Milestone: External Milestone

Deadline: Deadline

Progress: Progress

Manual Progress: Manual Progress

**Bixby
East Intermediate**

05.02.23

Assumed Combined Construction Budget \$ 2,250,000.00

AVE Design Fee \$ 139,062.50 6.18% \$ 20,859 15% Program/SD DD \$ 34,766 25% CD \$ 41,719 30% Bid \$ 6,953 5% CA \$ 34,766 25%

Required Add Services

Standard Reimbursement \$ 5,000.00 allowance
 Topo Survey North \$ 7,600.00
 Civil Design East \$ 14,500.00
 CA East \$ 3,300.00
 Mark-Up \$ 30,400.00
 \$ 4,560.00 15%
 \$ 34,960.00

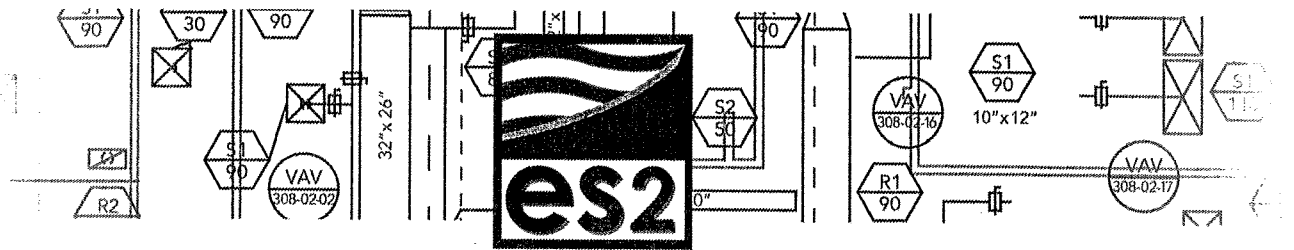
Base Fee & Required Add Services \$ 174,022.50

Optional Add Service

Storm Water Detention East Allowance \$ 7,500.00
 Commissioning East \$ 25,000.00
 Landscape Design East \$ 10,000.00
 AV Technology East \$ 12,000.00
 Mark-Up \$ 54,500.00
 \$ 8,175.00 15%
 \$ 62,675.00

Assume Owner Provided

Special Inspections East Allowance \$ 20,000.00
 Soil testing North \$ 4,750.00
 \$ 4,750.00



Automated
Logic

Customer: Bixby Public School
109 N. Armstrong
Bixby, OK 74008

5/5/23

Attention: Gabe Hays

Reference: Construction Management Services

Engineered Systems & Energy Solutions, Inc. appreciates the opportunity to submit for your consideration a proposal for the following Construction Management Services for Bixby North Elementary. Project has recently completed the design and engineering phase.

Scope of Work:

- Review the engineered documents and review work required.
- Request selected contractors to sign NDA to provide proposal for project.
- Provide documents and cope for contractors to provide proposal.
- Schedule site visit with contractors to see and clearly understand the project documents, phasing and work required.
- Answer all RFI's related to documents or site observations.
- Provide owner with options of materials for final selection.
- Review all project submittals of materials being used, materials must be stamped approve by owner prior to any orders being made.
- Provide owner with project cost and set timeline for proposed project.
- Review all contractors' proposals and provided owner with recommendations and approval.
- Provide approval packets for constrictors selected with required documentations for subcontracts to be issued.
- Prepare all subcontracts with required payment applications and payment request schedules.
- Provide detailed schedule with milestones and notifications or long lead time items to owner and contractors.
- Required weekly meetings to be held for all trades to give updates and provide information that can be communicated back to the owner.
- Prepare weekly log sheets that will give full description of work completed and areas that will be worked for staging of construction.
- Ensure that all contractors are working safe and respectful for all owner's property and construction site kept clean and free of debris.
- Review and ensure all contractors have their required licensing and permits listed in site all times.



www.es2ok.com

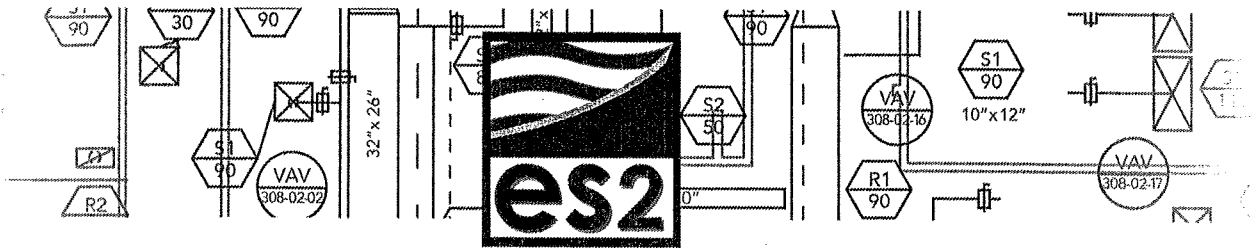


(918) 279-6450



info@es2ok.com

10404 E 55TH SUITE E. TULSA, OK 74146



- Provide documentation that all new equipment has been tested and operated as per designed and start-up has been completed.
- Provide owner with all equipment data sheets and warranty papers as part of the close out documents.
- Provide owner with the training and understanding of the completed project system and their operations.

Total Bid Price (\$48,962.00) NET 30 DAYS

Sincerely,
Tim Sheehan

Account Manager
Mechanical Contractor #OK146339
Engineered Systems & Energy Solutions, Inc.

Accepted by _____ Date _____

Starting Date _____ Completion Date _____

Company Name _____

To accept this proposal and initiate service, please sign and return one (1) copy to our offices. Thank you.



www.es2ok.com



(918) 279-6450



info@es2ok.com

10404 E 55TH SUITE E. TULSA, OK 74146



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and Bixby Public Schools (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit individuals who are both (i) Red Cross-certified instructors in good standing and (ii) employees of LTP, or (if LTP is a non-profit organization) bona fide volunteers of LTP ("Instructors"), to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses").

1. LTP Responsibilities. LTP will:

- 1.1. Teach Courses using only Red Cross-approved instructional materials and other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), using only Instructors who possess current, appropriate Red Cross instructor certification for each such Course, and in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), policies and procedures (collectively, the "Policies")
- 1.2. Before commencing instruction activities under this Agreement, provide Red Cross with a list of all Instructors who will teach Courses on behalf of LTP.
- 1.3. Notify Red Cross within ten (10) business days of any additions to or deletions from LTP's list of Instructors who will teach Courses on behalf of LTP.
- 1.4. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S.
- 1.5. Permit Red Cross to enter upon LTP's premises and perform random observations of LTP's Courses.
- 1.6. Enter accurate and complete records for each completed Course ("Course Records"), along with all other requested information, into the Red Cross's Learning Management System or any similar, successor system ("LMS") within ten (10) calendar days of each completed scheduling instance of a Course (each such instance hereinafter referred to as a "Class") and comply with all terms and conditions of the LMS during such use.
- 1.7. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by Instructors in compliance with this Agreement (it being understood that Red Cross may invalidate any Course completion certification not issued in conformity with this section 1.7).
- 1.8. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.9. Maintain insurance or self-insure to cover its performance under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors.

2. License to Course Materials; CPS.

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.



**American
Red Cross**

**Training Services
Licensed Training Provider Agreement**

- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.
- 2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods and/or services.

4. Term and Termination.

- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under section 7 below will also survive expiration or any termination of this Agreement.



Training Services Licensed Training Provider Agreement

5. Fees and Invoicing.

- 5.1 LTP will remit payment by credit card upon entry of Course Records into LMS; or will be invoiced, if approved. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.2 For each Class enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. Past due amounts will be subject to collections actions and may be referred to an external collection agency. In such an event, Red Cross will be entitled to all costs of collection including interest, reasonable attorney's fees and litigation expenses, and collection agency fees and expenses. LTPs with high credit risk or late payments may also result in the suspension or termination of LTP's invoicing privileges at Red Cross's sole discretion. Credit card payment upon submission of Course Records will be required if invoicing privileges are suspended or terminated, and such payment will be a condition to LTP's continued access to Course completion certificates from and after such suspension or termination.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a link in the email to a PDF copy of the invoice, which link will expire after thirty (30) days. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:
- American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256
- 5.7 If LTP desires that Red Cross use LTP's vendor payment portal, Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.
- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in Appendix A) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.
- 5.10 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with



**American
Red Cross**

**Training Services
Licensed Training Provider Agreement**

the re-training of course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or third-party licensed training provider.

6. **Notices.** Each Party's contacts for notices and billing under this Agreement is listed on Appendix A.
7. **Confidentiality.** Except as required by applicable law or otherwise provided herein, LTP will maintain in confidence the pricing information set forth in Appendix B.
8. **Intellectual Property.**
 - 8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").
 - 8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.
 - 8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.
 - 8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.
9. **Miscellaneous.**
 - 9.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
 - 9.2 Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
 - 9.3 Assignment. LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.
 - 9.4 Governing Law. The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.
 - 9.5 Inapplicability of Procurement Terms. This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a





**American
Red Cross**

**Training Services
Licensed Training Provider Agreement**

limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier sub-processor of personal or other data for LTP or any third party.

- 9.6 **Data Processing.** Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.
- 9.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 **Amendments and Waivers.** Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: Bixby Public Schools	The American National Red Cross
LTP Signature: 	Red Cross Signature: 
Name: Kim Schein	Name: Alexis Council
Title: Director of Special Education	Title: Sales Representative
Date: 3/21/2023	Date: 3/13/2023



Training Services Licensed Training Service Agreement

Appendix B – Product Packages and Price List

Product Packages(s)

Online – Education 5x5 Program


(Price List Attached)


Additional Product Packages can be added as needed. Please contact your Red Cross representative as listed on Appendix A.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Red Cross representative as listed on Appendix A, or www.RedCrossStore.org.

Method of Payment	Preferred Payment Type	Invoice
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 4/17/2023


 4/17/2023



BIXBY PUBLIC SCHOOLS POLICY 2166

CONCUSSION POLICY AND MANAGEMENT

Purpose

The Bixby School District recognizes that concussions, a type of traumatic brain injury (TBI), are serious injuries with negative outcomes that can affect an individual physically, emotionally, behaviorally, and/or cognitively, with the potential for long-term impacts on brain development. The purpose of this policy is to educate staff, athletes, and parents/guardians about concussions. This policy provides guidance on how to manage concussions and support students/athletes on returning to normal academic and physical activities post-concussions, in accordance with Oklahoma state law (70 O.S. 23-155).

Education

Athletes and parents/guardians must complete an acknowledgment form affirming receipt and understanding of the provided concussion information form on an annual basis. These acknowledgment forms must be submitted electronically on the student's Rank One account prior to participation in practice and competitions.

Injury Definition

A concussion is defined as a "trauma-induced alteration in mental status that may or may not involve loss of consciousness." This can be caused by a bump, blow, or jolt to the head or by a hit to the body that causes the head and brain to move quickly back and forth. Concussion signs and symptoms can appear immediately or not be noticed until days or even weeks after the injury. A concussion is a cumulative injury. Once a concussion has occurred, the patient is at a higher risk of sustaining another one.

Second impact syndrome (SIS) happens when the brain swells rapidly shortly after a person suffers a second concussion before symptoms from an earlier concussion have subsided. SIS occurs rarely but is often fatal. When a concussed patient whose symptoms have not yet resolved sustains a second impact, they may not lose consciousness at the moment of the impact, but they may look stunned. The patient's condition then worsens rapidly with loss of consciousness, loss of eye movement, dilated pupils, then respiratory failure. This can all take place within a few minutes. The second bump, blow or jolt to the head may occur days or weeks after an initial concussion

Common Signs and Symptoms of Concussions

Physical

- Headache or pressure in the head
- Dizziness, balance problems
- Nausea or vomiting
- Sensitivity to noise
- Sensitivity to light
- blurry or double vision
- Feel tired
- Do not "feel right"
- Feel dazed, stunned

Emotional/Behavioral

- Becomes irritable
- Becomes sad or depressed
- More emotional than usual
- Anxious or nervous
- Personality or behavioral changes such as becoming impulsive

Cognitive

- Trouble thinking clearly
- Trouble concentrating & remembering
- Feel sluggish, hazy, foggy, or groggy
- Repeat questions or answer questions more slowly
- Confusion
- Forget routine things

Appears dazed or stunned
Headache
Confusion
Fatigue or drowsiness
Nausea or vomiting
Double or blurry vision

Sensitive to light or noise
Balance problems
Feels sluggish
Personality change
Feels “foggy”
Responds slowly to questions

Problems concentrating
Forgets events prior to hit
Trouble remembering
Amnesia
Changes in emotions
Loss of consciousness

All students who exhibit signs or symptoms of a concussion will be removed immediately, assessed and should not be allowed to return to physical activity.

Evaluation

A student or athlete suspected of sustaining a concussion should be immediately removed from physical activity and evaluated by a healthcare professional that is trained in concussion management, such as the team's athletic trainer. Athletes who have been removed from practice or competition because of a suspected concussion will not be allowed to return to play the same day. Prior to the beginning of the Return to Play Protocol, the athletes must complete the Return to Learn Protocol (or have returned to all normal daily activities). Students will report to the school nurse/health clerk for the return to learn process; student-athletes will report to the athletic trainer.

Clearance to Return

Once a concussion diagnosis has been made, the patient athletes should undergo a daily focused examination to monitor the course of recovery. A concussed athlete should not be returned to athletic participation on the day of injury. No concussed athlete should return to physical activity without being evaluated and cleared by a physician or healthcare provider specifically trained in concussion evaluation and management. Athletic trainers will give the final clearance for athletes.

Home Care Concussion Management

Students and parents will be provided written and/or oral instructions for home care. Physical rest is currently recommended for concussion recovery. As such, there is typically no need to wake the patient during the night unless instructed by a physician. Patients should avoid any physical and mental exertion that exacerbates symptoms.

Return to Learn (RTL)

A collaborative effort between the health care team and academic leaders should provide the student with individualized academic accommodations. The balance between the amount of cognitive exertion and rest is different for each concussion. The individualized plan for accommodations should be frequently monitored and updated to allow for the student to progress as concussion symptoms improve.

Return-to-Learn Progression

1. No school/complete cognitive rest
2. Part-time school attendance with accommodations
3. Full-day attendance with accommodations
4. Full-day attendance without accommodations

5. Full school and extracurricular involvement
*RTL should be completed before return to play progression begins.

Return to Play (RTP)

The RTP progression is used for student-athletes to ensure a safe return to physical activity. RTP progression will begin when an athlete reports no concussion-related symptoms, has a normal clinical examination, ~~and~~ performs at or above preinjury levels of functioning on ~~an~~ objective concussion assessments, **and has completed the RTL Protocol**. If activity at any stage of progression results in symptoms then the activity should be **stopped** immediately, and **that** stage will be restarted 24 hours later. Progression will be performed daily and return to play clearance will be completed by the athletic trainer and/or team physician. **Athletes must check in with athletic trainers daily to continue progression. Athletic trainers will grant final clearance for athletes based on the recommendation of an appropriate medical professional and/or satisfactory completion of all RTL protocols.**

Return-to-Play Progression

1. No activity
2. Light aerobic exercise
3. Sport specific activities noncontact
4. Noncontact training drills and resistance training
5. Light contact training
6. Return to play

Revised June 2020

Revised July 15, 2021

*Revised **May 11, 2023***



Sherry McIntyre <smcintyre@bixbyps.org>

Fwd: Surplus books

1 message

Amber Flowers <aflowers@bixbyps.org>
To: Sherry McIntyre <smcintyre@bixbyps.org>

Thu, May 4, 2023 at 4:10 PM

Hello! I have some more to add to the surplus list.
The yellow Strategies for Writers- I have 25
The books labeled All Together (2nd picture) I have 25 of each one (Geography, Economics, Citizenship, Culture, History)

Thank you for your help!



Amber Flowers
CENTRAL ELEMENTARY ASSISTANT PRINCIPAL
AFLLOWERS@BIXBYP.S.ORG
201 SOUTH MAIN
918-566-2281

----- Forwarded message -----
From: **Amber** <aflowers@bixbyps.org>
Date: Thu, May 4, 2023 at 4:07 PM
Subject: Surplus books
To: aflowers@bixbyps.org <aflowers@bixbyps.org>

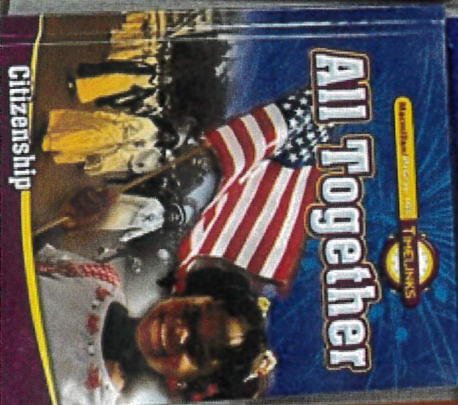
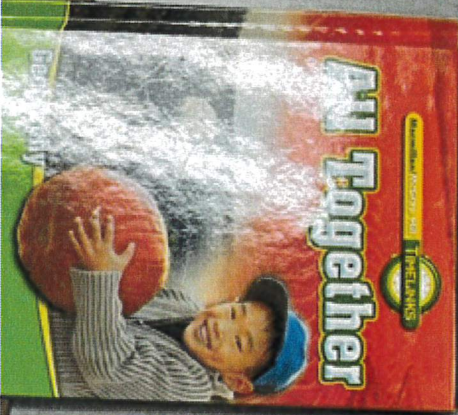
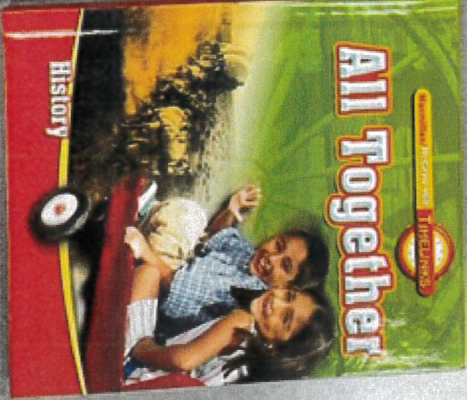
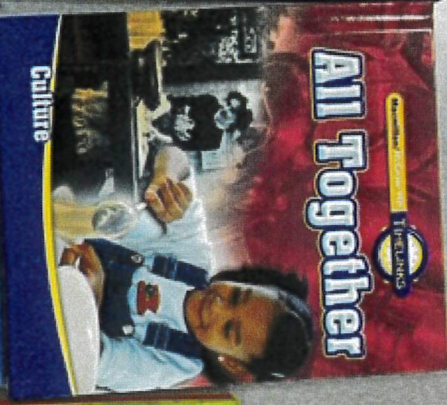
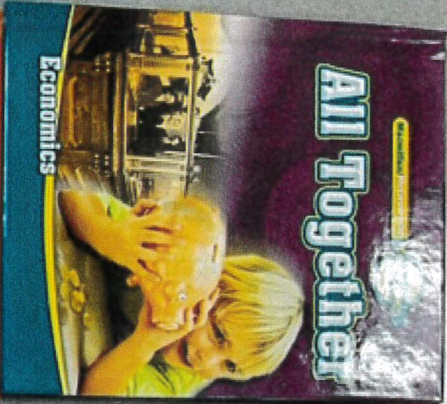
Sent from my iPhone

2 attachments



IMG_0479.jpg
154K







Sherry McIntyre <smcintyre@bixbyps.org>

Fwd: Surplus books

1 message

Sherri McMillan <smcmillan@bixbyps.org>
To: Sherry McIntyre <smcintyre@bixbyps.org>

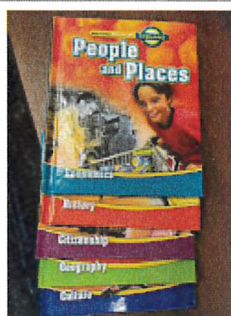
Mon, May 1, 2023 at 1:22 PM

Surplus materials from Central Elementary.
2nd Grade Social Studies materials. Previous adoption. 150 copies.



Sherri McMillan
Executive Director
of Teaching and Learning
918.366.2328

Learn Well. Live with Honor.



IMG_0432.jpg
182K



People and Places

Macmillan/McGraw-Hill
TIMELINKS

Economics

History

Citizenship

Geography

Culture



Sherry McIntyre <smcintyre@bixbyps.org>

Fwd:

1 message

Amber Flowers <aflowers@bixbyps.org>
To: Sherry McIntyre <smcintyre@bixbyps.org>

Fri, May 5, 2023 at 10:35 AM

Hello Sherry,

I am sorry to add more to the surplus list, but we have a little more.

- Language for Thinking- 13 books
- Treasures 3.1 and 3.2 - 1 of each
- Treasures 2.1 and 2.2- 1 of each
- Treasures 1.1, 1.2, 1.3, and 1.4- 1 of each
- Moving into English (red)- 7
- " " (blue)- 6
- " " (yellow)- 6
- " " (turquoise)-7
- Teacher Guides for Moving into English- 4

Thank you for your help!



Amber Flowers
CENTRAL ELEMENTARY ASSISTANT PRINCIPAL
AFLLOWERS@BIXBYP.S.ORG
201 SOUTH MAIN
918-566-2281

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

From: **Amber** <aflowers@bixbyps.org>

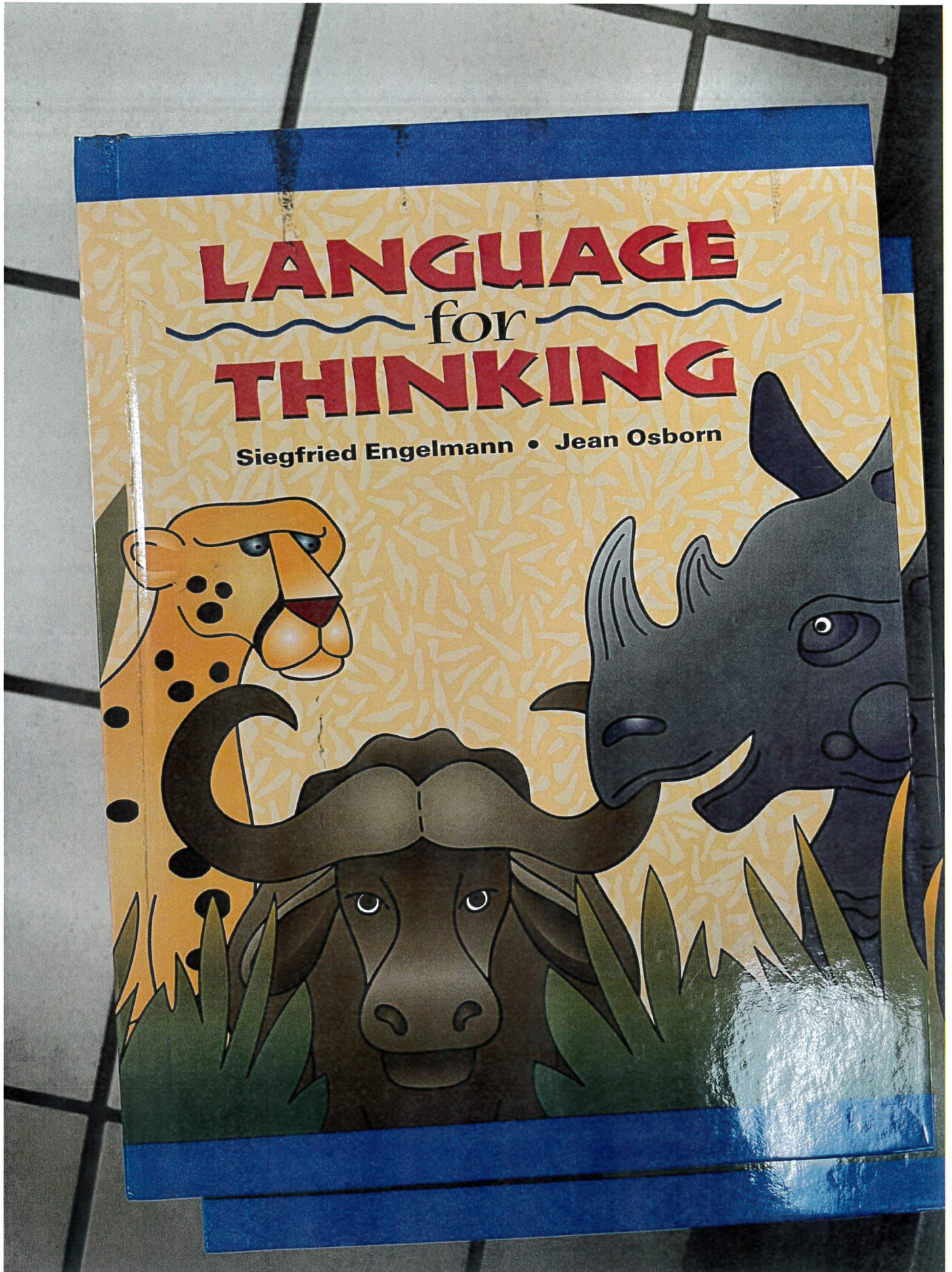
Date: Fri, May 5, 2023 at 10:30 AM

Subject:

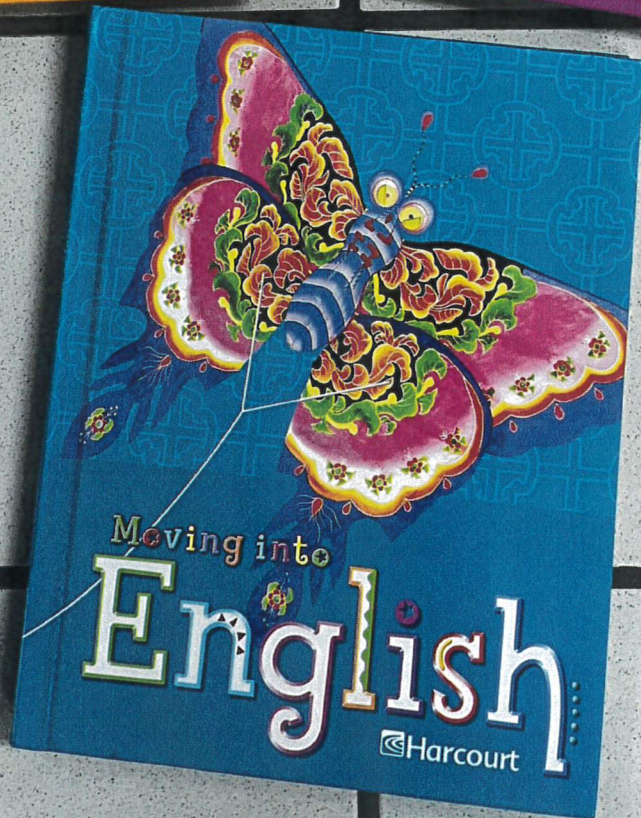
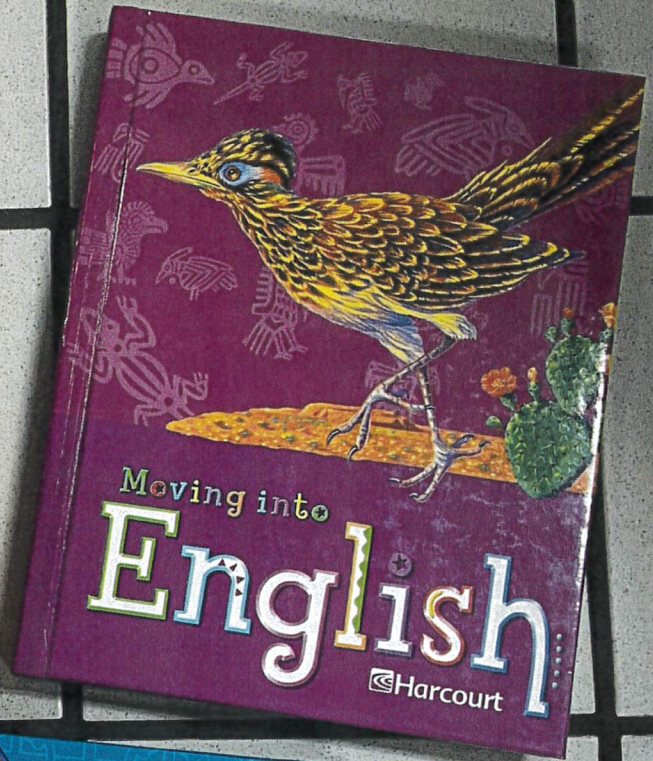
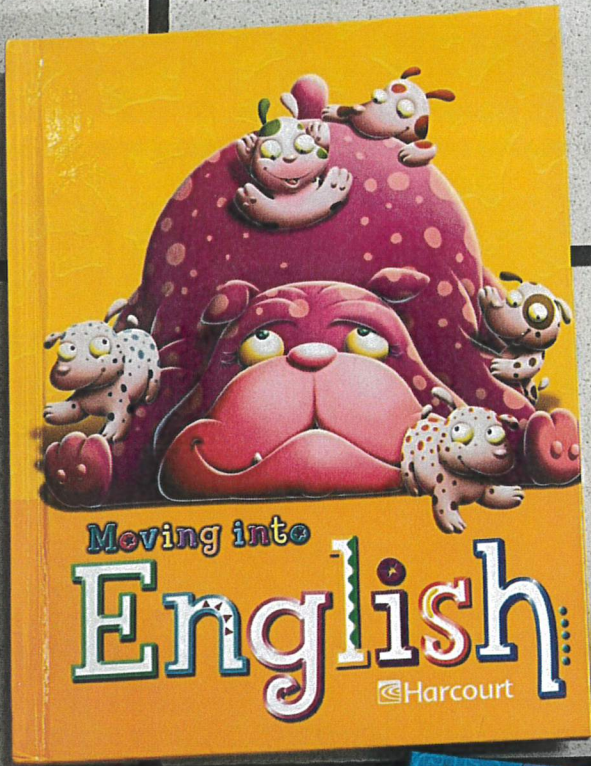
To: aflowers@bixbyps.org <aflowers@bixbyps.org>

Sent from my iPhone

3 attachments







Title of Book	Author	Date Published	Reason for Deaccessioning
The Spider Sapphire Mystery (Nancy Drew series)	Carolyn Keene	1968	Poor physical condition / Low circulation / Patrons have no interest
The Secret of the Old Clock (Nancy Drew series)	Carolyn Keene	2003	Poor physical condition / Low circulation / Patrons have no interest
The Secret of Shadow Ranch (Nancy Drew series)	Carolyn Keene	1965	Poor physical condition / Low circulation / Patrons have no interest
The Secret of Mirror Bay (Nancy Drew series)	Carolyn Keene	1992	Poor physical condition / Low circulation / Patrons have no interest
The Scarlet Slipper Mystery (Nancy Drew series)	Carolyn Keene	1974	Poor physical condition / Low circulation / Patrons have no interest
The Quest of the Missing Map (Nancy Drew series)	Carolyn Keene	1969	Poor physical condition / Low circulation / Patrons have no interest
The Phantom of Pine Hill (Nancy Drew series)	Carolyn Keene	1965	Poor physical condition / Low circulation / Patrons have no interest
Mystery of the Tolling Bell (Nancy Drew series)	Carolyn Keene	1992	Poor physical condition / Low circulation / Patrons have no interest
Mystery of the Moss-Covered Mansion (Nancy Drew series)	Carolyn Keene	1971	Poor physical condition / Low circulation / Patrons have no interest
Mystery of the Ivory Charm (Nancy Drew series)	Carolyn Keene	1974	Poor physical condition / Low circulation / Patrons have no interest
Mystery of the Glowing Eye (Nancy Drew series)	Carolyn Keene	1974	Poor physical condition / Low circulation / Patrons have no interest
The Mystery of the Fire Dragon (Nancy Drew series)	Carolyn Keene	1961	Poor physical condition / Low circulation / Patrons have no interest
Mystery of the Brass-Bound Trunk (Nancy Drew series)	Carolyn Keene	1992	Poor physical condition / Low circulation / Patrons have no interest
The Mystery of the 99 Steps (Nancy Drew series)	Carolyn Keene	1966	Poor physical condition / Low circulation / Patrons have no interest
Mystery at the Ski Jump (Nancy Drew series)	Carolyn Keene	1968	Poor physical condition / Low circulation / Patrons have no interest
The Mystery at Lilac Inn (Nancy Drew series)	Carolyn Keene	1961	Poor physical condition / Low circulation / Patrons have no interest
The Mysterious Mannequin (Nancy Drew series)	Carolyn Keene	1970	Poor physical condition / Low circulation / Patrons have no interest
The Message in the Hollow Oak (Nancy Drew series)	Carolyn Keene	1972	Poor physical condition / Low circulation / Patrons have no interest
The Invisible Intruder (Nancy Drew series)	Carolyn Keene	1969	Poor physical condition / Low circulation / Patrons have no interest
The Hidden Window Mystery (Nancy Drew series)	Carolyn Keene	1975	Poor physical condition / Low circulation / Patrons have no interest
The Hidden Staircase (Nancy Drew series)	Carolyn Keene	1959	Poor physical condition / Low circulation / Patrons have no interest
The Haunted Showboat (Nancy Drew series)	Carolyn Keene	1957	Poor physical condition / Low circulation / Patrons have no interest

Title of Book	Author	Date Published	Reason for Deaccessioning
The Haunted Bridge (Nancy Drew series)	Carolyn Keene	1972	Poor physical condition / Low circulation / Patrons have no interest
The Ghost of Blackwood Hall (Nancy Drew series)	Carolyn Keene	1967	Poor physical condition / Low circulation / Patrons have no interest
The Double Jinx Mystery (Nancy Drew series)	Carolyn Keene	1973	Poor physical condition / Low circulation / Patrons have no interest
The Crooked Banister (Nancy Drew series)	Carolyn Keene	1971	Poor physical condition / Low circulation / Patrons have no interest
The Clue of the Whistling Bagpipes (Nancy Drew series)	Carolyn Keene	1964	Poor physical condition / Low circulation / Patrons have no interest
The Clue of the Velvet Mask (Nancy Drew series)	Carolyn Keene	1969	Poor physical condition / Low circulation / Patrons have no interest
The Clue of the Leaning Chimney (Nancy Drew series)	Carolyn Keene	1967	Poor physical condition / Low circulation / Patrons have no interest
The Clue of the Dancing Puppet (Nancy Drew series)	Carolyn Keene	1962	Poor physical condition / Low circulation / Patrons have no interest
The Clue of the Black Keys (Nancy Drew series)	Carolyn Keene	1968	Poor physical condition / Low circulation / Patrons have no interest
The Clue in the Old Stagecoach (Nancy Drew series)	Carolyn Keene	1960	Poor physical condition / Low circulation / Patrons have no interest
The Clue in the Old Album (Nancy Drew series)	Carolyn Keene	1992	Poor physical condition / Low circulation / Patrons have no interest
The Clue in the Jewel Box (Nancy Drew series)	Carolyn Keene	1972	Poor physical condition / Low circulation / Patrons have no interest
The Bungalow Mystery (Nancy Drew series)	Carolyn Keene	1992	Poor physical condition / Low circulation / Patrons have no interest
The Yellow Feather Mystery (Hardy Boys series)	Franklin Dixon	1971	Poor physical condition / Low circulation / Patrons have no interest
While the Clock Ticked (Hardy Boys series)	Franklin Dixon	1992	Poor physical condition / Low circulation / Patrons have no interest
The Walling Siren Mystery (Hardy Boys series)	Franklin Dixon	1968	Poor physical condition / Low circulation / Patrons have no interest
The Viking Symbol Mystery (Hardy Boys series)	Franklin Dixon	1991	Poor physical condition / Low circulation / Patrons have no interest
The Twisted Claw (Hardy Boys series)	Franklin Dixon	1969	Poor physical condition / Low circulation / Patrons have no interest
The Tower Treasure (Hardy Boys series)	Franklin Dixon	1959	Poor physical condition / Low circulation / Patrons have no interest
The Sign of the Crooked Arrow (Hardy Boys series)	Franklin Dixon	1970	Poor physical condition / Low circulation / Patrons have no interest
The Secret Warning (Hardy Boys series)	Franklin Dixon	1992	Poor physical condition / Low circulation / Patrons have no interest
The Secret of Wildcat Swamp (Hardy Boys series)	Franklin Dixon	1969	Poor physical condition / Low circulation / Patrons have no interest

Title of Book	Author	Date Published	Reason for Deaccessioning
The Secret of the Old Mill (Hardy Boys series)	Franklin Dixon	1962	Poor physical condition / Low circulation / Patrons have no interest
The Secret of the Caves (Hardy Boys series)	Franklin Dixon	1964	Poor physical condition / Low circulation / Patrons have no interest
The Secret of Skull Mountain (Hardy Boys series)	Franklin Dixon	1966	Poor physical condition / Low circulation / Patrons have no interest
The Secret of Pirates' Hill (Hardy Boys series)	Franklin Dixon	1972	Poor physical condition / Low circulation / Patrons have no interest
The Secret Agent on Flight 101 (Hardy Boys series)	Franklin Dixon	1967	Poor physical condition / Low circulation / Patrons have no interest
The Phantom Freighter (Hardy Boys series)	Franklin Dixon	1970	Poor physical condition / Low circulation / Patrons have no interest
The Mystery of the Spiral Bridge (Hardy Boys series)	Franklin Dixon	1966	Poor physical condition / Low circulation / Patrons have no interest
Mystery of the Flying Express (Hardy Boys series)	Franklin Dixon	1970	Poor physical condition / Low circulation / Patrons have no interest
The Mystery of the Chinese Junk (Hardy Boys series)	Franklin Dixon	1960	Poor physical condition / Low circulation / Patrons have no interest
The Mystery of the Aztec Warrior (Hardy Boys series)	Franklin Dixon	1964	Poor physical condition / Low circulation / Patrons have no interest
The Mystery of Cabin Island (2 Copies) (Hardy Boys series)	Franklin Dixon	1966	Poor physical condition / Low circulation / Patrons have no interest
The Mysterious Caravan (Hardy Boys series)	Franklin Dixon	1975	Poor physical condition / Low circulation / Patrons have no interest
The Missing Chums (Hardy Boys series)	Franklin Dixon	1962	Poor physical condition / Low circulation / Patrons have no interest
The Melted Coins (Hardy Boys series)	Franklin Dixon	1970	Poor physical condition / Low circulation / Patrons have no interest
Hunting for Hidden Gold (Hardy Boys series)	Franklin Dixon	1963	Poor physical condition / Low circulation / Patrons have no interest
The House on the Cliff (Hardy Boys series)	Franklin Dixon	1959	Poor physical condition / Low circulation / Patrons have no interest
The Hooded Hawk Mystery (Hardy Boys series)	Franklin Dixon	1971	Poor physical condition / Low circulation / Patrons have no interest
The Hidden Harbor Mystery (Hardy Boys series)	Franklin Dixon	1961	Poor physical condition / Low circulation / Patrons have no interest
The Haunted Fort (Hardy Boys series)	Franklin Dixon	1965	Poor physical condition / Low circulation / Patrons have no interest
The Great Airport Mystery (Hardy Boys series)	Franklin Dixon	1965	Poor physical condition / Low circulation / Patrons have no interest
The Ghost at Skeleton Rock (Hardy Boys series)	Franklin Dixon	1966	Poor physical condition / Low circulation / Patrons have no interest
Footprints Under The Window #12 (Hardy Boys series)	Franklin Dixon	1993	Poor physical condition / Low circulation / Patrons have no interest

Title of Book	Author	Date Published	Reason for Deaccessioning
Footprints Under The Window (Hardy Boys series)	Franklin Dixon	1965	Poor physical condition / Low circulation / Patrons have no interest
The Flickering Torch Mystery (Hardy Boys series)	Franklin Dixon	1971	Poor physical condition / Low circulation / Patrons have no interest
The Firebird Rocket (Hardy Boys series)	Franklin Dixon	1978	Poor physical condition / Low circulation / Patrons have no interest
The Disappearing Floor (Hardy Boys series)	Franklin Dixon	1964	Poor physical condition / Low circulation / Patrons have no interest
The Crisscross Shadow (Hardy Boys series)	Franklin Dixon	1969	Poor physical condition / Low circulation / Patrons have no interest
The Clue of the Hissing Serpent (Hardy Boys series)	Franklin Dixon	1974	Poor physical condition / Low circulation / Patrons have no interest
The Clue of the Broken Blade (Hardy Boys series)	Franklin Dixon	1970	Poor physical condition / Low circulation / Patrons have no interest
The Bombay Boomerang (Hardy Boys series)	Franklin Dixon	1970	Poor physical condition / Low circulation / Patrons have no interest
Pearl Harbor	Judy Hasday	2001	Poor physical condition / Low circulation / Patrons have no interest
Hunger Games	Suzanne Collins	2008	Poor physical condition
Harry Potter and the Deathly Hallows	J.K. Rowling	2007	Poor physical condition
Weapons: A Pictorial History	Edwin Tunis	1954	Poor physical condition / Low circulation / Patrons have no interest
Would My Fortune Cookie Lie?	Stella Pevsner	1996	Stereotypical images and characterizations
Sidescrollers	Matthew Loux	2006	Low circulation / Patrons have no interest
Hatchet	Gary Paulsen	1987	Poor physical condition
SuperMutant Magic Academy	Jillian Tamaki	2015	No longer aligned with BPS community standards
Durarara!! DRRRI!! v. 1	Ryohgo Narita	2015	No longer aligned with BPS community standards
Durarara!! DRRRI!! v. 2	Ryohgo Narita	2015	No longer aligned with BPS community standards
Durarara!! DRRRI!! v. 3	Ryohgo Narita	2016	No longer aligned with BPS community standards
Durarara!! DRRRI!! v. 4	Ryohgo Narita	2016	No longer aligned with BPS community standards
Durarara!! DRRRI!! v. 5	Ryohgo Narita	2016	No longer aligned with BPS community standards
Durarara!! DRRRI!! v. 6	Ryohgo Narita	2017	No longer aligned with BPS community standards
Durarara!! DRRRI!! v. 7	Ryohgo Narita	2017	No longer aligned with BPS community standards
Durarara!! DRRRI!! v. 9	Ryohgo Narita	2018	No longer aligned with BPS community standards
Auggie & Me	R.J. Palacio	2015	Poor physical condition
Norby and the Queen's Necklace	Janet and Isaac Asimov	1986	Poor physical condition / Low circulation / Patrons have no interest
Norby and the invaders	Janet and Isaac Asimov	1985	Poor physical condition / Low circulation / Patrons have no interest
Norby down to earth	Janet and Isaac Asimov	1989	Poor physical condition / Low circulation / Patrons have no interest
Norby finds a villain	Janet and Isaac Asimov	1987	Poor physical condition / Low circulation / Patrons have no interest
Norby and the lost princess	Janet and Isaac Asimov	1985	Poor physical condition / Low circulation / Patrons have no interest
I Am Third	Gale Sayers	1970	Poor physical condition / Low circulation / Patrons have no interest
The Voyage of the Frog	Gary Paulsen	1989	Poor physical condition / Low circulation / Patrons have no interest
Gathering Blue	Lois Lowry	2000	Poor physical condition
The Clue in the Crumbling Wall (Nancy)	Carolyn Keene	1945	Poor physical condition / Low circulation / Patrons have no interest

Title of Book	Author	Date Published	Reason for Deaccessioning
The Book Thief	Markus Zusak	2013	Poor physical condition
Cirque Du Freak: The Lake of Souls	Darren Shan	2011	Containing inaccurate information
Cirque Du Freak: The Vampire Prince	Darren Shan	2010	Containing inaccurate information
Invisible Emmie	Terri Libenson	2017	Poor physical condition
Pigs Might Fly	Nick Abadzis	2017	Poor physical condition
A certain magical Index. 2	Kamachi, Kazuma	2015	Poor physical condition
A certain magical Index. 1	Kamachi, Kazuma	2015	No longer aligned with BPS community standards
A certain magical Index. 10	Kamachi, Kazuma	2017	No longer aligned with BPS community standards
A certain magical Index. 11	Kamachi, Kazuma	2017	No longer aligned with BPS community standards
A certain magical Index. 12	Kamachi, Kazuma	2018	No longer aligned with BPS community standards
A certain magical Index. 13	Kamachi, Kazuma	2018	No longer aligned with BPS community standards
A certain magical Index. 14	Kamachi, Kazuma	2018	No longer aligned with BPS community standards
A certain magical Index. 15	Kamachi, Kazuma	2018	No longer aligned with BPS community standards
A certain magical Index. 16	Kamachi, Kazuma	2019	No longer aligned with BPS community standards
A certain magical Index. 17	Kamachi, Kazuma	2019	No longer aligned with BPS community standards
A certain magical Index. 18	Kamachi, Kazuma	2019	No longer aligned with BPS community standards
A certain magical Index. 19	Kamachi, Kazuma	2019	No longer aligned with BPS community standards
A certain magical Index. 20	Kamachi, Kazuma	2020	No longer aligned with BPS community standards
A certain magical Index. 21	Kamachi, Kazuma	2020	No longer aligned with BPS community standards
A certain magical Index. 22	Kamachi, Kazuma	2020	No longer aligned with BPS community standards
A certain magical Index. 23	Kamachi, Kazuma	2021	No longer aligned with BPS community standards
A certain magical Index. 3	Kamachi, Kazuma	2015	No longer aligned with BPS community standards
A certain magical Index. 4	Kamachi, Kazuma	2016	No longer aligned with BPS community standards
A certain magical Index. 5	Kamachi, Kazuma	2016	No longer aligned with BPS community standards
A certain magical Index. 6	Kamachi, Kazuma	2016	No longer aligned with BPS community standards
A certain magical Index. 7	Kamachi, Kazuma	2016	No longer aligned with BPS community standards
A certain magical Index. 8	Kamachi, Kazuma	2017	No longer aligned with BPS community standards
A certain magical Index. 9	Kamachi, Kazuma	2017	No longer aligned with BPS community standards
Wonder	Palacio, R. J.	2012	Poor physical condition
The reptile room	Snicket, Lemony	1999	Poor physical condition
The mark of Athena	Riordan, Rick.	2012	Poor physical condition
Brisinqr	Paolini, Christopher	2010	Poor physical condition
World at War	Nigel Cawthorne	2010	Poor physical condition
White Fang	London, Jack	1991	Poor physical condition
Projekt 1065	Gratz, Alan	2016	Poor physical condition
Ouran High School host club. Vol. 6	Hatori, Bisco	2006	Poor physical condition
Harlem stompl : a cultural history of the	Hill, Laban Carrick	2003	Poor physical condition
Cicada	Tan, Shaun	2019	No longer aligned with BPS community standards
Captured off guard : the attack on Pea	Lemke, Donald B.	2008	Poor physical condition
The royal tutor. 1	Akai, Higasa	2017	Missing too many copies in series, may add back later if able to purchase missing titles.

Title of Book	Author	Date Published	Reason for Deaccessioning
The royal tutor. 2	Akai, Higasa	2017	Missing too many copies in series, may add back later if able to purchase missing titles.
The royal tutor. 3	Akai, Higasa	2017	Missing too many copies in series, may add back later if able to purchase missing titles.
The royal tutor. 11	Akai, Higasa	2019	Missing too many copies in series, may add back later if able to purchase missing titles.
The royal tutor. 12	Akai, Higasa	2019	Missing too many copies in series, may add back later if able to purchase missing titles.
The royal tutor. 13	Akai, Higasa	2020	Missing too many copies in series, may add back later if able to purchase missing titles.
The royal tutor. 14	Akai, Higasa	2020	Missing too many copies in series, may add back later if able to purchase missing titles.
The royal tutor. 15	Akai, Higasa	2021	Missing too many copies in series, may add back later if able to purchase missing titles.
Obsidian mirror	Fisher, Catherine	2013	Poor Physical Condition
Ouran High School host club. Vol. 3	Hatori, Bisco	2005	Poor Physical Condition/Content
Ouran High School host club. Vol. 4	Hatori, Bisco	2005	Poor Physical Condition/Content
Ouran High School host club. Vol. 5	Hatori, Bisco	2005	Poor Physical Condition/Content
Ouran High School host club. Vol. 7	Hatori, Bisco	2006	Poor Physical Condition/Content
Ouran High School host club. Vol. 9	Hatori, Bisco	2007	Poor Physical Condition/Content
Ouran High School host club. Vol. 10	Hatori, Bisco	2014	Poor Physical Condition/Content
Ouran High School host club. Vol. 11	Hatori, Bisco	2008	Poor Physical Condition/Content
Ouran High School host club. Vol. 12	Hatori, Bisco	2009	Poor Physical Condition/Content
Ouran High School host club. Vol. 13	Hatori, Bisco	2009	Poor Physical Condition/Content
Ouran High School host club. Vol. 17	Hatori, Bisco	2011	Poor Physical Condition/Content
One piece. Skypiea. Volumes 31-32-33	Oda, Eiichiro	2015	Lost, removing from Destiny
One piece. Baroque Works. Volumes 1	Oda, Eiichiro	2013	Lost, removing from Destiny
One piece. Baroque Works. Volumes 1	Oda, Eiichiro	2013	Lost, removing from Destiny
Ouran High School host club. Vol. 18	Hatori, Bisco	2012	Poor Physical Condition/Content
Ouran High School host club. Vol. 16	Hatori, Bisco	2011	Poor Physical Condition/Content
Ouran High School host club. Vol. 14	Hatori, Bisco	2010	Poor Physical Condition/Content
Ouran High School host club. Vol. 15	Hatori, Bisco	2010	Poor Physical Condition/Content
Ouran High School host club. Vol. 8	Hatori, Bisco	2007	Poor Physical Condition/Content
Ouran High School host club. Vol. 2	Hatori, Bisco	2005	Poor Physical Condition/Content
Ouran High School host club. Vol. 1 (Hatori, Bisco	2005	Poor Physical Condition/Content
Brazen : rebel ladies who rocked the w	Bagieu, Pénélope	2018	Content
The one hundred nights of hero : a gra	Isabel Greenberg	2016	Content
Last man. 6, The rescue	Balak	2016	Content
Last man. 5, The order	Balak	2016	Content
Last man. 4, The show	Balak	2016	Content
Last man. 3, The chase	Balak	2015	Content
Last man. 2, The Royal Cup	Balak	2015	Content
Kind (2 copies, one marked as lost)	Black, Holly	2010	Content
Kith	Black, Holly	2009	Content
Kin	Black, Holly	2009	Content
Your lie in April. 11	Arakawa, Naoshi	2016	Lost, removing from Destiny
Your lie in April. 1	Arakawa, Naoshi	2015	Lost, removing from Destiny

Title of Book	Author	Date Published	Reason for Deaccessioning
Spidey. #3, [In the jaws of the lizard!]	Thompson, Robbie	2017	Lost, removing from Destiny
Spidey. #2, [Enter the Sandman]	Thompson, Robbie	2017	Lost, removing from Destiny
A silent voice. 2	Ōima, Yoshitoki	2015	Lost, removing from Destiny
A silent voice. 1	Ōima, Yoshitoki	2015	Lost, removing from Destiny
Rogue One. Volume 3	Houser, Jody	2019	Lost, removing from Destiny
One trick pony	Hale, Nathan	2017	Lost, removing from Destiny
One-Punch Man. 01		2015	Lost, removing from Destiny
New kid	Craft, Jerry	2019	Lost, removing from Destiny
Naruto 3-in-1. Volumes 25, 26, 27	Kishimoto, Masashi	2014	Lost, removing from Destiny
Naruto 3-in-1. Volumes 22, 23, 24	Kishimoto, Masashi	2014	Lost, removing from Destiny
Naruto 3-in-1. Volumes 16, 17, 18	Kishimoto, Masashi	2013	Lost, removing from Destiny
The Ginyu force : vol. 7	Toriyama, Akira	2008	Lost, removing from Destiny
Ghostopolis	TenNapel, Doug	2010	Lost, removing from Destiny
Dragon Ball super. 8. Sign of son Goku	Toriyama, Akira	2020	Lost, removing from Destiny
Dog Man. Unleashed	Pilkey, Dav	2017	Lost, removing from Destiny
Black clover. 4. The crimson lion	Tabata, Yūki	2016	Lost, removing from Destiny
Artemis : wild goddess of the hunt	O'Connor, George	2017	Lost, removing from Destiny
20,000 leagues under the sea	Jules Verne	2006	Lost, removing from Destiny
Delilah Dirk and the king's shilling	Tony Cliff	2016	Poor Physical Condition
Delilah Dirk and the pillars of Hercules	Tony Cliff	2018	Poor Physical Condition
The wishing spell	Colfer, Chris	2012	Lost, removing from Destiny
Rick	Alex Gino	2020	Lost, removing from Destiny
Ravenous	Connolly, MarcyKate	2016	Lost, removing from Destiny
Haikyuu!	Furudate, Haruichi	2016	Lost, removing from Destiny
Guts	Telgemeier, Raina	2019	Lost, removing from Destiny
Flush	Hiaasen, Carl	2005	Lost, removing from Destiny
Charger: HP Model: TPN-LA19	NA	NA	Lost, removing from Destiny
Charger HP	NA	NA	Lost, removing from Destiny

Library Weeding Log

North Intermediate Media Center

From: 4/18/2023 To: 4/27/2023

4/27/2023 - Copies Removed: 20

Alice's adventures in Wonderland (Removed: 1)

Author: Carroll, Lewis, 1832-1898. ISBN: 978-0-7636-2049-3 (pbk.) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
F Car	T 5001239	\$18.84	2/6/2017	kzilmer@bixbyps.org

Was Available -- Weeded

Black-eyed Susan : a novel (Removed: 1)

Author: Armstrong, Jennifer, 1961- ISBN: 0-517-70107-3 Published: 1995

Call Number	Barcode	Price	Acquired	Removed By
F Arm	T 1185	\$9.54	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Blown away! (Removed: 1)

Author: Harlow, Joan Hiatt. ISBN: 978-1-41690781-7 (hardcover) Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
F HAR	T 3191	\$16.18	1/7/2008	kzilmer@bixbyps.org

Was Available -- Weeded

Dreadful acts : book two of the Eddie Dickens trilogy (Removed: 1)

Author: Ardagh, Philip. ISBN: 978-0-8050-7155-9 (trade) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
F Ard	T 1176	\$13.91	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Everything for a dog (Removed: 1)

Author: Martin, Ann M., 1955- ISBN: 978-0-312-38651-1 (trade) Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
F MAR	T 4526	\$17.71	11/2/2009	kzilmer@bixbyps.org

Was Available -- Weeded

The fall of Fergal, or, Not so dingly in the Dell (Removed: 1)

Author: Ardagh, Philip. ISBN: 0-8050-7476-7 (hc : alk. paper) Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
F Ard	T 1177	\$11.81	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Hard gold : the Colorado gold rush of 1859 : a tale of the Old West (Removed: 1)

Author: Avi, 1937- ISBN: 978-1-42310519-0 (trade) Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
F Avi	T 3860	\$16.68	1/23/2009	kzilmer@bixbyps.org

Was Available -- Weeded

A house called Awful End : book one of the Eddie Dickens trilogy (Removed: 1)

Author: Ardagh, Philip. ISBN: 978-0-8050-6828-3 (trade) Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
F Ard	T 1180	\$15.31	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Library Weeding Log

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From: 4/18/2023 To: 4/27/2023

4/27/2023 - Copies Removed: 20

Lake of Skulls : a knight's story (Removed: 1)

Author: Stewart, Paul. ISBN: 0-689-87239-9 (trade) Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
F STE	T 2852	\$11.81	8/17/2007	kzilmer@bixbybs.org

Was Available -- Weeded

Little dog, lost (Removed: 1)

Author: Bauer, Marion Dane. ISBN: 978-1-44243423-3 (trade) Published: 2012

Call Number	Barcode	Price	Acquired	Removed By
F BAU	T 6344	\$17.04	1/29/2013	kzilmer@bixbybs.org

Was Available -- Weeded

Love that dog (Removed: 1)

Author: Creech, Sharon. ISBN: 0-06-029289-X (lib. bdg.) Published: 2001

Call Number	Barcode	Price	Acquired	Removed By
F CRE	T 1484	\$9.79	8/17/2007	kzilmer@bixbybs.org

Was Available -- Weeded

Midnight magic (Removed: 1)

Author: Avi, 1937- ISBN: 0-590-36035-3 (alk. paper) Published: 1999

Call Number	Barcode	Price	Acquired	Removed By
F Avi	T 1203	\$16.01	8/17/2007	kzilmer@bixbybs.org

Was Available -- Weeded

Murder at midnight (Removed: 1)

Author: Avi, 1937- ISBN: 978-0-545-08090-3 (trade) Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
F Avi	T 4597	\$18.41	11/30/2009	kzilmer@bixbybs.org

Was Available -- Weeded

The Random House book of poetry for children (Removed: 1)

Author: selected and introduced by Jack Prelutsky ; illustrated by Arnold Lobel. ISBN: 0-394-85010-6 Published: 1983

Call Number	Barcode	Price	Acquired	Removed By
811 Pre	T 2571	\$18.81	8/17/2007	kzilmer@bixbybs.org

Was Available -- Weeded

Science verse (Removed: 1)

Author: Scieszka, Jon. ISBN: 0-670-91057-0 (hardcover) Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
F Sci	T 3844	\$17.38	11/17/2008	kzilmer@bixbybs.org

Was Available -- Weeded

Sophia's war : a tale of the Revolution (Removed: 1)

Author: Avi, 1937- ISBN: 978-1-44241441-9 (trade : hardcover) Published: 2012

Call Number	Barcode	Price	Acquired	Removed By
F AVI	T 6399	\$18.44	1/29/2013	kzilmer@bixbybs.org

Was Available -- Weeded

Library Weeding Log

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From: 4/18/2023 To: 4/27/2023

4/27/2023 - Copies Removed: 20

Terrible times : book three of the Eddie Dickens trilogy (Removed: 1)

Author: Ardagh, Philip. ISBN: 978-0-8050-7156-6 (trade) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
F Ard	T 1182	\$13.91	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Thunder from the sea (Removed: 1)

Author: Harlow, Joan Hiatt. ISBN: 0-689-86403-5 (hardcover) Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
F HAR	T 1862	\$15.31	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

The true confessions of Charlotte Doyle (Removed: 1)

Author: Avi, 1937- ISBN: 0-531-05893-X (hardcover) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
F Avi	T 1210	\$11.81	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Who stole the Wizard of Oz? (Removed: 1)

Author: Avi, 1937- ISBN: 0-394-84644-3 (pbk.) Published: 1981

Call Number	Barcode	Price	Acquired	Removed By
F Avi	T 3932	\$10.19	2/19/2009	kzilmer@bixbyps.org

Was Available -- Weeded

4/26/2023 - Copies Removed: 10

Funny Frank (Removed: 1)

Author: King-Smith, Dick. ISBN: 0-375-81460-4 (trade) Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
F Kin	T 2062	\$15.31	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Gifts from the sea (Removed: 1)

Author: Kinsey-Warnock, Natalie. ISBN: 0-375-82257-7 (trade) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
F Kin	T 2069	\$15.31	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

The golden goose (Removed: 1)

Author: King-Smith, Dick. ISBN: 0-375-82984-9 (trade) Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
F Kin	T 2065	\$16.01	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Just Grace (Removed: 1)

Author: Harper, Charise Mericle. ISBN: 978-0-618-64642-5 (hc.) Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
F HAR	T 4614	\$16.32	11/30/2009	kzilmer@bixbyps.org

Was Available -- Weeded

Library Weeding Log

North Intermediate Media Center

From: 4/18/2023 To: 4/27/2023

4/26/2023 - Copies Removed: 10

Just Grace and the double surprise (Removed: 1)

Author: Harper, Charise Mericle. ISBN: 978-0-547-37026-2 (trade) Published: 2011

Call Number	Barcode	Price	Acquired	Removed By
F HAR	T 6173	\$16.66	3/7/2012	kzilmer@bixbyps.org

Was Available -- Weeded

Just Grace and the snack attack (Removed: 1)

Author: Harper, Charise Mericle. ISBN: 978-0-547-15223-3 (trade) Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
F HAR	T 5369	\$16.47	10/27/2010	kzilmer@bixbyps.org

Was Available -- Weeded

Just Grace and the trouble with cupcakes (Removed: 1)

Author: Harper, Charise Mericle. ISBN: 978-0-547-87744-0 (trade) Published: 2013

Call Number	Barcode	Price	Acquired	Removed By
F HAR	T 6690	\$17.89	3/5/2014	kzilmer@bixbyps.org

Was Available -- Weeded

A mouse called Wolf (Removed: 1)

Author: King-Smith, Dick. ISBN: 0-517-70974-0 (lib. bdg.) Published: 1997

Call Number	Barcode	Price	Acquired	Removed By
F Kin	T 2066	\$9.54	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Thirteen ways to sink a sub (Removed: 1)

Author: Gilson, Jamie. ISBN: 978-0-7614-5587-5 (trade) Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
F Gil	T 4789	\$17.01	4/29/2010	kzilmer@bixbyps.org

Was Available -- Weeded

Three terrible trins (Removed: 1)

Author: King-Smith, Dick. ISBN: 0-517-59828-0 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
F Kin	T 3813	\$10.19	11/17/2008	kzilmer@bixbyps.org

Was Available -- Weeded

4/25/2023 - Copies Removed: 33

6th grade can really kill you (Removed: 1)

Author: DeClements, Barthe. ISBN: 0-670-80656-0 Published: 1985

Call Number	Barcode	Price	Acquired	Removed By
F DeC	T 1531	\$9.67	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

The 18th emergency (Removed: 1)

Author: Byars, Betsy Cromer. ISBN: 0-14-031451-2 (pbk.) Published: 1981

Call Number	Barcode	Price	Acquired	Removed By
F Bya	T 7022		5/3/2010	kzilmer@bixbyps.org

Was Available -- Weeded

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From: 4/18/2023 To: 4/27/2023

4/25/2023 - Copies Removed: 33

Abel's island (Removed: 1)

Author: Steig, William, 1907-2003. ISBN: 0-374-30010-0 Published: 1976
Call Number Barcode Price Acquired Removed By
F Ste T 2842 \$16.04 8/17/2007 kzilmer@bixbyps.org
Was Available -- Weeded

Anne of Avonlea : an Anne of Green Gables story (Removed: 1)

Author: Montgomery, L. M. (Lucy Maud), 1874-1942. ISBN: 0-448-40063-4 Published: 1990
Call Number Barcode Price Acquired Removed By
F Mon T 2364 \$16.03 8/17/2007 kzilmer@bixbyps.org
Was Available -- Weeded

Be a perfect person in just three days! (Removed: 1)

Author: Manes, Stephen, 1949- ISBN: 0-89919-064-2 (lib. bdg.) Published: 1982
Call Number Barcode Price Acquired Removed By
F MAN T 2258 \$16.04 8/17/2007 kzilmer@bixbyps.org
Was Available -- Weeded

The big wave (Removed: 1)

Author: Buck, Pearl S. (Pearl Sydenstricker), 1892-1973. ISBN: 0-06-440171-5 Published: 1986
Call Number Barcode Price Acquired Removed By
F Buc T 1321 \$9.29 8/17/2007 kzilmer@bixbyps.org
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Blackberries in the dark (Removed: 1)

Author: Jukes, Mavis. ISBN: 0-394-87599-0 Published: 1985
Call Number Barcode Price Acquired Removed By
F Juk T 2015 \$15.31 8/17/2007 kzilmer@bixbyps.org
Was Available -- Weeded

Dacey's song (Removed: 1)

Author: Voigt, Cynthia. ISBN: 0-689-30944-9 Published: 1982
Call Number Barcode Price Acquired Removed By
F Voi T 2948 \$17.41 8/17/2007 kzilmer@bixbyps.org
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Dodger & me (Removed: 1)

Author: Sonnenblick, Jordan. ISBN: 978-0-312-37793-9 (trade) Published: 2008
Call Number Barcode Price Acquired Removed By
F Son T 3668 \$16.86 9/8/2008 kzilmer@bixbyps.org
Was Available -- Weeded

The firebird rocket (Removed: 1)

Author: Dixon, Franklin W. ISBN: 0-448-08957-2 Published: 1978
Call Number Barcode Price Acquired Removed By
F Dix T 1001 \$9.03 8/17/2007 kzilmer@bixbyps.org
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North Intermediate Media Center

From: 4/18/2023 To: 4/27/2023

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Fourth-grade fuss (Removed: 1)

Author: Hurwitz, Johanna.	ISBN: 0-06-052343-3	Published: 2004		
Call Number	Barcode	Price	Acquired	Removed By
F HUR	T 1961	\$16.03	8/17/2007	kzilmer@bixbyps.org
Was Available -- Weeded				

The great brain, (Removed: 1)

Author: Fitzgerald, John Dennis.	ISBN: 0-8037-3076-4	Published: 1967		
Call Number	Barcode	Price	Acquired	Removed By
F Fit	T 7425	\$11.53	10/10/2014	kzilmer@bixbyps.org
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The great brain is back (Removed: 1)

Author: Fitzgerald, John Dennis.	ISBN: 0-8037-1347-9 (lib. bdg.)	Published: 1995		
Call Number	Barcode	Price	Acquired	Removed By
F Fit	T 7426	\$19.07	10/10/2014	kzilmer@bixbyps.org
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Guinea dog (Removed: 1)

Author: Jennings, Patrick.	ISBN: 978-1-60684-053-5 (trade)	Published: 2010		
Call Number	Barcode	Price	Acquired	Removed By
F JEN	T 5379	\$17.16	10/27/2010	kzilmer@bixbyps.org
Was Available -- Weeded				

The Hoboken chicken emergency (Removed: 1)

Author: Pinkwater, Daniel Manus, 1941-	ISBN: 978-1-41692809-6	Published: 2007		
Call Number	Barcode	Price	Acquired	Removed By
F PIN	T 3225	\$16.88	1/7/2008	kzilmer@bixbyps.org
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Homecoming (Removed: 1)

Author: Voigt, Cynthia.	ISBN: 0-689-30833-7	Published: 1981		
Call Number	Barcode	Price	Acquired	Removed By
F Voi	T 2949	\$18.11	8/17/2007	kzilmer@bixbyps.org
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Jake and Lily (Removed: 1)

Author: Spinelli, Jerry.	ISBN: 978-0-06-028135-9 (trade)	Published: 2012		
Call Number	Barcode	Price	Acquired	Removed By
F Spi	T 6762	\$17.89	3/5/2014	kzilmer@bixbyps.org
Was Available -- Weeded				

Let the circle be unbroken (Removed: 1)

Author: Taylor, Mildred D.	ISBN: 0-8037-4748-9	Published: 1981		
Call Number	Barcode	Price	Acquired	Removed By
F Tay	T 2885	\$17.43	8/17/2007	kzilmer@bixbyps.org
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Lexi's tale (Removed: 1)

Author: Hurwitz, Johanna.	ISBN: 978-1-58717-091-1 (trade)	Published: 2002		
Call Number	Barcode	Price	Acquired	Removed By

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F Hur	T 1962	\$9.02	8/17/2007	kzilmer@bixbyps.org
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Math course (Removed: 1)

Author: Scieszka, Jon.	ISBN: 0-670-86194-4	Published: 1995		
Call Number	Barcode	Price	Acquired	Removed By
F Sci	T 7429	\$20.09	10/10/2014	kzilmer@bixbyps.org
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Moon shadow (Removed: 1)

Author: Platt, Chris, 1959-	ISBN: 1-56145-382-X	Published: 2006		
Call Number	Barcode	Price	Acquired	Removed By
F Pla	T 3491	\$15.46	9/8/2008	kzilmer@bixbyps.org
Was Available -- Weeded				

More adventures of the Great Brain (Removed: 1)

Author: Fitzgerald, John Dennis.	ISBN: 0-8037-5821-9	Published: 1969		
Call Number	Barcode	Price	Acquired	Removed By
F Fit	T 7433	\$11.53	10/10/2014	kzilmer@bixbyps.org
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My parents think I'm sleeping : poems (Removed: 1)

Author: Prelutsky, Jack.	ISBN: 0-688-14028-9	Published: 1985		
Call Number	Barcode	Price	Acquired	Removed By
811.5 Pre	T 2568	\$10.29	8/17/2007	kzilmer@bixbyps.org
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One-eyed cat (Removed: 1)

Author: Fox, Paula.	ISBN: 0-689-86193-1	Published: 1984		
Call Number	Barcode	Price	Acquired	Removed By
F Fox	T 1686	\$16.71	8/17/2007	kzilmer@bixbyps.org
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Roll of thunder, hear my cry (Removed: 1)

Author: Taylor, Mildred D.	ISBN: 0-8037-7473-7	Published: 1976		
Call Number	Barcode	Price	Acquired	Removed By
F Tay	T 2886	\$10.39	8/17/2007	kzilmer@bixbyps.org
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Sing a song of popcorn : every child's book of poems (Removed: 1)

Author: illustrated by Marcia Brown ... [et al.]; selected by Beatrice Schenk de Regniers ... [et al.].	ISBN: 0-590-43974-X	Published: 1988		
Call Number	Barcode	Price	Acquired	Removed By
808.8 DeR	T 1529	\$18.11	8/17/2007	kzilmer@bixbyps.org
Was Available -- Weeded				

The team that couldn't lose (Removed: 1)

Author: Christopher, Matt.	LCCN: 67-17550	Published: 1967		
Call Number	Barcode	Price	Acquired	Removed By
F Chr	T 5657	\$13.66	5/25/2011	kzilmer@bixbyps.org
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There's a boy in the girls' bathroom (Removed: 1)

Author: Sachar, Louis, 1954- ISBN: 0-394-88570-8 Published: 1987

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F Sac	T 2657	\$10.04	8/17/2007	kzilmer@bixbyps.org

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The trouble with Tuck (Removed: 1)

Author: Taylor, Theodore, 1921-2006. ISBN: 0-385-17774-7 Published: 1981

Call Number	Barcode	Price	Acquired	Removed By
F Tay	T 2889	\$16.71	8/17/2007	kzilmer@bixbyps.org

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Tuck everlasting (Removed: 1)

Author: Babbitt, Natalie. ISBN: 0-374-37848-7 Published: 1975

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F BAB	31300004000110	\$15.71	4/25/2022	kzilmer@bixbyps.org

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The unsigned valentine : and other events in the life of Emma Meade (Removed: 1)

Author: Hurwitz, Johanna. ISBN: 978-0-06-056053-9 (lib. bdg.) Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
F Hur	T 1965	\$16.03	8/17/2007	kzilmer@bixbyps.org

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Where the lilies bloom (Removed: 1)

Author: Cleaver, Vera. LCCN: 75-82402 Published: 1970

Call Number	Barcode	Price	Acquired	Removed By
F Cle	T 1413	\$16.03	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Why don't you get a horse, Sam Adams? (Removed: 1)

Author: Fritz, Jean. ISBN: 0-698-20292-9 Published: 1974

Call Number	Barcode	Price	Acquired	Removed By
92 Ada	T 1715	\$10.29	8/17/2007	kzilmer@bixbyps.org

Was Available -- Deleted

4/24/2023 - Copies Removed: 17

Brian's hunt (Removed: 1)

Author: Paulsen, Gary. ISBN: 0-385-74647-4 (trade hardcover) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
F PAU	T 2504	\$15.31	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

A Christmas sonata (Removed: 1)

Author: Paulsen, Gary. ISBN: 0-385-30441-2 Published: 1992

Call Number	Barcode	Price	Acquired	Removed By
F PAU	T 2508	\$9.54	8/17/2007	kzilmer@bixbyps.org

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Clemson Tigers (Removed: 1)

Author: Kelley, K. C. ISBN: 978-1-50385032-3 Published: 2022

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796.332 KEL	31310000000337	\$22.00	1/13/2023	kzilmer@bixbyps.org

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Colder than ice (Removed: 1)

Author: Patneau, David. ISBN: 0-8075-8135-6 (hc.) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
F Pat	T 3647	\$10.42	9/8/2008	kzilmer@bixbyps.org

Was Available -- Weeded

Crush : the theory, practice, and destructive properties of love (Removed: 1)

Author: Paulsen, Gary. ISBN: 978-0-385-74230-6 (trade) Published: 2012

Call Number	Barcode	Price	Acquired	Removed By
F PAU	T 6738	\$15.79	3/5/2014	kzilmer@bixbyps.org

Was Available -- Weeded

Danger down the Nile (Removed: 1)

Author: Patterson, James, 1947- ISBN: 978-0-316-37086-8 Published: 2014

Call Number	Barcode	Price	Acquired	Removed By
F Pat	T 9229	\$18.00	9/29/2015	kzilmer@bixbyps.org

Was Available -- Weeded

Ellie Ever (Removed: 1)

Author: Patterson, Nancy Ruth. ISBN: 978-0-374-32108-6 (trade) Published: 2010

Call Number	Barcode	Price	Acquired	Removed By
F Pat	T 5560	\$17.16	5/19/2011	kzilmer@bixbyps.org

Was Available -- Weeded

Fang : a Maximum Ride novel (Removed: 1)

Author: Patterson, James, 1947- ISBN: 978-0-316-03619-1 (trade) Published: 2010

Call Number	Barcode	Price	Acquired	Removed By
F PAT	T 4800	\$18.41	5/11/2010	kzilmer@bixbyps.org

Was Available -- Weeded

The green dog : a mostly true story (Removed: 1)

Author: Staples, Suzanne Fisher. ISBN: 0-374-32779-3 (hc.) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
F STA	T 2833	\$16.04	8/17/2007	kzilmer@bixbyps.org

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Jacob have I loved (Removed: 1)

Author: Paterson, Katherine. ISBN: 0-690-04079-2 (lib. bdg.) Published: 1980

Call Number	Barcode	Price	Acquired	Removed By
F Pat	T 2496	\$16.03	8/17/2007	kzilmer@bixbyps.org

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Lucky breaks (Removed: 1)

Author: Patron, Susan, 1948- ISBN: 978-1-41693998-6 (trade) Published: 2009

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F PAT	T 4554	\$17.71	11/2/2009	kzilmer@bixbybs.org
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Molly McGinty has a really good day (Removed: 1)

Author: Paulsen, Gary. ISBN: 978-0-385-32588-2 (trade hardcover) Published: 2004

Call Number	Barcode	Price	Acquired	Removed By
F Pau	T 2511	\$13.91	8/17/2007	kzilmer@bixbybs.org

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Peril at the top of the world (Removed: 1)

Author: Patterson, James, 1947- ISBN: 978-0-316-34693-1 Published: 2016

Call Number	Barcode	Price	Acquired	Removed By
F Pat	T 5001409	\$17.79	2/6/2017	kzilmer@bixbybs.org

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A piece of the sky (Removed: 1)

Author: Patneau, David. ISBN: 978-0-8075-6536-0 (hardcover) Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
F Pat	T 3648	\$16.16	9/8/2008	kzilmer@bixbybs.org

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Treasure hunters (Removed: 1)

Author: Patterson, James, 1947- ISBN: 978-0-316-20756-0 Published: 2013

Call Number	Barcode	Price	Acquired	Removed By
F PAT	T 6737	\$17.90	3/5/2014	kzilmer@bixbybs.org

Was Available -- Weeded

Witch & wizard : the fire (Removed: 1)

Author: Patterson, James, 1947- ISBN: 978-0-316-10190-5 (trade) Published: 2011

Call Number	Barcode	Price	Acquired	Removed By
F Pat	T 5857	\$18.76	3/7/2012	kzilmer@bixbybs.org

Was Available -- Weeded

Witch & wizard : the gift (Removed: 1)

Author: Patterson, James, 1947- ISBN: 978-0-316-03625-2 (trade) Published: 2010

Call Number	Barcode	Price	Acquired	Removed By
F PAT	T 5608	\$18.56	4/15/2011	kzilmer@bixbybs.org

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Abner Doubleday and baseball's beginning : separating fact from fiction (Removed: 1)

Author: Yomtov, Nelson. ISBN: 978-1-49669536-9 Published: 2021

Call Number	Barcode	Price	Acquired	Removed By
796.35709 YOM	31300000600004	\$21.99	3/25/2021	kzilmer@bixbybs.org

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Basketball (Removed: 1)

Author: Minden, Cecilia. ISBN: 978-1-60279-245-6 (trade) Published: 2009

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796.3 Min	T 5001245	\$20.95	2/6/2017	kzilmer@bixbyps.org
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Basketball in the Big 12 Conference (Removed: 1)

Author: Sommers, Michael A., 1966- ISBN: 978-1-40421384-5 (library binding) Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
796.3 Som	T 5001248	\$23.81	2/6/2017	kzilmer@bixbyps.org
Was Available -- Weeded				

A dog's life : the autobiography of a stray (Removed: 1)

Author: Martin, Ann M., 1955- ISBN: 0-439-71559-8 (hardcover : alk. paper) Published: 2005

Call Number	Barcode	Price	Acquired	Removed By
F MAR	T 2268	\$16.73	8/17/2007	kzilmer@bixbyps.org
Was Available -- Weeded				

Fantasy football math : using stats to score big in your league (Removed: 1)

Author: Doeden, Matt, ISBN: 978-1-51572168-0 Published: 2017

Call Number	Barcode	Price	Acquired	Removed By
793.9 Doe	T 5001643	\$20.99	5/18/2017	kzilmer@bixbyps.org
Was Available -- Weeded				

Fire on ice : autobiography of a champion figure skater (Removed: 1)

Author: Cohen, Sasha, 1984- ISBN: 978-0-06-115385-3 Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
92 Coh	T 1435	\$11.83	8/17/2007	kzilmer@bixbyps.org
Was Available -- Weeded				

Franny Parker (Removed: 1)

Author: McKinnon, Hannah Roberts. ISBN: 978-0-374-32469-8 (trade) Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
F McK	T 5407	\$17.17	10/27/2010	kzilmer@bixbyps.org
Was Available -- Weeded				

Girl's best friend (Removed: 1)

Author: Margolis, Leslie. ISBN: 978-1-59990-525-9 (trade) Published: 2010

Call Number	Barcode	Price	Acquired	Removed By
F MAR	T 5811	\$16.66	1/24/2012	kzilmer@bixbyps.org
Was Available -- Weeded				

How to improve at basketball (Removed: 1)

Author: Drewett, Jim. ISBN: 978-0-7787-3566-3 (lib. bdg.) Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
796.3 DRE	T 9000	\$21.95	12/3/2008	kzilmer@bixbyps.org
Was Available -- Weeded				

Nothing but trouble : the story of Althea Gibson (Removed: 1)

Author: Stauffacher, Sue, 1961- ISBN: 978-0-375-83408-0 (trade hc.) Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
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92 Gib	T 3235	\$16.88	1/7/2008	kzilmer@bixbyps.org
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A strong right arm : the story of Mamie "Peanut" Johnson (Removed: 1)

Author: Green, Michelle Y. ISBN: 0-8037-2661-9 (alk. paper) Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
92 Joh	T 4482	\$17.71	11/2/2009	kzilmer@bixbyps.org
Was Available -- Weeded				

What athletes are made of (Removed: 1)

Author: Thomson, Sarah L. ISBN: 978-1-41691002-2 (trade bdg.) Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
920 PIV	T 3490	\$16.86	9/8/2008	kzilmer@bixbyps.org
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Angel's mother's boyfriend (Removed: 1)

Author: Delton, Judy. ISBN: 0-395-39968-8 Published: 1986

Call Number	Barcode	Price	Acquired	Removed By
F Del	T 1542	\$16.04	8/17/2007	kzilmer@bixbyps.org
Was Available -- Weeded				

Angel's mother's wedding (Removed: 1)

Author: Delton, Judy. ISBN: 0-395-44470-5 Published: 1987

Call Number	Barcode	Price	Acquired	Removed By
F Del	T 1543	\$16.04	8/17/2007	kzilmer@bixbyps.org
Was Available -- Weeded				

Baseball great (Removed: 2)

Author: Green, Tim, 1963- ISBN: 978-0-06-162686-9 (trade bdg.) Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
F Gre	T 4387	\$17.54	9/4/2009	kzilmer@bixbyps.org
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F Gre	T 4656	\$17.71	1/26/2010	kzilmer@bixbyps.org
Was Available -- Weeded				

Best of the best : a baseball great novel (Removed: 1)

Author: Green, Tim, 1963- ISBN: 978-0-06-168622-1 (trade bdg.) Published: 2011

Call Number	Barcode	Price	Acquired	Removed By
F Gre	T 6169	\$18.06	3/7/2012	kzilmer@bixbyps.org
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Brand-new page (Removed: 2)

Author: Davis, Tony, 1961- ISBN: 978-0-385-90707-1 (lib. bdg.) Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
F Dav	T 5584	\$15.06	3/28/2011	kzilmer@bixbyps.org
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F DAV	T 6351	\$15.64	1/29/2013	kzilmer@bixbybs.org
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The cat ate my gymsuit (Removed: 1)

Author: Danziger, Paula, 1944-	ISBN: 0-399-24307-0	Published: 2004		
Call Number	Barcode	Price	Acquired	Removed By
F Dan	T 1521	\$16.03	8/17/2007	kzilmer@bixbybs.org

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The cats of Roxville Station (Removed: 1)

Author: George, Jean Craighead, 1919-2012.	ISBN: 978-0-525-42140-5 (trade)	Published: 2009		
Call Number	Barcode	Price	Acquired	Removed By
F Geo	T 4609	\$17.71	11/30/2009	kzilmer@bixbybs.org

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The courage of Sarah Noble (Removed: 1)

Author: Dalglish, Alice, 1893-1979.	ISBN: 0-684-18830-9	Published: 1986		
Call Number	Barcode	Price	Acquired	Removed By
F Dal	T 1517	\$16.73	8/17/2007	kzilmer@bixbybs.org

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Dark's tale (Removed: 1)

Author: Grabien, Deborah.	ISBN: 978-1-60684-037-5 (trade)	Published: 2010		
Call Number	Barcode	Price	Acquired	Removed By
F Gra	T 5357	\$17.16	10/27/2010	kzilmer@bixbybs.org

Was Available -- Weeded

Double dog dare (Removed: 1)

Author: Graff, Lisa (Lisa Colleen), 1981-	ISBN: 978-0-399-25516-8 (trade)	Published: 2012		
Call Number	Barcode	Price	Acquired	Removed By
F Gra	T 7167	\$18.64	11/10/2014	kzilmer@bixbybs.org

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Eleven (Removed: 1)

Author: Giff, Patricia Reilly.	ISBN: 978-0-385-73069-3 (hardcover)	Published: 2008		
Call Number	Barcode	Price	Acquired	Removed By
F GIF	T 3410	\$16.18	9/8/2008	kzilmer@bixbybs.org

Was Available -- Weeded

The flight of the Silver Turtle (Removed: 1)

Author: Fardell, John, 1967-	ISBN: 0-399-24382-8	Published: 2006		
Call Number	Barcode	Price	Acquired	Removed By
F Far	T 3389	\$16.18	9/8/2008	kzilmer@bixbybs.org

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From Norvelt to nowhere (Removed: 1)

Author: Gantos, Jack.	ISBN: 978-0-374-37994-0 (trade)	Published: 2013		
Call Number	Barcode	Price	Acquired	Removed By
F Gan	T 6677	\$17.89	3/5/2014	kzilmer@bixbybs.org

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Future knight (Removed: 1)

Author: Davis, Tony, 1961- ISBN: 978-0-385-73800-2 (trade) Published: 2009

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F Dav	T 4605	\$14.91	11/30/2009	kzilmer@bixbyps.org

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Genevieve's war (Removed: 1)

Author: Giff, Patricia Reilly. ISBN: 978-0-8234-3800-6 Published: 2017

Call Number	Barcode	Price	Acquired	Removed By
F Gif	T 5002230	\$19.43	5/4/2018	kzilmer@bixbyps.org

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Ginger Pye (Removed: 1)

Author: Estes, Eleanor, 1906-1988. ISBN: 0-15-202499-9 (hardcover) Published: 2000

Call Number	Barcode	Price	Acquired	Removed By
F EST	T 3267	\$9.34	1/29/2008	kzilmer@bixbyps.org

Was Available -- Weeded

The great treehouse war (Removed: 1)

Author: Graff, Lisa (Lisa Colleen), 1981- ISBN: 978-0-399-17500-8 Published: 2017

Call Number	Barcode	Price	Acquired	Removed By
F Gra	T 5002232	\$19.47	5/4/2018	kzilmer@bixbyps.org

Was Available -- Weeded

Hatching magic (Removed: 1)

Author: Downer, Ann, 1960- ISBN: 978-0-689-83400-4 (pbk.) Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
F Dow	T 1573	\$17.41	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Heads or tails : stories from the sixth grade (Removed: 1)

Author: Gantos, Jack. ISBN: 0-374-32909-5 Published: 1994

Call Number	Barcode	Price	Acquired	Removed By
F Gan	T 1730	\$16.04	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

The iron empire (Removed: 1)

Author: Dashner, James, 1972- ISBN: 978-0-545-38702-6 (trade) Published: 2014

Call Number	Barcode	Price	Acquired	Removed By
F Das	T 9456		10/1/2018	kzilmer@bixbyps.org

Was Available -- Weeded

Kenny & the dragon (Removed: 1)

Author: DiTerlizzi, Tony. ISBN: 978-1-41693977-1 (trade) Published: 2008

Call Number	Barcode	Price	Acquired	Removed By
F DIT	T 4020	\$16.84	4/23/2009	kzilmer@bixbyps.org

Was Available -- Weeded

The kind of friends we used to be (Removed: 1)

Author: Dowell, Frances O'Roark. ISBN: 978-1-41695031-8 (trade) Published: 2009

Call Number	Barcode	Price	Acquired	Removed By
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Library Weeding Log

North Intermediate Media Center

From: 4/18/2023 To: 4/27/2023

4/20/2023 - Copies Removed: 49

F Dow	T 3939	\$17.38	2/19/2009	kzilmer@bixbyps.org
Was Available -- Weeded				

The lemonade crime (Removed: 1)

Author: Davies, Jacqueline, 1962-	ISBN: 978-0-547-27967-1 (trade)	Published: 2011		
Call Number	Barcode	Price	Acquired	Removed By
F DAV	T 6350	\$17.74	1/29/2013	kzilmer@bixbyps.org
Was Available -- Weeded				

The missing manatee (Removed: 1)

Author: DeFelice, Cynthia C.	ISBN: 978-0-374-31257-2 (trade bdg.)	Published: 2005		
Call Number	Barcode	Price	Acquired	Removed By
F DeF	T 1538	\$16.04	8/17/2007	kzilmer@bixbyps.org
Was Available -- Weeded				

Models don't eat chocolate cookies (Removed: 1)

Author: Dionne, Erin, 1975-	ISBN: 978-0-8037-3435-7 (trade)	Published: 2009		
Call Number	Barcode	Price	Acquired	Removed By
F Dio	T 4700	\$18.41	4/19/2010	kzilmer@bixbyps.org
Was Available -- Weeded				

NERDS : M is for mama's boy (Removed: 1)

Author: Buckley, Michael.	ISBN: 978-0-8109-8986-3 (lib. ed.)	Published: 2010		
Call Number	Barcode	Price	Acquired	Removed By
F Buc	T 5579	\$16.44	3/28/2011	kzilmer@bixbyps.org
Was Available -- Weeded				

NERDS : National Espionage, Rescue, and Defense Society (Removed: 1)

Author: Buckley, Michael, 1969-	ISBN: 978-0-8109-4324-7 (trade)	Published: 2009		
Call Number	Barcode	Price	Acquired	Removed By
F Buc	T 4647	\$16.29	1/26/2010	kzilmer@bixbyps.org
Was Available -- Weeded				

NERDS : the cheerleaders of doom (Removed: 1)

Author: Buckley, Michael.	ISBN: 978-1-41970024-8 (trade)	Published: 2011		
Call Number	Barcode	Price	Acquired	Removed By
F Buc	T 5732	\$16.64	11/30/2011	kzilmer@bixbyps.org
Was Available -- Weeded				

NERDS : the villain virus (Removed: 1)

Author: Buckley, Michael.	ISBN: 978-1-41970415-4 (trade)	Published: 2012		
Call Number	Barcode	Price	Acquired	Removed By
F Buc	T 6408	\$17.72	1/29/2013	kzilmer@bixbyps.org
Was Available -- Weeded				

Nory Ryan's song (Removed: 1)

Author: Giff, Patricia Reilly.	ISBN: 0-385-32141-4 (hardcover)	Published: 2000		
Call Number	Barcode	Price	Acquired	Removed By
F Gif	T 1759	\$16.01	8/17/2007	kzilmer@bixbyps.org
Was Available -- Weeded				

Library Weeding Log

North Intermediate Media Center

From: 4/18/2023 To: 4/27/2023

4/20/2023 - Copies Removed: 49

Old Yeller, (Removed: 2)

Author: Gipson, Fred, 1908-1973.

LCCN: 68-1507

Published: 1966

Call Number

Barcode

Price

Acquired

Removed By

F Gip

T 1765

\$20.94

8/17/2007

kzilmer@bixbybs.org

Was Available -- Weeded

F Gip

T 4711

\$21.92

4/19/2010

kzilmer@bixbybs.org

Was Available -- Weeded

Prairie winter (Removed: 1)

Author: Geisert, Bonnie.

ISBN: 978-0-618-68588-2 (trade)

Published: 2009

Call Number

Barcode

Price

Acquired

Removed By

F Gei

T 4788

\$17.02

4/29/2010

kzilmer@bixbybs.org

Was Available -- Weeded

Rat trap (Removed: 1)

Author: Daley, Michael J.

ISBN: 978-0-8234-2093-3
(hardcover)

Published: 2008

Call Number

Barcode

Price

Acquired

Removed By

F DAL

T 3699

\$16.86

10/20/2008

kzilmer@bixbybs.org

Was Available -- Weeded

The secret language of girls (Removed: 1)

Author: Dowell, Frances O'Roark.

ISBN: 0-689-84421-2

Published: 2004

Call Number

Barcode

Price

Acquired

Removed By

F DOW

T 1571

\$16.71

8/17/2007

kzilmer@bixbybs.org

Was Available -- Weeded

Shooting the moon (Removed: 1)

Author: Dowell, Frances O'Roark.

ISBN: 978-1-41692690-0

Published: 2008

Call Number

Barcode

Price

Acquired

Removed By

F Dow

T 3378

\$16.88

9/8/2008

kzilmer@bixbybs.org

Was Available -- Weeded

Ten miles past normal (Removed: 1)

Author: Dowell, Frances O'Roark.

ISBN: 978-1-41699585-2 (trade)

Published: 2011

Call Number

Barcode

Price

Acquired

Removed By

F Dow

T 6352

\$18.44

1/29/2013

kzilmer@bixbybs.org

Was Available -- Weeded

Toad away (Removed: 1)

Author: Gleitzman, Morris.

ISBN: 0-375-82766-8 (trade)

Published: 2006

Call Number

Barcode

Price

Acquired

Removed By

F Gle

T 1767

\$15.31

8/17/2007

kzilmer@bixbybs.org

Was Available -- Weeded

Toad rage (Removed: 1)

Author: Gleitzman, Morris.

ISBN: 0-375-82762-5 (Trade)

Published: 2004

Call Number

Barcode

Price

Acquired

Removed By

F Gle

T 1769

\$9.54

8/17/2007

kzilmer@bixbybs.org

Was Available -- Weeded

Library Weeding Log

North Intermediate Media Center

From: 4/18/2023 To: 4/27/2023

4/20/2023 - Copies Removed: 49

The total tragedy of a girl named Hamlet (Removed: 1)

Author: Dionne, Erin, 1975- ISBN: 978-0-8037-3298-8 Published: 2010
(hardcover)

Call Number	Barcode	Price	Acquired	Removed By
F Dio	T 4701	\$17.71	4/19/2010	kzilmer@bixbyps.org

Was Available -- Weeded

Tuesdays at the castle (Removed: 1)

Author: George, Jessica Day, 1976- ISBN: 978-1-59990-644-7 (trade) Published: 2011

Call Number	Barcode	Price	Acquired	Removed By
F Geo	T 5868	\$18.06	3/7/2012	kzilmer@bixbyps.org

Was Available -- Weeded

The ugly princess and the wise fool (Removed: 1)

Author: Gray, Margaret. ISBN: 0-8050-6847-3 (hc : alk. Published: 2002
paper)

Call Number	Barcode	Price	Acquired	Removed By
F GRA	T 1789	\$16.71	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Under the same sky (Removed: 1)

Author: DeFelice, Cynthia C. ISBN: 0-374-38032-5 Published: 2003

Call Number	Barcode	Price	Acquired	Removed By
F DeF	T 1539	\$16.04	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

United Tates of America (Removed: 1)

Author: Danziger, Paula, 1944- ISBN: 978-0-590-69221-2 (trade) Published: 2002

Call Number	Barcode	Price	Acquired	Removed By
F Dan	T 1523	\$17.41	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Water Street (Removed: 1)

Author: Giff, Patricia Reilly. ISBN: 978-0-385-90097-3 Published: 2006

Call Number	Barcode	Price	Acquired	Removed By
F Gif	T 1761	\$16.01	8/17/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Who's saying what in Jamestown, Thomas Savage? (Removed: 1)

Author: Fritz, Jean. ISBN: 978-0-399-24644-9 (hc.) Published: 2007

Call Number	Barcode	Price	Acquired	Removed By
F Fri	T 3129	\$18.13	11/2/2007	kzilmer@bixbyps.org

Was Available -- Weeded

Winter sky (Removed: 1)

Author: Giff, Patricia Reilly. ISBN: 978-0-385-37192-6 (lib. Published: 2014
bdg.)

Call Number	Barcode	Price	Acquired	Removed By
F Gif	T 6917	\$17.94	5/5/2014	kzilmer@bixbyps.org

Was Available -- Weeded

From: 4/18/2023 To: 4/27/2023 Total Copies Removed: 141

Deleted: 1, Transferred: 0, Weeded: 140



CCOSA

The Cooperative Council for
Oklahoma School Administration

2901 North Lincoln Boulevard
Oklahoma City, OK 73105
405-524-1191 office
405-524-1196 fax
www.ccosa.org

[RENEWAL]

Dear Superintendent:

Thank you so much for being a part of CCOSA District Level Services (DLS) last year! Your support allows us to continue to provide quality services and support to our members and your districts. Please find attached your renewal contract for 2023-2024. We appreciate you!

CCOSA offered more professional learning (PL) support last year, as was requested, and had tremendous response from districts. Again this year, the CCOSA DLS Program continues to include Free Online Professional Learning (PL) for the beginning-of-the-year PL that fulfills state and national requirements and is available for ALL staff members to access and use. You can review descriptions of additional PL opportunities on the attached flyer.

Federal funds, including the Elementary and Secondary School Emergency Relief funds (ESSER I-III), can be used to support CCOSA's District Level Services Program. This quality program will empower leaders with budgetary acumen to plan for and implement innovative programs and evidence-based interventions that not only serve to mitigate learning and opportunity gaps, but also create future-focused strategies within our schools to move students toward their ultimate goals. As Oklahoma's preeminent school leadership organization, we have identified practical resources that school districts can immediately apply to support effective leadership, teacher support, and student learning.

Sherry Durkee, Sand Springs Public School Superintendent, attested that "CCOSA's District Level Services Program is more valuable now than ever." In its eighth year, this program continues to advance with member school districts taking advantage of numerous opportunities to save money and to learn professionally. Membership costs depend upon size of district (see enclosed calculation grid).

Districts that formerly participated in CCOSA's Legal and/or Financial Assistance Program(s) will have the option to continue membership in those programs. However, to retain your current benefits and access these additional benefits, districts must join the District Level Services Program.

For CCOSA DLS renewal, please place the following item on an **upcoming Board agenda**:

Discussion, motion and possible action to approve or not to approve entry into an agreement with the Cooperative Council for Oklahoma School Administration (CCOSA) to participate in the CCOSA District Level Services Program for the 2023-24 fiscal year.

When the Board approves the agreement, please return a completed copy of the enclosed contract and forms (3 pages) to **Laura Crabtree** (laura@ccosa.org) or fax to **405.524.1196 (ATTN: Laura Crabtree)**, and keep a copy for your District files.

We look forward to working with you. Please contact me, Pam Deering (deering@ccosa.org), General Counsel Andrea Kunkel (kunkel@ccosa.org), Dr. Jeanene Barnett (barnett@ccosa.org) or Laura Crabtree (laura@ccosa.org) if you have questions about this Agreement or the Program.

Sincerely,

Dr. Pam Deering
CCOSA/OASA Executive Director



CCOSA

District Level Services

School Year 2023-2024

SCHOOL DISTRICT MEMBERSHIP TRAININGS

Free Registration for up to 5 people per district for the following trainings:

Advocacy:

- Legislative Conference

School Law for Administrators:

- Summer, Fall and Spring

School Budget & Training:

- Budget Bootcamp 1 (Basics of Building a Professional Budget)
- Budget Bootcamp 2 (Using the Budget Framework Template and Tools)
- Budget Bootcamp 3 (Planning for Next Year's Budget)

Federal Program Boot Camps:

- Compliance in Federal Programs & ESSER Funds
- Title I Basics & Building a Budget with Set Asides; Planning Parent Involvement and Homeless Services
- School-wide Consolidation of Funds; Transfer of Funds
- Consolidation of Administrative Costs & Indirect Costs (CAC, IDC)
- Personnel in Federal Funds; SPR, Federal Matching, Certification & TDR
- Federal Fiscal Fitness
- Monitoring for Federal Programs and EI

*

Pricing Structure By ADM

25,000+	\$4,000/year
10,000 - 24,999	\$3,000/year
5,000 - 9,999	\$2,500/year
1,500 - 4,999	\$2,000/year
500 - 1,499	\$1,800/year
499 or less	\$1,500/year

For more information or to sign up, contact Laura Crabtree at laura@ccosa.org.



CCOSA

District Level Services School Year 2023-2024

CCOSA INDIVIDUAL MEMBERSHIP

(\$265-\$405)

Paid by member through
annual enrollment

Discounted Professional Learning

Advisory Consultation
with CCOSA attorney & directors
for individual member

Advocacy on behalf of
Public Education

Association-specific calls for
updates on current issues

Other benefits including, but not limited
to:

- Professional Liability Insurance
- Legal Fee Reimbursement
- Legislative updates
- Education News Clips
- Better Schools quarterly digital magazine subscription
- And more!

CCOSA DISTRICT LEVEL SERVICES MEMBERSHIP

(\$1,500-\$4,000)

Paid by district*

Free registration for up to 5 people per
district for select trainings
(see back for full list)

Advisory Consultation
with CCOSA attorney & directors for ALL
school leaders & their teams

Advocacy on behalf of
Public Education

Consultation & support for budgeting and
budget projecting (including Vernon
Florence's monthly updates), Federal
Programs, Indian Ed., Student Accounting,
EL, GT, RSA for school leaders & teams

Access for all district staff members to
complete state and federally required
professional development, including:

- Alcohol & Drug Awareness **(NEW)**
- Autism **(NEW)**
- Bloodborne pathogens
- Bullying prevention
- Child abuse and neglect; Child sexual abuse awareness & reporting
- Digital teaching & learning
- Dyslexia and Dysgraphia **(NEW)**
- FERPA
- Hazardous communications
- Student Mental Health Needs **(NEW)**
- Title IX: McKinney/Vento and homeless assistance



CCOSA's District Level Services (DLS) Program
(Agreement 2023-2024)

This letter sets out the Agreement between the Cooperative Council for Oklahoma School Administration (CCOSA) and Bixby School District No. 4 of Tulsa County, Oklahoma (District) concerning the District's participation in **CCOSA's District Level Services Program** (Program) for the fiscal year ending June 30, 2024.

For participating Oklahoma cooperatives, interlocals, and technology centers, the cost of participation will be determined based upon the total 2021-22 ADM for your district.

P.O. CALCULATION GRID

County Name: TULSA County Number: 72
District Name: Bixby District Number: I-004

P.O. CALCULATION GRID

<u>ADM</u>	<u>COST</u>
25,000 plus	\$ 4,000
10,000 to 24,999	\$ 3,000
5,000 to 9,999	<u>\$ 2,500</u>
1,500 to 4,999	\$ 2,000
500 to 1,499	\$ 1,800
499 or less	\$ 1,500

ADM (2021-22)	TOTAL COST
<u>7,400</u>	<u>\$2,500⁰⁰</u>

Purchase Order Number: _____

Purchase Order Amount: _____

Please attach a copy of the purchase order when submitting completed forms



CCOSA

The Cooperative Council for
Oklahoma School Administration

2901 North Lincoln Boulevard
Oklahoma City, OK 73105
405-524-1191 office
405-524-1196 fax
www.ccosa.org

Superintendent Certification of Participation

I certify that on the 11th day of MAY 2023, the Board of Education of BIXBY Public Schools voted to allow our school district to participate in the CCOSA District Level Services Program. The BIXBY Board of Education has encumbered \$ 2,500 for the purpose of participating in the CCOSA District Level Services Program. The Board of Education acknowledges that participation in the Program will result in the provision of advisory services to designated administrators with BIXBY Public Schools.

R. Z. Leci

Signature of Superintendent

5/11/2023

Date

The District understands that CCOSA’s District Level Services Program emphasizes assistance in areas that help to create high-quality schools based on the research in *For the People* and seven areas that create a quality system: Culture and Climate; Learning; Teaching, and Assessment; Expanded Learning Opportunities; Governance, Leadership, and Accountability; Human Capital Development; Physical Resources; and Financial Resources.

If consultation and/or professional learning is in the school district, the school district would agree to pay travel expenses that would not be a part of this agreement.

The District understands that CCOSA and/or its partners will be unable to provide assistance in some areas and with some issues. The District understands that, in those situations, CCOSA and/or its partners may recommend that the District seek advice, assistance, and services beyond those offered by this Program, which may cause the District to incur expenses that are not covered by this Program. **This Program is ADVISORY ONLY and CCOSA and/or its partners do not warrant or guarantee any specific outcome related to the advisory services provided. CCOSA reserves the right to refuse participation to school districts and to remove school districts from participation in the Program.**

The term of this Agreement begins on the date it is approved by the District’s Board of Education and ends on June 30, 2024. Either the District or CCOSA may terminate this Agreement upon notice in writing to the other party. However, a delay in contract approval could result in your district missing valued services and workshops!



CCOSA

The Cooperative Council for
Oklahoma School Administration

2901 North Lincoln Boulevard
Oklahoma City, OK 73105
405-524-1191 office
405-524-1196 fax
www.ccosa.org

CCOSA's District Level Services (DLS) Program

Designated Administrator Contact Form 2023-2024

While all of your district leaders have full access by phone, email, or in person, we need you to designate district administrators who serve as your main contacts to share information from CCOSA and its partners. **These designated administrators will need to commit to forwarding Professional Learning opportunities to your other district and/or school team members to ensure that all of your leaders get maximum benefit from the program.** Districts with an ADM of 10,000 and above may designate three district administrators. The District may include additional school personnel at no additional cost in conference calls, on-site visits, and training sessions.

Designated Administrators

(based upon each district's size in ADM for the 2021-22 school year)

<u>ADM</u>	<u># of eligible administrators</u>
10,000 +	3
1 to 9,999	2

<u>ADMINISTRATOR</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Rob Miller	918 366-2211	rmiller@6ixbyps.org
Lydia Wilson	918 366-2240	lwilson@6ixbyps.org
*		

*only if ADM exceeds 10,000

Please send a copy of the completed forms to Laura Crabtree (laura@ccosa.org) or fax to 405.524.1196 (ATTN: Laura Crabtree). **Keep one copy for your records.**

NOMENCLATURE FOR ACTIVITY ACCOUNTS

Bixby Public Schools



SITE:

ACTIVITY ACCOUNT NAME:

ACTIVITY ACCOUNT NUMBER:

SOURCES OF REVENUE (RECIEPTS):

Receipts: Board-approved fundraisers: student fees and dues, t-shirts, service projects for charity, restaurant events, beef jerky sales, candle sales, grants, sponsorships, raffle events, bowl-a-thon, golf tournament, coupon books, plant/flower sales, butter braids, popcorn sales, garage sale, skate night, family fun night, dinners and auctions, car wash, face painting, candy/snacks/coffee store, cookbook sales, baked goods, coin drive, candy/cookie sales, sucker sales, license plate sales, strawberry roses, various crafts, snow cones, food bags, food items, crowdfunding, and donations.

DESCRIPTION OF EXPENDITURES:

Disbursements: to pay for registrations and entries, leadership meetings, supplies, service projects, to pay expenses for out-of-school activities such as: conventions, Frontier City, and National Leadership, classroom supplies, activity supplies, sewing supplies and projects, organization expenses, purchase of new equipment for department/classroom, awards, dues, banquet/receptions, film & processing, travel expenses, food supplies & decorations, workshops, monogramming supplies, t-shirts, competitive star events, homecoming expenses, conventions, meals, assemblies, speakers, sponsor gifts (up to \$100), snack/coffee cart, field trip expenses, appreciation awards and donations to families, charities and school organizations.

Approved:

Activities Director

LEARN WELL.

601 S. Riverview
Bixby OK 74008
918-366-2218



LIVE WITH HONOR.

bixbyps.info/athletics
Twitter: @HomeofSpartans
Facebook: @HomeofSpartans

May 8, 2023

To the Bixby Public School School Board:

I recommend the following Head Coaches to be rehired for the 23-24 School Year:

- | | |
|-------------------|--------------------------------------|
| Loren Montgomery | Head Football Coach |
| Kyle Kachelmeyer | Head Cheer/Stunt Coach |
| Victoria Frisella | Head Dance Coach |
| JP Suttmiller | Head Fastpitch Coach |
| Derek Serowski | Head Volleyball Coach |
| Mike Stanton | Head Girls/Boys Cross Country Coach |
| Lance Kight | Head Boys Basketball Coach |
| Ray Blake | Head Boys Wrestling Coach |
| Paul Mayfield | Head Girls Wrestling Coach |
| Christa Thompson | Head Girls Swimming Coach |
| Adina Meilner | Head Boys Swimming Coach |
| Justin Delay | Head Baseball Coach |
| Jordan Perceful | Head Girls Golf Coach |
| Todd Henshaw | Head Boys Golf Coach |
| Long Nguyen | Head Boys Soccer Coach |
| Doug Hennigan | Head Girls/Boys Tennis Coach |
| Doug Behrens | Head Boys Track Coach |
| Madison Eckert | Head Girls Track Coach |
| Connor Myers | Head Strength and Conditioning Coach |

I will be conducting a search to replace Brittany Scrapper, Head Soccer Coach, who resigned.

Kate Creekmore
Executive Director of Athletics
Bixby Public Schools



SUPPORT REHIRES 2023-2024

050

Kallen Armstrong
Michelle Atkinson
Eddie Burns
Dedi Clark
Dana Gouyd
Maricela Hanseth
Deborah Hauser
Marilyn Johnson
Debra Lewis
Sherry McIntyre
Patty Norris
Penny Rogers
Jessica Turner
Melinda Weig

051

Kevin Banks
Mindy Beesley
Micah Green
Laura DeWoody
John Stockton

110

Diana Calvery
Erin Crowder
Madeline Davis
Bobbie Harjo
Brianna Hausler
Kerri Henderson
Pinese Holt
Heather Hudson
Maura Lindsey
Lora Lozano
Bakitgul Maynard
Paige McDaniel
Martha Nunn
Toni Phillips
Bianca Robinson
Emily Ryan

Debbie Sweaney
Julia Watson
Julia Weakley
Jessica Wilhite

120

Crystal Barton
Lori Burgess
Casey Cale
Donna Carter
Baylee Daniel
Tacie Farnam
Madalyn Gordon
Amanda Holden
April Huddleston
Betsy Leahan
Paula Mace
Stephani Marshall
Darcelle Mealin
Kristen Mercer
Jenny Moffeit
Jessica Moore
Sandra Morre
Dalia Morales
Diana Robles
Amber Seratte
Evelin Silva
Megan Slaybaugh
Lindsay Stair
Sheri Stone
Jasmine Weeks
Myette Wells

130

Patsy Bowles
Glenda Bressler
Lisa Briscoe
Susannah Flake
Classen Gehring
Jasmine Hash

Teresa Havens
Jeana Madden
Sherrill Maxwell
Leaann Smith
Sylvia Tetley
Heather Thomas
Jennifer Tudor
Nicole Williams

140

Brittni Allen
Rachel Constein
Joleen Hansen
Chloe Hernandez
Abigail McDonald
Shauna Merbouhi
Rebecca Reider

150

Amy Cody
Kristen CoxRyan
Kim Dorman
Tammy Ellis
Lorissa Gilmore
Justi Gordon
Christie Hay
Sarah Hays
Elisa Herron
Courtney Hopkins
Shaina Jeffries
Darcy Kickey
Amy Morrow
Steffanie Oden
Julie ONeil
Radonda Shipman
Katelyn Snow

160

Vangie Arellano
Sara Blansett

Audra Chanceywood
Laura Cullison
Jennifer Cunningham
Steffan Gilmore
Jameka Johnson
Frederick Merriman
Kimberly Skidmore
Carrie Stockardhill
Casey Struttman

170

Narrlyn Carlile
Melissa Chittenden
Kelly Corado
Lainey Embry
Stefanie Esparza
Amanda Ezell
Samantha Garnica
Haylee Hardison
Carlie Head
Amanda Jones
Naomie Nichols
Sally Raymond
Kristin Schlutz
Jazzmine Stockam
Allison Streck
Kristy Tobjy
Sade Walker
Christy Whittington
Sherry Willis
Markiesha Woodruff

180

Megan Baker
LaDonna Baucom
LeAnn Crowell
Dora Goins
Holly Graves
Desire Pierrelouis
Evelyn Place
Dana Rector
Jalisa Reeves
Kendra Spoon
Parina Welch

501

Faith Beauchamp
Amy Childress
Caroll Currey

Lathan Duncan
Pamela Fulbright
James Gillispie
Jennie Goodell
Daniel Hand
Gidget Hargrove
Shannan Harris
Diep Harrison
Eric Harrison
Theresa Holland
Erik Howley
Karen Hyre
Kaitlyn Hughes
Julie Kelley
Tommy Kelley
Don Kuhn
Johnny Leslie Lane
Steven LaGoe
Carl Leonard
Laurance Lemay
Scott Lorenzo
Bryan Matthews
Paula McClenson
Alexandra Mendoza
Juan Mendoza
Rebecca Mott
Roy Mowry
Siri Oeltjenbruns Williams
Bridget Palmer
Mark Palmer
Michael Palmer
Twana Paulson
Jerry Philpott
Karen Richardson
Lydia Scott
Richard Shea
Sherry Siebert
Deborah Sneyd
Kenneth Sneyd
Ron Standlee
George Swift
Angi Tucker
Flloyd Vincent
Lynaya White
Mary Wilson
Greg Witzke

502

RJ Bickford

Cassandra Brown
Connor Burns
Ana Bustamante
Gavina CastilloLuevanos
Adrian Chairez
Michael Embry
Jason Grove
Tony Hale
Woody Hayes
Clint Kilgore
Rashonda King
Tyler Little
Gregory McLaughlin
Cody Molton
Robert Munson
Vashante Ridge
Joe Russell
Samantha Russell
Osvaldo Sanchez
Eddie Stallings
LaKerri Stallings
Dallas Stites
Steven Thompson
Inether Walker
Scott Walsh
Amanda Weir

503

Kelly Anderson
Julie Bennett
Malgorzata Carlson
Maria Chairez
Marina Chairez
Silveria Chairez
Cassie Coffelt
Georgia Cornett
Barbara Evans
Charlene Evans
Acacia Ford
Gayle Ford
Chris Garman
Christi Gray
Elizabeth Hale
Sheila Hallett
Rachel Hamilton
Holly Hayes
Jennifer Hernandez
Audrey Hiatt
Rachel Hollingshad
Becky Hutchins

Carla Jones
Marsha Jones
Linda Lainhart
Yesenia Lozano
Sandra Marquez
Allison Maynard
Pamala McLaughlin
Theresia Morgan
Elia Munoz
Debora Owens
Bobbie Pacula
Jennifer Reed
Loreley Rizik
Divina Rodgers
Maria Sanchez
Martha Shropshire
Monte Smith
Rebecca Sowers
Ryan Spalding
Jessica West

505

Andrew Cervini
Heidi Dees
Jennifer James
Sheila Lowe
Lisa McCain
Tara McClain
Allyson Miller
Monica Sellers
Yana Sherdis
Erin Stuart
Elizabeth Sundstrom
Caroline Upthegrove
Emily Woodard
Cortland Weaver

705

Allison Ballenger
John Carpenter
Bianca Castillo
Lindsey Christian
Tama Davis
Debbie DeVoe
Roy Houston
LaWanna Hunter
Kathryn Huse
Nancy Jackson

Cynthia John
LaDeana Norton
Heather Rainwater
Lori Rhodes
Jennifer Scire
Alysia Shepard
Lindsay Sherman
Allison Simic
Ethan Smith
William Tinney
Tad Tucker
Tiffany Vue
Jamie Webb
Amanda Williams
Crystal Wilson

706

Tiffanie Garrett
Anna SweedenConger

709

Robin Adamson
Paula Driscoll
Jamie Finley
Cindy Gibson



SUPPORT REHIRES 2023-2024

050

Kallen Armstrong
Michelle Atkinson
Eddie Burns
Dedi Clark
Dana Gouyd
Maricela Hanseth
Deborah Hauser
Marilyn Johnson
Debra Lewis
Sherry McIntyre
Patty Norris
Penny Rogers
Jessica Turner
Melinda Weig

051

Kevin Banks
Mindy Beesley
Micah Green
Laura DeWoody
John Stockton

110

Diana Calvery
Erin Crowder
Madeline Davis
Bobbie Harjo
Brianna Hausler
Kerri Henderson
Pinese Holt
Heather Hudson
Maura Lindsey
Lora Lozano
Bakitgul Maynard
Paige McDaniel
Martha Nunn
Toni Phillips
Bianca Robinson
Emily Ryan

Debbie Sweaney
Julia Watson
Julia Weakley
Jessica Wilhite

120

Crystal Barton
Lori Burgess
Casey Cale
Donna Carter
Baylee Daniel
Tacie Farnam
Madalyn Gordon
Amanda Holden
April Huddleston
Betsy Leahan
Paula Mace
Stephani Marshall
Darcelle Mealin
Kristen Mercer
Jenny Moffeit
Jessica Moore
Sandra Morre
Dalia Morales
Diana Robles
Amber Seratte
Evelin Silva
Megan Slaybaugh
Lindsay Stair
Sheri Stone
Jasmine Weeks
Myette Wells

130

Patsy Bowles
Glenda Bressler
Lisa Briscoe
Susannah Flake
Classen Gehring
Jasmine Hash

Teresa Havens
Jeana Madden
Sherrill Maxwell
Leaann Smith
Sylvia Tetley
Heather Thomas
Jennifer Tudor
Nicole Williams

140

Brittni Allen
Rachel Constein
Joleen Hansen
Chloe Hernandez
Abigail McDonald
Shauna Merbouhi
Rebecca Reider

150

Amy Cody
Kristen CoxRyan
Kim Dorman
Tammy Ellis
Lorissa Gilmore
Justi Gordon
Christie Hay
Sarah Hays
Elisa Herron
Courtney Hopkins
Shaina Jeffries
Darcy Kickey
Amy Morrow
Steffanie Oden
Julie ONeil
Radonda Shipman
Katelyn Snow

160

Vangie Arellano
Sara Blansett

Audra Chanceywood
Laura Cullison
Jennifer Cunningham
Steffan Gilmore
Jameka Johnson
Frederick Merriman
Kimberly Skidmore
Carrie Stockardhill
Casey Struttman

170

Narrlyn Carlile
Melissa Chittenden
Kelly Corado
Lainey Embry
Stefanie Esparza
Amanda Ezell
Samantha Garnica
Haylee Hardison
Carlie Head
Amanda Jones
Naomie Nichols
Sally Raymond
Kristin Schlutz
Jazzmine Stockam
Allison Streck
Kristy Tobjy
Sade Walker
Christy Whittington
Sherry Willis
Markiesha Woodruff

180

Megan Baker
LaDonna Baucom
LeAnn Crowell
Dora Goins
Holly Graves
Desire Pierrelouis
Evelyn Place
Dana Rector
Jalisa Reeves
Kendra Spoon
Parina Welch

501

Faith Beauchamp
Amy Childress
Caroll Currey

Lathan Duncan
Pamela Fulbright
James Gillispie
Jennie Goodell
Daniel Hand
Gidget Hargrove
Shannan Harris
Diep Harrison
Eric Harrison
Theresa Holland
Erik Howley
Karen Hyre
Kaitlyn Hughes
Julie Kelley
Tommy Kelley
Don Kuhn
Johnny Leslie Lane
Steven LaGoe
Carl Leonard
Laurance Lemay
Scott Lorenzo
Bryan Matthews
Paula McClenson
Alexandra Mendoza
Juan Mendoza
Rebecca Mott
Roy Mowry
Siri Oeltjenbruns Williams
Bridget Palmer
Mark Palmer
Michael Palmer
Twana Paulson
Jerry Philpott
Karen Richardson
Lydia Scott
Richard Shea
Sherry Siebert
Deborah Sneyd
Kenneth Sneyd
Ron Standlee
George Swift
Angi Tucker
Flloyd Vincent
Lynaya White
Mary Wilson
Greg Witzke

502

RJ Bickford

Cassandra Brown
Connor Burns
Ana Bustamante
Gavina CastilloLuevanos
Adrian Chairez
Michael Embry
Jason Grove
Tony Hale
Woody Hayes
Clint Kilgore
Rashonda King
Tyler Little
Gregory McLaughlin
Cody Molton
Robert Munson
Vashante Ridge
Joe Russell
Samantha Russell
Osvaldo Sanchez
Eddie Stallings
LaKerri Stallings
Dallas Stites
Steven Thompson
Inether Walker
Scott Walsh
Amanda Weir

503

Kelly Anderson
Julie Bennett
Malgorzata Carlson
Maria Chairez
Marina Chairez
Silveria Chairez
Cassie Coffelt
Georgia Cornett
Barbara Evans
Charlene Evans
Acacia Ford
Gayle Ford
Chris Garman
Christi Gray
Elizabeth Hale
Sheila Hallett
Rachel Hamilton
Holly Hayes
Jennifer Hernandez
Audrey Hiatt
Rachel Hollingshad
Becky Hutchins

Carla Jones
Marsha Jones
Linda Lainhart
Yesenia Lozano
Sandra Marquez
Allison Maynard
Pamala McLaughlin
Theresia Morgan
Elia Munoz
Debora Owens
Bobbie Pacula
Jennifer Reed
Loreley Rizik
Divina Rodgers
Maria Sanchez
Martha Shropshire
Monte Smith
Rebecca Sowers
Ryan Spalding
Jessica West

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LEARN WELL.

601 S. Riverview
Bixby OK 74008
918-366-2218



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bixbyps.info/athletics
Twitter: @HomeofSpartans
Facebook: @HomeofSpartans

May 8, 2023

To the Bixby Public School School Board:

I recommend the following Head Coaches to be rehired for the 23-24 School Year:

- | | |
|-------------------|--------------------------------------|
| Loren Montgomery | Head Football Coach |
| Kyle Kachelmeyer | Head Cheer/Stunt Coach |
| Victoria Frisella | Head Dance Coach |
| JP Suttmiller | Head Fastpitch Coach |
| Derek Serowski | Head Volleyball Coach |
| Mike Stanton | Head Girls/Boys Cross Country Coach |
| Lance Kight | Head Boys Basketball Coach |
| Ray Blake | Head Boys Wrestling Coach |
| Paul Mayfield | Head Girls Wrestling Coach |
| Christa Thompson | Head Girls Swimming Coach |
| Adina Meilner | Head Boys Swimming Coach |
| Justin Delay | Head Baseball Coach |
| Jordan Perceful | Head Girls Golf Coach |
| Todd Henshaw | Head Boys Golf Coach |
| Long Nguyen | Head Boys Soccer Coach |
| Doug Hennigan | Head Girls/Boys Tennis Coach |
| Doug Behrens | Head Boys Track Coach |
| Madison Eckert | Head Girls Track Coach |
| Connor Myers | Head Strength and Conditioning Coach |

I will be conducting a search to replace Brittany Scrapper, Head Soccer Coach, who resigned.

Kate Creekmore
Executive Director of Athletics
Bixby Public Schools

LEARN WELL.

109 N Armstrong
918-366-2200



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www.bixbyps.org
Facebook: @bixbyps

2023-24 Proposed Holidays

July 4th	Independence Day
September 4th	Labor Day
November 23rd, 24th	Thanksgiving
December 22, 25, 26	Winter Break
January 1st and 2nd	New Year
January 15th	Martin Luther King Day
February 19th	President's Day
March 22nd	Spring Break
May 27th	Memorial Day

109 N. ARMSTRONG BIXBY, OK 74008

Updated 07/04/21