

INDEPENDENT SCHOOL DISTRICT NO. I-008  
SPERRY PUBLIC SCHOOLS  
REGULAR BOARD MEETING AGENDA  
HIGH SCHOOL COMMONS  
April 9, 2024  
6:00 P.M.

As required by Section 311, Title 25 of the Oklahoma Statutes, notice is hereby given the Board of Education of Independent School District No. I-008 of Tulsa County, Oklahoma, will hold a regular meeting on Tuesday, April 9, 2024, at 6:00 o'clock P.M. in the High School Commons located at 400 West Main Street, Sperry, Oklahoma.

With the exception of item one, the Board of Education reserves the right to consider any agenda item in any order.

**PROCEDURAL ITEMS**

1. Call to Order-Roll call, record members present, establish a quorum.
2. Vote to approve the agenda as part of the minutes.
3. Pledge of Allegiance.
4. Moment of Silence.

**FORMAL ADOPTION OF THE AGENDA**

5. Motion, discussion, and vote on motion to formally adopt the agenda.

**VOICES OF THE COMMUNITY**

6. This section is for patrons requesting to address the Board of Education concerning specific items listed on the current meeting agenda. Public comment will not be taken on issues relating to (1) pending litigation against Sperry Public Schools (SPS) or employees of SPS, (2) a pending grievance, (3) an employee complaint, (4) complaints against employees of SPS, (5) disciplinary action, suspension, and/or termination of an employee, or (6) disciplinary action and/or suspension of a student. A "Request to Address the Board of Education" form will be available from the Board Minutes Clerk prior to the scheduled start time of the board meeting. Request forms must be completed and submitted to the Board Minutes Clerk at least 15 minutes prior to the scheduled start time of the board meeting. Only individuals who have properly completed and submitted a request will be recognized during this section of Voices of The Community. Each speaker will be allocated up to three minutes with a maximum of 15 total minutes established for both Voices of The Community sections. The Board President may interrupt and/or terminate any presentation during public comment that does not conform to the procedures outlined under this section. The Board President reserves and retains the right to interrupt, terminate, or postpone public comment as necessary to effectuate the management of the public meeting.

## **SUPERINTENDENT/BOARD OF EDUCATION/REPORTS TO THE BOARD**

7. Motion, discussion, and vote on motion to reorganize the Board of Education: Election of president, vice president, clerk, and deputy clerk to serve for a term of one year. *Mr. Jeff Carter, Board President*
  - A. The Board President will call for nominations for the office of president. A vote will be taken,
  - B. The new Board President will call for nominations for the office of vice president. A vote will be taken,
  - C. The new Board President will call for nominations for the office of clerk. A vote will be taken, and
  - D. The new Board President will call for nominations for the office of deputy clerk. A vote will be taken.
8. Superintendent/Board Report. No action required.

## **BUDGET AND FINANCE**

9. Monthly financial reports. No action required. *Mrs. Misty Fisher*
10. Monthly Treasurer's Report. No action required. *Mrs. Whitney Ficklin*
11. Monthly Activity Fund Report. No action required. *Mrs. Whitney Ficklin*

## **CONSENT AGENDA**

Approve or disapprove items 12 through 22. These items will be approved by one motion, unless the Board of Education desires to have a separate vote on any or all of these items.

12. Ratification of the Temporary Appropriations for the 2024-2025 fiscal year as listed below:

General Fund	\$11,697,078.00,
Building Fund	\$666,733.00, and
Child Nutrition Fund	\$724,617.00.
13. Approval of Dr. Brian Beagles to serve as the District's child nutrition director for the Oklahoma State Department of Education, National School Lunch Program, School Breakfast Program, Special Milk Program, After-School Snack Program, Child and Adult Care Food Program, and the Summer Food Service Program for the 2024-2025 fiscal year.
14. Renewal of agreement with Green Country Vendors, Inc. to provide vending services for the 2024-2025 fiscal year.
15. Renewal of software service order agreements with SylogistEd, Inc. for financial, personnel, student information, and child nutrition software for the 2024-2025 fiscal year.
16. Approval of the quote, through the OMNIA Partners purchasing contract number R220201, from BCI Burke Company to purchase playground equipment and installation services for the playground at the Main Elementary.
17. Approval of Board of Education Minutes for March 11, 2024, and March 12, 2024.
18. Ratification of checks and encumbrance orders for the General Fund (214-227), Building Fund (78-80), Child Nutrition Fund (None), Bond Fund 34 (None), Bond Fund 35 (None), Bond Fund 36 (None), and Bond Fund 37 (None).

19. Ratification of change orders for the General Fund (174-208), Building Fund (None), Child Nutrition Fund (None), Bond Fund 34 (None), Bond Fund 35 (None), Bond Fund 36 (None), and Bond Fund 37 (None).
20. Ratification of General Fund Payroll (50,012-50,151) and Child Nutrition Payroll (50,002).
21. Approval of Certified Personnel-Employment, resignations, separations, leaves of absence, retirements, rescinded offers of employment, and terminations as listed in the attached Personnel Report.
22. Approval of Support Personnel-Employment, resignations, separations, leaves of absence, retirements, rescinded offers of employment, and terminations as listed in the attached Personnel Report.

### **STAFF SERVICES**

23. None.

### **NEW BUSINESS**

24. Consideration of any matter not known about or which could not have been reasonably foreseen prior to the time of preparation of the agenda for the regularly scheduled meeting.

### **VOICES OF THE COMMUNITY**

25. This section is for patrons requesting to be placed on the formal board agenda to address the Board of Education on issues affecting the District. Public comment will not be taken on issues relating to (1) pending litigation against Sperry Public Schools (SPS) or employees of SPS, (2) a pending grievance, (3) an employee complaint, (4) complaints against employees of SPS, (5) disciplinary action, suspension, and/or termination of an employee, or (6) disciplinary action and/or suspension of a student. A "Request to Address the Board of Education" form may be obtained by contacting the Board Minutes Clerk. Request forms must be completed and submitted to the Board Minutes Clerk at least five business days prior to the scheduled start time of the board meeting. The Superintendent and Board President shall determine whether the matter can and/or should be placed on the agenda of the ensuing or a subsequent board meeting. Only individuals who have properly completed and submitted a request will be recognized during this section of Voices of The Community. Each speaker will be allocated up to three minutes with a maximum of 15 total minutes established for both Voices of The Community sections. The Board President may interrupt and/or terminate any presentation during public comment that does not conform to the procedures outlined under this section. The Board President reserves and retains the right to interrupt, terminate, or postpone public comment as necessary to effectuate the management of the public meeting.

None.

### **ADJOURNMENT**

26. Adjournment.

POSTING LOCATION: I, the undersigned Minutes Clerk of Sperry Independent School District No. I-008 of Tulsa County, Oklahoma, do hereby certify that the notice of the date, time, place, and agenda of the Tuesday, April 9, 2024, regular meeting of the Board of Education was posted in prominent view in the front entrance of the Administration Building by:

DATE: 4/08/2024 TIME: 3:00 AM/PM. (P)

(School Seal)

  
Misty Fisher (Minutes Clerk)

**SPERRY PUBLIC SCHOOLS**

**March 31, 2024**

		<b>BALANCE</b>	<b>O/S CHECKS</b>	<b>FUND EQUITY</b>
<b>GENERAL FUND - 11</b>	CHECKING	\$4,336,163.30	\$168,438.43	\$4,167,724.87
	CD'S	\$300,000.00		\$300,000.00
<b>BUILDING FUND - 21</b>	CHECKING	\$497,436.28	\$5,475.61	\$491,960.67
<b>CHILD NUTRITION - 22</b>	CHECKING	\$315,800.80	\$42,635.38	\$273,165.42
<b>BOND FUND - 34</b>	CHECKING	\$95,705.42	\$0.00	\$95,705.42
<b>BOND FUND - 35</b>	CHECKING	\$77,257.24	\$0.00	\$77,257.24
<b>BOND FUND - 36</b>	CHECKING	\$174,135.67	\$0.00	\$174,135.67
<b>BOND FUND - 37</b>	CHECKING	\$296,844.76	\$0.00	\$296,844.76
<b>SINKING FUND - 41</b>	CHECKING	<u>\$1,321,506.90</u>	<u>\$0.00</u>	<u>\$1,321,506.90</u>
 <b>OPERATING ACCOUNT</b>		 \$7,414,850.37	 \$216,549.42	 \$7,198,300.95
(INCLUDES (3) CD'S				
TOTALING \$300,000)				
 <b>TOTAL EQUITY</b>		 \$7,198,300.95		

## Sperry Public Schools

## Revenue Analysis

Options: Type of Revenue: Estimated, As Of Date: 3/31/2024

	Estimated Revenue	Revenue Collected	Revenue Receivable	Unappropriated Receipts	% Rev Collected	Current Month
11 GEN FUND-FOR OP	\$12,996,752.83	\$10,698,085.28	\$2,552,820.06	\$254,152.51	82.31%	\$801,423.03
21 BUILDING	\$740,814.73	\$772,501.53	\$19,885.62	\$51,572.42	104.28%	\$8,473.75
22 CHILD NUTRITION	\$805,130.17	\$709,866.10	\$95,264.07	\$0.00	88.17%	\$67,948.94
31 BOND FUND 31	\$0.00	\$144,497.14	\$0.00	\$144,497.14	N/A	\$0.00
34 BOND FUND 34	\$0.00	\$152,616.60	\$0.00	\$152,616.60	N/A	\$0.00
35 BOND FUND 35	\$0.00	\$184,600.24	\$0.00	\$184,600.24	N/A	\$0.00
36 BOND FUND 36	\$0.00	\$305,174.67	\$0.00	\$305,174.67	N/A	\$0.00
37 BOND FUND 37	\$0.00	\$1,061,616.28	\$0.00	\$1,061,616.28	N/A	\$0.00
41 SINKING	\$0.00	\$1,329,119.40	\$0.00	\$1,329,119.40	N/A	\$30,674.87
<b>Report Total</b>	<b>\$14,542,697.73</b>	<b>\$15,358,077.24</b>	<b>\$2,667,969.75</b>	<b>\$3,483,349.26</b>	<b>105.61%</b>	<b>\$908,520.39</b>

# Sperry Public Schools

## Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 3/1/2024 - 3/31/2024

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
800 ATHLETICS	\$79,153.83	\$7,621.00	\$0.00	\$10,994.09	\$75,780.74	\$0.00	\$75,780.74
801 FOOTBALL	\$5,082.59	\$0.00	\$0.00	\$0.00	\$5,082.59	\$0.00	\$5,082.59
802 BOYS BASKETBALL	\$131.97	\$0.00	\$0.00	\$0.00	\$131.97	\$0.00	\$131.97
803 GIRLS BASKETBALL	\$4,553.08	\$0.00	\$0.00	\$0.00	\$4,553.08	\$0.00	\$4,553.08
807 WRESTLING	\$310.18	\$0.00	\$0.00	\$0.00	\$310.18	\$0.00	\$310.18
808 GOLF	\$565.78	\$6,695.00	\$0.00	\$1,600.00	\$5,660.78	\$0.00	\$5,660.78
810 SOFTBALL BOOSTER CLUB	\$1,963.88	\$0.00	\$0.00	\$0.00	\$1,963.88	\$0.00	\$1,963.88
817 BASKETBALL BOOSTER CLUB	\$18,065.63	\$750.00	\$0.00	\$2,920.97	\$15,894.66	\$0.00	\$15,894.66
820 BASEBALL BOOSTER CLUB	\$8,048.68	\$0.00	\$0.00	\$2,701.00	\$5,347.68	\$0.00	\$5,347.68
901 MISCELLANEOUS	\$6,759.62	\$123.79	\$0.00	\$390.40	\$6,493.01	\$0.00	\$6,493.01
902 FFA	\$22,625.96	\$21,732.00	\$0.00	\$2,148.14	\$42,209.82	\$0.00	\$42,209.82
903 SPECIAL OLYMPICS	\$4,922.62	\$0.00	\$0.00	\$0.00	\$4,922.62	\$0.00	\$4,922.62
904 YEARBOOK	\$3,227.63	\$0.00	\$0.00	\$0.00	\$3,227.63	\$0.00	\$3,227.63
905 BAND	\$9,921.41	\$3,958.15	\$0.00	\$7,541.63	\$6,337.93	\$0.00	\$6,337.93
906 H. S. CHEERLEADERS	\$8,286.74	\$472.00	\$0.00	\$150.00	\$8,608.74	\$0.00	\$8,608.74
907 HIGH SCHOOL ACCOUNT	\$3,185.20	\$412.00	\$0.00	\$160.00	\$3,437.20	\$0.00	\$3,437.20
908 INTEREST	\$2,412.17	\$166.65	\$0.00	\$0.00	\$2,578.82	\$0.00	\$2,578.82
910 BAND BOOSTER CLUB	\$5,502.43	\$0.00	\$0.00	\$964.38	\$4,538.05	\$0.00	\$4,538.05
911 ELEMENTARY	\$43,134.00	\$210.73	\$0.00	\$201.57	\$43,143.16	\$0.00	\$43,143.16
912 SHOOTING SPORTS	\$8.32	\$0.00	\$0.00	\$0.00	\$8.32	\$0.00	\$8.32
913 KEY CLUB	\$1,278.29	\$0.00	\$0.00	\$0.00	\$1,278.29	\$0.00	\$1,278.29
914 M. S. STUDENT COUNCIL	\$1,728.43	\$100.00	\$0.00	\$0.00	\$1,828.43	\$0.00	\$1,828.43
915 M. S. CHEERLEADERS	\$5,076.18	\$195.00	\$0.00	\$75.00	\$5,196.18	\$0.00	\$5,196.18
916 H.S. LIBRARY	\$749.87	\$0.00	\$0.00	\$0.00	\$749.87	\$0.00	\$749.87
917 CLEARING	\$655.00	\$318.03	\$0.00	\$0.00	\$973.03	\$0.00	\$973.03
918 FFA BOOSTER CLUB	\$9,494.03	\$0.00	\$0.00	\$0.00	\$9,494.03	\$0.00	\$9,494.03
919 H.S. POM	\$148.50	\$170.00	\$0.00	\$97.57	\$220.93	\$0.00	\$220.93
921 MIDDLE SCHOOL ACCOUNT	\$3,437.88	\$452.81	\$0.00	\$0.00	\$3,890.69	\$0.00	\$3,890.69
922 FOOTBALL FAN CLUB	\$15,931.60	\$0.00	\$0.00	\$0.00	\$15,931.60	\$0.00	\$15,931.60
923 H.S. STUDENT COUNCIL	\$1,734.35	\$0.00	\$0.00	\$64.42	\$1,669.93	\$0.00	\$1,669.93
927 ATHLETIC CONCESSION	\$7,372.91	\$2,950.00	\$0.00	\$2,921.27	\$7,401.64	\$0.00	\$7,401.64
934 NATIONAL HONOR SOCIETY	\$460.96	\$0.00	\$0.00	\$0.00	\$460.96	\$0.00	\$460.96
936 ELEM. LIBRARY	\$7,202.73	\$1,109.87	\$0.00	\$5,088.45	\$3,224.15	\$0.00	\$3,224.15
938 ACADEMIC BOWL	\$4,475.20	\$0.00	\$0.00	\$0.00	\$4,475.20	\$0.00	\$4,475.20
939 AP ACCOUNT	\$629.11	\$0.00	\$0.00	\$0.00	\$629.11	\$0.00	\$629.11
944 1ST ROBOTICS	\$555.04	\$0.00	\$0.00	\$300.00	\$255.04	\$0.00	\$255.04
973 CLASS OF 2024	\$5,267.86	\$0.00	\$0.00	\$0.00	\$5,267.86	\$0.00	\$5,267.86
974 CLASS OF 2025	\$5,702.10	\$0.00	\$0.00	\$0.00	\$5,702.10	\$0.00	\$5,702.10
975 CLASS OF 2026	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00
976 CLASS OF 2027	\$175.00	\$0.00	\$0.00	\$0.00	\$175.00	\$0.00	\$175.00
<b>Total</b>	<b>\$300,036.76</b>	<b>\$47,437.03</b>	<b>\$0.00</b>	<b>\$38,318.89</b>	<b>\$309,154.90</b>	<b>\$0.00</b>	<b>\$309,154.90</b>

## APPLICATION FOR TEMPORARY APPROPRIATIONS

WHEREAS: The needs of the Board of Education of Sperry Public Schools, No. I-008 of Tulsa County, require the immediate approval of temporary appropriations for the fiscal year 2024-25;

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

### REQUESTED APPROPRIATIONS

General Fund	
Current Expense	\$ <u>11,697,078.00</u>
Building Fund	
Current Expense	\$ <u>666,733.00</u>
Child Nutrition Fund	
Current Expense	\$ <u>724,617.00</u>

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE BOARD OF EDUCATION  
Sperry Public Schools I-008  
(Name of School District) (District No.)

ATTEST: TULSA COUNTY, OKLAHOMA

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President

APPROVED by the Tulsa County Excise Board this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE COUNTY EXCISE BOARD  
TULSA COUNTY, OKLAHOMA

ATTEST:

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member





# GREEN COUNTRY VENDORS, INC.

March 14, 2024

Dr. Beagles  
Superintendent  
Sperry Public Schools  
400 W. Main St.  
Sperry, Ok 74073

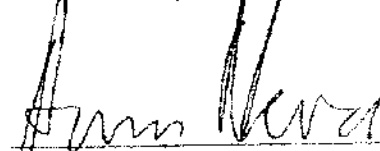
Dear Dr. Beagles:

We appreciate the opportunity to continue to provide snack vending service to Sperry Public Schools for the 2024-2025 school year. Our proposal consists of the following points:

- Sperry Public Schools grants Green Country the sole right to provide Snack Vending service.
  - This does not prevent Sperry Public Schools from selling snack items.
- Green Country will service, inspect, maintain, and keep all equipment in good working order.
- Green Country will maintain general liability, commercial automobile, product liability, and workers compensation insurance throughout the term of this contract.
- Product selections will be compliant with OSDE/Child Nutrition Smart Snack in school nutrition standards.
- Commissions for fundraising vending machines will be at 30%.
- Due to Green Country's passion to be a corporate sponsor of Sperry Public Schools system we pledge a donation of at least \$1,250.00 to after school activities per school year.
- Green Country Vendors will also provide, if needed, the 10 cases water for the High School Band and 300 Doritos for the yearly school carnival.
- This agreement may be terminated by either party with a thirty (30) day cancellation notice.
- This agreement shall commence on July 1, 2024 and end on June 30, 2025.
- Renewal for the following year of 2025-2026 will be based upon mutual agreement of both parties.
- Signatures below indicate agreement to the above.

Dr. Beagles, once again, thank you for your business! We are honored to do business with Sperry School District, and look forward to the New Year.

Green Country Vending

  
Aaron Neveu

Sperry Public Schools

\_\_\_\_\_

Date: 3-14-24

\_\_\_\_\_



## Software Service Order Agreement

Term of Agreement: 2024-2025 Fiscal Year

Customer: SPERRY PUBLIC SCHOOLS

Addr: 400 WEST MAIN STREET  
SPERRY OK 74073

October Membership: 1076

SYLOGISTED, INC.

Addr: 908 EAST 35TH STREET  
SHAWNEE, OK 74804

Phone: (800)749-5691 Email: accounts@sylogist.com

### Re-Occurring Fiscal Year Charges

Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the latest October 1 count.

Description	Total
Appropriated Funds	\$5,928.76
Payroll	NA
- Usage Fee Included In Appropriated Funds	
Treasurer	\$1,183.60
Activity Funds	\$602.56
Personnel	\$1,183.60
Purchase Requisition	NA
Fixed Assets	NA
Document Management	NA
Accounting Query Designer	NA

**Total 2024-2025 Fiscal Year Charges: \$8,898.52**

### Terms and Conditions

1. The software charge includes phone support for one (1) designated contact per application, excluding Document Management. Additional contacts can be added at an additional cost. SylogistEd, Inc. shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. SylogistEd, Inc. shall have full and free access to the Customer equipment and software to provide support.
2. The software charge includes interactive online training via training videos and webinars.
3. On-site training (by appointment only) will be charged \$1000.00 per day from 9:30 a.m. through 3:30 p.m. CST and round-trip mileage at the current IRS mileage rate. Additional time is \$165.00 per hour.
4. For each renewal, the fees may, at SylogistEd's discretion, increase by an amount not to exceed 5%, no more than one time per annum.
5. Customer agrees that SylogistEd, Inc. shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
6. The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
7. This agreement shall be governed by the Laws of the State of Oklahoma.

### Software as a Service

### 1. Definitions.

- (a) Application means the software and other material used by SylogistEd, Inc. to access, configure, and provide the Services. The Application(s) identified in the Service Order Agreement are licensed on a subscription basis and delivered as hosted online software using the Software as a Service (SaaS) model.
- (b) Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.
- (c) Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.
- (d) Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
- (e) Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).
- (f) Privacy Policy and Terms of Service means the SylogistEd, Inc. Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.
- (g) Service shall have the meaning set forth in the SylogistEd, Inc. Privacy Policy and Terms of Service.
- (h) Service Order Agreement means the Software Service Order Agreement delivered by SylogistEd, Inc. to Customer which sets forth the service and fees for the current fiscal year.
- (i) Usage Data means any data that SylogistEd, Inc. collects or generates during the performance of the Service, including non-confidential elements of Customer Data.

### 2. Service.

- (a) SylogistEd, Inc. Obligations. SylogistEd, Inc. hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service; and (iv) to notify customer promptly of any such unauthorized access to, or use of, the Service that SylogistEd, Inc. becomes aware of (provided SylogistEd, Inc. is not required to actively monitor the Customer's account access).
- (b) Customer Obligations. Customer hereby agrees, as allowed by Oklahoma constitution or law, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify SylogistEd, Inc. promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require SylogistEd, Inc. to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii) to accurately represent Customer's use of the Service and data obtained from the Service.

### 3. Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and SylogistEd, Inc. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.

### 4. Access to the Service, Attribution, and Charges.

- (a) Customer Accounts. Customer must provide SylogistEd, Inc. with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.
- (b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.

### 5. Availability, Maintenance, and Technical Support.

- (a) Availability & Maintenance. SylogistEd, Inc. will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.
- (b) Technical Support. Unless otherwise provided in the Service Order Agreement, SylogistEd, Inc. will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.

### 6. Third-Party Software Integration Acknowledgements, Representations, and Agreements. SylogistEd, Inc. will provide software as part of the Service that will allow the Customer to share data with third-party applications.

- (a) It is understood and agreed that SylogistEd, Inc. is not responsible for the security of the data once it has been provided by the Customer to a third party using the Service.
- (b) It is understood and agreed that SylogistEd, Inc. is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall SylogistEd, Inc. be deemed to be a direct or indirect transferor of information/data to any third party. SylogistEd, Inc. is only providing software that will allow the Customer to share data with third-party applications.
- (c) Customer hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.
- (d) Customer hereby represents that it shall perform all duties and requirements set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.
- (e) Customer hereby represents that it shall refrain from performing any act restricted under The Family Educational Rights and Privacy Act (FERPA)

(20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, SylogistEd, Inc. for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that SylogistEd, Inc. could incur.

(g) Customer represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other interested third person) as required by law before any information/data is transferred by it to a third party.

### 7. Intellectual Property Rights.

(a) SylogistEd, Inc. Intellectual Property. SylogistEd, Inc. and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no SylogistEd, Inc. Intellectual Property Rights are granted to Customer.

(b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants SylogistEd, Inc. a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by SylogistEd, Inc. and in conjunction with automatically generated data such as IP address, time, and frequency of access.

(c) Feedback Relating to Services. SylogistEd, Inc. shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.

(d) Derivatives and Compilations of Usage Data. SylogistEd, Inc. shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.

### 8. Privacy and Personal Information. (a) SylogistEd, Inc.'s Privacy Policy. SylogistEd, Inc.'s Privacy Policy and Terms of Service, made a part hereof, is available at <https://www.sylogist.com/privacy-policy>.

### 9. Term; Termination.

(a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or SylogistEd, Inc.

(b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. SylogistEd, Inc. may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.

(c) Breach. SylogistEd, Inc. may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of SylogistEd, Inc.'s notice to Customer.

### 10. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."

(a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to SylogistEd, Inc. or its third-party licensor (as appropriate), and SylogistEd, Inc. hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information").

Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.

(b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.

(c) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

### 11. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from SylogistEd, Inc. to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.



- 12. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 8 ("Privacy and Personal Information"); Section 10 ("Confidential & Proprietary Information"), Section 13 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
- 13. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall, as allowed by Oklahoma constitution or law, indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
- 14. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. SylogistEd, Inc. reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

Prepared By: Chandra Bunker

Date Prepared: 2/23/2024

Accepted By (please circle one): Superintendent / Board President

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

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



Customer: SPERRY PUBLIC SCHOOLS  
Addr: 400 WEST MAIN STREET  
SPERRY OK 74073  
October Membership: 1076

SYLOGISTED, INC.  
Addr: 908 EAST 35TH STREET  
SHAWNEE, OK 74804  
Phone: (800)749-5691 Email: accounts@sylogist.com

Re-Occurring Fiscal Year Charges	
Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the latest October 1 count.	
Description	Total
Student Information	\$7,123.12
Gradebook	\$2,377.96
Lunch Room	\$2,627.96
-Additional Contact(s): 1 - Amount: \$250.00	
Student Records Portal	\$1,786.16
Student Information Horizontal SIF® Agent	NA
- SIF® is a registered trademark of Schools Interoperability Framework Association.	
Google Classroom™ Integration	NA
- Google Classroom™ is a registered trademark of Google Inc.	
Rostering Integration	NA
Student Information Query Designer	NA
Total 2024-2025 Fiscal Year Charges:	
\$13,915.20	

Terms and Conditions

- The software charge includes phone support for two (2) designated Student Information contacts per accredited site, one (1) designated Gradebook contact per accredited site, and one (1) designated Lunch Room contact per lunchroom site. Additional contacts can be added at an additional cost. SylogistEd, Inc. shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. SylogistEd, Inc. shall have full and free access to the Customer equipment and software to provide support.
- 12/23/2024 11:44 48 AM

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2. The software charge includes interactive online training via training videos and webinars.
3. On-site training (by appointment only) will be charged \$1000.00 per day from 9:30 a.m. through 3:30 p.m. CST and round-trip mileage at the current IRS rate. Additional time is \$165.00 per hour.
4. The Student Information software charge includes the SIF Agent for SIF 2.0r1 Wave Profile. Additional 2.0r1 Horizontal Agent Profiles can be added at an additional cost of \$ 0.56 per student X October membership.
5. Pre-defined query templates for use with the Query Designer can be purchased for a one-time fee of \$250.00 each.
6. For each renewal, the fees may, at SylogistEd's discretion, increase by an amount not to exceed 5%, no more than one time per annum.
7. Customer agrees that SylogistEd, Inc. shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
8. The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
9. This agreement shall be governed by the Laws of the State of Oklahoma.

### Software as a Service

1. Definitions.
  - (a) Application means the software and other material used by SylogistEd, Inc. to access, configure, and provide the Services. The Application(s) identified in the Service Order Agreement are licensed on a subscription basis and delivered as hosted online software using the Software as a Service (SaaS) model.
  - (b) Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.
  - (c) Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.
  - (d) Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
  - (e) Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).
  - (f) Privacy Policy and Terms of Service means the SylogistEd, Inc. Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.
  - (g) Service shall have the meaning set forth in the SylogistEd, Inc. Privacy Policy and Terms of Service.
  - (h) Service Order Agreement means the Software Service Order Agreement delivered by SylogistEd, Inc. to Customer which sets forth the service and fees for the current fiscal year.
  - (i) Usage Data means any data that SylogistEd, Inc. collects or generates during the performance of the Service, including non-confidential elements of Customer Data.
2. Service.
  - (a) SylogistEd, Inc. Obligations. SylogistEd, Inc. hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service; and (iv) to notify customer promptly of any such unauthorized access to, or use of, the Service that SylogistEd, Inc. becomes aware of (provided SylogistEd, Inc. is not required to actively monitor the Customer's account access).
  - (b) Customer Obligations. Customer hereby agrees, as allowed by Oklahoma constitution or law, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify SylogistEd, Inc. promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require SylogistEd, Inc. to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii) to accurately represent Customer's use of the Service and data obtained from the Service.
3. Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and SylogistEd, Inc. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.
4. Access to the Service, Attribution, and Charges.
  - (a) Customer Accounts. Customer must provide SylogistEd, Inc. with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.
  - (b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.
5. Availability, Maintenance, and Technical Support.
  - (a) Availability & Maintenance. SylogistEd, Inc. will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.
  - (b) Technical Support. Unless otherwise provided in the Service Order Agreement, SylogistEd, Inc. will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.
6. Third-Party Software Integration Acknowledgements, Representations, and Agreements. SylogistEd, Inc. will provide software as part of the Service

that will allow the Customer to share data with third-party applications.

(a) It is understood and agreed that SylogistEd, Inc. is not responsible for the security of the data once it has been provided by the Customer to a third party using the Service.

(b) It is understood and agreed that SylogistEd, Inc. is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall SylogistEd, Inc. be deemed to be a direct or indirect transferor of information/data to any third party. SylogistEd, Inc. is only providing software that will allow the Customer to share data with third-party applications.

(c) Customer hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(d) Customer hereby represents that it shall perform all duties and requirements set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(e) Customer hereby represents that it shall refrain from performing any act restricted under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, SylogistEd, Inc. for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that SylogistEd, Inc. could incur.

(g) Customer represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other interested third person) as required by law before any information/data is transferred by it to a third party.

7. Intellectual Property Rights.

(a) SylogistEd, Inc. Intellectual Property. SylogistEd, Inc. and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no SylogistEd, Inc. Intellectual Property Rights are granted to Customer. All pre-defined query templates are considered SylogistEd, Inc. Intellectual Property and are for the sole use of the intended school district and shall not be shared with any other entity.

(b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants SylogistEd, Inc. a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by SylogistEd, Inc. and in conjunction with automatically generated data such as IP address, time, and frequency of access.

(c) Feedback Relating to Services. SylogistEd, Inc. shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.

(d) Derivatives and Compilations of Usage Data. SylogistEd, Inc. shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.

8. Privacy and Personal Information. (a) SylogistEd, Inc.'s Privacy Policy. SylogistEd, Inc.'s Privacy Policy and Terms of Service, made a part hereof, is available at <https://www.sylogist.com/privacy-policy>.

9. Term; Termination.

(a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or SylogistEd, Inc.

(b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. SylogistEd, Inc. may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.

(c) Breach. SylogistEd, Inc. may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of SylogistEd, Inc.'s notice to Customer.

10. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."

(a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to SylogistEd, Inc. or its third-party licensor (as appropriate), and SylogistEd, Inc. hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information").

Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.



(b) **Covenant.** Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.

(c) **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. **Notices.** Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from SylogistEd, Inc. to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
12. **Survival.** Termination shall have no effect on the Parties' rights or obligations under Section 8 ("Privacy and Personal Information"); Section 10 ("Confidential & Proprietary Information"), Section 13 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
13. **Independent Contractor Status.** Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall, as allowed by Oklahoma constitution or law, indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
14. **Miscellaneous.** This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. SylogistEd, Inc. reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

**Prepared By:**

*Amelia B. Bessie*

**Date Prepared:**

2/23/2024

**Accepted By (please circle one): Superintendent / Board President**

**Signature:**

**Date Accepted:**

# Burke

<b>Remit Payment to:</b>
BCI Burke Company PO Box 549 Fond du Lac, WI 54936-0549

<b>Prepared on behalf of:</b>
Jake Sumners - Play by Design, Inc.

<b>Accepted and Approved</b>	
The undersigned hereby agrees to the charges listed in this quotation and to the attached terms and conditions. An order will be placed in accordance to this quotation unless otherwise noted.	
Signed: _____	Dated: _____
Print Full Name & Title	

Quotation #	Date	Expiration Date	Est. Lead Time	Payment Terms	Prepared by	
24-06	3/29/2024	4/28/2024	6-8 Weeks from Order Date	Net 30	Alyssa Gartner Sales Administrator	
<b>Project Name</b>			<b>Proposal Number</b>		<b>Member ID Number</b>	
Sperry Elementary School			147-182862-1		5054597	
<b>Site Contact</b>		<b>Billing</b>	<b>Shipping</b>		<b>Site Location</b>	
Eric Bruce 918-361-8313		Sperry Public Schools Dr. Brian Beagles 400 West Main Street Sperry, OK 74073 918-288-7213	Sperry Public Schools Dr. Brian Beagles 400 West Main Street Sperry, OK 74073		Sperry Elementary School 400 West Main Street Sperry, OK 74073	
<b>Call 24 Hours Before Delivery</b>					<b>County of Installation</b>	
See above.					Tulsa County	
Product Code	Description			Qty	Price	Total Price
EQUIPMENT	Burke Proposal for Ages 2-5 and 5-12 Years Including: 1 Custom Structure, 1 NU-3338, 1 Treasure Chest, and 2 Benches			1	\$141,328.00	\$141,328.00
DISCOUNT	OMNIA Discount			1	-\$21,199.20	-\$21,199.20
FREIGHT	Delivery of Burke Equipment (TR240535)			1	\$4,990.00	\$4,990.00
INSTALL	Installation of Burke Equipment			1	\$47,052.08	\$47,052.08
	OPEN MARKET					\$0.00
ADDL EQUIP	Borders (QTY 60)			1	\$1,750.00	\$1,750.00
SURFACING	150 CY Engineered Wood Fiber Playground Mulch			1	\$7,812.50	\$7,812.50
<b>Subtotal</b>						<b>\$181,733.38</b>
<b>Tax Rate (Subject to Change)</b>					<b>0.000%</b>	<b>\$0.00</b>
<b>Total</b>						<b>\$181,733.38</b>

**OMNIA**  
PARTNERS

Contract  
#R220201

To place an order, please review and return this signed quote with a copy of your purchase order and tax exempt certificate, if applicable, to avoid state/local sales taxes. Payment by credit card may be accepted; a 4.5% fee will be added per transaction.

<b>Explanation of Payment Terms</b>
\$125,118.80 due 30 days after Burke equipment ship date.
\$56,614.58 due 30 days after completion of project.



## Terms of Sale

Acceptance by either a signature or a purchase order based on this quotation indicates that you agree in full agreement with all terms and conditions of this quotation including the following:

**If a mutually agreed upon contract has been signed, those terms and conditions will supersede these terms and conditions.**

Prices are stated in USD and are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order.

Quoted lead times are based on normal production levels. Actual lead times may vary due to quantities ordered, seasonality and higher than normal production levels. Customer will receive an order acknowledgement which will state the anticipated ship date.

Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. Custom colors, where available, would be an additional charge.

If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Freight terms are FOB Fond du Lac, WI and charges are predicated on all items being ordered and shipped at the same time. Therefore, once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

Installation, site work, building permits, engineered drawings, etc., are not included unless noted in quotation.

### Installation Terms:

#### A. Burke Responsibilities (Applicable if Burke quoted)

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Installation of Equipment and Materials
- Trash Clean Up (Not including cost for Dumpsters and Off-Site Trash Disposal unless noted)
- All Burke Structure shipments include a FREE Maintenance Kit (includes Installation Booklet, Graffiti Remover, Tools and Touch Up Paint).

#### B. Optional Responsibilities (Must be clearly outlined in the applicable Burke quotation/contract):

- Removal of Existing Equipment.
- Underground Utility Check.
- Accept Delivery and Unload Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)
- Provision of Temporary Fencing.

\*All other responsibilities must be clearly outlined in the applicable quotation/contract.

#### Customer Responsibilities (Applicable if BCI Burke is NOT quoting installation):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Underground Utility Check
- Accept Delivery and Unload Equipment
- Provide Area for Storage and Staging.
- Provide Temporary Fencing.
- Secure Site and Equipment.
- Provide Access as Outlined below.

### Building Permits

Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expedient, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on final invoice.

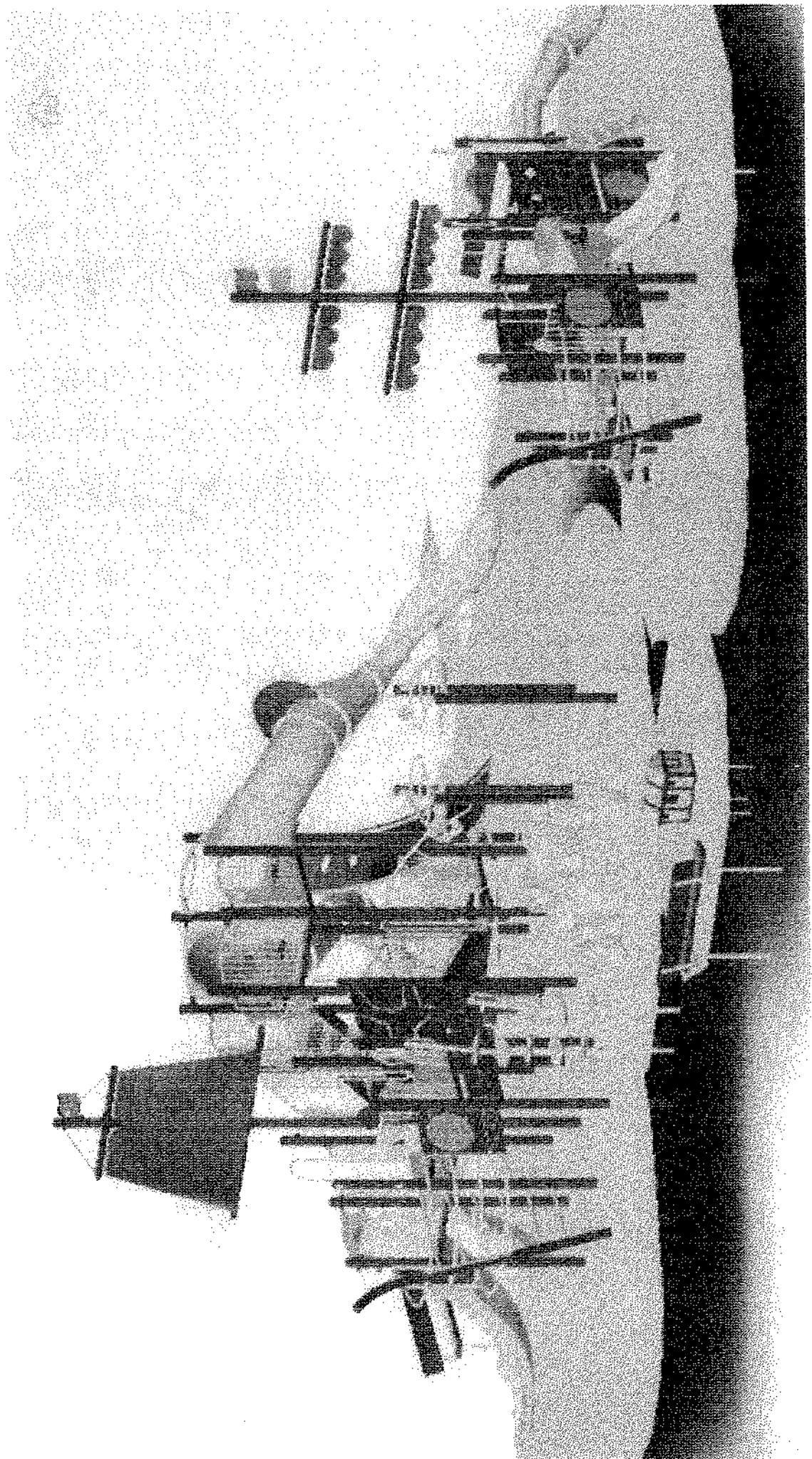
NOTE - All zoning, planning, environmental, etc., permits and approvals are the responsibility of others.

### Other Notes:

**Access/Utilities:** Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalk, private underground utilities, etc... will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

**Rock/Foreign Object Clause:** Most installations require digging of holes and forcing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tar/park, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes... is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

**Playground Surfacing:** All playground equipment is to be installed in conjunction with safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.



INDEPENDENT SCHOOL DISTRICT NO. I-008  
SPERRY PUBLIC SCHOOLS  
REGULAR BOARD MEETING AGENDA  
HIGH SCHOOL COMMONS

March 11, 2024

6:00 P.M.

As required by Section 311, Title 25 of the Oklahoma Statutes, notice is hereby given the Board of Education of Independent School District No. I-008 of Tulsa County, Oklahoma, will hold a regular meeting on Monday, March 11, 2024, at 6:00 o'clock P.M. in the High School Commons located at 400 West Main Street, Sperry, Oklahoma.

With the exception of item one, the Board of Education reserves the right to consider any agenda item in any order.

**PROCEDURAL ITEMS**

1. Call to Order-Roll call, record members present, establish a quorum.

Meeting was called to order by Jeff Carter at 6:00 P.M.

Gary Juby – here  
April Bowman – absent  
Mechelle Beats – absent  
Michelle Brown – here  
Jeff Carter – here

2. Vote to approve the agenda as part of the minutes.

Motion was made by Gary Juby and seconded by Michelle Brown to approve the agenda as part of the minutes.

Gary Juby – aye  
Michelle Brown – aye  
Jeff Carter – aye  
Motion carried – 3-0

3. Pledge of Allegiance.
4. Moment of Silence.

**FORMAL ADOPTION OF THE AGENDA**

5. Motion, discussion, and vote on motion to formally adopt the agenda.

Motion was made by Gary Juby and seconded by Michelle Brown to formally adopt the agenda.

Gary Juby – aye  
Michelle Brown – aye  
Jeff Carter – aye  
Motion carried – 3-0

## **VOICES OF THE COMMUNITY**

6. This section is for patrons requesting to address the Board of Education concerning specific items listed on the current meeting agenda. Public comment will not be taken on issues relating to (1) pending litigation against Sperry Public Schools (SPS) or employees of SPS, (2) a pending grievance, (3) an employee complaint, (4) complaints against employees of SPS, (5) disciplinary action, suspension, and/or termination of an employee, or (6) disciplinary action and/or suspension of a student. A “Request to Address the Board of Education” form will be available from the Board Minutes Clerk prior to the scheduled start time of the board meeting. Request forms must be completed and submitted to the Board Minutes Clerk at least 15 minutes prior to the scheduled start time of the board meeting. Only individuals who have properly completed and submitted a request will be recognized during this section of Voices of The Community. Each speaker will be allocated up to three minutes with a maximum of 15 total minutes established for both Voices of The Community sections. The Board President may interrupt and/or terminate any presentation during public comment that does not conform to the procedures outlined under this section. The Board President reserves and retains the right to interrupt, terminate, or postpone public comment as necessary to effectuate the management of the public meeting.

There were no public comments.

## **SUPERINTENDENT/BOARD OF EDUCATION/REPORTS TO THE BOARD**

7. Dr. Beagles presented to the Board of Education a monthly Superintendent/Board Report.

## **BUDGET AND FINANCE**

8. Mrs. Misty Fisher presented to the Board of Education the monthly financial reports.  
9. Mrs. Whitney Ficklin presented to the Board of Education the monthly Treasurer’s Report.  
10. Mrs. Whitney Ficklin presented to the Board of Education the monthly Activity Fund Report.

## **CONSENT AGENDA**

Approve or disapprove items 11 through 24. These items will be approved by one motion, unless the Board of Education desires to have a separate vote on any or all of these items.

11. Renewal of professional services contract with Jenkins & Kemper Certified Public Accountants for the 2023-2024 fiscal year audit.  
12. Ratification of *Exhibits A and B* to the *Student Transfers* policy to establish the April 2024 capacity for out-of-district transfers in accordance with Senate Bill 783.

13. Ratification of *Exhibit A* to the *Student Transfers* policy to establish capacity numbers relating to pre-K out-of-district transfers for the 2024-2025 school year pursuant to Senate Bill 783.
14. Approval of the requests from Staci Townley, Casey Holcomb, Tyler Torix, and Cody Williams through Skiatook Youth Baseball and Dustin Maxwell for the Tulsa Lookouts to use certain real property at the Intermediate Elementary Campus during pre-arranged times from March 1, 2024, through November 30, 2024.
15. Approval of the updated 2023-2024 Spring Administrative Activity Fund Guidelines.
16. Approval of the quote, based on The Interlocal Purchasing System (TIPS) contract, from Twotrees Technologies, LLC to purchase 30 ASUS Chromeboxes and 97 employee computers along with related hardware, licenses, and warranties.
17. Approval of the quote from United Systems to upgrade the backup batteries for the District's network system. The E-Rate project cost is \$16,273.56, which includes the District's estimated obligation of twenty percent.
18. Approval of the quote from Tulsa New Holland for the purchase of one New Holland Workmaster 35 tractor and loader.
19. Approval of Board of Education Minutes for February 12, 2024.
20. Ratification of checks and encumbrance orders for the General Fund (189-213), Building Fund (73-77), Child Nutrition Fund (None), Bond Fund 34 (None), Bond Fund 35 (None), Bond Fund 36 (None), and Bond Fund 37 (None).
21. Ratification of change orders for the General Fund (41-172), Building Fund (10-68), Child Nutrition Fund (None), Bond Fund 34 (None), Bond Fund 35 (None), Bond Fund 36 (None), and Bond Fund 37 (None).
22. Ratification of General Fund Payroll (50,012-50,150) and Child Nutrition Payroll (None).
23. Approval of Certified Personnel-Employment, resignations, separations, leaves of absence, retirements, rescinded offers of employment, and terminations as listed in the attached Personnel Report.
24. Approval of Support Personnel-Employment, resignations, separations, leaves of absence, retirements, rescinded offers of employment, and terminations as listed in the attached Personnel Report.

Motion was made by Gary Juby and seconded by Michelle Brown to approve items 11 through 24.

Gary Juby -- aye  
Michelle Brown -- aye  
Jeff Carter -- aye  
Motion carried -- 3-0

## STAFF SERVICES

25. None.



## NEW BUSINESS

26. Consideration of any matter not known about or which could not have been reasonably foreseen prior to the time of preparation of the agenda for the regularly scheduled meeting.

There was no new business.

## VOICES OF THE COMMUNITY

27. This section is for patrons requesting to be placed on the formal board agenda to address the Board of Education on issues affecting the District. Public comment will not be taken on issues relating to (1) pending litigation against Sperry Public Schools (SPS) or employees of SPS, (2) a pending grievance, (3) an employee complaint, (4) complaints against employees of SPS, (5) disciplinary action, suspension, and/or termination of an employee, or (6) disciplinary action and/or suspension of a student. A "Request to Address the Board of Education" form may be obtained by contacting the Board Minutes Clerk. Request forms must be completed and submitted to the Board Minutes Clerk at least five business days prior to the scheduled start time of the board meeting. The Superintendent and Board President shall determine whether the matter can and/or should be placed on the agenda of the ensuing or a subsequent board meeting. Only individuals who have properly completed and submitted a request will be recognized during this section of Voices of The Community. Each speaker will be allocated up to three minutes with a maximum of 15 total minutes established for both Voices of The Community sections. The Board President may interrupt and/or terminate any presentation during public comment that does not conform to the procedures outlined under this section. The Board President reserves and retains the right to interrupt, terminate, or postpone public comment as necessary to effectuate the management of the public meeting.

There were no public comments.

## ADJOURNMENT

28. Adjournment.

Motion was made by Michelle Brown and seconded by Gary Juby to adjourn at 6:12 P.M.

Gary Juby – aye

Michelle Brown – aye

Jeff Carter – aye

Motion carried – 3-0

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Jeff Carter (Board President)

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Misty Fisher (Minutes Clerk)



**AGENDA FOR**  
**BOARD OF EDUCATION**  
**SPERRY PUBLIC SCHOOLS**  
**INDEPENDENT SCHOOL DISTRICT NO. 8**  
**TULSA COUNTY, OKLAHOMA**

As required by Section 311, Title 25 of the Oklahoma Statutes, notice is hereby given that the Board of Education of Independent School District No. 8 of Tulsa County, Oklahoma, will hold a **SPECIAL Meeting** on March 12, 2024, at 12:00 o'clock p.m., at the Board Room, Sperry Public Schools, 400 West Main Street, Sperry, Oklahoma.

**AGENDA**

The following is a list of the business to be conducted by the Board of Education at the above meeting:

1. Call meeting to order.

Meeting was called to order by Jeff Carter at 12:00 P.M.

2. Roll call.

Gary Juby – here  
April Bowman – here  
Mechelle Beats – here  
Michelle Brown – absent  
Jeff Carter – here

3. Board to consider and take possible action, in the absence of the President and/or Clerk, to appoint an acting President and/or acting Clerk for the School District to execute any and all documents pertaining to the bond sale.

No action taken. Board President and Board Clerk were both present.

4. Board to consider and take action on receiving bids for the \$1,125,000 General Obligation Combined Purpose Bonds of this School District and take action to award bonds to the lowest bidder.

Motion was made by Gary Juby and seconded by April Bowman to receive bids for the \$1,125,000 General Obligation Combined Purpose Bonds of this School District and take action to award bonds to the lowest bidder.

Gary Juby – aye  
April Bowman – aye

Mechelle Beats – aye  
Jeff Carter – aye  
Motion carried – 4-0

5. Board to consider and take action on a resolution providing for the issuance of general obligation combined purpose bonds in the sum of \$1,125,000 by this school district, authorized at an election called and held for such purpose; prescribing form of bonds; providing for registration thereof; designating registrar and paying agent for this issue of bonds; providing for levy of an annual tax for the payment of principal and interest on the same; and fixing other details of issue.

Motion was made by April Bowman and seconded by Mechelle Beats to approve a resolution providing for the issuance of general obligation combined purpose bonds in the sum of \$1,125,000 by this school district authorized at an election called and held for such purpose; prescribing form of bonds; providing for registration thereof; designating registrar and paying agent for this issue of bonds; providing for levy of an annual tax for the payment of principal and interest on the same; and fixing other details of issue.

Gary Juby – aye  
April Bowman – aye  
Mechelle Beats – aye  
Jeff Carter – aye  
Motion carried – 4-0

6. Board to consider and take action on a resolution designating the general obligation bonds of 2024 as “Qualified Tax-Exempt Obligations” pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

Motion was made by Gary Juby and seconded by April Bowman to approve a resolution designating the general obligation bonds of 2024 as “Qualified Tax Exempt Obligations” pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

Gary Juby – aye  
April Bowman – aye  
Mechelle Beats – aye  
Jeff Carter – aye  
Motion carried – 4-0

7. Adjournment.

Motion was made by April Bowman and seconded by Mechelle Beats to adjourn at 12:10 P.M.

Gary Juby – aye  
April Bowman – aye

March 12, 2024

Special Board of Education Meeting

Page 3 of 3

Mechelle Beats – aye

Jeff Carter – aye

Motion carried – 4-0

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Jeff Carter (Board President)

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Misty Fisher (Minutes Clerk)

## Budget Analysis

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Print Detail: False

Classification	Appropriation	Encumbered	Paid	Encumbered Balance	Unencumbered Balance	% Enc Budget
2023-2024						
Fund - 11 GEN FUND-FOR OP						
000 NON-CATEGORICAL EXP	9,811,130.91	7,407,012.65	4,874,470.82	2,532,541.83	2,404,118.26	75.50%
001 SITE ALLOCATIONS	96,510.00	24,325.57	24,325.57	0.00	72,184.43	25.21%
010 BUS BARN	70,000.00	63,284.67	25,875.26	37,409.41	6,715.33	90.41%
033 DRIVER EDUCATION LOCAL	16,000.00	4,028.71	4,028.71	0.00	11,971.29	25.18%
090 MISC PAYROLL EXPENSE	110,000.00	78,275.17	78,275.17	0.00	31,724.83	71.16%
094 RETURNING PERSONNEL	195,000.00	178,447.50	178,447.50	0.00	16,552.50	91.51%
098 GATE DUTY -ATHLETICS	8,000.00	5,753.36	5,753.36	0.00	2,246.64	71.92%
107 YEARLY EXPENSES	450,000.00	373,809.01	317,958.01	55,851.00	76,190.99	83.07%
114 TEACHER OF THE YEAR	3,000.00	2,906.55	2,906.55	0.00	93.45	96.89%
125 TECHNOLOGY EXPENSES	70,000.00	67,241.96	59,725.77	7,516.19	2,758.04	96.06%
139 CERT SUB	15,000.00	14,573.76	14,573.76	0.00	426.24	97.16%
149 NON CERT SUB	75,000.00	55,634.51	55,634.51	0.00	19,365.49	74.18%
312 NATIONAL BOARD CERT BONUS	10,000.00	10,000.00	10,000.00	0.00	0.00	100.00%
317 DRIVER ED	5,267.50	5,267.50	5,267.50	0.00	0.00	100.00%
331 EDU. FLEX BENEFIT ALLOWANCE	7,528.68	7,389.26	5,716.22	1,673.04	139.42	98.15%
332 SUPPORT FLEXIBLE BENEFIT	52,923.51	51,216.30	40,593.66	10,622.64	1,707.21	96.77%
333 STATE TEXTBOOKS	69,326.83	9,467.10	2,268.00	7,199.10	59,859.73	13.66%
334 CER MED PD BY STATE	482,961.36	483,719.66	361,388.06	122,331.60	-758.30	100.16%
335 NC MED PD BY STATE	80,306.36	80,424.38	60,715.40	19,708.98	-118.02	100.15%
367 READING SUFFICIENCY ACT (RSA)	28,160.00	9,567.75	7,072.75	2,495.00	18,592.25	33.98%
376 SCHOOL RESOURCE OFFICER PROGRAM	92,000.00	92,000.00	549.90	91,450.10	0.00	100.00%
411 COMPR HS PROG	10,520.00	10,520.00	10,520.00	0.00	0.00	100.00%
412 VOCATIONAL PROGRAMS	13,000.00	5,712.00	3,646.04	2,065.96	7,288.00	43.94%
511 PART A, BASIC PROGRAM	227,660.70	203,084.95	152,204.96	50,879.99	24,575.75	89.21%
541 PART A - PRIN. TEACHER TRAIN	38,023.16	33,405.52	26,281.79	7,123.73	4,617.64	87.86%
552 PART A-STUD SUPP FORM GR.	17,290.41	14,248.05	11,453.65	2,794.40	3,042.36	82.40%
561 PART A, INDIAN EDUCATION	88,302.00	68,195.82	46,135.41	22,060.41	20,106.18	77.23%
587 PART B, SUBPART 2 RURAL/LOW INC.	18,140.54	16,534.86	12,376.14	4,158.72	1,605.68	91.15%
613 SP. ED. PROF. DEV. - OSDE	1,454.00	1,454.00	1,454.00	0.00	0.00	100.00%
615 SP. ED. PROF. DEV. - DISTRICT	1,937.19	1,206.00	1,206.00	0.00	731.19	62.26%
621 FLOW THRU, PL 108-446, IDEA-B	232,383.81	225,792.40	170,555.09	55,237.31	6,591.41	97.16%
641 PRESCHOOL, AGED 3-5 PL (SECT-19)	2,933.51	2,559.13	2,559.13	0.00	374.38	87.24%
725 ARP ESSER III	1,749.00	1,749.00	1,749.00	0.00	0.00	100.00%
771 Flood Control	1,066.99	1,066.99	1,066.99	0.00	0.00	100.00%
795 ARP ESSER	594,176.37	556,140.13	441,309.32	114,830.81	38,036.24	93.60%
Total Fund - 11 GEN FUND-FOR OP	\$12,996,752.83	\$10,166,014.22	\$7,018,064.00	\$3,147,950.22	\$2,830,738.61	78.22 %
Total 2023-2024	\$12,996,752.83	\$10,166,014.22	\$7,018,064.00	\$3,147,950.22	\$2,830,738.61	78.22 %
Report Total	\$12,996,752.83	\$10,166,014.22	\$7,018,064.00	\$3,147,950.22	\$2,830,738.61	78.22 %

## Encumbrance Register

Options: Year: 2023-2024, Date Range: 3/1/2024 - 3/31/2024, PO Range: 214 - 227, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	214	03/05/2024	18963	TWOTREES TECHNOLOGIES, LLC	INTERACTIVE TV AND SUPPLIES	3,582.00
			561-1000-653-100-2200-000-105		03/05/2024	3,582.00
11	215	03/05/2024	18963	TWOTREES TECHNOLOGIES, LLC	LAPTOP COMPUTER	1,360.00
			561-1000-653-100-2200-000-105		03/05/2024	1,360.00
11	216	03/06/2024	19088	SCHOOL OUTLET	FURNITURE	2,817.72
			000-2620-651-000-0000-000-050		03/06/2024	2,817.72
11	217	03/08/2024	17425	REALLY GOOD STUFF	CLASSROOM SUPPLIES	276.89
			511-1000-681-429-2200-000-105		03/08/2024	276.89
11	218	03/08/2024	881	LAKE SHORE LEARNING MATERIALS	CLASSROOM SUPPLIES	1,095.41
			511-1000-681-429-2200-000-105		03/08/2024	1,095.41
11	219	03/12/2024	18963	TWOTREES TECHNOLOGIES, LLC	TECHNOLOGY EQUIPMENT	147,420.50
			000-1000-653-100-0000-000-105		03/12/2024	72,236.04
			000-1000-653-100-0000-000-505		03/12/2024	36,855.13
			000-1000-653-100-0000-000-705		03/12/2024	38,329.33
11	220	03/12/2024	18859	TULSA NEW HOLLAND INC.	WORKMASTER 35 TRACTOR LOADER	27,245.00
			000-2620-736-000-0000-000-050		03/12/2024	27,245.00
11	221	03/14/2024	2109	TULSA WORLD	JOB POSTINGS	770.00
			000-2571-540-000-0000-000-105		03/14/2024	770.00
11	222	03/14/2024	810	OSSBA	VIRTUAL REGISTRATION	100.00
			000-2573-860-000-0000-000-050		03/14/2024	100.00
11	223	03/15/2024	19470	JOHNSONS OF KINGFISHER	24' STOCK TRAILER	18,484.00
			000-1000-760-311-0000-000-705		03/15/2024	18,484.00
11	224	03/25/2024	5295	MIDWEST SPORTING GOODS	FOOTBALL EQUIPMENT AND UNIFORMS	6,561.25
			000-1000-657-800-3300-000-505		03/25/2024	540.42
			000-1000-657-800-3300-000-705		03/25/2024	1,080.83
			000-1000-681-800-3300-000-505		03/25/2024	1,646.66
			000-1000-681-800-3300-000-705		03/25/2024	3,293.34
11	225	03/28/2024	9625	SONYA JOBE	TRAVEL REIMBURSEMENT	565.25
			000-2573-580-000-0000-000-050		03/28/2024	565.25
11	226	03/28/2024	18170	DAVCO	HVAC REPLACEMENT	9,341.00
			795-2620-720-000-0000-000-105		03/28/2024	9,341.00
11	227	03/28/2024	18170	DAVCO	HVAC REPLACEMENT	12,133.00
			795-2620-720-000-0000-000-505		03/28/2024	12,133.00
			AND 204			

Non-Payroll Total:	\$231,752.02
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$231,752.02

Sperry Public Schools  
Budget Analysis

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Print Detail: False

Classification	Appropriation	Encumbered	Paid	Encumbered Balance	Unencumbered Balance	% Enc Budget
2023-2024						
Fund - 21 BUILDING						
000 NON-CATEGORICAL EXP	481,276.17	366,383.75	175,702.18	190,681.57	114,892.42	76.13%
318 REDBUD SCHOOL FUND ACT	259,538.56	137,958.68	104,838.68	33,120.00	121,579.88	53.16%
Total Fund - 21 BUILDING	\$740,814.73	\$504,342.43	\$280,540.86	\$223,801.57	\$236,472.30	68.08 %
Total 2023-2024	\$740,814.73	\$504,342.43	\$280,540.86	\$223,801.57	\$236,472.30	68.08 %
Report Total	\$740,814.73	\$504,342.43	\$280,540.86	\$223,801.57	\$236,472.30	68.08 %

Sperry Public Schools  
Encumbrance Register

Options: Year: 2023-2024, Date Range: 3/1/2024 - 3/31/2024, PO Range: 78 - 80, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount	
21	78	03/18/2024	17345	MARK'S PLUMBING PARTS & COMMERCIAL	BLANKET	5,000.00	
				ADDITIONAL BLANKET FOR PLUMBING PARTS	000-2620-618-000-0000-000-050	03/18/2024	5,000.00
21	79	03/27/2024	18859	TULSA NEW HOLLAND INC.	PALLET FORKS FOR TRACTOR	850.00	
				PALLET FORKS FOR TRACTOR	000-2620-736-000-0000-000-050	03/27/2024	850.00
21	80	03/28/2024	5664	BROWN FARMS SOD	PALLETS OF SOD	685.00	
				PALLETS OF SOD	000-2630-618-000-0000-000-505	03/28/2024	228.33
					000-2630-618-000-0000-000-705	03/28/2024	456.67
Non-Payroll Total:						\$6,535.00	
Payroll Total:						\$0.00	
Balance Forward:						\$0.00	
Report Total:						\$6,535.00	

## Change Order Listing

Options: Fund: GEN FUND-FOR OP, Year: 2023-2024, ReferenceDate: PO Date, Date Range: 3/1/2024 - 3/31/2024, PO Range: 0 - 213, Include Negative Changes: True

PO No	Date	Vendor No	Vendor	Description	Amount
174	01/24/2024	5295	MIDWEST SPORTING GOODS	BATTING CAGE	-700.00
			000-1000-681-800-3300-000-505	01/24/2024 03/12/2024	-1,279.80
			000-1000-681-800-3300-000-705	01/24/2024 03/12/2024	-1,319.86
			000-1000-681-800-3300-000-505	03/12/2024	1,899.66
200	02/15/2024	73	HAWTHORNE EDUCATION SERVICES	TESTING SUPPLIES	-50.00
			000-1000-614-239-0000-000-105	02/15/2024 03/12/2024	-24.50
			000-1000-614-239-0000-000-505	02/15/2024 03/12/2024	-12.50
			000-1000-614-239-0000-000-705	02/15/2024 03/12/2024	-13.00
205	02/26/2024	4057	ALERT SERVICES, INC.	ATHLETIC SUPPLIES	-350.09
			000-1000-616-800-0000-000-505	02/26/2024 03/25/2024	-116.70
			000-1000-616-800-0000-000-705	02/26/2024 03/25/2024	-233.39
207	02/28/2024	819	UNITED ENGINES, LLC	BUS REPAIRS	-675.80
			010-2740-439-000-0000-000-050	02/28/2024 03/12/2024	-675.80
208	02/28/2024	819	UNITED ENGINES, LLC	BUS REPAIRS	-946.07
			010-2740-439-000-0000-000-050	02/28/2024 03/12/2024	-946.07
Non-Payroll Total:					(\$2,721.96)
Payroll Total:					\$0.00
Report Total:					(\$2,721.96)

## Project Totals

000	NON-CATEGORICAL EXP	-1,100.09
010	BUS BARN	-1,621.87

## Unit Totals

050	DISTRICT WIDE	-1,621.87
105	1-3 ELEMENTARY	-24.50
505	MIDDLE SCHOOL	490.66
705	HIGH SCHOOL	-1,566.25



## Process Payroll

## Options:

PO No	Vendor	Reserve	Payable	Vendor No	Location
<b>Fund 11</b>					
50012	JARED W SMITH	129.02	304.81	19921	106-106
50017	TRACI R TAYLOR	188.44	779.34	1416	105-ELEMENTARY SCHOOL
50020	BREANNA LORRAINE THOMAS	39.32	181.09	20686	105-ELEMENTARY SCHOOL
50031	ALYSSA GUYTON	18.50	90.50	20650	105-ELEMENTARY SCHOOL
50039	DEENA MORTON	72.36	166.23	20633	105-ELEMENTARY SCHOOL
50042	JULIE M GEE	78.64	108.88	20414	105-ELEMENTARY SCHOOL
50044	ROBERT W PARK	60.04	113.27	142	105-ELEMENTARY SCHOOL
50045	COLE FANCHER	195.44	305.13	18880	105-ELEMENTARY SCHOOL
50046	RHONDA ESTEP	112.10	288.35	19073	105-ELEMENTARY SCHOOL
50049	AMIE WHITE	150.88	224.17	80097	105-ELEMENTARY SCHOOL
50051	AUDRA L BRIGGS	23.02	138.99	80103	505-MIDDdle SCHOOL
50055	DIANE L KRUMM	32.18	42.83	19657	105-ELEMENTARY SCHOOL
50060	JESSICA L MAYFIELD	41.51	98.52	20778	105-ELEMENTARY SCHOOL
50063	CAITLYN M FREEMAN	191.44	449.08	20623	106-106
50064	TONYA LEANN PARK	31.62	73.34	9611	106-106
50065	KRISTY M HUTTON	74.94	208.72	19926	106-106
50068	CHELSEA PARKS	248.44	719.34	18978	106-106
50070	SONYA JOBE	19.92	46.82	9625	106-106
50072	ANGELA DAVIS	98.53	126.50	20776	106-106
50075	PHILLIP M WEBB	26.12	40.62	20517	505-MIDDdle SCHOOL
50076	DANELL L HOBSON	148.94	351.63	20092	505-MIDDdle SCHOOL
50078	MELISSA D BROWN	30.36	98.82	19925	505-MIDDdle SCHOOL
50081	LAURA DAUGHERTY	115.32	438.00	17455	505-MIDDdle SCHOOL
50083	MELODY F ANDERSON	76.93	119.13	19485	505-MIDDdle SCHOOL
50094	JACKIE J BARNETT	328.04	916.82	609	705-HIGH SCHOOL
50098	MADISON BAY	16.16	44.12	19395	705-HIGH SCHOOL
50113	DYLAN JAY FOSHEE	12.64	76.18	20490	
50114	MICHAEL G ORCUTT	30.30	182.85	19825	
50115	DEAN LILES	315.44	916.12	17	
50124	STACIE D DEBOER	147.21	427.55	80113	
50125	RHONDA F WADE	365.30	1,060.84	185	
50126	TIFFANIE GROOM	87.60	176.95	20788	
50129	CHERRY HARDIE	30.60	184.73	20685	
50130	CAROL MAGGARD	282.44	710.89	18334	
50133	STEPHANIE D MCSPERITT	134.66	812.78	20134	
50135	LINDA L TURNER	73.61	213.77	18572	
50136	GLENDA BRYANT	140.78	849.73	18915	
50137	DARREL GENE HALL	6.12	36.95	20190	
50138	ANDREA MCCALL	180.18	1,024.23	20804	
50139	DANIEL PATRICK	111.72	146.67	20719	
50141	PAMELA MORRISON	48.96	295.56	20301	
50148	DAVID RISLEY	352.13	1,438.31	20838	
50150	SAVANNAH NICOLE CASEY	85.68	517.23	20322	105-ELEMENTARY SCHOOL
50151	DANA BOLING	24.48	147.78	20860	
<b>Total Fund</b>		<b>4,978.06</b>	<b>15,694.17</b>		
<b>Total</b>		<b>\$4,978.06</b>	<b>\$15,694.17</b>		

Options:

PD No	Vendor	Reserve	Payable	Vendor No	Location
Fund 22					
	50002 STEPHANIE M BOOTH	23.18	58.46	20432	46-46
Total Fund		23.18	58.46		
Total		\$23.18	\$58.46		

# PERSONNEL REPORT

April 9, 2024

## CERTIFIED PERSONNEL REPORT

### EMPLOYMENT

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Carie Whitaker	Teacher	August 1, 2024

### FIRST-YEAR TEMPORARY CONTRACTS FOR 2023-2024 (Positions/duties subject to assignment by the Superintendent.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
None		

### EXTRA DUTY ASSIGNMENTS/STIPENDS FOR 2024-2025

<u>Name</u>	<u>Extra-duty Assignments</u>	<u>Contract Amount</u>
Olivia Sells	H.S. Football Cheer	\$2,500.00
	H.S. Basketball Cheer	\$2,500.00
	Co Competitive Cheer	\$1,000.00
	Coaches Dues	\$75.00
	Dawn Williams	M.S. Football Cheer
	Coaches Dues	\$75.00

### LEAVES OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
None			

### RESIGNATIONS/RETIREMENTS/SEPARATIONS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Madison Bay	Teacher	April 3, 2024
Christopher Bennett	Librarian	May 20, 2024
Rhonda Estep	Teacher	May 20, 2024
Jessica Mayfield	Teacher	May 20, 2024
Amanda Ward	Teacher	May 20, 2024

### RESCINDED OFFERS OF EMPLOYMENT/TERMINATIONS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
None		



**SPERRY PUBLIC SCHOOLS**  
**400 W. MAIN STREET**  
**SPERRY, OK 74073**

*Dr. Brian Beagles, Superintendent*  
*(918)288-7213*  
*Fax (918) 288-7067*

April 3, 2024

Mrs. Madison Bay  
[REDACTED]  
[REDACTED]

RE: Acceptance of Resignation

Dear Mrs. Bay:

The purpose of this letter is to inform you that I have received and accepted your letter of resignation. Your resignation will be effective on April 3, 2024. According to Board of Education policy, "A resignation may not be withdrawn after it has been accepted by the superintendent and will be considered irrevocable from that date."

Please contact me if you have any questions regarding this matter.

Respectfully,

Brian Beagles, Ed.D.  
Superintendent of Schools



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**400 W. MAIN STREET**  
**SPERRY, OK 74073**

*Dr. Brian Beagles, Superintendent*  
*(918) 288-7213*  
*Fax (918) 288-7067*

March 13, 2024

Mr. Christopher Bennett  
[REDACTED]  
[REDACTED]

RE: Acceptance of Resignation

Dear Mr. Bennett:

The purpose of this letter is to inform you that I have received and accepted your letter of resignation. Your resignation will be effective on May 20, 2024. According to Board of Education policy, "A resignation may not be withdrawn after it has been accepted by the superintendent and will be considered irrevocable from that date."

Please contact me if you have any questions regarding this matter.

Respectfully,

A handwritten signature in cursive script that reads "Brian Beagles".

Brian Beagles, Ed.D.  
Superintendent of Schools



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**400 W. MAIN STREET**  
**SPERRY, OK 74073**

*Dr. Brian Beagles, Superintendent*  
*(918) 288-7213*  
*Fax (918) 288-7067*

March 13, 2024

Mrs. Rhonda Estep  
[REDACTED]  
[REDACTED]

RE: Acceptance of Resignation

Dear Mrs. Estep:

The purpose of this letter is to inform you that I have received and accepted your letter of resignation. Your resignation will be effective on May 20, 2024. According to Board of Education policy, "A resignation may not be withdrawn after it has been accepted by the superintendent and will be considered irrevocable from that date."

Please contact me if you have any questions regarding this matter.

Respectfully,

A handwritten signature in cursive script that reads "Brian Beagles".

Brian Beagles, Ed.D.  
Superintendent of Schools

# Sperry Schools

Excellence in Education

**SPERRY PUBLIC SCHOOLS**  
400 W. MAIN STREET  
SPERRY, OK 74073

*Dr. Brian Beagles, Superintendent*  
(918) 288-7213  
Fax (918) 288-7067

March 13, 2024

Ms. Jessica Mayfield  
[REDACTED]  
[REDACTED]

RE: Acceptance of Resignation

Dear Ms. Mayfield:

The purpose of this letter is to inform you that I have received and accepted your letter of resignation. Your resignation will be effective on May 20, 2024. According to Board of Education policy, "A resignation may not be withdrawn after it has been accepted by the superintendent and will be considered irrevocable from that date."

Please contact me if you have any questions regarding this matter.

Respectfully,



Brian Beagles, Ed.D.  
Superintendent of Schools



**SPERRY PUBLIC SCHOOLS**  
**400 W. MAIN STREET**  
**SPERRY, OK 74073**

***Dr. Brian Beagles, Superintendent***  
***(918) 288-7213***  
***Fax (918) 288-7067***

March 13, 2024

Ms. Amanda Ward  


RE: Acceptance of Resignation

Dear Ms. Ward:

The purpose of this letter is to inform you that I have received and accepted your letter of resignation. Your resignation will be effective on May 20, 2024. According to Board of Education policy, "A resignation may not be withdrawn after it has been accepted by the superintendent and will be considered irrevocable from that date."

Please contact me if you have any questions regarding this matter.

Respectfully,



Brian Beagles, Ed.D.  
Superintendent of Schools



# PERSONNEL REPORT

April 9, 2024

## SUPPORT PERSONNEL REPORT

### EMPLOYMENT

<u>Name</u>	<u>Position</u>	<u>Contract/Hourly</u>	<u>Effective Date</u>
None			

### CHANGE OF STATUS

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Present Contract</u>	<u>Proposed Contract</u>	<u>Effective Date</u>
None					

### LEAVES OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
None			

### ADJUNCT/SUPPORT EMPLOYEE VOLUNTEER COACHING CONTRACTS FOR 2023-2024

<u>Name</u>	<u>Assignment</u>	<u>Contract Amount</u>
None		

### RESIGNATIONS/RETIREMENTS/SEPARATIONS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
None		

### RESCINDED OFFERS OF EMPLOYMENT/TERMINATIONS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
None		