



Meeting of the Board of Directors
Western Gateway Elementary School

Wednesday, April 21, 2021
2:30 pm

P.O. Box 2362 Oklahoma City, OK 73101
1300 SW 15th Street Oklahoma City, OK 73108
www.westerngateway.school

Special Meeting of Western Gateway Elementary School, Inc.
Board of Directors Meeting
A G E N D A

April 21, 2021, 2:30 AM

309 NW 13th St STE 103, Oklahoma City, OK 73103

No board members will be present at the physical site.
Pursuant to SB103, this meeting will be conducted via Zoom videoconferencing.

Join Zoom Meeting

<https://zoom.us/j/99041763227?pwd=V3FoNk85OHVaZzdaSVUwaUxZaHYyZz09>

Meeting ID: 990 4176 3227

Passcode: 64n5qz

Board members present via Zoom:

Blair Humphreys, Pete White

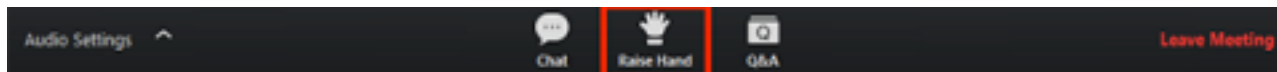
Others present via Zoom:

Heather Zacarias; Head of School, Diana Bedwell; Administrative Assistant, Ashley Terry; Wheeler Community Foundation, Leslie Batchelor; Legal Counsel, Steve Huff; Charter School Consultant

Access to documents and board agenda will be posted on the Western Gateway Website,
<https://www.westerngateway.school> *Click on About Us, then click on Board of Directors, scroll down to 2020-21 meetings for agenda and documents.

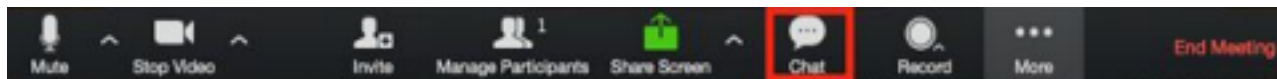
Members of the public may submit requests to address the board. To expedite requests to comment, the public may send those requests to info@westerngateway.school at least 60 minutes prior to the start time of the meeting. The final determination as to whether an item will appear as a public comment will be at the discretion of the board chair. Requests to comment can be heard using the "raise hand" feature or the "chat" feature within the Zoom video conference. Public Comments are limited to three (3) minutes and must be related to an agenda item or topic. Where several people wish to address the same subject, a spokesperson must be selected. The Board Chairman may interrupt and terminate any comments that are not in accordance with any of these criteria. Board members may not respond to speakers' comments.

1. Click Raise Hand in the Webinar Controls.



2. The host will be notified that you've raised your hand. Click Lower Hand to lower if needed.

3. As an attendee, Chat will be in the controls at the bottom of your screen.



4. When you click on chat, the chat window will appear. It will be on the right if you are not in full screen. If you are in full screen, it will appear in a window that you can move around your screen.

5. Type your message and press Enter to send it. If the audio or video connection is disrupted, the meeting will temporarily pause for 10 minutes. After 10 minutes, the meeting will reconvene. If that is not possible, the meeting will end and an announcement about a rescheduled meeting will be posted on the school website.

Official action can be taken only on items which appear on the Agenda. The WGES Board of Directors may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Board or the Chair may refer the matter to the Head of School or Legal Counsel. The Board may also refer items to staff or committees for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely.

1. Call to Order & Welcome Blair Humphreys
2. Roll Call Blair Humphreys
3. Consideration and possible action upon the nomination of Ashley Terry to fill the unexpired term of Dr. Raúl Font as a member of the Board of Directors.
4. Consideration and possible action upon a Resolution of Appreciation for the Service of Dr. Raul Font as a Member of the Board of Directors.
5. Construction Update Ashley Terry
6. Head of School Update Heather Zacarias
 - a. Staffing
 - b. Community Outreach
 - c. Enrollment/ Lottery
 - d. WGES website <https://westerngateway.school/>
7. Consent Agenda: Blair Humphreys

The following items concern reports and items of a routine nature normally approved at Board meetings. They will be considered and voted on together as a group with one vote; provided that any Board member may ask that one or more items be considered and voted on separately. The Consent Agenda includes discussion, consideration, and possible action upon the following items:

- a. Approval of Minutes from February 17, 2021
 - b. Approval of February and March 2021 financial reports
 - c. Approval of Purchase Orders # 2021-11-20 through 2021-11-33 and any changes to any prior existing purchase orders
 - d. Approval of certified and support staff employee agreements for 2021-22
 - e. Approval of Resolution for Schools and Libraries Universal Services (E-Rate) for 2021-22. This resolution authorizes the filing of the Form 471 applications for the funding year 2021-22 and the payment of the applicant's share upon approval of funding and receipt of services.
 - f. Approval of Oklahoma Consulting and Accounting Services, LLC contract (in affiliation with Jenkins & Kemper, CPAs, P.C.) to provide accounting and treasury services for 2021-22.
 - g. Approval of Wengage- Municipal Accounting Services contract to provide Student Information System software, Accounting Software, Payroll Software, and Gradebook software for school year 2021-22.
8. Consideration and possible action to approve the WGES school calendar for 2021-22 and to authorize the Head of School to make adjustments as necessary based on the completion of construction.
 9. Comments by board members and/or public comments.
 10. New business
 11. Adjourn



WESTERN GATEWAY ELEMENTARY

CERTIFIED STAFF			
Program	Prek Self Contained	Kindergarten	1st Grade
Monolingual	Lucie Kusbel	Carrie Nordmark	Amirah Zulkifli
DL- Spanish	Dalia Mavarez	Magdalena Martinez	Liseth Corbin
DL- English	Dennise Garcia	Elena Howell	Juliana Gile
Instructional Facilitator- Brittney DosSantos		Special Education- Catalina Zacarias	
School Counselor		School Nurse	
Head of School/Superintendent: Heather Zacarias			

OFFICE STAFF	
Encumbrance Clerk/ HR & Benefits Coordinator: Diana Bedwell	Attendance Clerk & Front Office Receptionist: Aylin Murillo

SUPPORT STAFF
Veronica Deloera
Coraliz Matos
Priscilla Chavez

Event Name	Date of Event	Order of Events
Ferris Wheel Opening Day	4/3/2021	1st
Rotary Club Listening Session	4/13/2021	2nd
South Rotary Park Community Engagement	4/17/2021	3rd
		Total: 3
Social Media Posts	Date of Post	Order of Posts
Coming Fall 2021	3/1/2021	1st
Introduction	3/4/2021	2nd
Values & Learning Path Video	3/10/2021	3rd
Meet El Oso	3/12/2021	4th
Facebook Live With Tango PR	3/18/2021	5th
Your Journey Begins Here	3/29/2021	6th
Meet The Staff At Wheeler Ferris Wheel	4/3/2021	7th
Rotary Park Community Engagement	4/12/21	8th
Enrollment Begins	4/14/21	9th
		Total: 9
Post Cards & Emails	Dates	Number distributed
Intro Information- Post Card	3/12/2021	175
Enrollment Information-Post Card	4/13/2021	175
EOI Emails (info & enroll now)	3/9/21-Current	39
		Total: 389

Dates	Location Name	Address	City	State	Zipcode
March-April	Matt Hoffman Action Sports Park	1700 S Robinson Ave	OKC	OK	73109
March-April	OKC Fire Department Station 7	218 SW 23rd St	OKC	OK	73109
March-April	South Rotary Park	1801-1899 S Rotary Dr	OKC	OK	73108
March-April	Wright Library	2101 Exchange Ave	OKC	OK	73108
March-April	Capitol Hill Library	327 SW 27th St	OKC	OK	73109
March-April	Wheeler Ferris Wheel	1701 S Western Ave	OKC	OK	73109
March-April	Terminal Commons	1741 Wheeler St	OKC	OK	73108
March-April	The Big Friendly	1737 Spoke St	OKC	OK	73108
March-April	Westwood Food Market	1437 Westwood Blvd	OKC	OK	73108
March-April	Pouring Art Ceramics	1139 SW 17th St	OKC	OK	73108
March-April	Community Action	1607 SW 15th St	OKC	OK	73108
March-April	Will Rogers Head Start Center	1621 SW 15th St	OKC	OK	73108
March-April	Avash Food Mart	2301 S Kentucky Ave	OKC	OK	73108
March-April	Tinker Federal Credit Union	2315 S Western Ave	OKC	OK	73109
March-April	La Liga Latina De Oklahoma	701 SW 22nd St	OKC	OK	73109
March-April	Will Rogers Senior Center	3501 Pat Murphy Dr	OKC	OK	73112
March-April	Higher Grounds Coffee Shoppe	5814 NW 63rd St	OKC	OK	73132
March-April	YMCA Of Greater Oklahoma City Midtown	1110 Classen Dr	OKC	OK	73103
March-April	City Rescue Mission- Women's Center	800 W. California Ave	OKC	OK	73106
March-April	The Social Club/Salon	913 W Main St	OKC	OK	73106
March-April	The Plante Shoppe	835 W Sheridan Ave	OKC	OK	73106
March-April	La Hacienda Carnecería/ Frutería	800 SW 29th St	OKC	OK	73109
March-April	Western Hills Baptist Church	401 SW 44th St	OKC	OK	73109
March-April	Will Rogers Courts- Management	1620 Heyman St	OKC	OK	73108

Website Stats

We've seen some great results of our audience engaging on the site with form submissions and link clicks! The average time on site is really high, showing people are engaged with our content.

- 743 sessions to the website since launching on March 4
 - 443 unique users
 - 2.41 average pages per session
 - 2:59 average time on site
- 32 total EOI Form submissions
- 67 clicks on the new "Enroll Now" button (added April 14)

Social Media Stats

Overall, the ads have been performing well despite our limited audience. We're working with a very narrow audience so not to waste dollars on people outside of the zone which affects reach and engagement. The website traffic ad promoting enrollment has only run two days and is performing great.

1st Facebook Post (Engagement Objective — Ends today)

- 2,038 people reached
- 82 total engagements

2nd Facebook Post (Website Traffic – Ends April 28)

- 667 people reached
- 79 total engagements

Event – Ends Tonight

- 1,867 people reached
- 10 responses



Western Gateway Elementary School

3d · 🌐

We will be at the South Rotary Park Pavilion this Saturday, April 17th from 10:30 am to 12:30 pm providing information for enrollment! We can't wait to see you!

Learn more: <https://bit.ly/3sfSPok>

Address: South Rotary Park, 1604 SW 15th Street, Oklahoma City, OK 73108

Estaremos en el pabellón del parque rotario sur este sábado de 10:30 am - 12:30 pm dando información sobre cómo inscribirse. No podemos esperar a verte! Domicilio: South Rotary Park, 1604 SW 15th Street Oklahoma City, OK 73108

**Tu viaje
comienza aquí.**



**Your journey
begins here.**

Western Gateway Elementary School

Elementary School

[Learn More](#)

2,038

People Reached

82

Engagements

[Boost Post](#)

Juan Aguime Ramirez, Linda Jackson and 16 others

1 Comment · 2 Shares

Like

Comment

Share



Performance for Your Post

2,038 People Reached

24 Reactions, Comments & Shares

16

Like

14

On Post

2

On Shares

4

Love

4

On Post

0

On Shares

2

Comments

2

On Post

0

On Shares

2

Shares

2

On Post

0

On Shares

58 Post Clicks

6

Photo Views

11

Link Clicks

41

Other Clicks

NEGATIVE FEEDBACK

1 Hide Post

0 Hide All Posts

0 Report as Spam

0 Unlike Page

Reported stats may be delayed from what appears on posts



Western Gateway Elementary School
 2d · 🌐

Coming Fall / Otoño 2021. We invite you to be part of our school family. Te invitamos a ser parte de nuestra familia escolar.

Western Gateway Elementary School is now enrolling / inscripciones abiertas:
 COLLEGE HILL
 HIGGINS HEIGHTS... [See More](#)



Western Gateway Elementary School
 Elementary School

[Learn More](#)

667
 People Reached

79
 Engagements

[Boost Post](#)


 Regina Ceballos, Gloria Torres and 4 others

1 Comment 3 Shares

 Like

 Comment

 Share



Performance for Your Post

667 People Reached

14 Likes, Comments & Shares ⓘ

10 Likes	6 On Post	4 On Shares
--------------------	---------------------	-----------------------

1 Comments	1 On Post	0 On Shares
----------------------	---------------------	-----------------------

3 Shares	3 On Post	0 On Shares
--------------------	---------------------	-----------------------

65 Post Clicks

4 Photo Views	14 Link Clicks ⓘ	47 Other Clicks ⓘ
-------------------------	----------------------------	-----------------------------

NEGATIVE FEEDBACK

0 Hide Post **0** Hide All Posts

0 Report as Spam **0** Unlike Page

Reported stats may be delayed from what appears on posts



SAT, APR 17 · 10:30 AM

Rotary Park Community Engagement

1604 SW 15th St, Oklahoma City, OK 73108-6804, United States

Event Performance

Last 7 Days: Apr 9 - Apr 16



People Reached

1,867

+1,867 last 7 days



Responses

10

+10 last 7 days



Track ticket sales

Add Ticket Link



Compare performance across all Plenty Mercantile's events.

[View Events Insights](#)

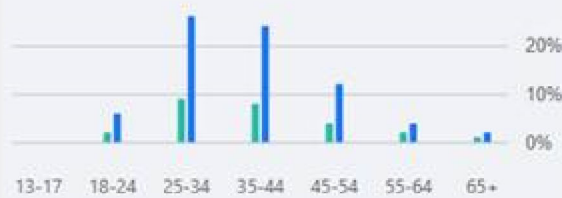
Audience

People reached

Age and Gender

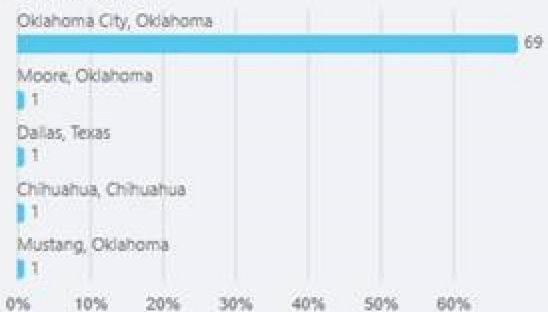
Last 7 days

0% Men 0% Women



Location

Last 7 days



WESTERN GATEWAY ELEMENTARY SCHOOL, INC.

Minutes

Board of Directors Meeting

Wednesday, February 17, 2021, 2:30 pm

This meeting of the Board of Directors of Western Gateway Elementary School, Inc. was held on Wednesday, February 17, 2021, at 2:30 pm. The meeting was held by teleconference as authorized by SB 103.

Statement of Compliance with the Oklahoma Open Meeting Act:

The meeting agenda was delivered to the Oklahoma County Clerk on Thursday, February 11, 2021, and had been posted on Friday, February 12, 2021, before 10:00 am on the school website: <https://www.westerngateway.es/>

1. Call to Order

Blair Humphreys called the meeting to order at 2:35 p.m. on February 17, 2021.

2. Roll Call

Mr. Blair Humphreys called the roll. Board members present were: Mr. Blair Humphreys and Dr. Raúl Font. Others present were: Leslie Batchelor (Legal Counsel) Heather Zacarias (Head of School), Ashley Terry, Steve Huff, and Diana Bedwell.

3. Construction Update from Ashley Terry; Wheeler Community Foundation, Inc.

Ashley shared an update that included framing, masonry, roof, drywall, and playground selection. She provided an aerial view of the construction site. Ashley informed the board that the construction project is still on track for a completion date of July 16, 2021.

4. Update from Heather Zacarias; Head of School

Heather shared an update including branding and marketing, furniture vendor selection, and staffing. In her update, she shared a slide presentation of the school logo, mascot, and brand content to be used in conjunction with marketing materials and communication with the surrounding community and neighborhoods. The furniture vendor selected to furnish the school is Scott Rice. Heather shared a slide presentation highlighting furniture selections for grade-level bands, administrative offices, and common use spaces throughout the building. She concluded her update with a presentation of newly hired staff members. Heather shared with the board that there are 4 openings left to fill; a special education teacher, 2 kindergarten teachers, and one prek teacher. Of these 4 openings, 2 candidates are lined up for second interviews.

5. Consideration and authorization of WGES Consent Agenda

A motion was made by Dr. Raúl Font to approve the Western Gateway consent agenda. The motion was seconded by Blair Humphreys, and approved on the following vote:

Ayes: Font, Humphrey

Nays: none

6. Consideration and discussion upon purpose, timeline, and method of board training

Steve Huff, Charter School Consultant, presented information about hosting 30-minute sessions for board training modules to take place over the course of the next 3-4 board meetings. Board members present agreed this was the best course of action and requested these training sessions to be added to future board meeting agendas. Steve Huff and Heather Zacarias will coordinate these training sessions.

7. Consideration and authorization of an amendment to WGES Board Policies for Employment to state the following:

The Board shall select the Head of School, Board Clerk, Treasurer, Attorney, Auditor, and their respective deputies.

The hiring of all other employees of the School will be appointed by the Head of School. The Head of School will appoint employees based on experiences, qualifications, and guidelines established by the Head of School.

It is the responsibility of the applicant to meet federal, state, and local qualifications for employment to include maintaining any certificate or license required for continued employment.

A motion was made by Blair Humphreys to approve the Western Gateway Employment Policy Amendment, subject to such minor or clerical corrections Legal Counsel might make for clarity and consistency. The motion was seconded by Dr. Raúl Font, and approved on the following vote:

Ayes: Font, Humphreys

Nays: none

8. Consideration and authorization of WGES Board Policies for Enrollment

The Board discussed the approval of enrollment policy. Dr. Raul Font emphasized the need for clear criteria for determining Home Language and program placement. Heather described the plans for the use of the Home Language Survey and a standardized language screener to determine program placement and clarified that an explanation of such use would be included in the enrollment policies.

Blair Humphreys clarified that the draft policies would be revised so that children of Staff members will be given the same priority as students who live within the Boundary.

A motion was made by Blair Humphreys to approve the Western Gateway Enrollment Policy, subject to the modifications discussed and such other additions and clarifications as might be made by the Board Chair and Head of School, with the assistance of Legal Counsel . The motion was seconded by Dr. Raúl Font, and approved on the following vote:

Ayes: Font, Humphrey

Nays: none

9. Board Comments

Board members shared the excitement of children coming to school. Board members stressed the importance of investing in the children in regards to the lack of instructional time as a result of the pandemic. The Head of School thanked the newly hired staff members for their dedication and commitment to Western Gateway. Board members thanked the participants for attending the board meeting and were happy to see such a great turnout.

10. New Business

None

11. Adjournment

A motion was made by Dr. Raúl Font to adjourn the meeting. The motion was seconded by Blair Humphreys, and approved on the following vote:

Ayes: Font, Humphreys

Nays: none

The meeting was adjourned at 4:09 pm.

Dr. Raúl Font, Secretary-Treasurer

**WESTERN GATEWAY CHARTER SCHOOL
OKLAHOMA CITY, OKLAHOMA**

MONTHLY FINANCIAL REPORT

February 28, 2021 and Year to Date

TABLE OF CONTENTS

Table of Contents

Compilation Report

Statement of Assets, Liabilities, and Net Assets – Cash Basis 1

Statement of Revenue and Expenses – General Fund - Cash Basis 2

Supplemental Information

Report of Revenue by Month – General Fund – Cash Basis 3

Statement of Expenses by Project/Object – General Fund – Cash Basis 4

3 Year Comparison – Cash Basis 5

Gifts Fund Revenue/Expenditure Summary



JENKINS & KEMPER
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

JACK JENKINS, CPA
MICHAEL KEMPER, CPA

March 5, 2021

Honorable Board of Trustees
Western Gateway Charter School
Oklahoma City, Oklahoma

I have compiled the accompanying statement of assets, liabilities, and net assets – cash basis for Western Gateway Charter School as of February 28, 2021 and the related statements of revenues and expenses – cash basis for the eight (8) months then ended for the General and Gifts Funds. My compilation was performed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the cash basis of accounting and the budget laws of the State of Oklahoma, which is a basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting, in the form of financial statements and supplemental information that is the representation of the management. I have not audited or reviewed the accompanying financial statements and supplemental information and, accordingly, do not express an opinion or any other form of assurance on them. However, I did become aware of a departure from the cash and budgetary basis of accounting that is described in the following paragraph.

The regulatory basis of accounting requires a specific format of presentation of governmental funds and the accompanying presentation does not comply with that format. Additionally, fixed assets and any related debt are not included in the statement of assets, liabilities and net assets presented on a cash basis. Any such accounts are reflected in the statement of revenues and expenses as a corresponding receipt and/or expenditure of funds. The effects of these departures on the financial statements have not been determined.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the School's assets, liabilities, net assets, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

I am not independent with respect to Western Gateway Charter School.

Sincerely,

Jenkins & Kemper, CPAs P.C.

Jack H. Jenkins
Certified Public Accountant

**WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
STATEMENT OF ASSETS, LIABILITIES AND NET ASSETS - CASH BASIS
AT FEBRUARY 28, 2021**

	General Fund	Gifts Fund	Totals
Assets			
Cash	<u>\$ 74,138.43</u>	<u>200,000.00</u>	<u>274,138.43</u>
Liabilities			
Outstanding Payments	<u>5,818.80</u>	<u>-</u>	<u>5,818.80</u>
 Net Assets	 <u>\$ 68,319.63</u>	 <u>200,000.00</u>	 <u>268,319.63</u>

WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
STATEMENT OF REVENUE AND EXPENSES- GENERAL FUND - CASH BASIS

	<u>Source Codes</u>	<u>2020-21 Budgeted</u>	<u>2020-21 As of 2/28/21</u>	<u>% of YTD to Budgeted</u>
<u>Revenue</u>				
Donations - Miscellaneous	1610	\$ -	0.01	N/A
Donations - Inasmuch (Proj. 001)	1610	50,000.00	50,000.00	100.0%
Donations - Wheeler (Proj. 002)	1610	67,000.00	67,000.00	100.0%
Donations - Walton (Proj. 003)	1610	60,000.00	-	0.0%
CSP Grant (Proj. 771)	4462	250,000.00	89,423.73	35.8%
Transfer/Correcting Entries	5000	3.00	3.00	100.0%
Total revenue		<u>427,003.00</u>	<u>206,426.74</u>	48.3%
<u>Expenditures</u>				
Payroll		173,000.00	89,527.71	51.8%
Accounts Payable		<u>254,503.00</u>	<u>48,579.40</u>	19.1%
Total expenditures		<u>427,503.00</u>	<u>138,107.11</u>	32.3%
Revenue over (under) expenses		(500.00)	68,319.63	
Net Assets (beginning)	6110	-	-	N/A
Other Financing Sources (Uses):				
Transfers available from Gift Fund		<u>200,000.00</u>	<u>-</u>	
Ending Net Assets		<u>\$ 199,500.00</u>	<u>68,319.63</u>	

SUPPLEMENTAL INFORMATION

WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
GENERAL FUND -SUPPLEMENTAL REPORT OF REVENUE BY MONTH - CASH BASIS

	<u>Totals</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>
Donations - Miscellaneous	0.01	0.01	-	-	-	-	-	-	-
Donations - Inasmuch Foundation	50,000.00	-	-	-	-	50,000.00	-	-	-
Donations - Wheeler Community	67,000.00	-	17,000.00	50,000.00	-	-	-	-	-
CSP Grant	89,423.73	-	-	-	11,188.08	29,243.03	35,813.59	13,179.03	-
Non-revenue sources	3.00	-	3.00	-	-	-	-	-	-
	<u>206,426.74</u>	<u>0.01</u>	<u>17,003.00</u>	<u>50,000.00</u>	<u>11,188.08</u>	<u>79,243.03</u>	<u>35,813.59</u>	<u>13,179.03</u>	<u>-</u>

WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
STATEMENT OF EXPENSES BY PROJECT/OBJECT
- GENERAL FUND - CASH BASIS

Classification (Project-Object)	Object	2020-21 Original Budget	2020-21 As of 2/28/21	% of YTD to Budg.
General Fund & Local Codes (Proj. 000)				
Dues and Fees	800	500.00	160.00	32.00%
Reimbursement/Correcting Entries	900	3.00	3.00	100.00%
Subtotal		<u>503.00</u>	<u>163.00</u>	32.41%
Donations - Inasmuch (Proj. 001)				
Legal Expenses	354	10,000.00	-	0.00%
Professional Development	359	7,000.00	1,400.00	20.00%
Communications	530	15,000.00	1,594.00	10.63%
Advertising	540	8,000.00	3,050.00	38.13%
Printing	550	5,000.00	186.45	3.73%
Office Supplies	619	5,000.00	-	0.00%
Technology Supplies	653	-	479.88	N/A
Subtotal		<u>50,000.00</u>	<u>6,710.33</u>	13.42%
Donations - Wheeler (Proj. 002)				
Communications	530	950.00	705.00	74.21%
Building Rent	443	61,000.00	-	0.00%
Office Supplies	619	4,850.00	-	0.00%
Technology Supplies	653	200.00	201.54	100.77%
Subtotal		<u>67,000.00</u>	<u>906.54</u>	1.35%
Donations - Walton (Proj. 003)				
Legal Services	354	10,000.00	-	0.00%
Technology Supplies	653	50,000.00	-	0.00%
Subtotal		<u>60,000.00</u>	<u>-</u>	0.00%
CSP Grant - OPSRC (Proj. 771)				
Salaries/Employee Benefits	100-299	173,000.00	89,527.71	51.75%
Workers Compensation	290	-	554.00	N/A
Administrative Services (EAS)	311	-	1,700.00	N/A
E-Rate Services	312	3,000.00	2,880.00	96.00%
Accounting Services (OCAS)	331	25,000.00	2,300.00	9.20%
Legal Services	354	16,000.00	14,355.00	89.72%
Professional Development (in house)	359	500.00	-	0.00%
Online Software/Communications	530	-	4,510.00	N/A
Advertising	540	13,500.00	13,500.00	100.00%
Office/Instructional Supplies	619	-	283.00	N/A
Books/Periodicals	640	18,000.00	-	0.00%
Technology Equipment	653	1,000.00	350.00	35.00%
Fees/Registrations	800	-	367.53	N/A
Subtotal		<u>250,000.00</u>	<u>130,327.24</u>	52.13%
Grand Total				
		<u>427,503.00</u>	<u>138,107.11</u>	32.31%
Payroll Expenses	100-200	173,000.00	89,527.71	51.75%
Non-Payroll Expenses	300-900	254,503.00	48,579.40	19.09%
Totals		<u>427,503.00</u>	<u>138,107.11</u>	32.31%

Submitted to Board of Trustees
March 2021

**WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
SUPPLEMENTAL COMPARISON OF EXPENSES - CASH BASIS**

	2020-21 Expenditures	
	<u>Salary</u>	<u>Non-salary</u>
July	-	3.00
August	11,188.08	3.00
September	11,929.03	10,004.50
October	11,929.03	6,022.53
November	11,929.03	13,275.50
December	11,929.03	1,290.00
January	14,492.12	8,022.00
February	16,131.39	9,958.87
March	-	-
April	-	-
May	-	-
June	-	-
	<u>89,527.71</u>	<u>48,579.40</u>
		<u>138,107.11</u>

Western Gateway Elementary School Inc.**Revenue/Expenditure Summary****Options:** Fund: 81, Date Range: 7/2/2020 - 2/28/2021

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
001 INASMUCH FOUNDATION	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	\$0.00	\$200,000.00
Total	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	\$0.00	\$200,000.00

**WESTERN GATEWAY CHARTER SCHOOL
OKLAHOMA CITY, OKLAHOMA**

MONTHLY FINANCIAL REPORT

March 31, 2021 and Year to Date

TABLE OF CONTENTS

Table of Contents

Compilation Report

Statement of Assets, Liabilities, and Net Assets – Cash Basis 1

Statement of Revenue and Expenses – General Fund - Cash Basis 2

Supplemental Information

Report of Revenue by Month – General Fund – Cash Basis 3

Statement of Expenses by Project/Object – General Fund – Cash Basis 4

3 Year Comparison – Cash Basis 5

Gifts Fund Revenue/Expenditure Summary



JENKINS & KEMPER
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

JACK JENKINS, CPA
MICHAEL KEMPER, CPA

April 7, 2021

Honorable Board of Trustees
Western Gateway Charter School
Oklahoma City, Oklahoma

I have compiled the accompanying statement of assets, liabilities, and net assets – cash basis for Western Gateway Charter School as of March 31, 2021 and the related statements of revenues and expenses – cash basis for the nine (9) months then ended for the General and Gifts Funds. My compilation was performed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the cash basis of accounting and the budget laws of the State of Oklahoma, which is a basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting, in the form of financial statements and supplemental information that is the representation of the management. I have not audited or reviewed the accompanying financial statements and supplemental information and, accordingly, do not express an opinion or any other form of assurance on them. However, I did become aware of a departure from the cash and budgetary basis of accounting that is described in the following paragraph.

The regulatory basis of accounting requires a specific format of presentation of governmental funds and the accompanying presentation does not comply with that format. Additionally, fixed assets and any related debt are not included in the statement of assets, liabilities and net assets presented on a cash basis. Any such accounts are reflected in the statement of revenues and expenses as a corresponding receipt and/or expenditure of funds. The effects of these departures on the financial statements have not been determined.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the School's assets, liabilities, net assets, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

I am not independent with respect to Western Gateway Charter School.

Sincerely,

Jenkins & Kemper, CPAs P.C.

Jack H. Jenkins
Certified Public Accountant

**WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
STATEMENT OF ASSETS, LIABILITIES AND NET ASSETS - CASH BASIS
AT MARCH 31, 2021**

	General Fund	Gifts Fund	Totals
Assets			
Cash	\$ 400,972.74	190,000.00	590,972.74
Liabilities			
Outstanding Payments	10,732.28	-	10,732.28
Net Assets	\$ 390,240.46	190,000.00	580,240.46

WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
STATEMENT OF REVENUE AND EXPENSES- GENERAL FUND - CASH BASIS

	<u>Source Codes</u>	<u>2020-21 Budgeted</u>	<u>2020-21 As of 3/31/21</u>	<u>% of YTD to Budgeted</u>
<u>Revenue</u>				
Donations - Miscellaneous	1610	\$ -	0.01	N/A
Donations - Inasmuch (Proj. 001)	1610	60,000.00	60,000.00	100.0%
Donations - Wheeler (Proj. 002)	1610	67,000.00	67,000.00	100.0%
Donations - Walton (Proj. 003)	1610	325,000.00	325,000.00	100.0%
CSP Grant (Proj. 771)	4462	450,000.00	110,720.85	24.6%
Transfer/Correcting Entries	5000	3.00	3.00	100.0%
Total revenue		<u>902,003.00</u>	<u>562,723.86</u>	62.4%
<u>Expenditures</u>				
Payroll		173,000.00	105,659.10	61.1%
Accounts Payable		<u>474,853.00</u>	<u>66,824.30</u>	14.1%
Total expenditures		<u>647,853.00</u>	<u>172,483.40</u>	26.6%
Revenue over (under) expenses		254,150.00	390,240.46	
Net Assets (beginning)	6110	-	-	N/A
Other Financing Sources (Uses):				
Transfers available from Gift Fund		<u>190,000.00</u>	<u>-</u>	
Ending Net Assets		<u>\$ 444,150.00</u>	<u>390,240.46</u>	

SUPPLEMENTAL INFORMATION

WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
GENERAL FUND -SUPPLEMENTAL REPORT OF REVENUE BY MONTH - CASH BASIS

	<u>Totals</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>
Donations - Miscellaneous	0.01	0.01	-	-	-	-	-	-	-	-
Donations - Inasmuch (prj 001)	60,000.00	-	-	-	-	60,000.00	-	-	-	-
Donations - Wheeler Community (prj 002)	67,000.00	-	17,000.00	50,000.00	-	-	-	-	-	-
Donations - Walton Family (prj 003)	325,000.00	-	-	-	-	-	-	-	-	325,000.00
CSP Grant	110,720.85	-	-	-	11,188.08	29,243.03	35,813.59	13,179.03	-	21,297.12
Non-revenue sources	3.00	-	3.00	-	-	-	-	-	-	-
	<u>562,723.86</u>	<u>0.01</u>	<u>17,003.00</u>	<u>50,000.00</u>	<u>11,188.08</u>	<u>89,243.03</u>	<u>35,813.59</u>	<u>13,179.03</u>	<u>-</u>	<u>346,297.12</u>

WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
STATEMENT OF EXPENSES BY PROJECT/OBJECT
- GENERAL FUND - CASH BASIS

Classification (Project-Object)	Object	2020-21 Original Budget	2020-21 As of 3/31/21	% of YTD to Budg.
General Fund & Local Codes (Proj. 000)				
Dues and Fees	800	500.00	202.00	40.40%
Reimbursement/Correcting Entries	900	3.00	3.00	100.00%
Subtotal		<u>503.00</u>	<u>205.00</u>	40.76%
Donations - Inasmuch (Proj. 001)				
Legal Expenses	354	10,000.00	-	0.00%
Professional Development	359	7,000.00	2,800.00	40.00%
Insurance	520	10,000.00	4,361.90	43.62%
Communications	530	15,000.00	8,219.00	54.79%
Advertising	540	11,450.00	3,973.00	34.70%
Printing	550	10,400.00	2,369.45	22.78%
Office Supplies and Tech	600	6,400.00	479.88	7.50%
Dues and Fees	800	100.00	100.00	100.00%
Subtotal		<u>70,350.00</u>	<u>22,303.23</u>	31.70%
Donations - Wheeler (Proj. 002)				
Communications	530	950.00	815.00	85.79%
Building Rent	443	61,000.00	-	0.00%
Office Supplies	619	4,850.00	-	0.00%
Technology Supplies	653	200.00	201.54	100.77%
Subtotal		<u>67,000.00</u>	<u>1,016.54</u>	1.52%
Donations - Walton (Proj. 003)				
Professional Services	351			N/A
Legal Services	354	10,000.00	-	0.00%
Advertising	540	-	-	N/A
Office Supplies and Tech	600	50,000.00	1,675.00	3.35%
Subtotal		<u>60,000.00</u>	<u>1,675.00</u>	2.79%
CSP Grant - OPSRC (Proj. 771)				
Salaries/Employee Benefits	100-299	173,000.00	105,659.10	61.07%
Workers Compensation	290	-	554.00	N/A
Administrative Services (EAS)	311	-	2,175.00	N/A
E-Rate Services	312	3,000.00	2,880.00	96.00%
Accounting Services (OCAS)	331	25,000.00	2,650.00	10.60%
Legal Services	354	16,000.00	14,355.00	89.72%
Professional Development (in house)	359	500.00	-	0.00%
Online Software/Communications	530	-	4,510.00	N/A
Advertising	540	13,500.00	13,500.00	100.00%
Office/Instructional Supplies	619	-	283.00	N/A
Books/Periodicals	640	18,000.00	-	0.00%
Furniture and Fixtures	651	200,000.00	-	0.00%
Technology Equipment	653	1,000.00	350.00	35.00%
Fees/Registrations	800	-	367.53	N/A
Subtotal		<u>450,000.00</u>	<u>147,283.63</u>	32.73%
Grand Total		<u>647,853.00</u>	<u>172,483.40</u>	26.62%
Payroll Expenses	100-200	173,000.00	105,659.10	61.07%
Non-Payroll Expenses	300-900	474,853.00	66,824.30	14.07%
Totals		<u>647,853.00</u>	<u>172,483.40</u>	26.62%

**WESTERN GATEWAY CHARTER SCHOOL - 2020-21 FISCAL YEAR
SUPPLEMENTAL COMPARISON OF EXPENSES - CASH BASIS**

	2020-21 Expenditures	
	<u>Salary</u>	<u>Non-salary</u>
July	-	3.00
August	11,188.08	3.00
September	11,929.03	10,004.50
October	11,929.03	6,022.53
November	11,929.03	13,275.50
December	11,929.03	1,290.00
January	14,492.12	8,022.00
February	16,131.39	9,958.87
March	16,131.39	18,244.90
April	-	-
May	-	-
June	-	-
	<u>105,659.10</u>	<u>66,824.30</u>
		<u>172,483.40</u>

Western Gateway Elementary School Inc.**Revenue/Expenditure Summary****Options:** Fund: 81, Date Range: 7/1/2020 - 3/31/2021

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
001 INASMUCH FOUNDATION	\$0.00	\$190,000.00	\$0.00	\$0.00	\$190,000.00	\$0.00	\$190,000.00
Total	\$0.00	\$190,000.00	\$0.00	\$0.00	\$190,000.00	\$0.00	\$190,000.00

Encumbrance Register

Options: Year: 2020-2021, Date Range: 7/1/2020 - 6/30/2021, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1	09/21/2020	6	MUNICIPAL ACCOUNTING SYSTEMS, INC.	ACCOUNTING SOFTWARE	4,793.00
11	2	09/21/2020	5	CENTER FOR ECONOMIC DEVELOPMENT LAW	LEGAL FEES	26,000.00
11	3	09/25/2020	7	NUEVO STUDIO	LOGOS FOR ADS AND PRINTING	5,500.00
11	4	09/25/2020	8	OSAG	WORKERS COMP	554.00
11	5	09/25/2020	9	EAS CONSULTING, INC.	ADMIN MGMT SERVICES	9,200.00
11	6	09/25/2020	10	USPS	POSTAGE	400.00
11	7	10/01/2020	4	OKLAHOMA TEACHER'S RETIREMENT	TR	22.53
11	8	10/07/2020	11	LA COSECHA	PROFESSIONAL DEVELOPMENT	345.00
11	9	07/01/2020	12	MIDFIRST BANK	BANK FEES	205.00
11	10	11/11/2020	13	BRAID CREATIVE	BRANDING	12,800.00
11	11	11/20/2020	14	JENKINS & KEMPER CPA, P.C.	TAX RETURN PREPARATION	350.00
11	12	11/10/2020	12	MIDFIRST BANK	BANK FEES	84.00
11	13	12/07/2020	15	OKLAHOMA CONSULTING AND ACCOUNTING	ACCOUNTING SERVICES	3,000.00
11	14	01/11/2021	16	WHEELER COMMUNITY FOUNDATION	GOOGLE SUITE USAGE	120.00
11	15	01/15/2021	17	KELLOGG & SOVEREIGN CONSULTING, LLC	E-RATE MANAGEMENT SERVICES OUSF COMPLIANCE	2,880.00
11	16	01/18/2021	18	TANGO PUBLIC RELATIONS LLC	PUBLIC RELATIONS	750.00
11	17	01/22/2021	20	ELITE TECHNOLOGY SOLUTIONS, LLC	ADMIN LAPTOP	350.00
11	18	02/03/2021	19	BRITTNEY NICOLE BIERSCHEK	PROFESSIONAL DEVELOPMENT	4,200.00
11	19	02/03/2021	21	CANDOR	MARKETING, PR, WEBSITE SUPPORT	17,612.50
11	20	02/18/2021	22	OPSRC	WEBSITE HOSTING	650.00
11	21	02/18/2021	23	ROCKET COLOR	10 PADS OF 50 PRINTING	955.45
11	22	02/18/2021	24	CAPITOL HILL GRAFFIX	MUGS PRINTING	240.00
11	23	02/18/2021	80000	HEATHER ZACARIAS	REIMB FOR SUPPLIES/SERVICES	709.38
11	24	02/26/2021	25	SAM'S CLUB	OFFICE SUPPLIES	2,000.00
11	25	02/26/2021	26	STAPLES	OFFICE SUPPLIES	1,500.00
11	26	02/26/2021	27	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	3,000.00
11	27	02/26/2021	28	LAKESHORE LEARNING	CURRICULUM DEVELOPMENT AND SUPPLIES	50,000.00
11	28	03/23/2021	30	QUINTELLA PRINTING	PRINTING	5,000.00
11	29	03/23/2021	29	OKLAHOMA SHIRT COMPANY	SHIRT PRINTING	1,000.00
11	30	03/30/2021	31	NWEA	TESTING	1,675.00
11	31	03/30/2021	32	METRO FAMILY MAGAZINE	ADVERTISING	1,000.00
11	32	03/30/2021	33	BECKMAN COMPANY	ELL INSURANCE	4,361.90
11	33	04/01/2021	34	SCOTT RICE	CLASSROOM FURNITURE	173,947.40

Non-Payroll Total: \$335,205.16

Payroll Total: \$105,659.10

Balance Forward: \$0.00

Report Total: \$440,864.26



E-Rate Board Resolution

We have completed your E-Rate Application(s) for the 2021-22 funding year.

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

Include the FOLLOWING WORDING on your next board agenda:

Vote to approve or disapprove Resolution for Schools and Libraries Universal Services (E-Rate) for 2021-22. This resolution authorizes filing of the Form 471 applications for funding year 2021-22 and the payment of the applicant's share upon approval of funding and receipt of services.

RETURN TO KELLOGG & SOVEREIGN:

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

Send all documents once your minutes have been approved.

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

RESOLUTION

Be it resolved that the governing board for Western Gateway Elementary School

1. Authorizes the filing of FCC Form 471, Schools and Libraries Universal Service Program Services Ordered and Certification Form for the services and/or products as detailed in the attached report, "E-Rate Requests, FY 2021", for the fiscal year 07/01/2021-06/30/2022.
2. Authorizes payment of the applicant's share subject to the following conditions:
 - (1) approval of funding of the discounted portion by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) and
 - (2) receipt of services during the fiscal year 07/01/2021-06/30/2022.

Application #	Pre-Discount Amount	E-Rate Amount	Applicant's Share
211015063	\$15,300.00	\$13,770.00	\$1,530.00
211015066	\$33,400.00	\$28,390.00	\$5,010.00
Totals	\$48,700.00	\$42,160.00	\$6,540.00

Signature: _____ Date: _____

Printed Name: _____ Title: _____

E-Rate Requests, FY 2021 (07/01/2021-06/30/2022)

Applicant Name: Western Gateway Elementary School

Billed Entity #: 17025809

471 App #	FRN	Service Provider	SPIN	Category	Pre-Disct Amount	Disct	Requested Amount	Applicant Share
211015063	2199019375	Cox Oklahoma Telcom, LLC	143005575	Data Transmission And/or Internet Access	15,300.00	90%	13,770.00	1,530.00

Totals for 471 App # 211015063: 15,300.00 13,770.00 1,530.00

471 App #	FRN	Service Provider	SPIN	Category	Pre-Disct Amount	Disct	Requested Amount	Applicant Share
211015066	2199019995	Elite Technology Solutions, LLC	143052374	Internal Connections	33,400.00	85%	28,390.00	5,010.00

Totals for 471 App # 211015066: 33,400.00 28,390.00 5,010.00

Totals for Billed Entity # 17025809: 48,700.00 42,160.00 6,540.00



April 7, 2021

Western Gateway Elementary School
Attn: Ms. Heather Zacarias
1701 Western Avenue
Oklahoma City, OK 73101

RE: Accounting and consulting services for the Year Ended June 30, 2022

Thank you for allowing Oklahoma Consulting and Accounting Services, LLC (in affiliation with Jenkins & Kemper, CPAs, P.C.) to perform accounting and consulting services for Western Gateway Elementary School (the school). We are pleased with the expression of confidence in our firm and our school expertise. I look forward to a long and successful relationship as an integral part of the school's financial management team.

This letter, along with the attached addenda, to be approved in an open board meeting, sets forth our understanding of the nature and scope of my non-attest accounting and consulting services to be provided for the school. As you know Government Auditing Standards (Yellow Book) place significant restrictions on firms that also perform consulting services for audit entities. Although we will maintain integrity and objectivity throughout the performance of all services provided to the school, We are not considered "independent" under the Government Accountability Office (GAO) definition and as such we cannot also perform audit or other attestation services for the school as long as we perform these non-attest services. Under the GAO independence rules, we are considered a part of your management team since we will perform certain functions normally associated with management. That is the reason that the school must contract with another CPA firm to conduct the annual School audit. However, the Yellow Book allows me to continue to assist the school as requested in many other matters. Independence is only required for the external auditor.

Scope of Services

We will compile a monthly statement of assets, liabilities and net assets-cash basis and the related statement of revenue and expenses-cash basis for each month and year-to-date period. The statements will include as supplemental information certain budgetary information. The financial statements will be prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles. The financial statements will omit all the disclosures ordinarily included in financial statements prepared on the cash basis of accounting. We will not audit or review such financial statements. Our report will include a statement that we are not independent with respect to the school.

The objective of a compilation engagement differs significantly from the objective of a review or audit of financial statements. The objective of a review is to provide a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial statements. The objective of an audit is to provide a reasonable basis for expressing an opinion regarding the financial statements taken as a whole. A compilation does not provide such a basis because a compilation does not contemplate performing inquiry or analytical procedures and other procedures ordinarily performed in a review or obtaining an understanding of internal control or assessing control risk; or other procedures ordinarily performed in an audit.

Management Responsibilities

The school is, and will continue to be, solely responsible for establishing and maintaining an effective accounting and internal control system, including, without limitation, systems designed to assure compliance with policies, procedures, and applicable laws, regulations, contracts, and agreements and maintaining adequate records. The school is also responsible for the design and implementation of programs and controls to prevent and detect fraud.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you or the appropriate level of management of any material errors and of any evidence or information that comes to my attention during the performance of compilation procedures or other management services performed that fraud or an illegal act may have occurred. We need not report any matters regarding illegal acts that may have occurred that are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

The school's management and those charged with governance will be responsible for establishing the scope of the accounting and consulting services and the resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the accounting and consulting services to be performed by Oklahoma Consulting and Accounting Services, LLC providing overall direction and oversight for each service, and reviewing and accepting the results of the work. The attached addenda (Exhibits A-C) provide management and those charged with governance an understanding of the services to be provided and items Oklahoma Consulting and Accounting Services, LLC will require in order to adequately perform each service.

Administration, Fees, and Other

Our fee for the compilation and other services is stated on each addendum (Exhibits A-C) attached as part of this contract. The ancillary services, defined by the attached addenda, will be billable at the rate of \$90 per hour. Requests for a representative of Oklahoma Consulting and Accounting Services, LLC to attend a board meeting will be billed \$150 for each meeting attended.

These services are for the period July 1, 2021 to June 30, 2022. Please sign each contract addenda whether Western Gateway Elementary School **accepts** or **does not accept** the services described for each. Fees for these services will be rendered each month as described on the exhibits and will be payable on presentation. This engagement letter will remain in effect until changed by mutual consent.

Administration, Fees, and Other (Continued)

In accordance with my firm policies, work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. You acknowledge and agree that we are not required to continue performing work for you in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. Further, you acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis my engagement will be deemed to have been completed and we will not be liable to you for any damages that occur as a result of my ceasing to render services, even if we have not completed our services. You will be obligated to compensate us for all time expended and to reimburse us for any out-of-pocket expenditures through the date of termination.

In addition, the school further agrees to indemnify and hold me harmless for any liability and all reasonable costs, including legal fees that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the school's management.

Our firm, as well as other accounting firms, participates in the AICPA's peer review program covering our audit and accounting practice. Under this program, my system of quality control is subjected to a peer review by a team of certified public accountants approved by the state administering entity. As part of this peer review, the team will review a sample of my work. It is possible that the work performed for you may be selected for their review. If it is, the team is bound by professional standards to keep all information confidential.

We appreciate the opportunity to be of service to you and look forward to continuing our long and mutually satisfying relationship. We believe this letter accurately summarizes the significant terms of our engagement. Please call us at any time if you have any questions. If this letter and the attached addenda correctly express your understanding, please sign the enclosed copies where indicated and return it for our files.

Sincerely,



Jack H. Jenkins

President, Oklahoma Consulting and Accounting Services, LLC

ACKNOWLEDGMENT:

By: _____ Date: _____
Administrator

By: _____ Date: _____
Board Member

TREASURER SERVICES

This agreement begins July 1, 2021 and ends on June 30, 2022, between Western Gateway Elementary School and Oklahoma Consulting and Accounting Services, LLC (us/our). This agreement shall not become effective until approved and entered into the minutes of an open board meeting.

Treasurer Services to be Provided:

1. Reconciliations performed timely every month of reported school funds to bank statements
2. Receipts posted to appropriate accounts using the Oklahoma Cost Accounting codes as required by the Oklahoma State Department of Education
3. Prepare monthly finance report for review by management and governing board
4. Prepare orderly file folders to maintain records of all treasurer services
5. Provide treasurer records and financial report information to independent auditor
6. Submit previous end of the fiscal year data to Oklahoma State Department of Education due during the contract period
7. Preparation of annual 2021-22 Estimate of Needs

Client Agrees to the Following:

1. Assign an employee of the school as deputy treasurer for physically depositing funds into your bank
2. Allow us online banking access for the school's checking/savings accounts
3. Obtain a treasurer's surety bond in treasurer's name for a minimum of \$100,000 as required by statute
4. Provide us with an adequate description of deposits made with your bank
5. Prepare detailed receipts in a pre-numbered receipt book for all local collections
6. Notify us of any changes in policy/requirements from the Oklahoma State Department of Education that may be sent to the principal/business manager of your school by email

ACKNOWLEDGMENT:

☐ Western Gateway Elementary School's management and those charged with governance understand, acknowledge and **ACCEPT** the above described monthly services. The annual contract amount for these services is \$7,800 and will be payable in 12 equal monthly installments of \$650 for the contract period.

☐ Western Gateway Elementary School's management and those charged with governance understand, acknowledge and **DO NOT ACCEPT** the above described monthly services. It is understood that in conjunction with other contracts, management may ask for the services described above and Oklahoma Consulting and Accounting Services, LLC will consider these items ancillary services and bill Western Gateway Elementary School the stated hourly rate.

By: _____ Date: _____
Administrator

By: _____ Date: _____
Board Member

PAYROLL SERVICES

This agreement begins July 1, 2021 and ends on June 30, 2022, between Western Gateway Elementary School and Oklahoma Consulting and Accounting Services, LLC (us/our). This agreement shall not become effective until approved and entered into the minutes of an open board meeting.

Payroll Services to be Provided:

1. Calculate and print checks or create direct deposit for all net pay amounts on a monthly basis and include up to two "special payrolls" per contract period. Additional "special payrolls" will be considered ancillary services and will be billed at an hourly rate (also see item #6 in Client Agreements)
2. Calculate and print checks or directly deposit tax withholding for Federal and State of Oklahoma
3. Calculate and print checks or directly deposit funds for fringe benefits, retirements, garnishments or any deduction or benefit normally processed through payroll
4. Create and file all payroll tax filings for Federal and the State of Oklahoma including Federal (941), State (OW-9) and State Unemployment (OESC) quarterly reports, W2s, and 1095s (if necessary).
5. Provide reports, copies of payroll tax filings and paystubs to assigned administrator for distribution to employees
6. Prepare online financial reporting, during this contract period, for the Oklahoma State Department of Education regarding the Oklahoma cost account coding of payroll items

Client Agrees to the Following:

1. Approve our employee as the payroll clerk
2. Furnish us with annual/hourly approved rates of pay for each employee at the beginning of the employee's contract period
3. Notify us of any employees to be paid from a federal program or other special program at the beginning of the employee's contract period
4. Report to us all regular deductions such as fringe benefits, retirements, garnishments and any other deductions or benefits normally processed through payroll for each employee at the beginning of the employee's contract period
5. Provide us with updated W-4 forms for the calendar year for each employee authorizing us to withhold the appropriate amount of income taxes from each payroll
6. Furnish us with timesheets or changes in payroll four regular business days previous to scheduled payment date

ACKNOWLEDGMENT:

☐ Western Gateway Elementary School's management and those charged with governance understand, acknowledge and **ACCEPT** the above described monthly services. The annual contract amount for these services is \$8,400 and will be payable in 12 equal monthly installments of \$ 700 for the contract period.

☐ Western Gateway Elementary School's management and those charged with governance understand, acknowledge and **DO NOT ACCEPT** the above described monthly services. It is understood that in conjunction with other contracts, management may ask for the services described above and Oklahoma Consulting and Accounting Services, LLC will consider these items ancillary services and bill Western Gateway Elementary School the stated hourly rate.

By: _____ Date: _____
Administrator

By: _____ Date: _____
Board Member

ACCOUNTS PAYABLE SERVICES

This agreement begins July 1, 2021 and ends on June 30, 2022, between Western Gateway Elementary School and Oklahoma Consulting and Accounting Services, LLC (us/our). This agreement shall not become effective until approved and entered into the minutes of an open board meeting.

Services to be provided:

1. Set up purchase orders based on requisitions before items are delivered or services are performed from the vendor as required by statute
2. Certify and prepare payments for itemized invoices
3. File purchase orders with supporting documentation and present for independent audit during the contract period
4. Assist with proper Oklahoma cost account coding based on descriptions of goods and services provided on the requisition
5. Monitor appropriations and report to client if any supplemental forms will be required for budget
6. Provide digital 1099 reporting package to payroll department for filing

Client Agrees to the Following:

1. Provide W-9 for each vendor used.
2. Assign somebody as the encumbrance clerk and activity fund custodian (if applicable) and provide surety bonds for each of those positions as required by statute
3. Furnish us with an approved and complete requisition prior to an order being made with a vendor as required by statute
4. Provide us with the proper Oklahoma Cost account coding or an adequate description of items/services to be encumbered
5. Present itemized invoices to our designated employee on a timely basis in order to prevent any late fees or late notices from vendors
6. Notify us, on requisition forms, of any vendor providing goods or services pertaining to a federal program or special project budget and the designated code of the program involved

ACKNOWLEDGMENT:

☐ Western Gateway Elementary School's management and those charged with governance understand, acknowledge and **ACCEPT** the above described monthly services. The annual contract amount for these services is \$7,800 and will be payable in 12 equal monthly installments of \$ 650 for the contract period.

☐ Western Gateway Elementary School's management and those charged with governance understand, acknowledge and **DO NOT ACCEPT** the above described monthly services. It is understood that in conjunction with other contracts, management may ask for the services described above and Oklahoma Consulting and Accounting Services, LLC will consider these items ancillary services and bill Western Gateway Elementary School the stated hourly rate.

By: _____ Date: _____
Administrator

By: _____ Date: _____
Board Member

Customer: WESTERN GATEWAY ELEMENTARY SCHOOL,
 INC.

Addr: P.O. BOX 1150
 OKLAHOMA CITY OK 73101

October Membership: 210

MAS: MUNICIPAL ACCOUNTING SYSTEMS, INC.

Addr: 908 EAST 35TH STREET
 SHAWNEE, OK 74804

Phone: (800)749-5691 **Fax:** (405)275-7091

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	\$1,890.00
Payroll	NA
- Usage Fee Included In Appropriated Funds	
Treasurer	\$630.00
Activity Funds	\$315.00
Personnel	\$630.00
Purchase Requisition	NA
Total 2021-2022 Fiscal Year Charges:	
	\$3,465.00

Terms and Conditions

- The software charge includes phone support for one (1) designated contact per application. Additional contacts can be added at an additional cost. MAS 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. MAS shall have full and free access to the Customer equipment and software to provide support.
- The software charge includes interactive online training via training videos and webinars.
- On-site training (by appointment only) will be charged \$750.00 per day from 9:30 a.m. through 3:30 p.m. CST and \$.55/mile roundtrip. Additional time is \$100.00 per hour.
- Customer agrees that MAS 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.
- 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.
- This agreement shall be governed by the Laws of the State of Oklahoma.

Software as a Service

- Definitions.
 - Application means the software and other material used by MAS 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.
 - Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.
 - 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.
 - Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
 - 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 MAS 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 MAS Privacy Policy and Terms of Service.

(h) Service Order Agreement means the Software Service Order Agreement delivered by MAS to Customer which sets forth the service and fees for the current fiscal year.

(i) Usage Data means any data that MAS collects or generates during the performance of the Service, including non-confidential elements of Customer Data.

2. Service.

(a) MAS Obligations. MAS 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; and (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service.

(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 MAS 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 MAS 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 MAS. 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 MAS 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. MAS 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, MAS 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. MAS 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 MAS 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 MAS is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall MAS be deemed to be a direct or indirect transferor of information/data to any third party. MAS 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.

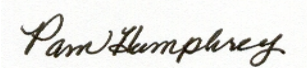
(f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, MAS for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that is 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 MAS 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) MAS Intellectual Property. MAS 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 MAS Intellectual Property Rights are granted to Customer.
- (b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants MAS 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 MAS and in conjunction with automatically generated data such as IP address, time, and frequency of access.
- (c) Feedback Relating to Services. MAS 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. MAS 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) MAS's Privacy Policy. MAS's Privacy Policy and Terms of Service, made a part hereof, is available at www.wengage.com.
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 MAS.
- (b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. MAS 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. MAS 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 MAS'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 MAS or its third-party licensor (as appropriate), and MAS 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 MAS 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. MAS 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:  _____

Date Prepared: 4/6/2021

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

Signature: _____

Date Accepted: _____

Customer: WESTERN GATEWAY ELEMENTARY SCHOOL,
 INC.

Addr: P.O. BOX 1150
 OKLAHOMA CITY OK 73101

October Membership: 210

MAS: MUNICIPAL ACCOUNTING SYSTEMS, INC.

Addr: 908 EAST 35TH STREET
 SHAWNEE, OK 74804

Phone: (800)749-5691 **Fax:** (405)275-7091

Up-Front Charges	
Description	Total
Installation	\$500.00
Total 2021-2022 Up-Front Charges:	
	\$500.00

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	\$1,680.00
Gradebook	\$420.00
Lunch Room	NA
Student Records Portal	\$315.00
Student Information Horizontal SIF® Agent - SIF® is a registered trademark of Schools Interoperability Framework Association.	NA
Google Classroom™ Integration - Google Classroom™ is a registered trademark of Google Inc.	NA
Rostering Integration	NA
Total 2021-2022 Fiscal Year Charges:	
	\$2,415.00

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. MAS 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. MAS 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 \$750.00 per day from 9:30 a.m. through 3:30 p.m. CST and \$.55/mile roundtrip. Additional time is \$100.00 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 \$ 0.50 per student X October membership.
5. Customer agrees that MAS 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 MAS 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 MAS 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 MAS Privacy Policy and Terms of Service.
 - (h) Service Order Agreement means the Software Service Order Agreement delivered by MAS to Customer which sets forth the service and fees for the current fiscal year.
 - (i) Usage Data means any data that MAS collects or generates during the performance of the Service, including non-confidential elements of Customer Data.
2. Service.
 - (a) MAS Obligations. MAS 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; and (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service.
 - (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 MAS 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 MAS 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 MAS. 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 MAS 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. MAS 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, MAS 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. MAS 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 MAS 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 MAS is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall MAS be deemed to be a direct or indirect transferor of information/data to any third party. MAS 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, MAS 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 MAS 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) MAS Intellectual Property. MAS 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 MAS Intellectual Property Rights are granted to Customer.

(b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants MAS 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 MAS and in conjunction with automatically generated data such as IP address, time, and frequency of access.

(c) Feedback Relating to Services. MAS 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. MAS 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) MAS's Privacy Policy. MAS's Privacy Policy and Terms of Service, made a part hereof, is available at www.wengage.com.

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 MAS.

(b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. MAS 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. MAS 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 MAS'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 MAS or its third-party licensor (as appropriate), and MAS 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 MAS 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. MAS 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:**Date Prepared:** 4/5/2021**Accepted By (please circle one): Superintendent / Board President****Signature:****Date Accepted:**

Year

2021

Month

7

Start Day

1

1:Sun, 2:Mon

Calendar Title

Western Gateway School Calendar: 2021-22

Western Gateway School Calendar: 2021-22

July 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
August 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
7	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	28	
29	30	31				
					9	
September 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						19
October 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						13
November 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						16
December 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						12
January 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					17
February 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					
						16
March 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						16
April 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						18
May 2022						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						18
June 2022						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Date	Event or Holiday
July 26-Aug 13, 17	All Teachers: Professional Development & Work Days
August 16-17	Meet the Teacher Event!
August 18	First day of school for students
Sept 6	Labor Day Holiday (school closed)
Sept 7	Teacher Prof Dev & Work Day (no school for students)
Sept 8	Curriculum Night
Oct 7- 8	Parent Conference Days (no school for students)
Oct 11-15	Fall Break (school closed)
Nov 22-26	Thanksgiving Break (school closed)
Dec 20-Jan 3	Winter Break (school closed)
Jan 3	Teacher Prof Dev & Work Day (no school for students)
Jan 4	Classes resume for students
Jan 17	MLK Jr. Day (school closed)
Feb 17-18	Parent Conference Day (no school for students)
Feb 21	President's Day (School Closed)
March 14-21	Spring Break (school closed)
March 21	Teacher Prof Dev & Work Day (no school for students)
April 15	No School
May 26	Last day of school for students
May 27	Teacher Record Day & Work Day (no school for students)
May 30	Memorial Day (offices closed until August 3)

165 Days Taught (students attend blue days)

plus 2 P/T Conference Days

167 Total Days Taught for ASR

plus 20 Professional/Dev & Work Days for teachers

Total working days for teachers

Days converted to hours:

128 917.33

37 209.67

plus 12 Hours of Conference Days (max. allowed)

plus 30 Hours of Professional Development (max. allowed)

1169.00

Meets 1080 hours requirement. Exceeds by 89 hours

green=teachers only
blue= teachers & students
Red= National Holiday
Yellow= NO SCHOOL
Bold Blue= Early Release Days
orange- P/T conference
purple= community engagement