



Meeting of the Board of Directors
Western Gateway Elementary School

Thursday, December 19, 2024
11:00 am

1300 SW 15th Street Oklahoma City, OK 73108
www.westerngateway.school

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

December 19, 2024, 11:00 AM
1300 SW 15th Street, Oklahoma City, OK 73108

Board members:

Blair Humphreys, Pete White, Ashley Terry, Edgar Medina

School Representatives:

Heather Zacarias, Head of School; Diana Bedwell; Minutes Clerk; Lauren Hanna, Legal Counsel

Access to the board agenda will be posted on the Western Gateway Website, <https://www.westerngateway.school> *Click on About Us, then click on Board of Directors, and scroll down to the 2024 WGES Board Calendar of scheduled meetings for the agenda. The board agenda is also posted on the front entry of the Western Gateway School site.

Official action can be taken only on items that 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. Head of School Update Heather Zacarias
 - a. Student Recruitment & Lottery Update
 - b. School Works Community Needs Assessment Update
 - c. Solar Project Update
 - d. Oklahoma SDE Accreditation 24-25 Compliance Review Report
 - e. NWEA & I-Station Academic Achievement Data Update

4. 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 November 12, 2024
 - b. Approval of 2025-11-123 through 2025-11-127 any changes to any prior existing purchase orders
 - c. Approval of November 2024 financial reports
5. Discussion, consideration, and possible action to approve the contract with Talk Path Live, an online counseling service, to fulfill WGES Individualized Education Plans (IEP) counseling services during a leave of absence for the WGES school counselor.
6. Discussion and consideration of postponing approval of the Participation Agreement between OSDE, PCG, and Western Gateway School District for Medicaid billing under the School-Based Health Services Program, pending audit completion in January 2025.
7. Discussion, consideration, and possible action to approve the 2024-25 Annual Budget in accordance with the requirements of the Statewide Charter School Board Contract for Charter School Sponsorship.
8. Discussion, consideration, and possible action to approve a Resolution of the Board of Directors for Western Gateway Elementary School to establish a designated board seat to be filled by a parent, grandparent, or legal guardian of a current or former Western Gateway Elementary School student in accordance with the requirements of the Statewide Charter School Board Contract for Charter School Sponsorship.

9. Discussion, consideration, and possible action to approve the Western Gateway Elementary School Communications Policy.
10. Discussion, consideration, and possible action to approve the nomination of Joe Fairbanks as a member of the Board of Directors with a term to begin January 1, 2025.
11. Comments by board members and/or public comments.
12. New business
13. Adjourn

Western Gateway Elementary

December 19, 2024
Head of School Update

Student Recruitment- Google Campaign

November Details: Google Ads Performance



KEY METRICS

15,205 Ad Impressions	30 Clicks on Ads	4.70% Click-through Rate (CTR)	7 Clicks to Interest Form
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Perspective and Analysis

- Google Paid Search efforts launched on Nov. 25 and will run through the end of February.
- Out of 30 clicks from ads to WGES website, 7 potential parents clicked to the interest form.
 - This is a 23% "conversion rate" of users engaging with ads and then engaging with the interest form, which is very strong!
- The top traffic-driving search term was "charter schools near me" followed by "elementary charter schools OKC."
- The campaign's average click-through-rate of 4.70% is better than the education industry average of 3.78%.
 - This indicates our ads are out-performing competitors in the same industry.
- The top-performing ad copy features "Top OKC Charter School" messaging.

Student Recruitment

- ➔ 4th grade Parent Meeting & Survey Data
 - ◆ 24/31 families indicated an intent to enroll for 5th grade in 25-26 school year on the enrollment survey.
 - ◆ 23 families attended the 4th grade family meeting that highlighted the benefits of a long-term commitment to dual language learning.
- ➔ English Language Adult Classes at NW Baptist Church
 - ◆ Presented bilingual flyers about the lottery and school tours
 - ◆ Informed over 100 participants about our school
- ➔ School Tours for Prospective Families
 - ◆ December 14 10:00-11:00 AM
 - ◆ January 11 10:00-11:00 AM
- ➔ Social Media Posts
 - ◆ Instagram
 - ◆ Facebook
 - ◆ School Website Pop-Up

School Works- Community Needs Assessment

KICK-OFF: Work began on October 28th with development of a project plan, outlining steps to be taken through February.

Gathering evidence of local community support, including information that demonstrates interest in, and need for our charter school; benefits to the community; and other evidence of demand that demonstrates a strong likelihood WGES will achieve and maintain its enrollment projections.

- **Collecting petition signatures:** We are collecting signatures at upcoming community events to demonstrate strong demand and support for growth. 67 signatures from parents and community members affirming support for the school's growth have been collected thus far.
- **Requesting letters of support:** Diverse stakeholders asked to provide a letter of support.
- **Hosting town hall meetings and school tours:** To share information about the school, gather input and evidence of support. Held on site and at South OKC Chamber, Mexican Consulate, Empower OKC and UCO Para Pipeline Class. First town hall is January 14.

Gathering information to explain how Western Gateway **supports and reflects the needs of the community.**

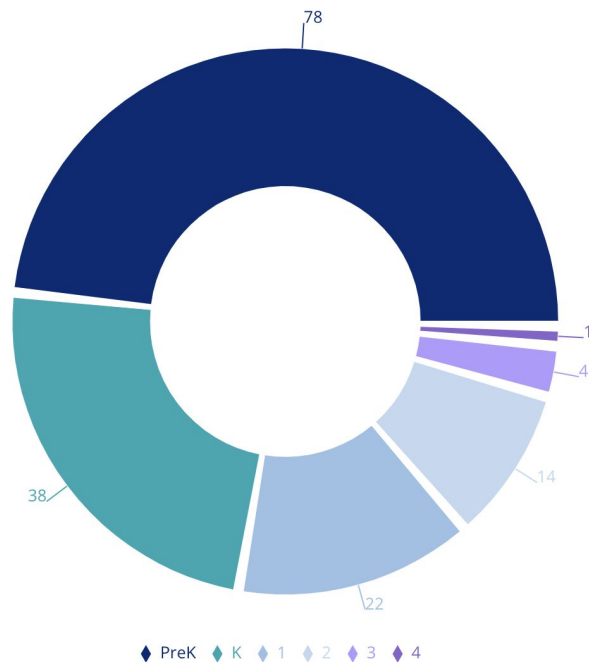
- **Hosting focus groups (3):** Share expansion plans, gather questions, collect contact information, and identify community strengths, barriers, and support. Participants may include teachers, staff, board members, families, and local community members. Input from diverse stakeholders is essential to understand community needs and perspectives.

Sharing information about the school with the community.

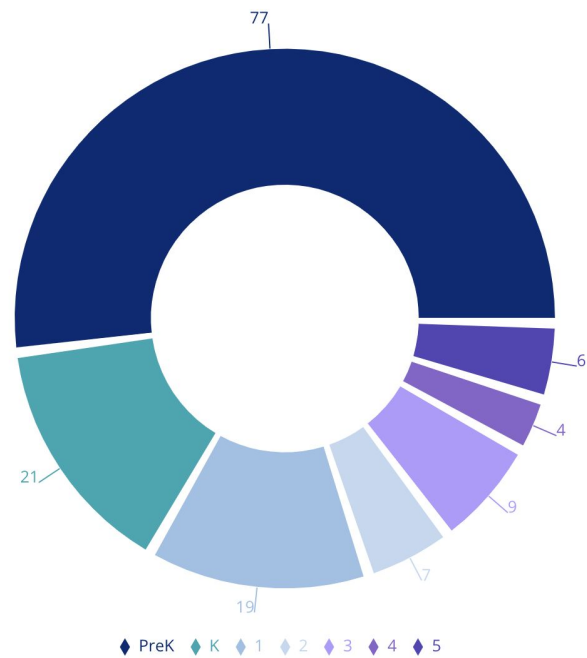
- **Distributing flyers throughout community:** To gather support, build excitement, invite community to learn more, and recruit eligible students. Approximately 40 flyers have been posted in businesses along SW 25th & SW 29 and shared at the Adult ESL classes at NW Baptist Church and Mexican Consulate.

Lottery Update & Comparison 24-25 to 25-26

Applications by Grade



Applications by Grade



Bilingualism and Biliteracy Parent Workshop

Parents attended a workshop focused on the meaning of bilingualism and biliteracy for elementary children, learning fun and easy ways to support their children's bilingual development at home. The workshop had 14 participants! Childcare and dinner was provided.



Solar Project Update

The solar panel installation at our school is complete, with all modules in place. The team is now focusing on wire management and expects to finish the installation by the week of December 16. Once completed, a system dashboard will be available for viewing on any compatible device, including computers, TVs, and tablets.



Oklahoma SDE Accreditation 24-25

WGES Has Met All Accreditation Requirements for the 2024-2025 School Year

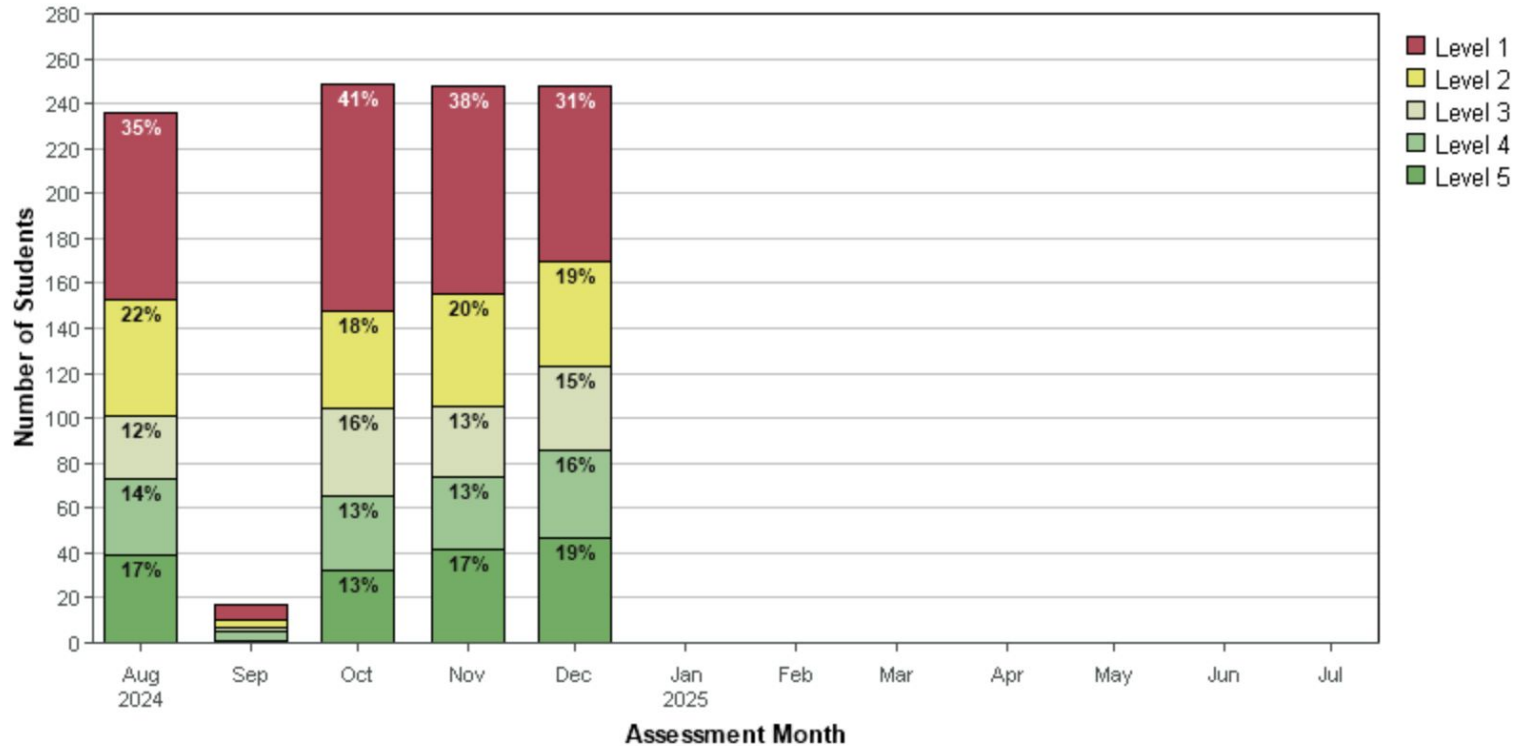
- RAO Visit Date: October 10, 2024
- Outcome Report Received: November 2024
- Accreditation Status: Met All Requirements
- No Deficiencies Reported
- Outcome report attached in the board packet

2024-2025 MOY Academic Data

ISIP™ Reading results for Western Gateway Elementary School (District)

School Year 2024/2025

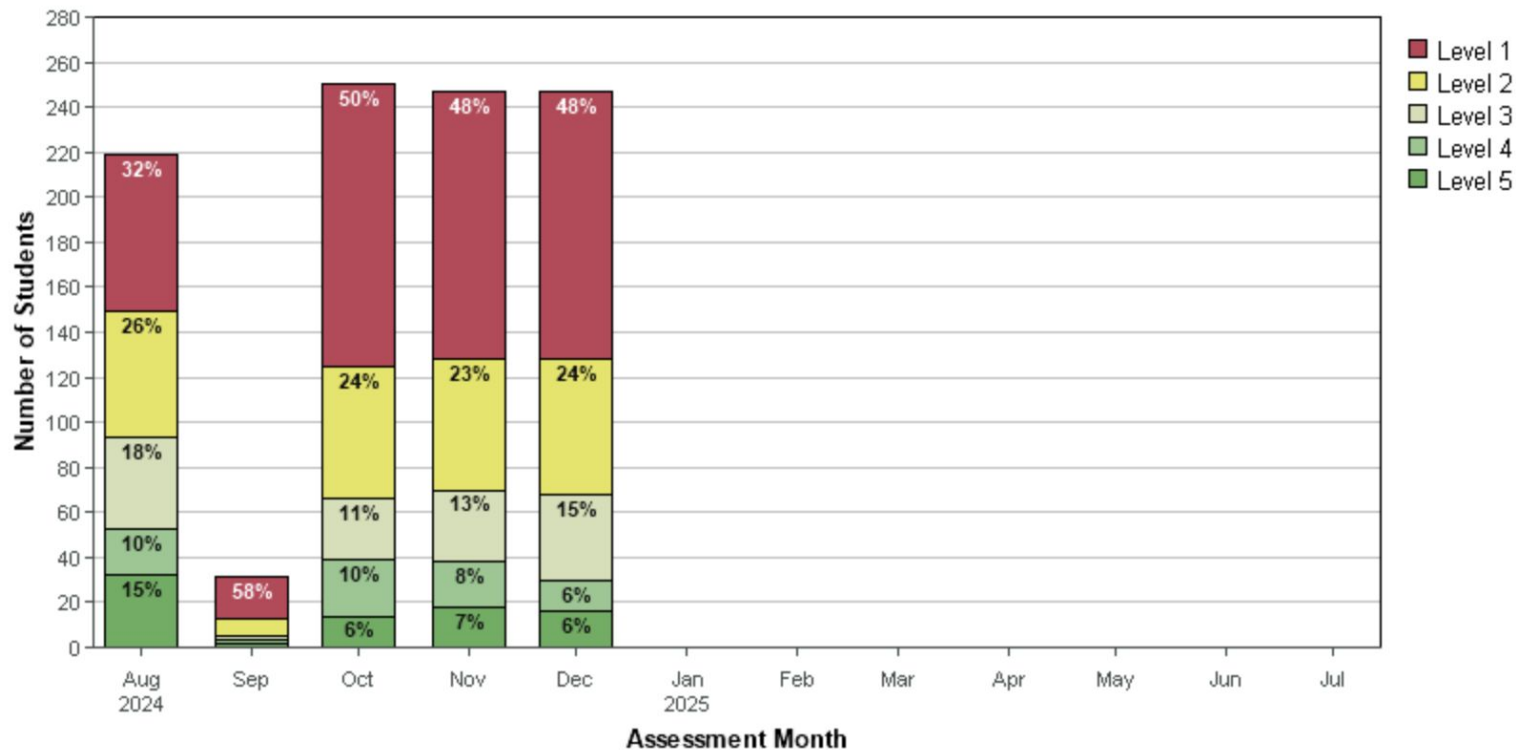
All Grades - Overall Reading



ISIP™ Español results for Western Gateway Elementary School (District)

School Year 2024/2025

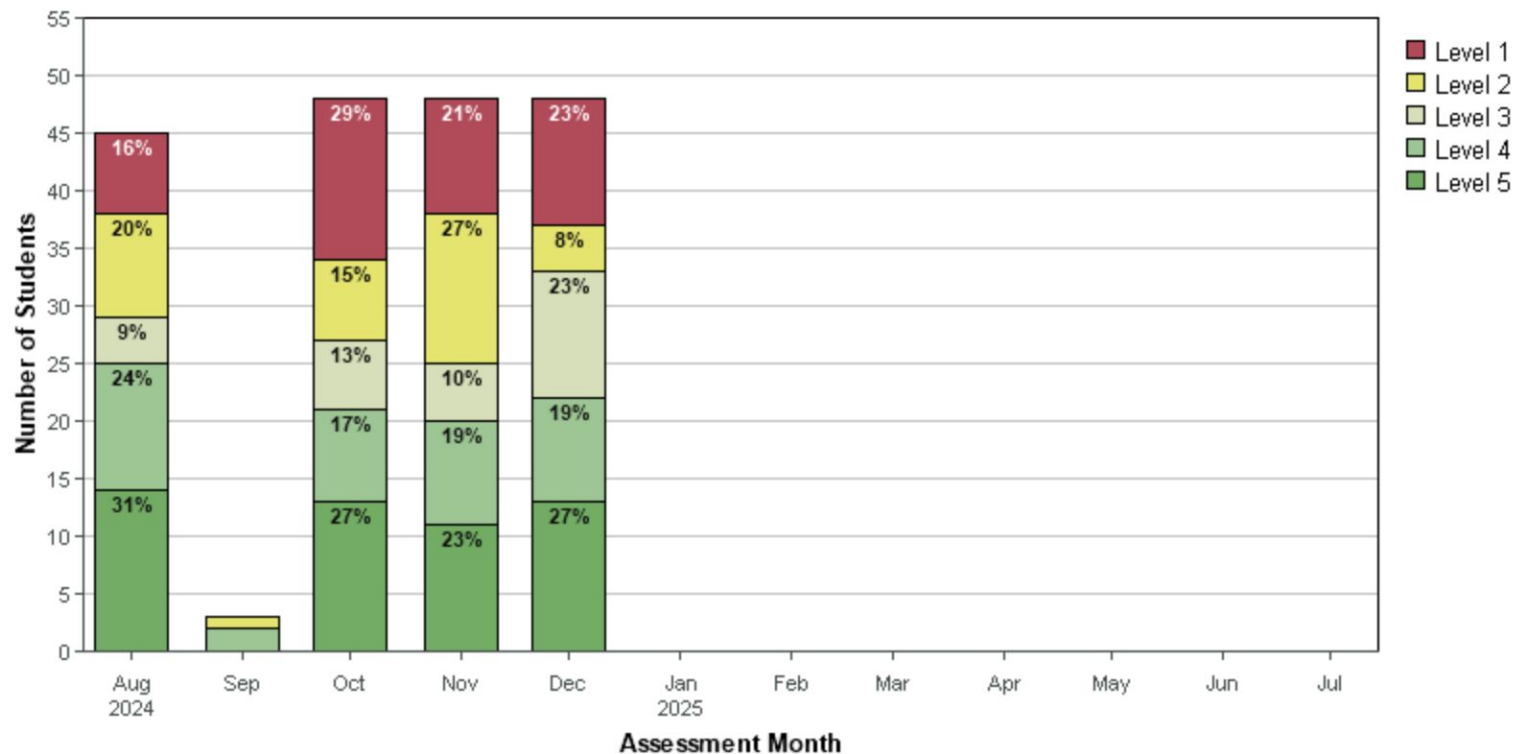
All Grades - Overall Reading



ISIP™ Early Reading results for Western Gateway Elementary School (District)

School Year 2024/2025

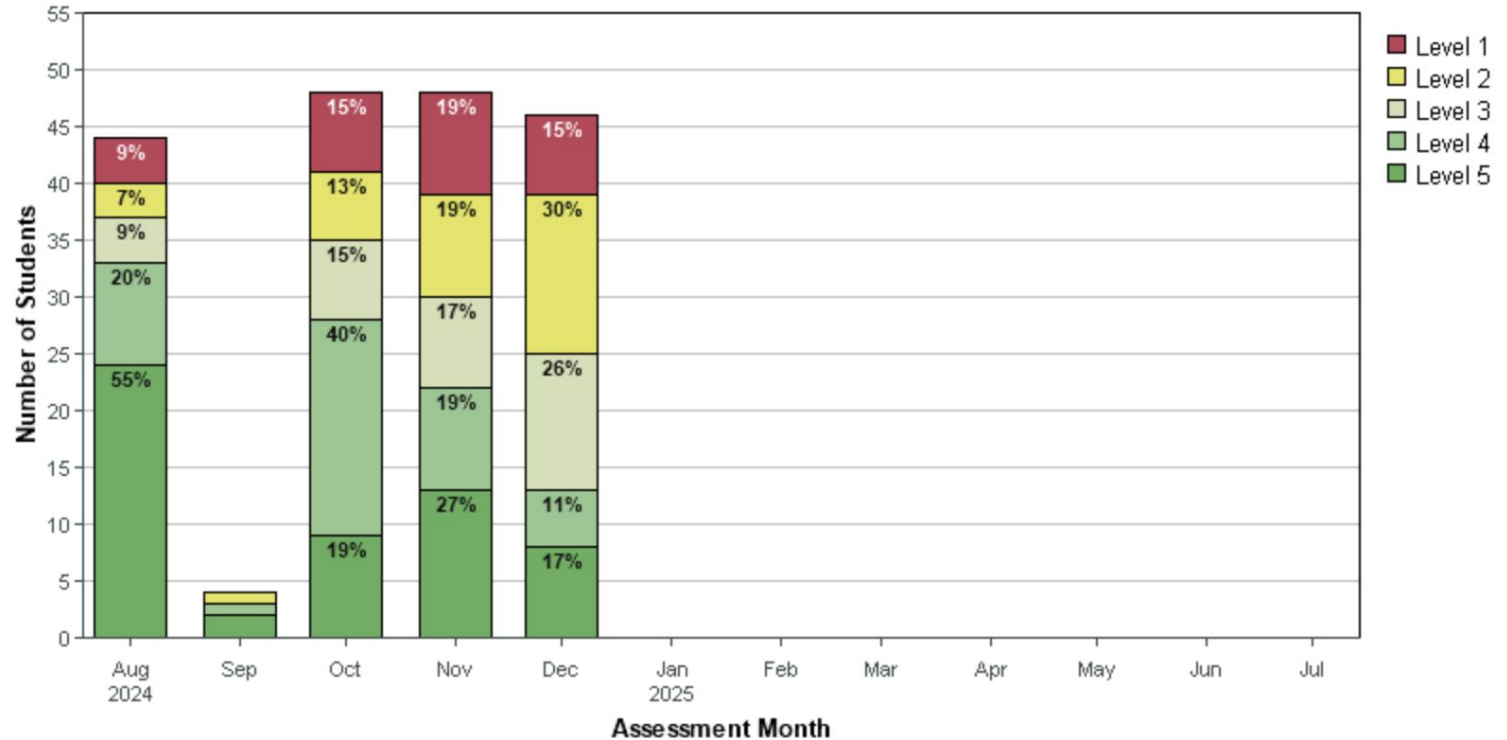
Kindergarten - Overall Reading



ISIP™ Lectura Temprana results for Western Gateway Elementary School (District)

School Year 2024/2025

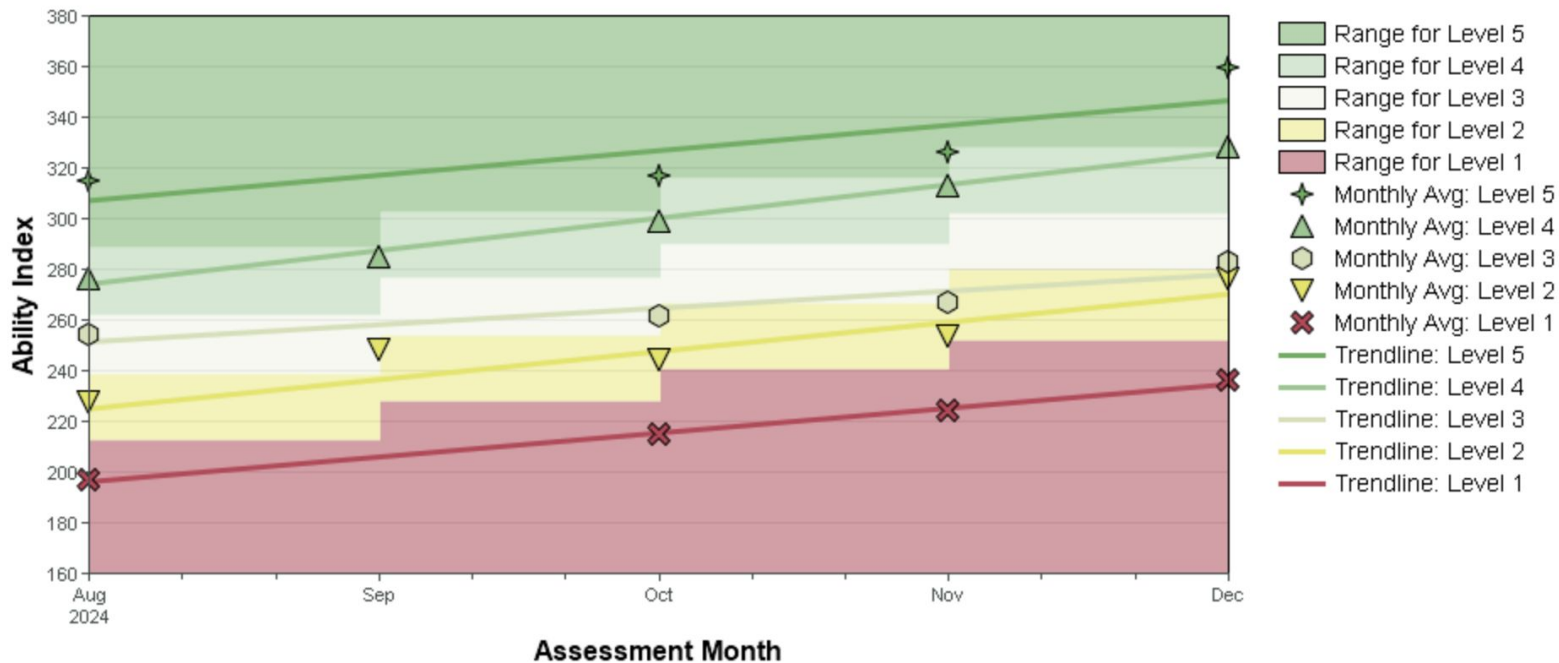
Kindergarten - Overall Reading



ISIP™ Early Reading results for Western Gateway Elementary School (District)

School Year 2024/2025

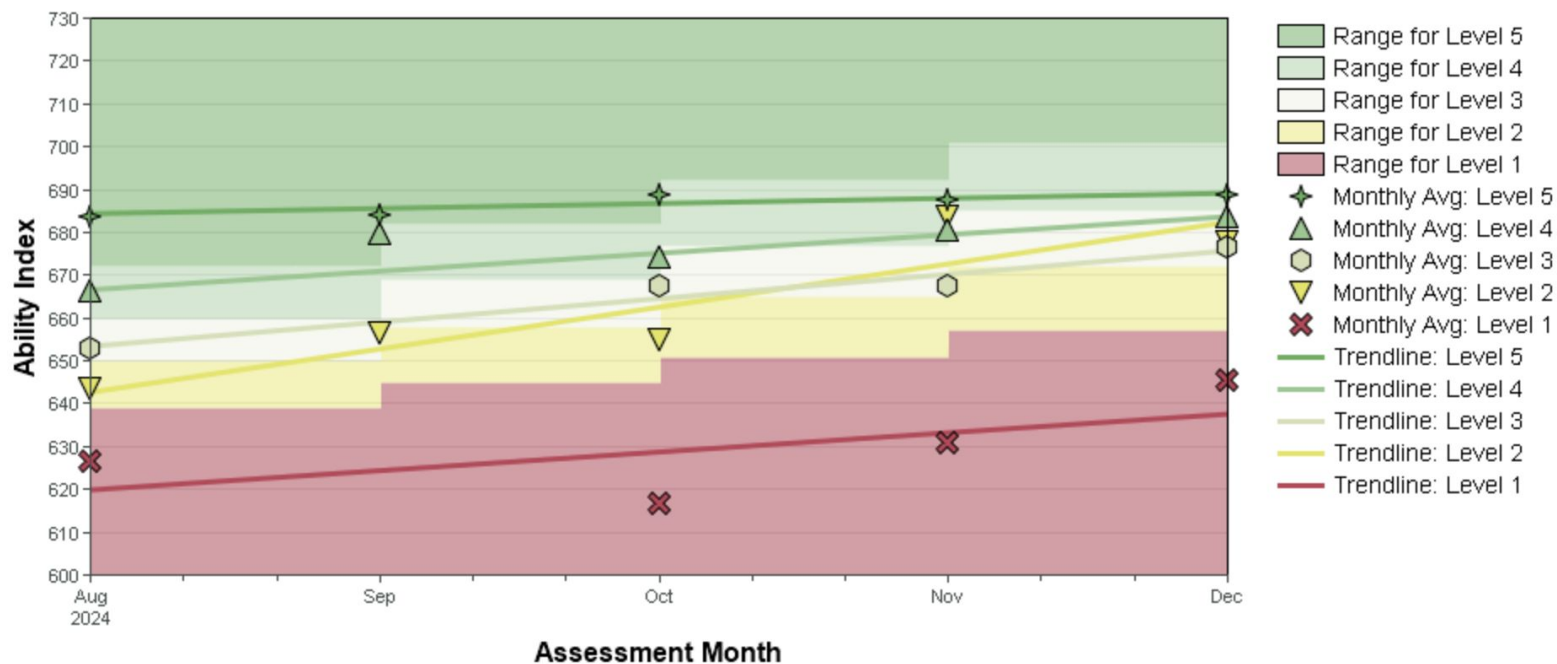
Kindergarten - Overall Reading



ISIP™ Lectura Temprana results for Western Gateway Elementary School (District)

School Year 2024/2025

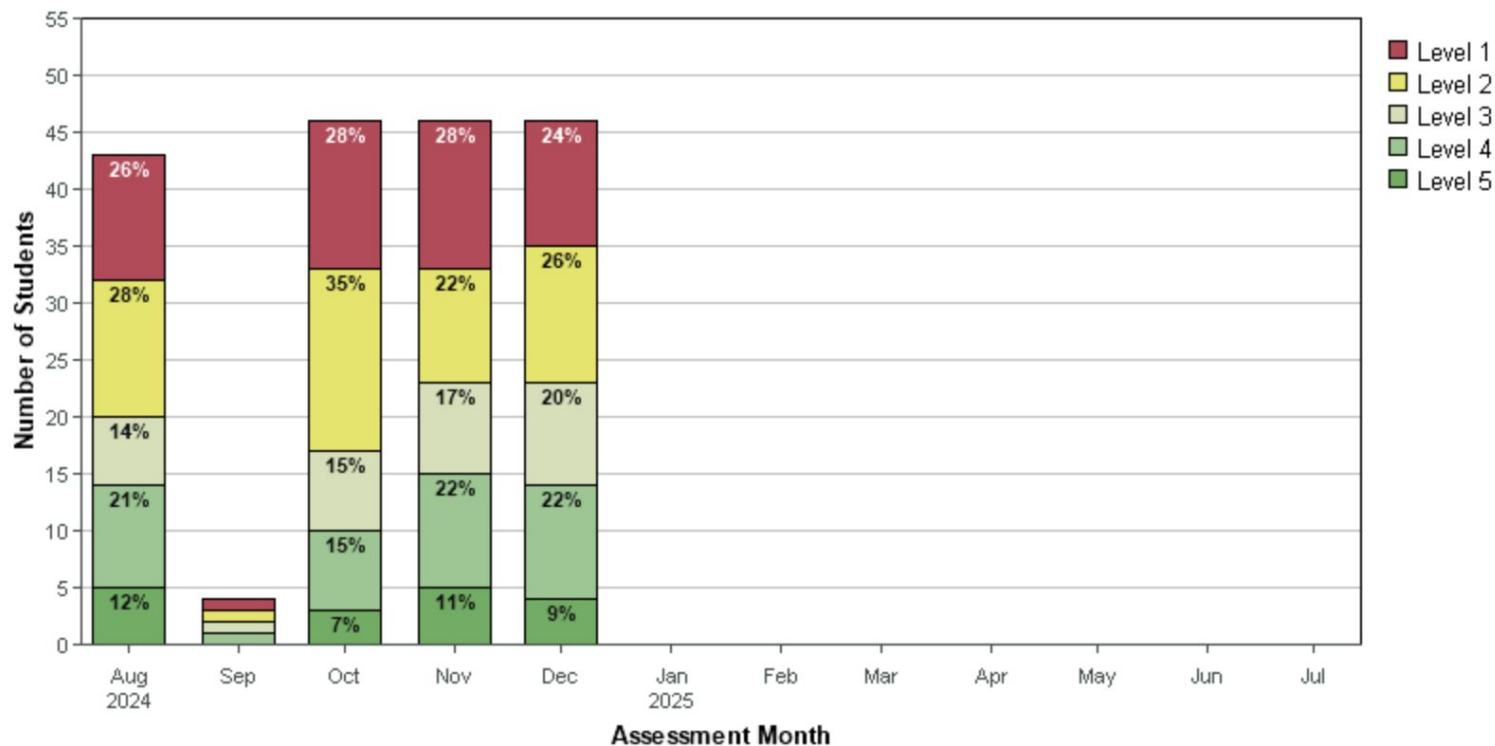
Kindergarten - Overall Reading



ISIP™ Early Reading results for Western Gateway Elementary School (District)

School Year 2024/2025

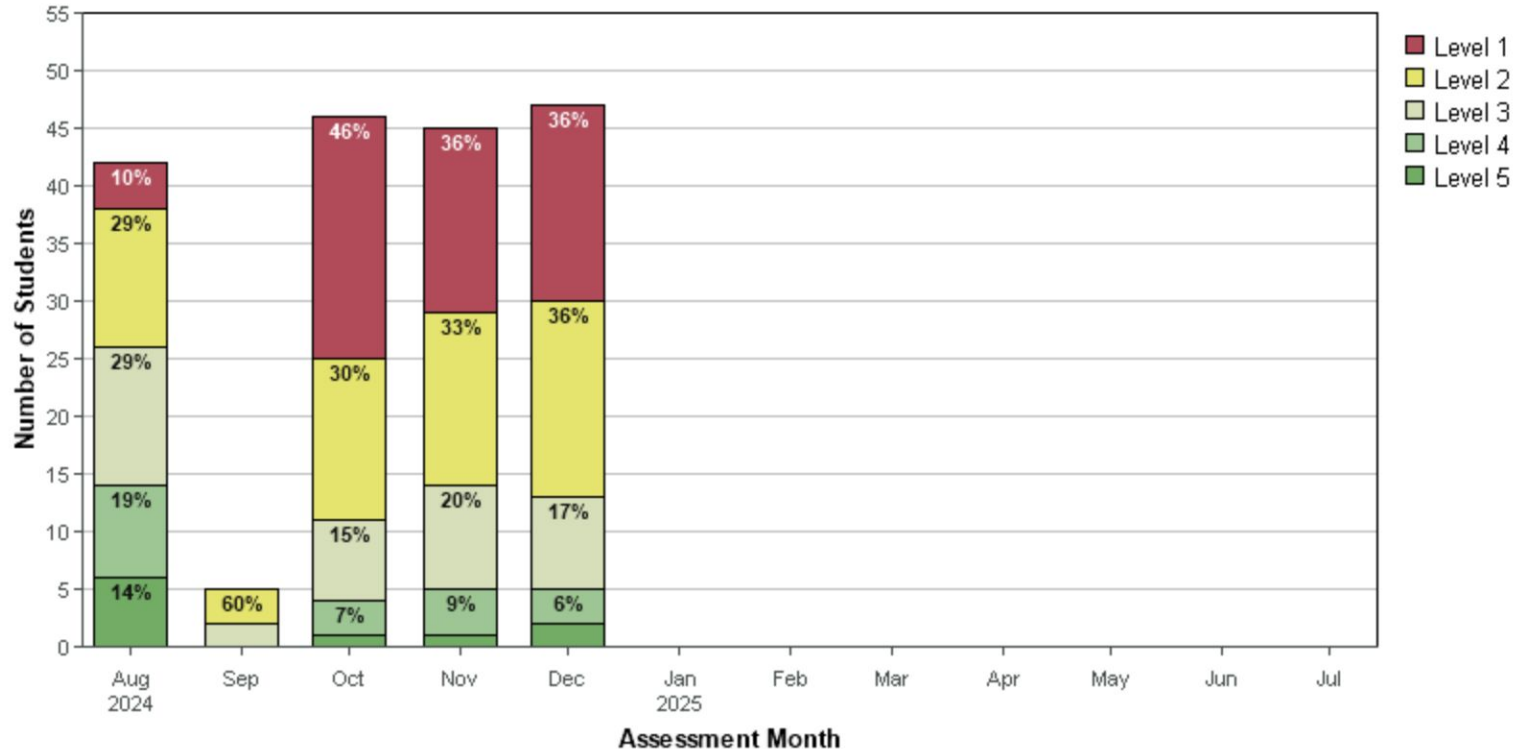
1st Grade - Overall Reading



ISIP™ Lectura Temprana results for Western Gateway Elementary School (District)

School Year 2024/2025

1st Grade - Overall Reading



ISIP™ Early Reading results for Western Gateway Elementary School (District)

School Year 2024/2025

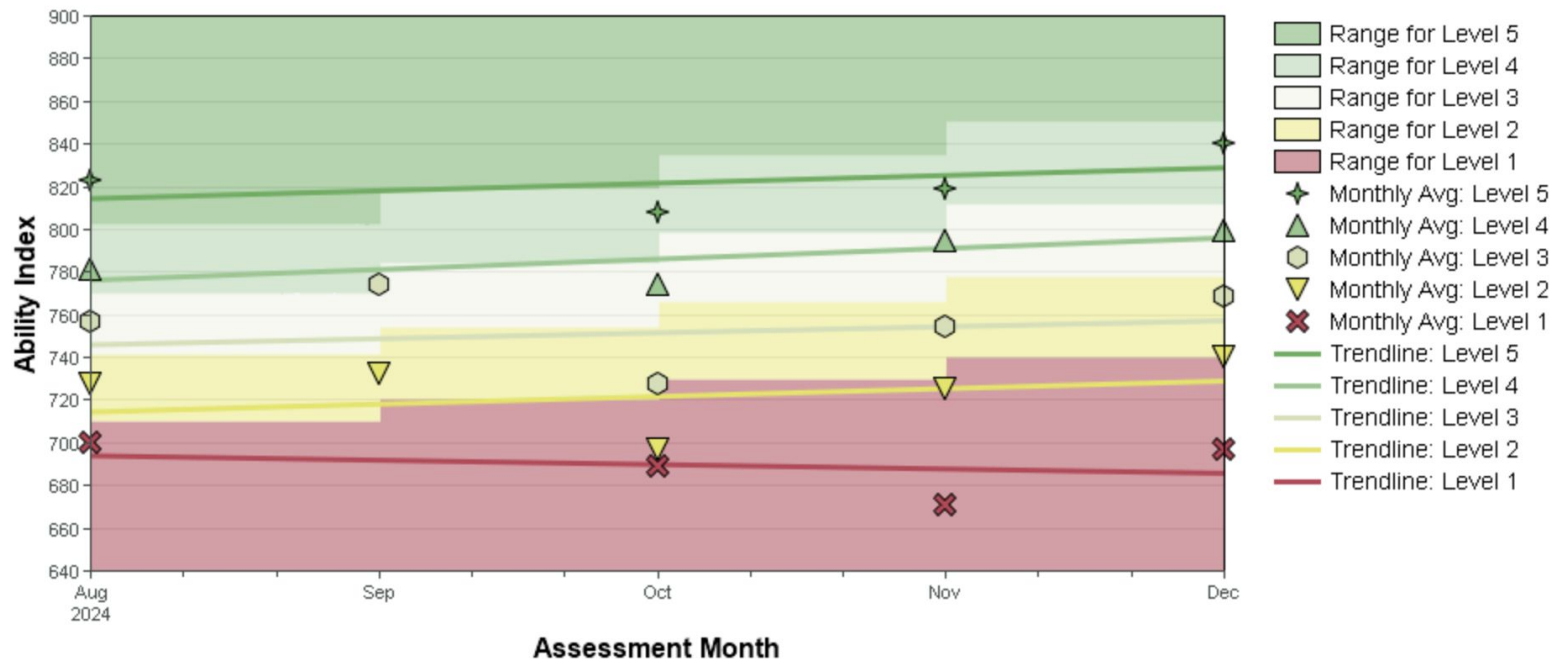
1st Grade - Overall Reading



ISIP™ Lectura Temprana results for Western Gateway Elementary School (District)

School Year 2024/2025

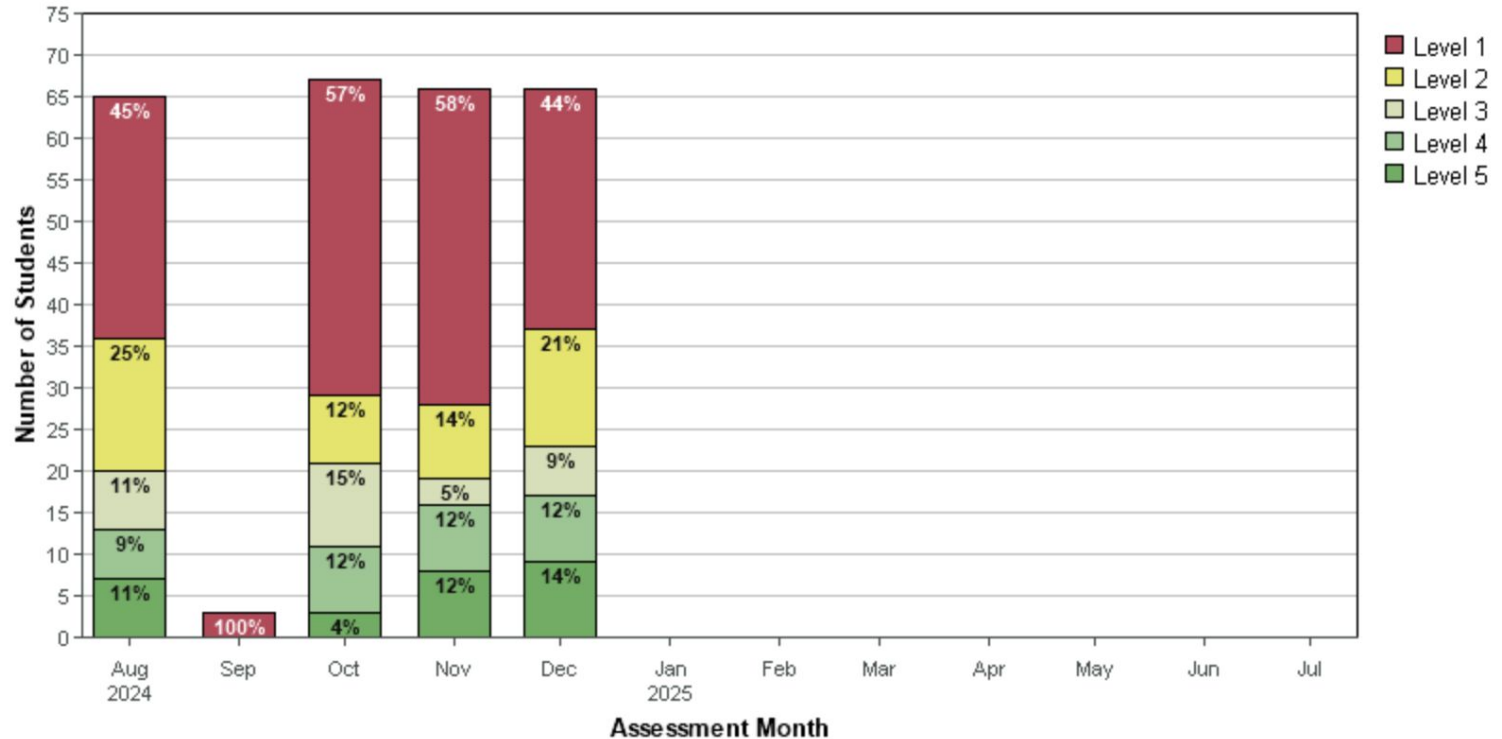
1st Grade - Overall Reading



ISIP™ Early Reading results for Western Gateway Elementary School (District)

School Year 2024/2025

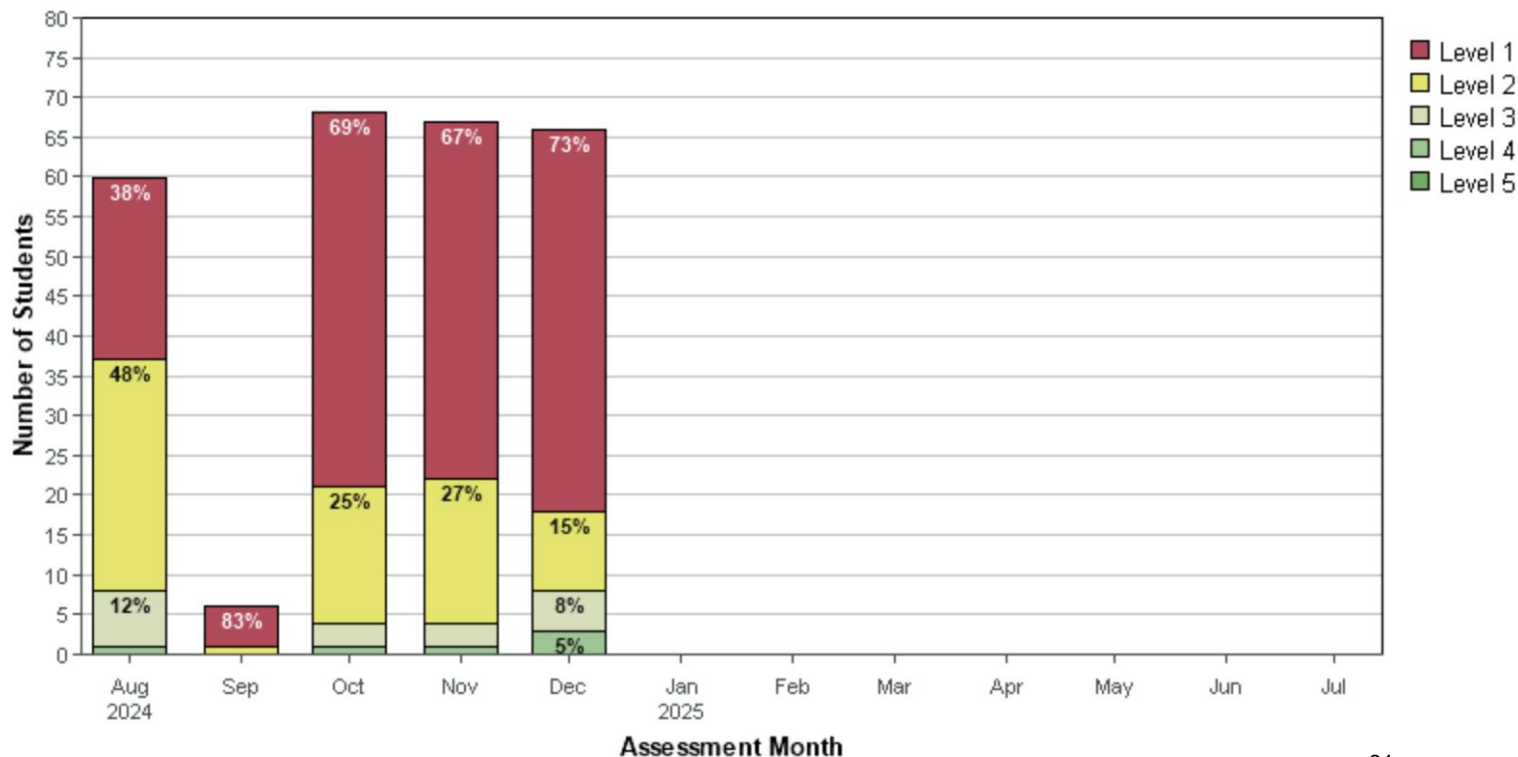
2nd Grade - Overall Reading



ISIP™ Lectura Temprana results for Western Gateway Elementary School (District)

School Year 2024/2025

2nd Grade - Overall Reading



ISIP™ Early Reading results for Western Gateway Elementary School (District)

School Year 2024/2025

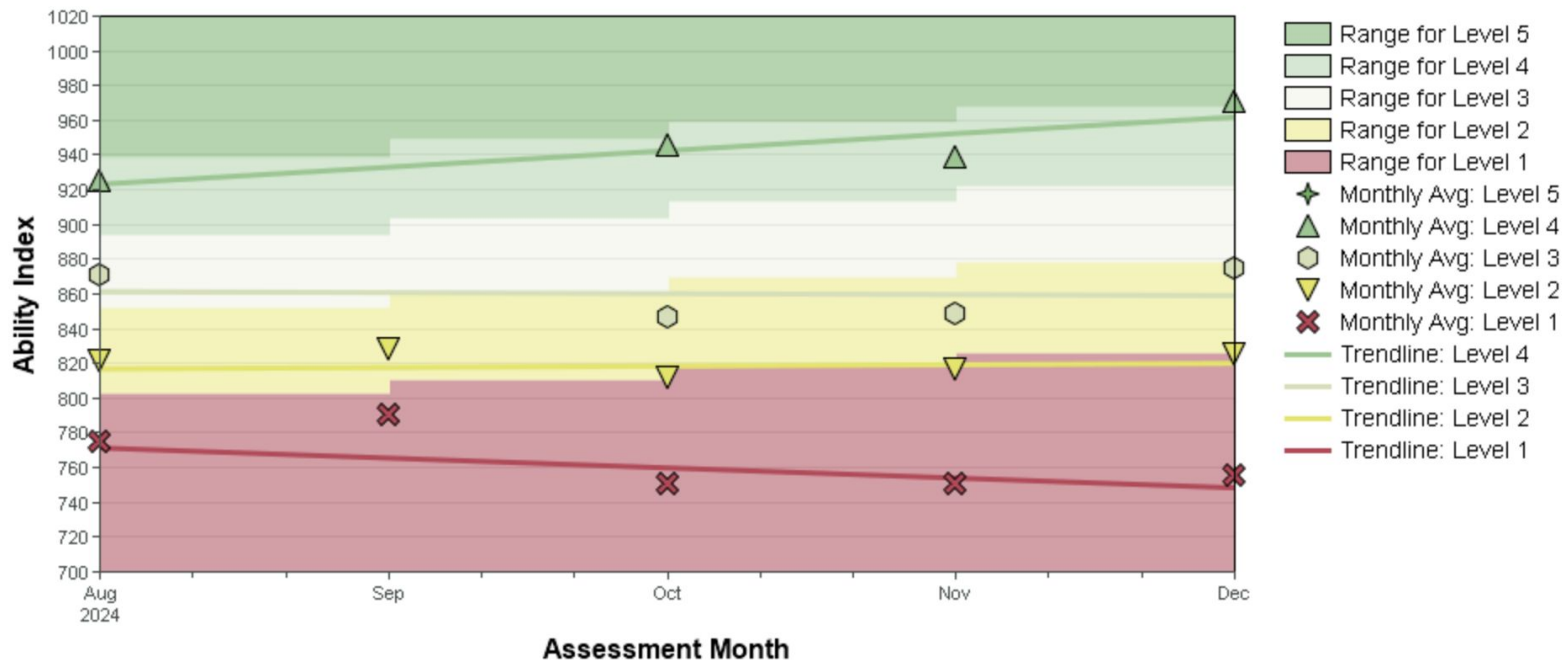
2nd Grade - Overall Reading



ISIP™ Lectura Temprana results for Western Gateway Elementary School (District)

School Year 2024/2025

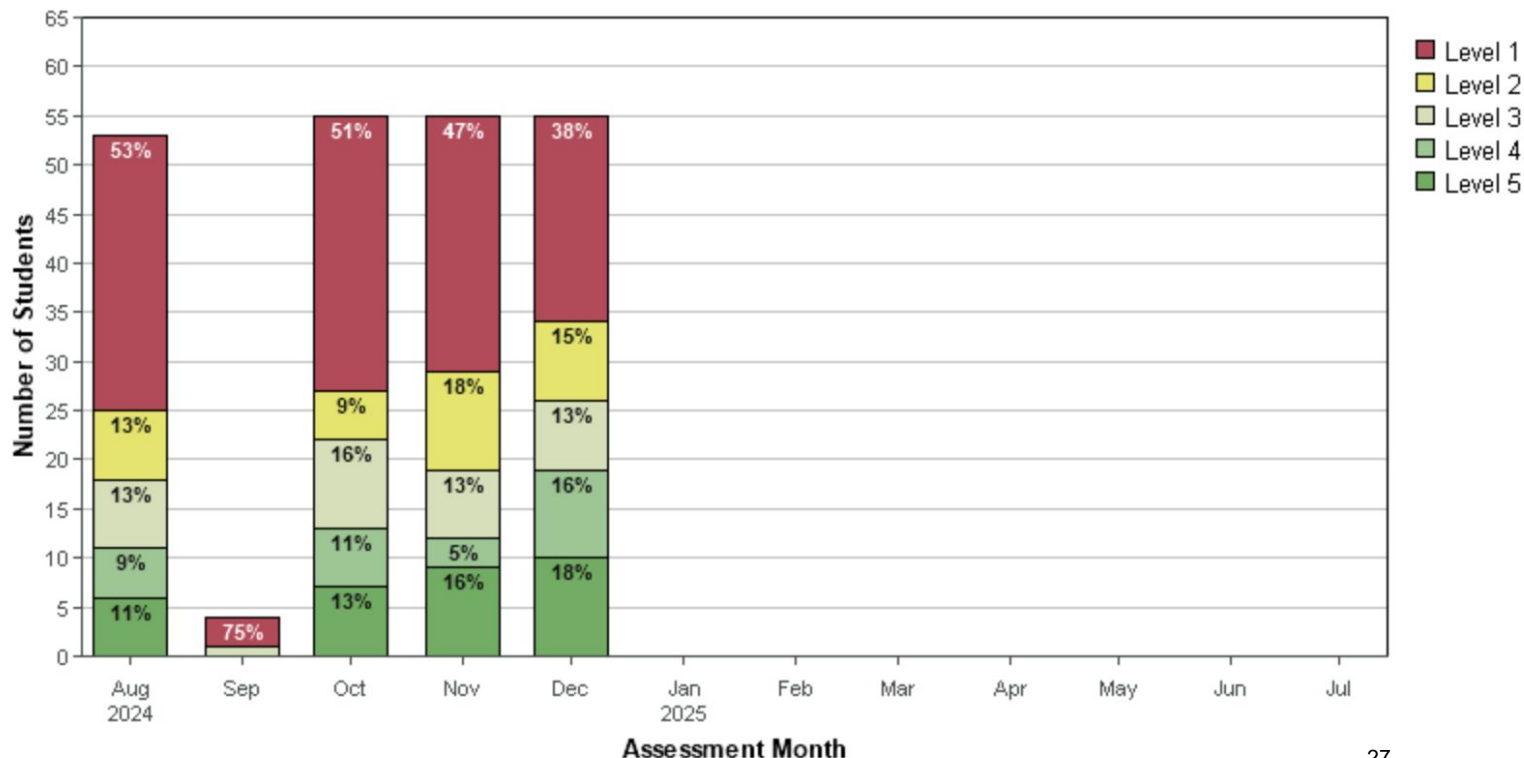
2nd Grade - Overall Reading



ISIP™ Early Reading results for Western Gateway Elementary School (District)

School Year 2024/2025

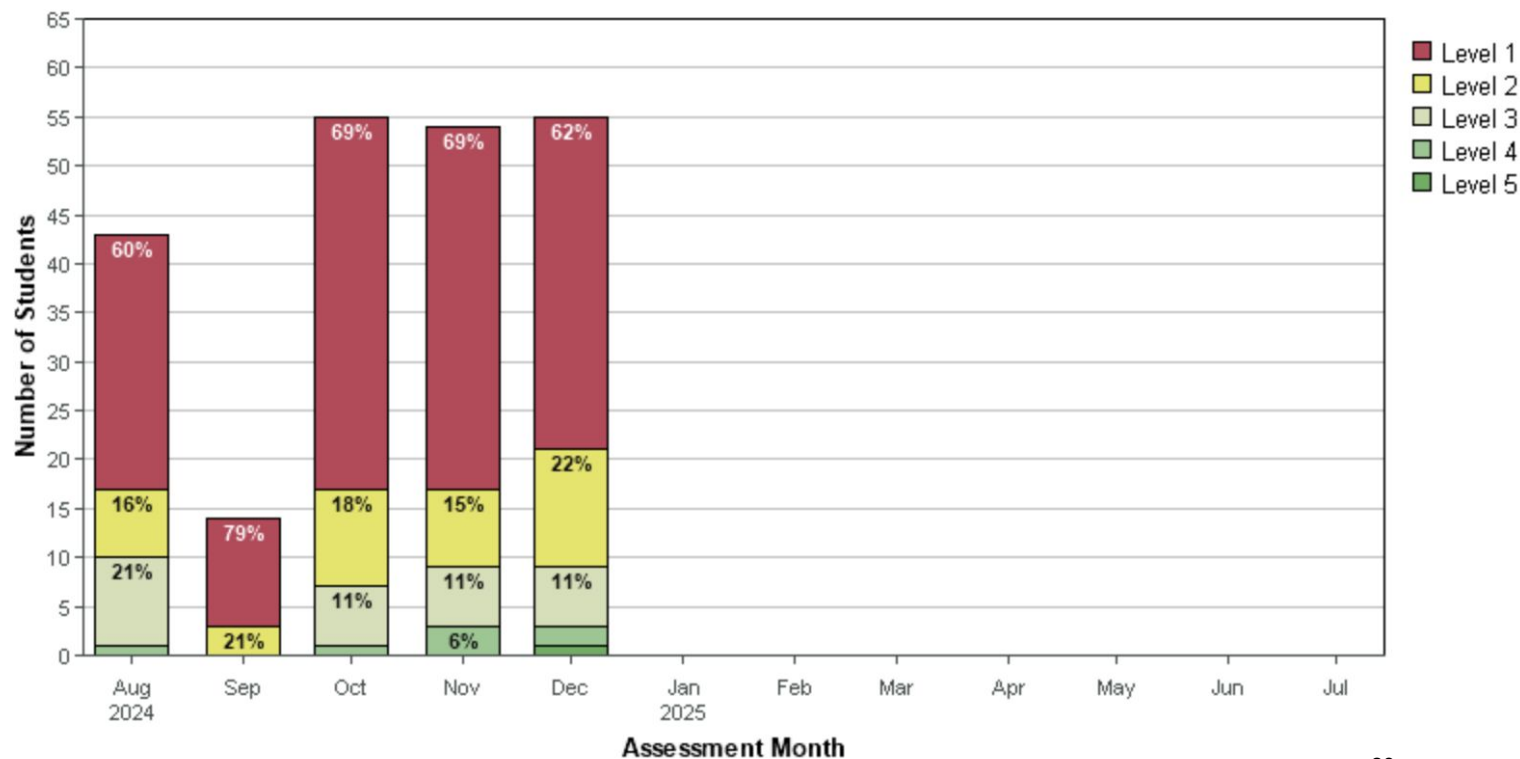
3rd Grade - Overall Reading



ISIP™ Lectura Temprana results for Western Gateway Elementary School (District)

School Year 2024/2025

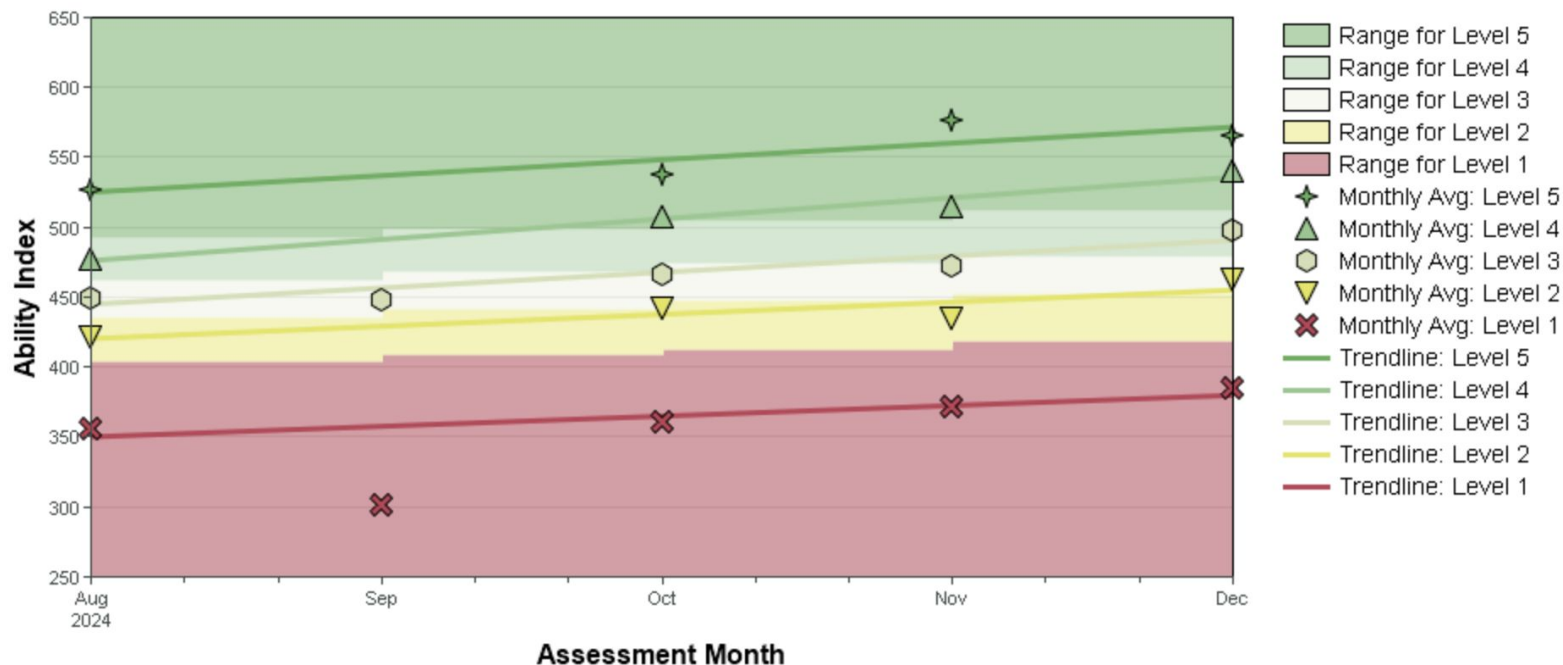
3rd Grade - Overall Reading



ISIP™ Early Reading results for Western Gateway Elementary School (District)

School Year 2024/2025

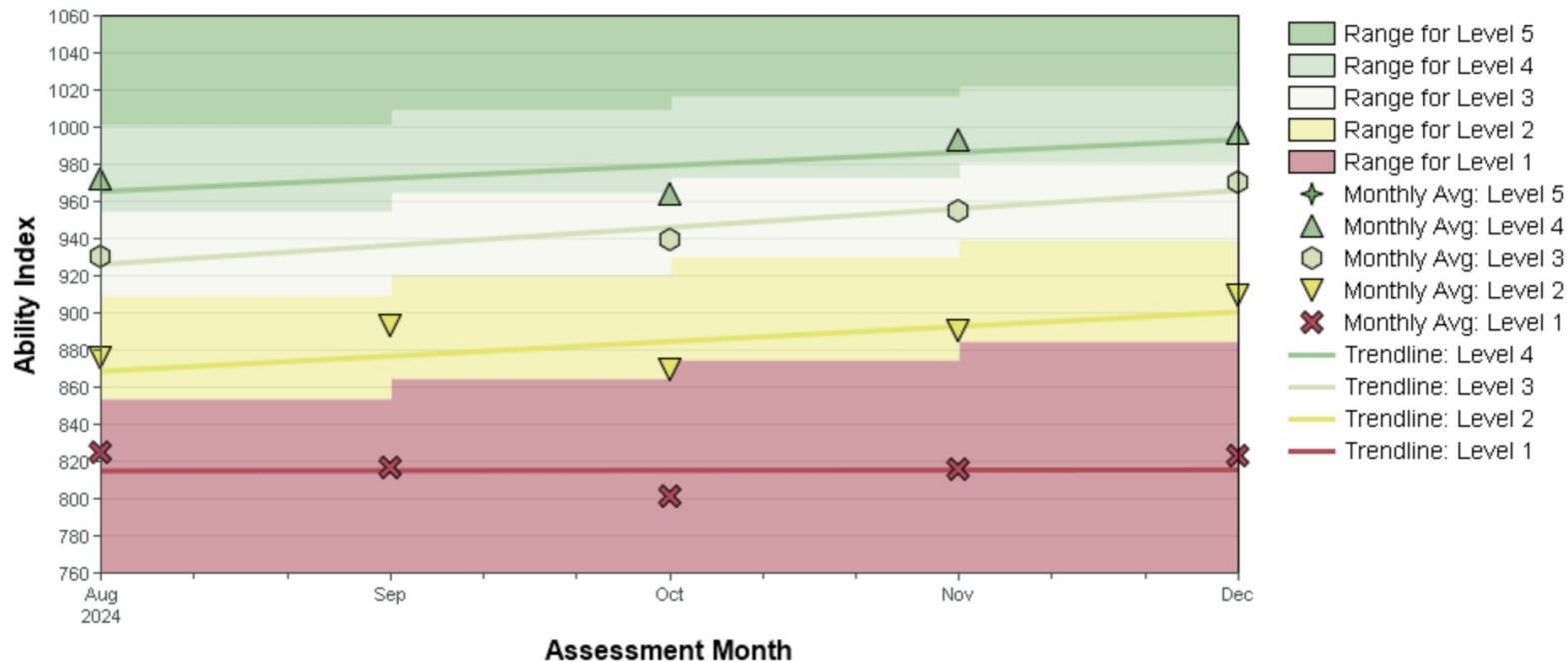
3rd Grade - Overall Reading



ISIP™ Lectura Temprana results for Western Gateway Elementary School (District)

School Year 2024/2025

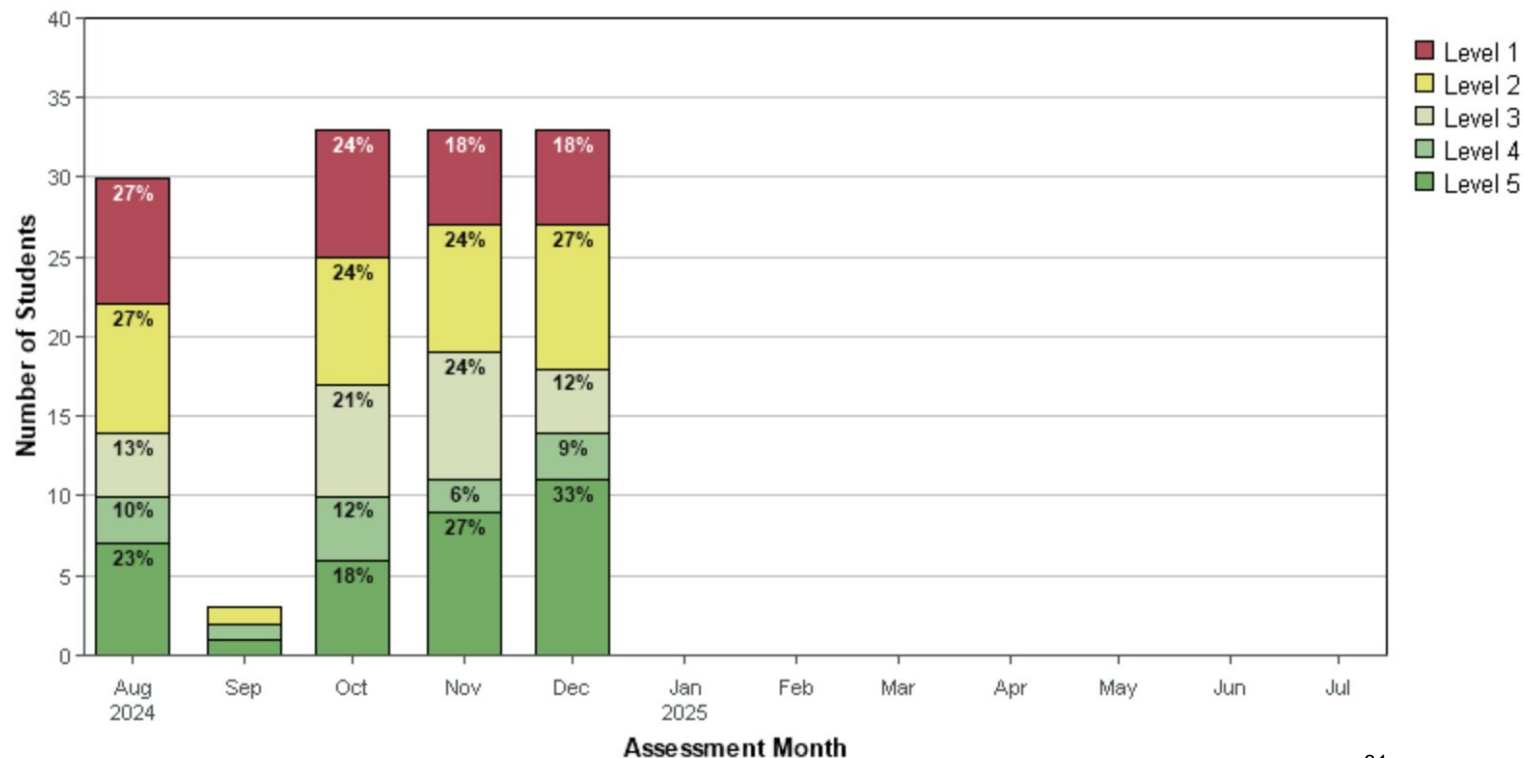
3rd Grade - Overall Reading



ISIP™ Advanced Reading results for Western Gateway Elementary School (District)

School Year 2024/2025

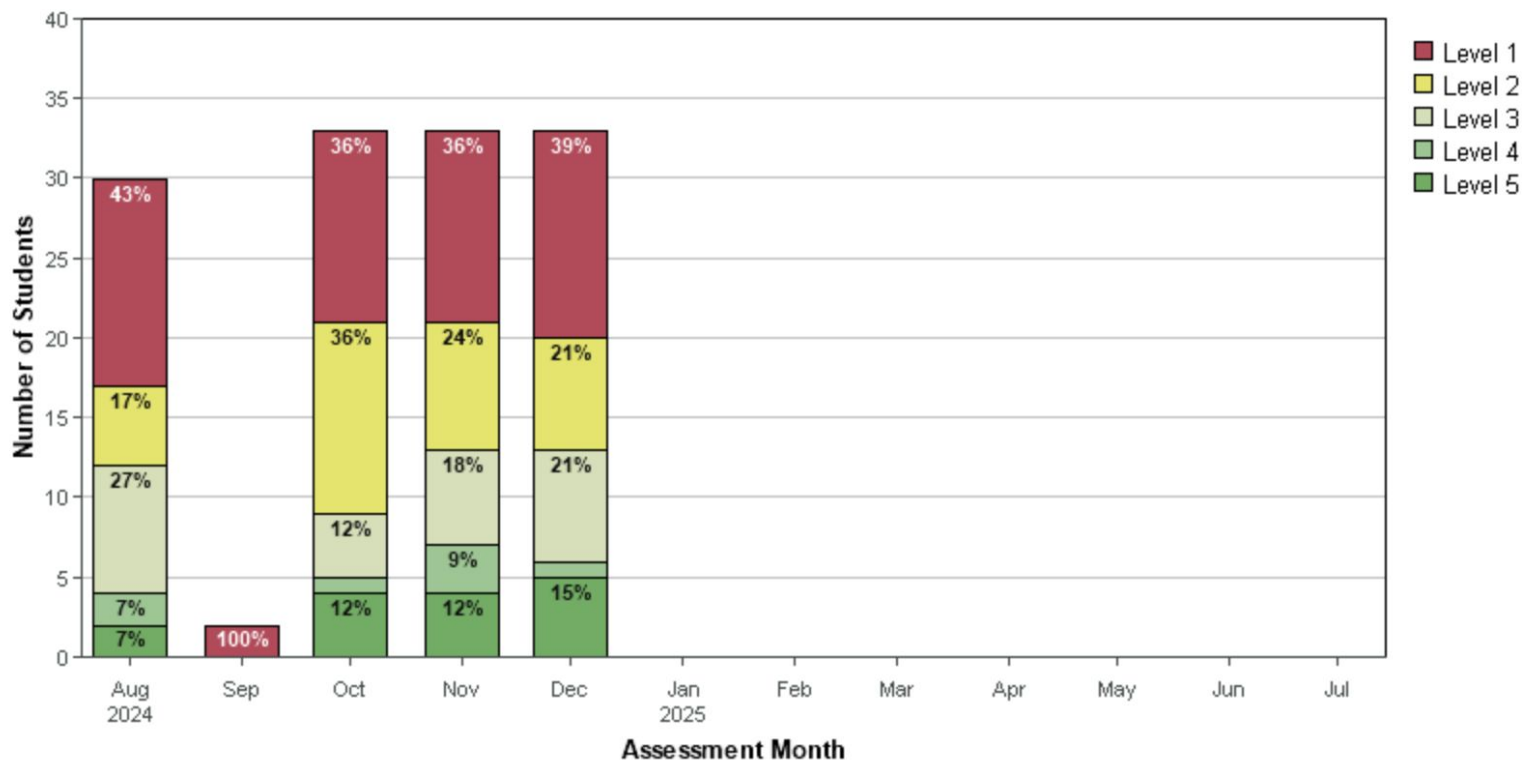
4th Grade - Overall Reading



ISIP™ Lectura Avanzada results for Western Gateway Elementary School (District)

School Year 2024/2025

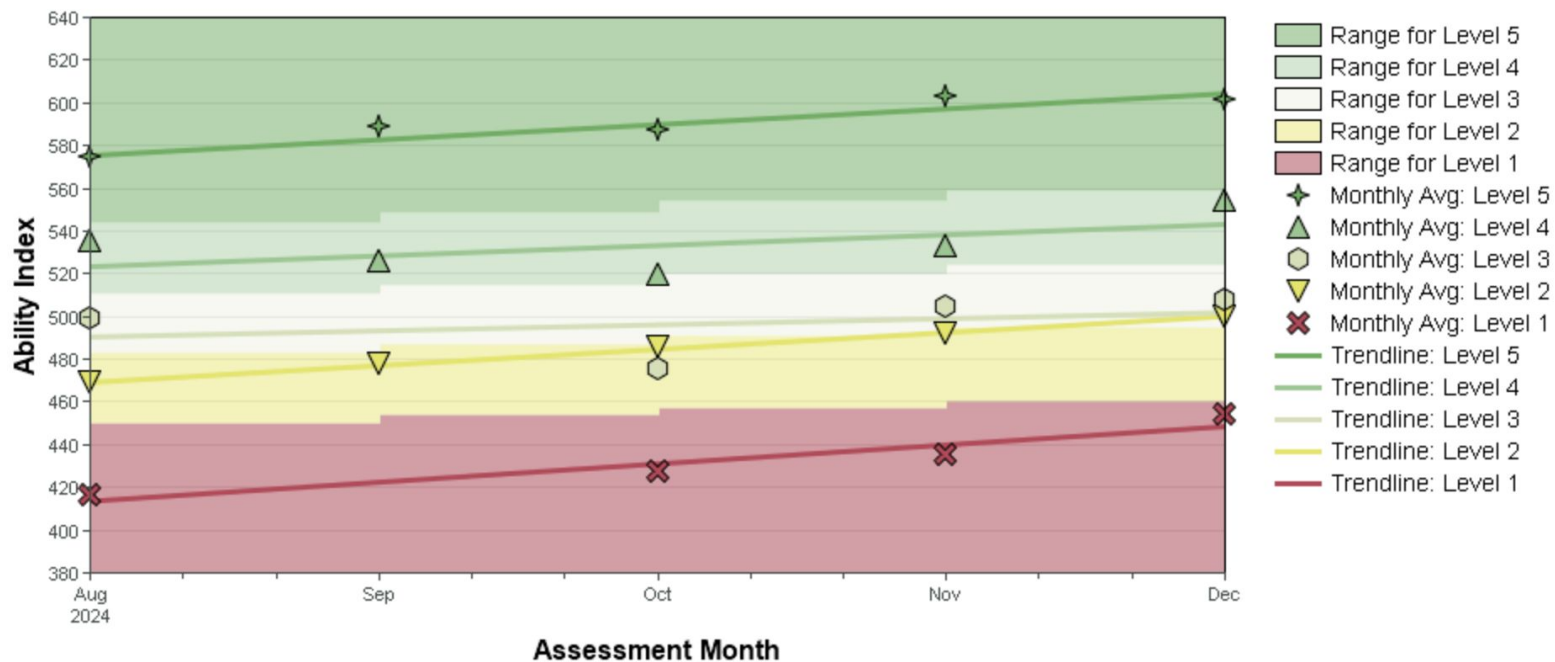
4th Grade - Overall Reading



ISIP™ Advanced Reading results for Western Gateway Elementary School (District)

School Year 2024/2025

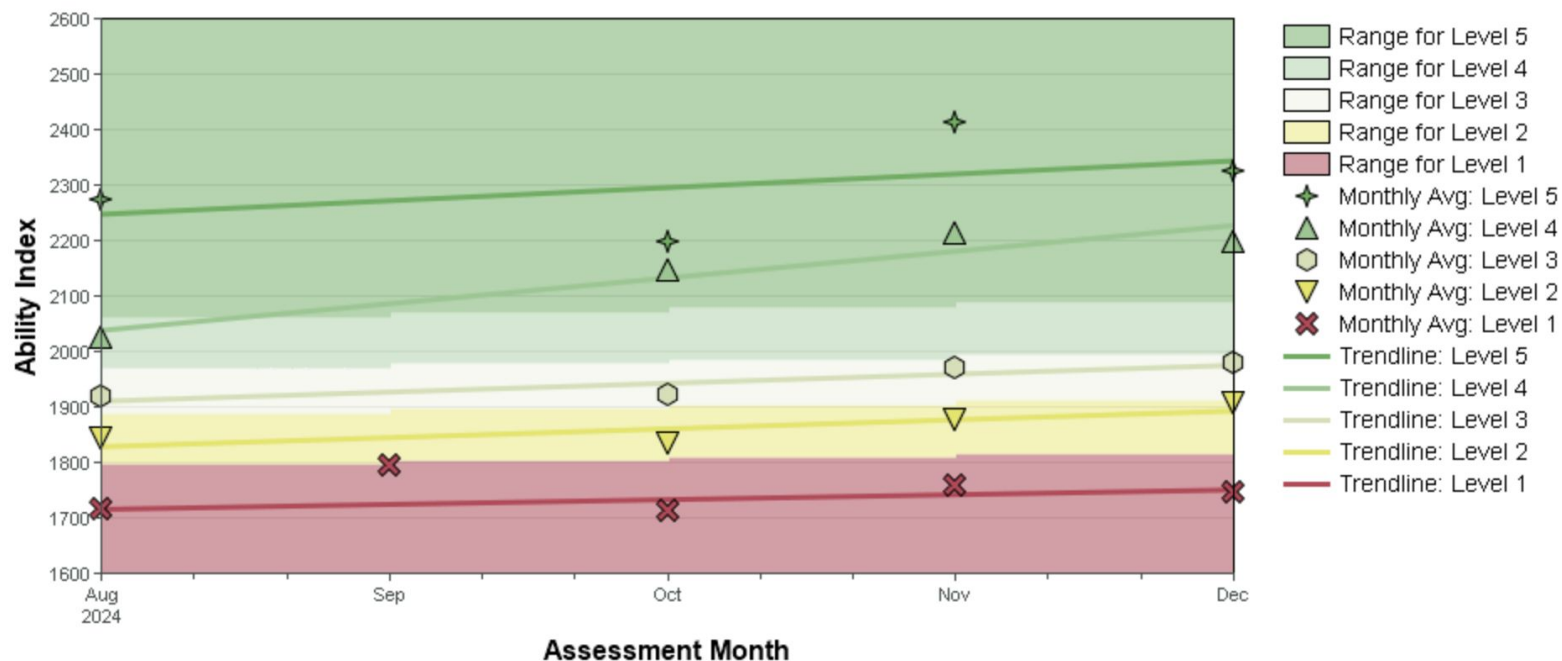
4th Grade - Overall Reading



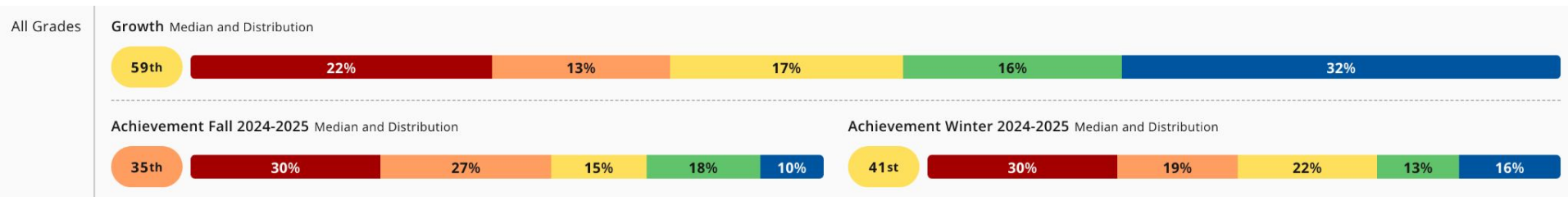
ISIP™ Lectura Avanzada results for Western Gateway Elementary School (District)

School Year 2024/2025

4th Grade - Overall Reading



NWEA Math Overall Growth & Achievement Fall to Winter 2024-25



NWEA Math K-2nd Growth & Achievement

K

Growth Median and Distribution



Achievement Fall 2024-2025 Median and Distribution



Achievement Winter 2024-2025 Median and Distribution



Grade 1

Growth Median and Distribution



Achievement Fall 2024-2025 Median and Distribution

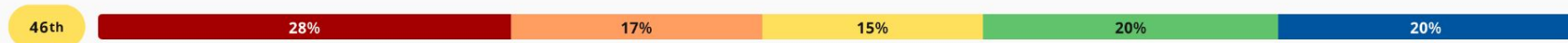


Achievement Winter 2024-2025 Median and Distribution



Grade 2

Growth Median and Distribution



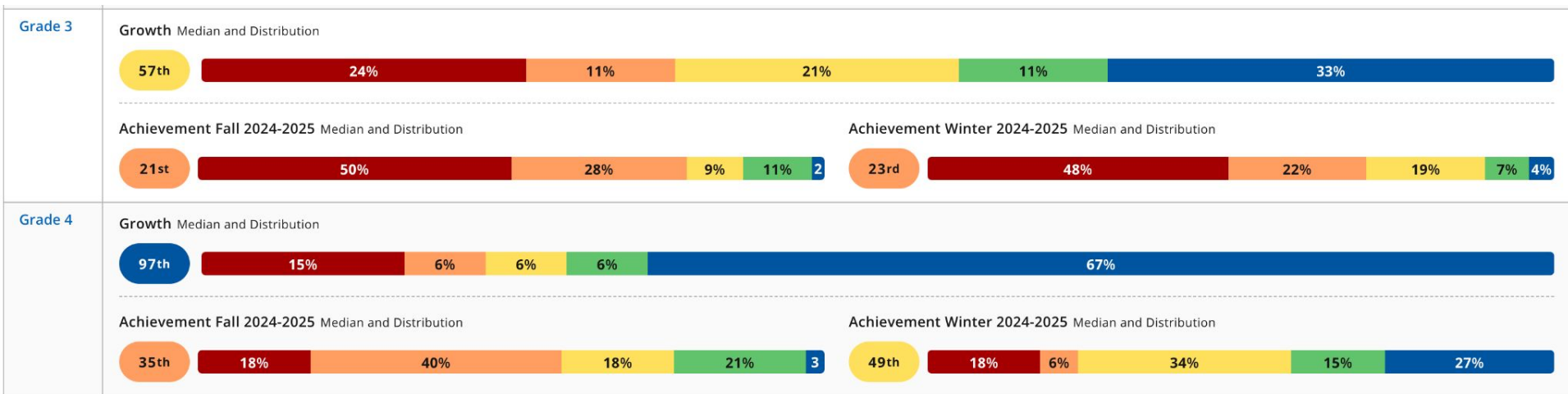
Achievement Fall 2024-2025 Median and Distribution



Achievement Winter 2024-2025 Median and Distribution

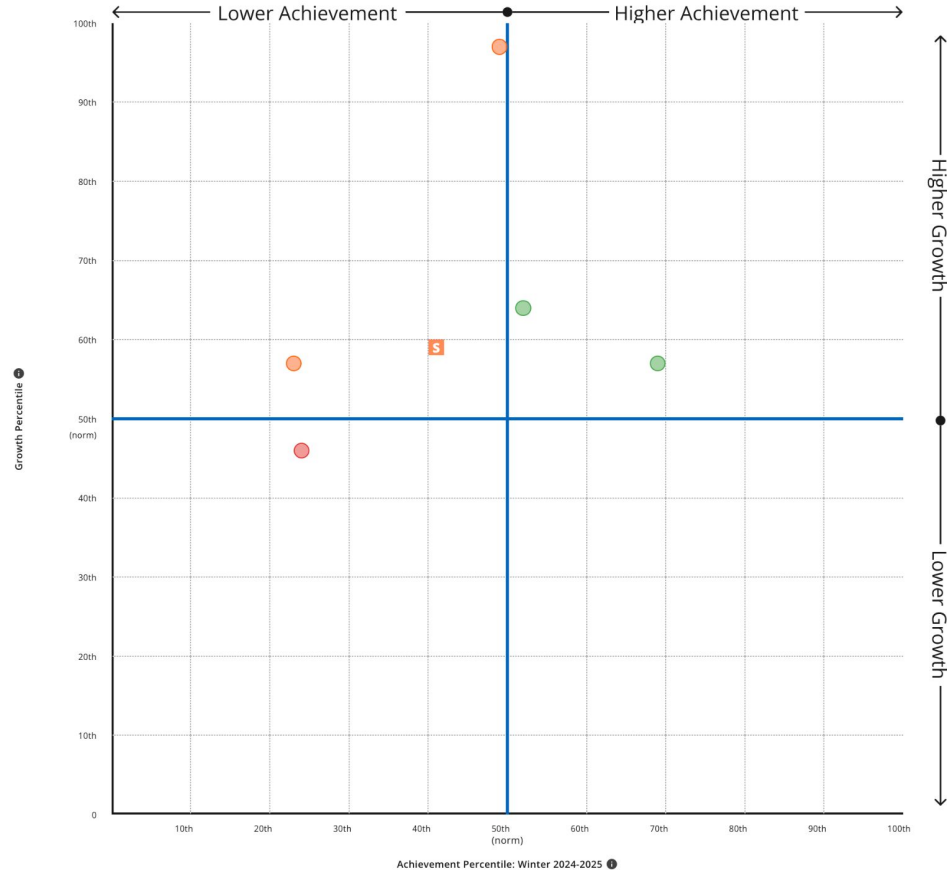


NWEA Math 3rd-4th Growth & Achievement



Growth and Achievement Quadrant By Grade

Western Gateway Elementary | Math K-12

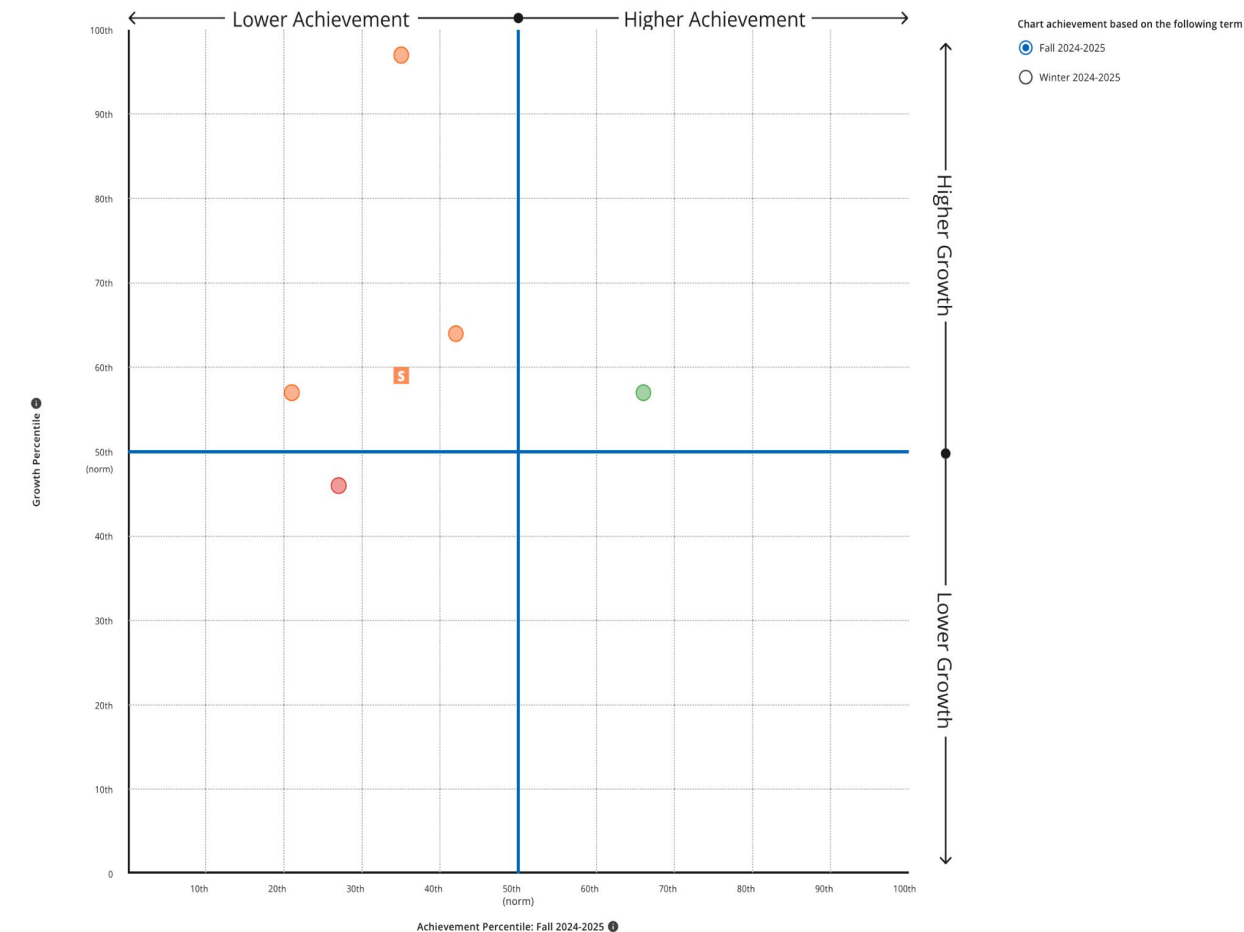


2024-25 WINTER Quadrant Chart

High Achievement & High Growth Quadrant- Kinder and 1st Grade

High Growth & Low Achievement Quadrant- 3rd and 4th grade

Low Achievement & Low Growth- 2nd Grade



2024-25 FALL Quadrant Chart

High Achievement & High Growth Quadrant- Kinder

High Growth & Low Achievement Quadrant- 1st, 3rd and 4th grade

Low Achievement & Low Growth- 2nd Grade



WESTERN GATEWAY ELEMENTARY SCHOOL

NOVEMBER 2024 REPORT

WGES| November Summary



NOVEMBER HIGHLIGHTS


- Launched Google Paid Search efforts on Nov. 25.
- Drove 30 potential parents to the Western Gateway Elementary School website from Google Paid Search ads.

GOALS FOR DECEMBER

- Optimize and monitor ad performance based on search terms.
- Work with Google My Business to address missing reviews.
- Generate media coverage for WGES' recent OSO Expo.

RESULTS


Sponsored

 www.westerngateway.school/


A New Kind of Learning - Immersive Pre-K–5th School

We offer a dual-language, tuition-free education to Pre-K through 5th grade students. Our tuition-free elementary school offers Pre-K through 5th grades for 2025-26. Pre-k through 5th. Dual-Language Learning.

[About Us](#)[FAQ](#)

 Call (405) 276-9170


Sponsored

 www.westerngateway.school/

Grow Their Cultural Experience - Bilingual Elementary School

Our tuition-free elementary school offers Pre-K through 5th grades for 2025-26. Want to learn more about 2025-26 school year offerings? Fill out an inquiry form today. Bilingual Education. Dual-Language Learning.

[FAQ](#)[About Us](#)

 Call (405) 276-9170



ACTIVITIES

- Developed and distributed a media advisory for the inaugural OSO Expo.
- Drafted a post-press release for the OSO Expo, which will be distributed in December.
- Conducted Google My Business training walkthrough with Head of School Heather Zacarias.
- Created and launched Google Paid Search ad campaign to support 2025-2026 enrollment.
- Managed regular correspondence, meetings and general website maintenance in preparation for enrollment.

November Details: Google Ads Performance



KEY METRICS

15,205 Ad Impressions	30 Clicks on Ads	4.70% Click-through Rate (CTR)	7 Clicks to Interest Form
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Perspective and Analysis

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- The top traffic-driving search term was "charter schools near me" followed by "elementary charter schools OKC."
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 - This indicates our ads are out-performing competitors in the same industry.
- The top-performing ad copy features "Top OKC Charter School" messaging.



OKLAHOMA STATE
DEPARTMENT OF EDUCATION

Heather Zacarias
Superintendent
55E026 Western Gateway
1300 SW 15th Street
Oklahoma City, OK 73108-7206

July 29, 2024

Dear Heather Zacarias:

The 2024-2025 accreditation statuses for your school district and sites have been approved by the State Board of Education. **The district status and site status are listed separately, per State Board of Education rules.** State Board of Education regulations allow accreditation for one year only; therefore, continuing compliance with accreditation standards is imperative at all times.

Please see the attached page(s) for your district and site accreditation statuses for school year 2024-2025

If you have any questions, please contact your Regional Accreditation Officer. Thank you.

Sincerely,

Leslie Janis
Program Director of Accreditation

C: School Board President
Enclosure

Ryan Walters
State Superintendent of Public Instruction
Oklahoma State Department of Education

Accreditation Status for District 2024 - 2025

55E026 WESTERN GATEWAY

Recommendation: Accreditation with no Deficiencies

Accreditation Status for Sites 2024 - 2025

935 WESTERN GATEWAY : Grades - PK - 04

Recommendation: Accreditation with no Deficiencies

WESTERN GATEWAY ELEMENTARY SCHOOL, INC.

Minutes

Board of Directors Regular Meeting
Tuesday, November 12, 2024, 9:00 am

This meeting of the Board of Directors of Western Gateway Elementary School, Inc. was held on Tuesday, November 12, 2024, at 9:00 am. The meeting was held in person at Western Gateway Elementary School, 1300 SW 15th Street, Oklahoma City, OK 73108

Statement of Compliance with the Oklahoma Open Meeting Act:

The meeting agenda was delivered to the Oklahoma County Clerk on Tuesday, November 5, 2024, and was posted on November 5, 2024, on the school website: <http://www.westerngateway.school> The meeting notice was also posted at the school entrance.

1. Call to Order

Mr. Blair Humphreys called the meeting to order at 9:00 am. on November 12, 2024.

2. Roll Call

Mr. Humphreys called the roll. Board members present were: Mr. Blair Humphreys, Mr. Pete White, Mr. Edgar Medina, and Ms. Ashley Terry. Others present were: Heather Zacarias, Head of School, Lauren Hanna, Legal Counsel, and Diana Bedwell.

3. Historic Testing Data Review Presentation:

Alix Gessouroun presented the Board with NWEA MAP test results. Ms. Gessouroun compared the NWEA norms with the national norms. She also discussed the map by cohort and growth over time.

4. Update from Heather Zacarias, Head of School

Ms. Zacarias provided the Head of School update, sharing recruitment strategies and partnership with Candor. WGES plans to utilize Google search with reviews, social media, family meetings, and Google My Business features to enhance visibility. Additionally, staff distributed Spanish-language flyers to local businesses, featuring a QR code linked to enrollment information. An informational dinner will be held for 4th-grade parents interested in committing to 5th-grade enrollment. WGES will host the State Dept of Education Dual Language Summit in January. Furthermore, several teachers recently attended the La Cosecha Dual Language Conference in New Mexico and OABE in Tulsa.

5. Consideration and authorization of the WGES Consent Agenda

Mr. White made a motion to approve the Western Gateway consent agenda. The motion was seconded by Mr. Medina and approved on the following vote:

Ayes: Humphreys, White, Terry, Medina

Nays: None

6. Discussion, consideration, and possible action to approve the Candor PR proposal and fee schedule.

Ms. Terry made a motion to receive the Candor PR proposal and fee schedule. The motion was seconded by Mr. White and approved on the following vote:

Ayes: Humphreys, White Terry, Medina

Nays: None

7. Comments

8. New Business

9. Adjournment

Mr. Medina made a motion to adjourn the meeting. The motion was seconded by Mr. White and approved on the following vote:

Ayes: Humphreys, White Terry, Medina

Nays: None

The meeting was adjourned at 10:07 am.

Edgar Medina, Board Secretary

Encumbrance Register

Options: Year: 2024-2025, Date Range: 11/1/2024 - 6/30/2025, Fund(s): GENERAL FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	25	07/01/2024	80001	DIANA BEDWELL	REIMB SUPPLIES/TRAVEL	1,132.15
11	46	07/01/2024	58	MEDINA HANDYMAN SERVICES	CUSTODIAL SERVICES	0.00
11	67	07/01/2024	153	PBISAPPS	STRONGER CONNECTIONS GRANT - SOFTWARE	0.00
11	76	07/01/2024	106	SAM'S CLUB MASTERCARD	AUGUST CREDIT CARD PAYMENT	-478.40
11	78	07/01/2024	106	SAM'S CLUB MASTERCARD	OCTOBER CREDIT CARD PAYMENT	-478.40
11	79	07/01/2024	106	SAM'S CLUB MASTERCARD	NOVEMBER CREDIT CARD PAYMENT	-500.00
11	80	07/01/2024	106	SAM'S CLUB MASTERCARD	DECEMBER CREDIT CARD PAYMENT	-500.00
11	81	07/01/2024	106	SAM'S CLUB MASTERCARD	JANUARY CREDIT CARD PAYMENT	-500.00
11	82	07/01/2024	106	SAM'S CLUB MASTERCARD	FEBRUARY CREDIT CARD PAYMENT	-500.00
11	83	07/01/2024	106	SAM'S CLUB MASTERCARD	MARCH CREDIT CARD PAYMENT	-500.00
11	84	07/01/2024	106	SAM'S CLUB MASTERCARD	APRIL CREDIT CARD PAYMENT	-500.00
11	85	07/01/2024	106	SAM'S CLUB MASTERCARD	MAY CREDIT CARD PAYMENT	-500.00
11	86	07/01/2024	106	SAM'S CLUB MASTERCARD	JUNE CREDIT CARD PAYMENT	-500.00
11	123	11/20/2024	196	UNIVERSITY OF OKLAHOMA HEALTH & SC.	REDUCING CHALLENGING BEHAVIOR	350.00
11	124	11/21/2024	197	CHAMBER DIRECTORY SERVICES	DIRECTORY LISTING	229.00
11	125	11/21/2024	84	LOCKE SUPPLY	PLUMBING SUPPLIES	500.00
11	126	12/05/2024	198	FERGUSON ENTERPRISES LLC	PLUMBING SUPPLIES	500.00
11	127	12/05/2024	199	EXPLORE LEARNING REFLEX	REFLEX SEAT LICENSE	116.67

Non-Payroll Total: (\$2,128.98)

Payroll Total: \$6,060.29

Balance Forward: \$3,393,473.41

Report Total: \$3,397,404.72

Payment Register

Options: Year: 2024-2025, Fund Account: GENERAL FUND, Date Range: 11/1/2024 - 6/30/2025, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
269	11/01/2024	53	ARTS COUNCIL				\$1,346.00
270	11/01/2024	98	CENTER FOR RESPONSIVE SCHOO				\$299.00
271	11/01/2024	70	CITY OF OKC				\$1,412.43
272	11/01/2024	181	FOCAL POINTE OF OKLAHOMA, L				\$759.92
273	11/01/2024	77	PROFESSIONAL OKLAHOMA EDU				\$100.00
274	11/01/2024	106	SAM'S CLUB MASTERCARD				\$21.60
275	11/01/2024	71	WM CORPORATE SERVICES, INC.				\$380.79
276	11/08/2024	110	COOPER PROJECT ADVISORS, LLC				\$1,835.00
277	11/08/2024	20	ELITE TECHNOLOGY SOLUTIONS,				\$2,145.00
278	11/08/2024	73	KEYSTONE FOODSERVICE				\$19,830.95
279	11/08/2024	128	KNOX GLASS, LLC				\$165.00
280	11/08/2024	58	MEDINA HANDYMAN SERVICES				\$7,099.10
281	11/15/2024	50	CLASSIC PAPER SUPPLY INC.				\$1,039.05
282	11/15/2024	67	OKC PERMITS AND ID UNIT				\$17.00
283	11/15/2024	79	ONG				\$270.73
284	11/13/2024	12	MIDFIRST BANK				\$53.70
285	11/20/2024	27	AMAZON CAPITAL SERVICES				\$76.18
286	11/20/2024	80001	DIANA BEDWELL				\$1,132.15
287	11/20/2024	101	CITY GREASE TRAP SERVICE LLC				\$225.00
288	11/20/2024	181	FOCAL POINTE OF OKLAHOMA, L				\$1,019.92
289	11/20/2024	117	HARRISON ENERGY PARTNERS				\$2,850.00
290	11/20/2024	15	OKLAHOMA CONSULTING AND A				\$2,050.00
291	11/20/2024	69	OG&E				\$1,689.33
292	11/20/2024	78	OKCPS FINANCIAL SERVICES - TR				\$1,948.31
293	11/20/2024	113	OPCSA				\$3,200.00
294	11/20/2024	63	R.K. BLACK, INC.				\$108.51
342	12/05/2024	53	ARTS COUNCIL				\$1,186.00
343	12/05/2024	197	CHAMBER DIRECTORY SERVICES				\$229.00
344	12/05/2024	70	CITY OF OKC				\$453.28
345	12/05/2024	110	COOPER PROJECT ADVISORS, LLC				\$1,835.00
346	12/05/2024	145	DEIGHAN EDUCATION LLC				\$3,750.00
347	12/05/2024	20	ELITE TECHNOLOGY SOLUTIONS,				\$2,145.00
348	12/05/2024	55	EVALUATION WORKS, LLC				\$7,920.00
349	12/05/2024	181	FOCAL POINTE OF OKLAHOMA, L				\$759.92
350	12/05/2024	73	KEYSTONE FOODSERVICE				\$16,493.25
351	12/05/2024	58	MEDINA HANDYMAN SERVICES				\$6,899.10
352	12/05/2024	157	PHILLIPS MURRAH P.C.				\$2,850.00
353	12/05/2024	63	R.K. BLACK, INC.				\$391.84
354	12/05/2024	26	STAPLES BUSINESS CREDIT				\$138.22
355	12/05/2024	80	TODAY'S THERAPY SOLUTIONS				\$16,305.00
356	12/05/2024	71	WM CORPORATE SERVICES, INC.				\$379.45
357	12/05/2024	106	SAM'S CLUB MASTERCARD				\$3,277.79

Non-Payroll Total: **\$116,087.52**

Payroll Total: **\$200,121.29**

Balance Forward: **\$923,927.30**

Total: **\$1,240,136.11**

**WESTERN GATEWAY ELEMENTARY SCHOOL
OKLAHOMA CITY, OKLAHOMA**

MONTHLY FINANCIAL REPORT

November 30, 2024 and Year to Date

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JENKINS & KEMPER
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

JACK JENKINS, CPA
MICHAEL KEMPER, CPA

December 4, 2024

Honorable Board of Trustees
Western Gateway
Oklahoma City, Oklahoma

We have compiled the accompanying statement of assets, liabilities, and net assets – cash basis for the Western Gateway as of November 30, 2024, and the related statements of revenues and expenses – cash basis for the five (5) months then ended. Our 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. We 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, we 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.

We are not independent with respect to Western Gateway.

Sincerely,

Jenkins & Kemper, CPAs P.C.

Jenkins & Kemper
Certified Public Accountants, P.C.

**WESTERN GATEWAY ELEMENTARY SCHOOL - 2024-25 FISCAL YEAR
STATEMENT OF ASSETS, LIABILITIES AND NET ASSETS - CASH BASIS
AT NOVEMBER 30, 2024**

	General Fund	Building Fund	Gifts Fund	Activity Fund	Totals
Assets					
Cash	\$ 415,823.44	184,734.90	395,277.33	49,901.94	1,045,737.61
Liabilities					
Outstanding Payments	5,250.00		766.05	5,332.60	11,348.65
Reserves	3,662.59				3,662.59
Funds Held for Student Organizations				44,569.34	44,569.34
Total Liabilities	<u>8,912.59</u>		<u>766.05</u>	<u>49,901.94</u>	<u>59,580.58</u>
Net Assets	<u>\$ 406,910.85</u>	<u>184,734.90</u>	<u>394,511.28</u>		<u>986,157.03</u>

WESTERN GATEWAY ELEMENTARY SCHOOL
 COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN CASH FUND
 BALANCES REGULATORY BASIS - ALL GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST
 NOVEMBER 30, 2024

	GOVERNMENTAL FUND TYPES		FIDUCIARY FUND TYPES	TOTALS
	GENERAL	SPECIAL REVENUE	EXPENDABLE TRUST FUND	(MEMO. ONLY)
Revenues				
Local sources	\$ 23,728.81		280,350.00	304,078.81
State sources	1,048,746.60			1,048,746.60
Federal sources	112,099.26			112,099.26
Total revenues	1,184,574.67	-	280,350.00	1,464,924.67
Expenditures				
Instruction	604,930.44		36,458.86	641,389.30
Support services	506,256.46		272,834.92	779,091.38
Operation of non-instructional services	61,418.36			61,418.36
Other uses	2,518.00			2,518.00
Total expenditures	1,175,123.26	-	309,293.78	1,484,417.04
Revenues over (under) expenditures	9,451.41	-	(28,943.78)	(19,492.37)
Cash fund balance, beginning of year	397,459.44	184,734.90	423,455.06	1,005,649.40
Cash fund balance, end of period	\$ 406,910.85	184,734.90	394,511.28	986,157.03

WESTERN GATEWAY ELEMENTARY SCHOOL - 2024-25 FISCAL YEAR
STATEMENT OF REVENUE AND EXPENSES- GENERAL FUND - CASH BASIS

	Source Codes	2023-24 Actual	2023-24 As of 11/30/23	% of YTD to Actual	2024-25 Annual Budget	2024-25 Revised Budget	2024-25 As of 11/30/24	% of YTD to Budgeted
Revenue								
Reimbursements	1500	\$ 3,033.50	2,732.32	90.1%	-	-	-	N/A
Donations	1610	11,830.01	5,880.00	49.7%	-	5,202.00	5,202.00	100.0%
Local District Contracts	1650	-	-	N/A	-	2,400.00	2,400.00	100.0%
Local CNP	1700	38,530.87	11,262.89	29.2%	36,900.00	36,900.00	16,126.81	43.7%
Foundation and Salary Incentive Aid	3210	2,175,098.25	634,870.95	29.2%	2,164,788.38	2,164,788.38	779,323.82	36.0%
Flexible Benefit Allowance	3250	219,110.99	61,063.29	27.9%	214,896.04	214,896.04	78,700.85	36.6%
Reading Sufficiency (prj 367)	3415	23,372.80	-	0.0%	-	-	-	N/A
State Textbooks (prj 333)	3420	16,935.38	14,838.52	87.6%	17,840.46	17,840.46	17,840.46	100.0%
School Resource Officer (prj 376)	3436	19,873.95	3,027.95	15.2%	163,955.67	163,955.67	163,955.67	100.0%
Maternity Leave (prj 377)	3437	-	-	N/A	-	8,925.80	8,925.80	100.0%
State CNP	3700	1,311.20	-	0.0%	1,300.00	1,300.00	-	0.0%
Title I pt. A (prj 511)	4210	62,350.10	-	0.0%	83,468.83	84,373.02	904.19	1.1%
Title II pt. A (prj 541)	4271	16,903.56	-	0.0%	16,000.00	12,355.95	12,355.95	100.0%
Special Ed - Prof Dev (prj 615)	4310	400.00	-	0.0%	-	500.00	-	0.0%
Special Ed - Flow Through (prj 621)	4310	45,280.16	6,933.98	15.3%	45,000.00	51,664.39	10,543.84	20.4%
Preschool (prj 641)	4340	378.62	378.62	100.0%	350.00	523.57	523.57	100.0%
Title IV, pt. A (prj 552)	4442	10,129.52	-	0.0%	10,000.00	10,000.00	7,805.44	78.1%
Stronger Connections Grant (prj 715)	4445	124,031.76	-	0.0%	205,691.44	205,691.44	19,509.90	9.5%
ARP ESSER III LETRS (prj 726)	4689	646.00	-	0.0%	-	-	-	N/A
ESSER III (prj 795)	4689	109,649.41	-	0.0%	-	-	-	N/A
Federal Meal Reimbursement	4700	139,186.45	37,883.49	27.2%	122,400.00	122,400.00	42,295.93	34.6%
Prior Year Federal Revenue	4000	2,306.15	2,306.15	100.0%	-	18,160.44	18,160.44	100.0%
Correcting Entries	5600	938.44	126.35	13.5%	-	-	-	N/A
Total revenue		3,021,297.12	781,304.51	25.9%	3,082,590.82	3,121,877.16	1,184,574.67	37.9%
Expenditures								
Payroll		2,116,344.18	731,573.36	34.6%	2,542,821.02	2,365,001.31	814,603.39	34.4%
Accounts Payable		852,977.86	337,277.36	39.5%	937,229.24	1,038,272.98	360,519.87	34.7%
Total expenditures		2,969,322.04	1,068,850.72	36.0%	3,480,050.26	3,403,274.29	1,175,123.26	34.5%
Revenue over (under) expenses		51,975.08	(287,546.21)		(397,459.44)	(281,397.13)	9,451.41	
Net Assets (beginning)	6110	343,153.39	343,153.39	100.0%	397,459.44	397,459.44	397,459.44	100.0%
Other Financing Sources (Uses):								
Transfer to Insurance Recovery		(4,667.70)	(4,667.70)		-	-	-	
Lapsed/Estopped		6,998.67	-		-	-	-	
Ending Net Assets		\$ 397,459.44	50,939.48		0.00	116,062.31	406,910.85	

SUPPLEMENTAL INFORMATION

WESTERN GATEWAY ELEMENTARY SCHOOL - 2024-25 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>
Donations - Inasmuch (prj 001)	\$ 5,202.00	-	-	5,202.00	-	-
Local Child Nutrition Program	16,126.81	-	376.00	9,119.06	3,197.50	3,434.25
State Aid	779,323.82	-	194,830.95	194,830.96	194,830.95	194,830.96
Flexible Benefits Allowance	78,700.85	-	19,340.64	20,009.78	19,675.22	19,675.21
State Textbooks (prj 333)	17,840.46	-	17,840.46	-	-	-
School Resource Officer (prj 376)	163,955.67	-	163,955.67	-	-	-
Maternity Leave (prj 377)	8,925.80	-	-	-	8,033.22	892.58
Title I, pt. A (prj 511)	904.19	-	-	-	-	904.19
Title II, pt. A (prj 541)	12,355.95	-	-	-	-	12,355.95
Title IV, Student Support (prj 552)	7,805.44	-	-	-	-	7,805.44
Special Education (prj 621)	10,543.84	-	-	-	-	10,543.84
Special Education - Preschool (prj 641)	523.57	-	-	-	-	523.57
Stronger Connections Grant (prj 715)	37,670.34	-	18,160.44	-	-	19,509.90
Erate	2,400.00	2,400.00	-	-	-	-
Federal Child Nutrition Program	42,295.93	-	-	-	10,676.19	31,619.74
	<u>\$ 1,184,574.67</u>	<u>2,400.00</u>	<u>414,504.16</u>	<u>229,161.80</u>	<u>236,413.08</u>	<u>302,095.63</u>

WESTERN GATEWAY ELEMENTARY SCHOOL - 2024-25 FISCAL YEAR
STATEMENT OF EXPENSES BY PROJECT/OBJECT
- GENERAL FUND - CASH BASIS

Classification (Project-Object)	Object	2023-24 Actuals	2024-25 Annual Budget	2024-25 Revised Budget	2024-25 As of 11/30/24	% of YTD to Budg.
General Fund Local prj Codes						
Salaries	100	\$ 1,268,408.57	1,582,000.00	1,521,528.12	516,218.53	33.93%
Employee Benefits	200	296,812.71	367,660.75	335,589.72	116,622.21	34.75%
Worker's Comp./State Unempl.	270-280	1,836.00	12,500.00	12,518.00	2,518.00	20.12%
Administrative Services	310	16,606.80	18,500.00	18,200.00	2,500.00	13.74%
Educational Services	320	20,759.50	20,500.00	20,500.00	4,579.00	22.34%
Accounting and Other Prof Svcs	330	25,350.00	26,000.00	25,750.00	7,750.00	30.10%
Medical Services	336	49,884.16	77,000.00	77,000.00	7,836.43	10.18%
Security Services	344	450.00	8,400.00	8,370.00	-	0.00%
Technology Related Services	346	298.05	300.00	300.00	-	0.00%
Legal Services	350	11,000.00	12,000.00	12,000.00	5,175.00	43.13%
Professional Development	359	540.00	3,400.00	3,369.00	119.00	3.53%
Water Service	411	9,095.12	10,000.00	10,000.00	7,275.15	72.75%
Cleaning Services	421	76,085.00	75,000.00	75,000.00	33,297.30	44.40%
Disposal Services	423	3,511.35	3,550.00	4,800.00	1,918.39	39.97%
Pest Control	424	700.00	1,200.00	1,200.00	350.00	29.17%
Lawn Care Services	426	12,156.30	27,000.00	27,000.00	8,467.07	31.36%
Repairs and Maintenance Services	430	57,095.40	58,000.00	66,543.71	23,800.86	35.77%
Student Transportation	511	510.00	-	-	-	N/A
Insurance Services	520	81,928.00	89,000.00	88,558.00	88,558.00	100.00%
Communications Services	530	12,053.91	12,500.00	13,469.99	7,012.24	52.06%
Advertising	540	697.02	700.00	1,700.00	349.50	20.56%
Printing Services	550	844.25	850.00	3,887.00	1,041.67	26.80%
Out-of-District Travel	580	317.55	350.00	4,500.00	1,132.15	25.16%
General Supplies	600	8,560.12	8,500.00	62,500.00	5,138.36	8.22%
Building/Janitorial Supplies	618	14,676.17	15,000.00	28,500.00	7,650.19	26.84%
Electricity	624	24,640.80	25,000.00	25,000.00	18,085.00	72.34%
Natural Gas	627	6,508.41	7,000.00	7,000.00	1,183.91	16.91%
Books	640	29,176.05	10,000.00	6,078.80	78.80	1.30%
Furniture and Fixtures	651	999.76	4,000.00	3,636.55	3,636.55	100.00%
Technology Supply/Software	653	22,703.35	35,000.00	52,200.00	28,196.35	54.02%
Awards, Gifts, Decorations	680	1,918.65	2,500.00	2,500.00	-	0.00%
Landscaping	714	2,099.25	5,000.00	5,000.00	2,899.01	57.98%
Equipment	730	30,248.80	5,500.00	5,303.25	5,303.25	100.00%
Sponsor Fees	805	21,750.99	22,000.00	25,000.00	7,793.24	31.17%
Dues and Fees	810	8,081.28	8,100.00	7,649.00	4,591.10	60.02%
Registrations	860	762.00	800.00	11,800.00	399.00	3.38%
Reimbursement/Correcting Entries	900	803.24	-	-	-	N/A
Subtotal		2,119,868.56	2,554,810.75	2,573,951.14	921,475.26	35.80%
Child Nutrition Program						
Cleaning/Disposal Services	420	1,450.00	1,000.00	1,600.00	1,050.00	65.63%
Repairs	430	-	350.00	330.00	330.00	100.00%
Food Service Management	570	170,159.81	157,250.00	200,000.00	58,595.06	29.30%
Kitchen Products and Supplies	600	11,065.38	2,000.00	1,593.30	1,443.30	90.59%
Subtotal		182,675.19	160,600.00	203,523.30	61,418.36	30.18%
Flexible Benefit Allow. (prj 331-335)						
Salaries/Employee Benefits	100-299	212,255.99	240,000.00	240,000.00	78,168.70	32.57%
State Textbooks (prj 333)						
Books	640	16,935.38	-	-	-	N/A
Subtotal		16,935.38	-	-	-	N/A

WESTERN GATEWAY ELEMENTARY SCHOOL - 2024-25 FISCAL YEAR
STATEMENT OF EXPENSES BY PROJECT/OBJECT
- GENERAL FUND - CASH BASIS

Classification (Project-Object)	Object	2023-24 Actuals	2024-25 Annual Budget	2024-25 Revised Budget	2024-25 As of 11/30/24	% of YTD to Budg.
Reading Sufficiency (prj. 367)						
Professional Development	359	2,400.00	-	-	-	N/A
General Supplies	600	30,144.06	-	1,301.00	301.00	23.14%
Registrations	860	1,570.00	-	1,500.00	1,500.00	100.00%
Subtotal		34,114.06	-	2,801.00	1,801.00	64.30%
School Resource Officer (prj 376)						
Security Services	344	7,646.00	800.00	630.00	630.00	100.00%
Bldg Repair/Maint	430	2,310.00	157,655.67	100,000.00	-	0.00%
Technology/Furniture and Fixtures	650	-	5,500.00	5,392.42	5,392.42	100.00%
Equipment	700	9,917.95	-	-	-	N/A
Subtotal		19,873.95	163,955.67	106,022.42	6,022.42	5.68%
Title I, Part A (prj 511)						
Salaries/Employee Benefits	100-299	86,347.36	107,968.83	105,528.97	43,137.01	40.88%
General Supplies	600	-	1,500.00	1,200.00	-	0.00%
Subtotal		86,347.36	109,468.83	106,728.97	43,137.01	40.42%
Special Ed. Prof Dev (prj 615)						
Registrations	860	400.00	-	500.00	-	0.00%
Subtotal		400.00	-	500.00	-	0.00%
Special Ed. (prj. 621)						
Salaries/Employee Benefits	100-299	29,000.00	40,000.00	45,295.00	21,437.14	47.33%
Medical Services	336	15,749.72	5,000.00	6,369.39	2,120.00	33.28%
Subtotal		44,749.72	45,000.00	51,664.39	23,557.14	45.60%
Preschool (prj. 641)						
Medical Services	336	378.62	523.57	523.57	523.57	100.00%
Subtotal		378.62	523.57	523.57	523.57	100.00%
Stronger Connections Grant (prj 715)						
Salaries/Employee Benefits	100-299	113,988.54	205,191.44	117,059.50	39,019.80	33.33%
Professional Services	300	405.00	-	-	-	N/A
Out-of-District Travel	580	6,437.61	-	-	-	N/A
General Supplies	600	7,940.25	500.00	500.00	-	0.00%
Dues, Fees and Registrations	800	13,420.80	-	-	-	N/A
Subtotal		142,192.20	205,691.44	117,559.50	39,019.80	33.19%
ARP ESSER III LETRS (prj 726)						
Salaries/Employee Benefits	100-299	645.90	-	-	-	N/A
Subtotal		645.90	-	-	-	N/A
ESSER III (prj 795)						
Salaries/Employee Benefits	100-299	108,885.11	-	-	-	N/A
Subtotal		108,885.11	-	-	-	N/A
Grand Total		2,969,322.04	3,480,050.26	3,403,274.29	1,175,123.26	34.53%
Payroll Expenses	100-200	2,116,344.18	2,542,821.02	2,365,001.31	814,603.39	34.44%
Non-Payroll Expenses	300-900	852,977.86	937,229.24	1,038,272.98	360,519.87	34.72%
Totals		\$ 2,969,322.04	3,480,050.26	3,403,274.29	1,175,123.26	34.53%

**WESTERN GATEWAY ELEMENTARY SCHOOL - 2024-25 FISCAL YEAR
SUPPLEMENTAL THREE YEAR COMPARISON OF EXPENSES - CASH BASIS**

		2022-23 Expenditures		2023-24 Expenditures		2024-25 Expenditures	
		<u>Salary</u>	<u>Non-salary</u>	<u>Salary</u>	<u>Non-salary</u>	<u>Salary</u>	<u>Non-salary</u>
July	\$	17,635.85	29,344.27	21,295.35	53,130.38	21,974.76	120,634.33
August		130,819.56	89,090.65	176,214.68	75,007.36	192,326.70	37,931.59
September		139,499.79	56,087.07	178,719.41	86,812.63	199,343.01	87,610.66
October		139,858.71	74,400.95	179,819.33	72,993.78	200,837.63	63,268.62
November		136,577.50	40,878.23	175,524.59	49,333.21	200,121.29	51,074.67
December		136,016.04	56,607.85	170,837.07	54,939.40	-	-
January		138,582.93	37,752.63	172,503.15	57,098.67	-	-
February		139,548.25	64,042.45	179,440.97	67,303.60	-	-
March		139,327.39	51,073.65	176,715.02	57,392.39	-	-
April		138,323.06	41,622.21	177,556.28	61,428.87	-	-
May		390,539.07	51,632.02	507,072.43	79,351.66	-	-
June		17,572.50	116,472.13	645.90	138,185.91	-	-
	\$	<u>1,664,300.65</u>	<u>709,004.11</u>	<u>2,116,344.18</u>	<u>852,977.86</u>	<u>814,603.39</u>	<u>360,519.87</u>
		<u>2,373,304.76</u>		<u>2,969,322.04</u>		<u>1,175,123.26</u>	

		2022-23 Expenditures		2023-24 Expenditures		2024-25 Expenditures	
		<u>Salary</u>	<u>Non-salary</u>	<u>Salary</u>	<u>Non-salary</u>	<u>Salary</u>	<u>Non-salary</u>
July	\$	17,635.85	29,344.27	21,295.35	53,130.38	21,974.76	120,634.33
August		130,819.56	89,090.65	176,214.68	75,007.36	192,326.70	37,931.59
September		139,499.79	56,087.07	178,719.41	86,812.63	199,343.01	87,610.66
October		139,858.71	74,400.95	179,819.33	72,993.78	200,837.63	63,268.62
November		136,577.50	40,878.23	175,524.59	49,333.21	200,121.29	51,074.67
December		-	-	-	-	-	-
January		-	-	-	-	-	-
February		-	-	-	-	-	-
March		-	-	-	-	-	-
April		-	-	-	-	-	-
May		-	-	-	-	-	-
June		-	-	-	-	-	-
	\$	<u>564,391.41</u>	<u>289,801.17</u>	<u>731,573.36</u>	<u>337,277.36</u>	<u>814,603.39</u>	<u>360,519.87</u>
		<u>854,192.58</u>		<u>1,068,850.72</u>		<u>1,175,123.26</u>	

Western Gateway Elementary School Inc.
Revenue/Expenditure Summary

Options: Fund: 21, Date Range: 7/2/2024 - 11/30/2024

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
318 REDBUD SCHOOL FUNDING ACT	\$184,734.90	\$0.00	\$0.00	\$0.00	\$184,734.90	\$0.00	\$184,734.90
Total	\$184,734.90	\$0.00	\$0.00	\$0.00	\$184,734.90	\$0.00	\$184,734.90

Western Gateway Elementary School Inc.
Revenue/Expenditure Summary

Options: Fund: 81, Date Range: 7/2/2024 - 11/30/2024

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
001 INASMUCH FOUNDATION	\$326,639.34	\$0.00	\$0.00	\$34,576.10	\$292,063.24	\$21,723.90	\$270,339.34
002 WCF DONATION	\$80,229.58	\$264,000.00	\$0.00	\$263,500.00	\$80,729.58	\$360,500.00	(\$279,770.42)
005 CROSSFIRST BANK (PLAYGROUND)	\$2,666.05	\$0.00	\$0.00	\$702.36	\$1,963.69	\$2,023.34	(\$59.65)
007 TFCU	\$3,540.00	\$0.00	\$0.00	\$338.95	\$3,201.05	\$0.00	\$3,201.05
008 NEW HORIZONS FNDTN - AMZN	\$2,673.26	\$12,000.00	\$0.00	\$6,956.69	\$7,716.57	\$7,716.31	\$0.26
013 PIÑON FOUNDATION GRANT	\$4,865.10	\$0.00	\$0.00	\$0.00	\$4,865.10	\$0.00	\$4,865.10
015 OERB - STEM	\$1,897.43	\$0.00	\$0.00	\$698.22	\$1,199.21	\$1,640.04	(\$440.83)
016 MUSIC PROGRAM	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$900.00
017 ROTARY STEM	\$0.00	\$4,200.00	\$0.00	\$2,478.96	\$1,721.04	\$1,524.64	\$196.40
285 CNP LOCAL	\$44.30	\$150.00	\$0.00	\$42.50	\$151.80	\$151.80	\$0.00
Total	\$423,455.06	\$280,350.00	\$0.00	\$309,293.78	\$394,511.28	\$395,280.03	(\$768.75)

Western Gateway Elementary School Inc.
Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/2/2024 - 11/30/2024

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
815 WGES GENERAL ACTIVITY	\$29,602.76	\$26,593.04	\$0.00	\$13,351.01	\$42,844.79	\$2,639.09	\$40,205.70
816 OSO FAMILY FUND	\$1,234.99	\$614.00	\$0.00	\$124.44	\$1,724.55	\$0.00	\$1,724.55
Total	\$30,837.75	\$27,207.04	\$0.00	\$13,475.45	\$44,569.34	\$2,639.09	\$41,930.25



CLIENT SERVICE AGREEMENT

Western Gateway Elementary School

and

TalkPath Live

2024–2025 School Year

**TalkPath Live
700 Alexander Park Dr.
Suite 101
Princeton, NJ 08540
855-274-9582
www.talkpathlive.com**

CLIENT SERVICE AGREEMENT

This Client Service Agreement (hereinafter “**Agreement**”) is made and entered into effective as of the first date indicated in Section 1.3, below (the “**Effective Date**”), by and between **Western Gateway Elementary School** (hereinafter “**Client**”), a public entity existing under the laws of the State of Oklahoma, with a mailing address of 1300 SW 15th Street, Oklahoma City, Oklahoma 73108, and **PrentGraf Ltd.**, a limited liability company existing under the laws of the States of Ohio and New Jersey, doing business as **TalkPath Live** (hereinafter “**TPL**”), located at 700 Alexander Park Drive, Suite 101, Princeton, NJ 08540, in order for TPL to provide teletherapy services to Client’s students. TPL and Client may each be referred to in this Agreement as a “**Party**” and together as the “**Parties.**”

PART 1 — OVERVIEW

1.1 Purpose and Summary.

During the term of this Agreement, TPL will provide certain teletherapy services for Client’s students. TPL is a web-based tool that remotely connects students to state-licensed therapists for live, one-to-one therapy. Through TPL, Client will deliver customized, tailored therapy to the applicable students while tracking their individual progress.

TPL will provide individual and group student teletherapy sessions and other requested services relating to treatment, based on Client’s needs, with each session’s length and frequency determined by Client’s student IEP mandates and Client’s specific requests.

1.2 Compliance with Laws, Statutes, and Regulations.

During the term of this Agreement, unless otherwise agreed, TPL shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. TPL acknowledges and understands that Client reserves the right to report any violations of federal, state, and local statutes, laws, ordinances, rules, policies, and regulations to the appropriate authorities.

1.3 Term.

The term of this Agreement shall begin on January 6, 2025, and conclude on March 28, 2025 (the “**Term**”).

PART 2 — SERVICES

2.1 TPL’s Available Services, in General.

In general, TPL offers the following teletherapy services, any of which Client may contract to receive under this Agreement:

- Certified therapists (including Speech-Language Pathologists (“**SLPs**”), Occupational Therapists (“**OTs**”), Physical Therapists (“**PTs**”, and together with SLPs and OTs, the “**Therapists**”), Vision Therapy Specialists (“**VIs**”), Adapted Physical Therapy Specialists (“**APEs**”), Assistive Technology Specialists (“**ATSS**”), Dyslexia Specialists, School Psychologists, and Social Workers (“**SWs**”)) licensed in the state in which the Client’s student(s) reside(s).
- Supervision of Speech-Language Pathology Assistants (“**SLPAs**”), Certified Occupational Therapy Assistants (“**COTAs**”), and Certified Physical Therapy Assistants (“**PTAs**”) by TPL’s SLPs, OTs, and PTs. (SLPAs, COTAs, and PTAs, together with TPL’s Therapists, School

Psychologists, and SWs, shall be referred to in this Agreement as TPL's **"Service Providers"**.

- Each of the above disciplines shall be referred to in this Contract as its own **"Service Discipline Area."** For example, speech therapy is a distinct service discipline area, as are each of the disciplines of occupational therapy, physical therapy, school psychology, adapted PE, dyslexia services, social work.
- Available Service Providers for full school year or for employee leave coverage.
- One-on-one therapy or other services in real time using TPL's videoconferencing platform, which is compliant with the Health Insurance Portability and Accountability Act ("**HIPAA**"), the Children's Online Privacy Protection Act ("**COPPA**"), and Federal Educational Rights and Privacy Act ("**FERPA**") and which allows for the use of online tools, screen sharing, and such on-screen features as text, drawing, and whiteboard capabilities. An internet-based videoconferencing service will be used to conduct the sessions. A secure connection is made between the Therapist's and student's devices, and the connection is encrypted on both ends throughout the entire session.
- Technology assistance and support as needed.
- Full evaluations and Individualized Education Program ("**IEP**") reports, when needed or requested.
- Session notes, either on TPL forms or templates or on Client-supplied forms or templates, as requested.
- Services based on goals agreed upon by the Parties, using one or more of the following means: administered evaluations/reports, outside evaluations/reports, observations, and parent requests.
- Flexible scheduling.
- Administrative access to TPL's proprietary Provider Portal.

2.2 Selection of Services by Client.

TPL shall provide Client with the services selected by Client from TPL's Service Menu, a copy of which is attached to and made a part of this Agreement as "**Addendum A.**" In general, Client shall select from Addendum A the type of Service Provider needed, the number of hours each week that each Service provider is needed ("**Service Hours**"), the number of weeks per school year that the Service Provider is needed, and the number of students requiring services. This information shall be provided in writing (such writing may be electronic, including email) and collectively referred to in this Agreement as the "**Services.**" Any writing in which the Parties agree to the Services to be provided shall be incorporated into this Agreement as if it were rewritten herein.

2.3 Changes to Services After Effective Date.

Client may request, and the Parties may agree to, changes in the Services after the Effective Date of this Agreement as follows:

2.3.1 Additional or Different Services.

Client may request different or additional services, including new services or an increase in the number of sessions of each service or an increase in the number of students needing such services, in writing to TPL. TPL shall endeavor to provide such additional services, if possible, but TPL is under no obligation to agree to provide such additional services. If TPL agrees to the provision of such additional services, TPL shall memorialize such agreement in writing (such

writing may be electronic, including email). However, TPL shall have no obligation to provide such additional or different services until TPL agrees to such services in writing. TPL shall bill such additional or different services on Client's monthly invoice at TPL's standard rates, which Client must pay in accordance with the payment procedures set forth in Part 6 of this Agreement, below. Client must pay for any additional or different services provided by TPL after Client's request for such services, even if the additional or different services were provided before TPL agreed to them in writing.

2.4 Provision of Services by TPL.

TPL shall provide the Services to Client in accordance with the following provisions.

2.4.1 Site Requirements.

Client agrees to provide and maintain a specially designated location(s) for the delivery of Services. The area designated by Client must be quiet, confidential, and relatively free of distraction. Client also agrees to provide an adult supervisor (i.e., e-helper) whenever Services are being delivered. Additionally, Client will ensure that the following items are available for conducting sessions: working computers, audio devices, microphone devices, webcams, Internet access, and other equipment required for teletherapy Services.

2.4.2 General Service Materials: TPL to Provide.

TPL shall provide all necessary online materials for the therapy sessions, lessons, and evaluations for Client's students.

2.4.3 Additional, Specific Service Materials: Client to Provide.

From time to time, for therapy services to be most effective, TPL may ask Client to provide additional materials and equipment. These materials may include such items as writing utensils, paper, therapy putty, gym mats, yoga balls, exercise bands, clothespins, and more, depending on the service being delivered. Client shall not refuse any such reasonable requests, and Client shall be responsible for supplying these on-site materials. Further, both Parties will work together in good faith to ensure that students have the materials they need to participate fully and effectively in Services.

2.4.4 School Day and Year.

TPL shall provide Services per the instructional minutes requirements of the state in which Client is located and per the days of service noted on Client's regular school year ("RSY") and extended school year ("ESY") calendars.

2.4.5 IEP Team Meetings.

An IEP team meeting shall be convened at least once annually to evaluate the educational progress of each student receiving Services from TPL. Each of Client's student shall be permitted to provide confidential input to any representative of their IEP team. Except as otherwise specified in this Agreement or by mutual agreement of both Parties, TPL, through an employee or Service provider at its sole discretion, and Client shall participate in all IEP team meetings regarding Client's students to whom TPL is providing Services. At any time during the term of this Agreement, the student's parent/guardian, TPL, or Client may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to TPL to ensure participation of a TPL-appointed employee or Service Provider in the meeting.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent/guardian, TPL, and Client. TPL, through an employee or Service Provider at its sole discretion, may attend IEP team meetings by phone or videoconference. TPL shall provide to Client assessments and written assessment reports by Service Providers upon request or pursuant to Client's policies and procedures.

TPL shall utilize the approved electronic IEP system of Client for all IEP planning and progress reporting. If needed, Client shall provide training for TPL to ensure access to the approved system. TPL shall maintain confidentiality with respect to IEP data on the approved system and all passwords for the system. When a student disenrolls or ceases receiving Services from TPL pursuant to this Agreement, TPL shall discontinue use of the approved system for that student unless otherwise asked to do so by Client. Changes in any student's educational program—including instruction, services, or instructional setting—provided under this Agreement may be made only on the basis of revisions to the student's IEP. In the event that TPL believes the student requires a change in Services, TPL may request a review of the student's IEP for the purposes of consideration of a change in the student's Services.

2.4.6 Student Progress Reports and Assessments.

On written request by Client, TPL shall provide to Client individual student progress reports, which shall include progress over time toward the student's IEP goals and objectives as they apply to the Services TPL is providing. A copy of any progress reports shall be maintained on TPL's proprietary Provider Portal and shall be submitted to Client within ten (10) days of request. Additionally, upon written request by Client, TPL shall provide access to any supporting documentation used to determine progress on any IEP goal or objective, including but not limited to: log sheets, observation notes, data sheets, pre- and post-tests, rubrics, and other similar data collected to determine progress or lack thereof on approved goals, objectives, or behavior support plans. Client may request such supporting data at any time, and TPL agrees to provide this data within a reasonable time.

TPL shall complete academic or other assessments of the Client's student's goals and objectives applicable to the Services TPL is providing one (1) month prior to the student's annual or triennial review IEP team meeting, for the purpose of reporting the student's present levels of performance at the IEP meeting, as required by state and federal laws and regulations and pursuant to Client's policies and procedures. Supporting documentation such as test protocols and data collection shall be made available to Client upon written request.

TPL is responsible for updating goals and objectives, progress reporting, and development of present levels of performance with respect to the Services TPL is providing. All other assessments shall be provided by Client unless Client specifies in writing a request for TPL assessments that include approved timelines, conditions, and costs. Such assessment costs may be approved separately by Client at its sole discretion. TPL shall not charge the Client's student's parent(s) or guardian(s) for the provision of progress reports or any assessments, interviews, or meetings. It is understood that copies of data collection notes, forms, charts, and other such documentation are part of the student's record and shall be made available to Client upon written request.

2.4.7 Free and Appropriate Public Education (FAPE).

The Parties shall comply with all provisions of federal and state law regarding the provision of a free appropriate public education ("FAPE") for each of Client's students. Client shall provide TPL with a copy of the IEP of each of Client's students served by TPL. In turn, TPL shall provide

Services to each of Client's students consistent with that student's IEP. Unless otherwise agreed to by both Parties, Client shall be responsible for the provision of all appropriate supplies, equipment, and facilities for Client's students, as specified in the student's IEP. TPL shall make no charge of any kind to parents or guardians for Services as specified in the student's IEP.

2.4.8 Consent for Teletherapy Evaluations.

TPL must receive confirmation that informed parental consent has been obtained before TPL can conduct a formal evaluation on any student for which Client has contracted with TPL to provide Services. Client can fulfill this requirement in one of two ways: (1) Client can confirm in writing to TPL that possession of a signed parental or guardian consent form is on file with Client; or (2) Client can furnish TPL with a signed copy of TPL's "**Consent to Evaluate**" form (a blank Consent to Evaluate form is attached to and made a part of this Agreement as **Addendum B**). To be valid, any written and signed informed parental consent form must specifically permit evaluation of a student via a secure two-way video platform.

2.5 Due Process Proceedings.

TPL, through an employee, Service Provider, or Subcontractor, at its sole discretion, shall fully participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Agreement, as requested by Client. TPL, through an employee, Service Provider, or Subcontractor at its sole discretion, shall also fully participate in the investigation and provision of documentation related to any complaint filed with the appropriate governmental authorities, whether at the federal, state, or local level, concerning Services provided pursuant to this Agreement. Any such participation in due process proceedings or other governmental investigations or proceedings shall be billable services for which Client must compensate TPL.

PART 3 — SERVICE PROVIDERS

3.1 Available Service Providers.

TPL will make available to Client credentialed and qualified Service Providers as required to provide the Services agreed to under this Agreement and the Caseload Information/Selection Sheet.

3.2 Subcontractors.

Client understands and agrees that TPL may subcontract the provision of Services to independent contractors (referred to hereafter as "**Subcontractors**") who shall have applicable clearances and qualifications to deliver the Services. Therefore, TPL's Service Providers may be either employees or Subcontractors.

3.3 Representations and Warranties Regarding Service Providers.

TPL represents and warrants that all of its Service Providers are duly qualified and licensed to provide the Services agreed to under this Agreement. TPL further represents and warrants that any Service Provider will follow all local, state, and federal laws and regulations and will materially comply with all industry standards and practices that may apply to the provision of Services. If Client requires additional Service Provider licensing, credentialing, or certification beyond that required by law, Client must notify TPL prior to the initiation of Service delivery.

3.4 Non-Solicitation.

Client shall not directly or indirectly, personally or through an agency, contract with, employ, or refer to a third-party employer or contractor (or attempt to contract with, employ, or refer) any TPL employee or Service Provider without TPL's prior written consent (each such action shall be referred

to herein as a **“Prohibited Solicitation”**) during the Term of this Agreement and for a period of twelve (12) months after the latest date of introduction, referral, placement, or termination or expiration of the TPL employee’s or Service Provider’s Service assignment (the **“Non-Solicitation Period”**). If Client engages in Prohibited Solicitation which causes a TPL employee or Service Provider to terminate or curtail his or her relationship with TPL, Client agrees to pay a solicitation fee of \$25,000 or 35% of the TPL employee’s or Service Provider’s yearly compensation, whichever is greater (such amount shall be referred to herein as the **“Solicitation Liquidated Damages Amount”**). Payment is due and payable to TPL upon start date of the TPL team member’s employment. The Parties intend the Solicitation Liquidated Damages Amount to constitute reasonable compensation, not a penalty. The Parties acknowledge and agree that the harm caused to TPL by Client’s breach with respect to Prohibited Solicitation would be extraordinarily difficult to accurately estimate as of the Effective Date of this Agreement and that these damages are a reasonable estimate of the anticipated actual harm that is likely to arise from such a breach by Client.

PART 4 — HEALTH AND SAFETY

4.1 Clearance Requirements: Background Checks.

TPL shall obtain clearances from the Federal Bureau of Investigation (“FBI”) for its employees and Subcontractors, unless TPL determines that the employee or Subcontractor will have no direct contact or interaction with Client’s students. TPL agrees that any employees or Subcontractors who will have direct contact with Client’s students shall not do so until FBI clearances are obtained. TPL hereby represents and warrants to Client that none of TPL’s employees or Subcontractors who may come into contact or interact with Client’s students have been convicted of a violent or serious felony.

4.2 Child Abuse Reporting.

TPL and its employees and Subcontractors will adhere to applicable child abuse reporting procedures and requirements as specified by state and federal laws. To protect the privacy rights of all parties involved (i.e., the reporter, the child, and the alleged abuser), reports will remain confidential, as required by law and professional ethical mandates.

4.3 Unlawful Harassment.

TPL shall have and maintain an unlawful harassment policy in place that clearly describes the kinds of conduct that constitute harassment and that are prohibited by TPL, as well as by federal and state law. The policy will include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all harassment complaints.

4.4 Non-Discrimination.

In its performance of its obligations under this Agreement, TPL shall comply with the provisions of all applicable federal, state, and local laws prohibiting discrimination on the grounds of age, race, color, gender, national origin, religion, citizenship, disability, sexual orientation, or veteran status.

4.5 Incident/Accident Reporting.

TPL shall electronically submit any accident or incident report to Client within twenty-four (24) hours of TPL becoming aware of the accident or incident. TPL’s submission of such report shall comply with any procedural requirements specified by Client.

4.6 Family Educational Rights Privacy Act (FERPA) Compliance.

TPL shall comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act (FERPA). TPL acknowledges that certain information about Client’s students is contained in records maintained by TPL and that this information may be confidential by reason of FERPA and

Client's policies or procedures. Both Parties agree to protect these records in accordance with FERPA and Client's policies or procedures. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can carry out its respective responsibilities pursuant to this Agreement.

PART 5 — ADMINISTRATION OF AGREEMENT

5.1 Agreement Administrators.

Heather Zacarias, Head of School and Superintendent, will be Client's main point of contact for TPL with respect to the provisions of this Agreement and the Services covered under it.

Executive supervision of the provision of Services will be provided by **Theresa Grant, Chief Program Development Officer** at TPL.

Notices shall be deemed effective when delivered by certified mail to the following:

Heather Zacarias
Head of School and Superintendent
Western Gateway Elementary School
1300 SW 15th Street
Oklahoma City, OK 73108
heather@westerngateway.es
405-276-9170

and

Theresa Grant
Chief Program Development Officer
TalkPath Live
P.O. Box 1753
Voorhees, NJ 08043
tgrant@talkpathlive.com
916-296-1772

5.2 Independent Contractor Relationship.

The Parties acknowledge and agree that the relationship created between TPL and Client is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership, joint venture, or employment relationship between the Parties. Each Party shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and workers' compensation insurance with respect to its own personnel (whether employed or contracted) and shall indemnify, defend, and hold harmless the other Party and its officers, directors, agents, contractors, representatives, and employees from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including, without limitation, attorney fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this section shall survive the expiration or early termination of this Agreement.

5.3 Data Reporting.

TPL shall provide Client, upon request, data related to student information and billing information applicable to the agreed-upon Services. It is understood that Client may choose to utilize a specific system for all IEP development and progress reporting. If so, Client shall provide TPL with

appropriate software, user training, and proper Internet permissions to allow adequate access to this system. Client shall provide TPL with the approved forms and format for such data, including but not limited to attendance reports and progress reports, as applicable. Client, at its discretion, may approve use of TPL-provided forms.

5.4 Confidentiality of Information Concerning Parties.

Both Parties acknowledge that, as a result of this Agreement, they will have access to confidential information about the other. “Confidential Information” is defined as information that is private to each Party but is shared by one to the other as required to fulfill the terms of this Agreement, and it includes such organizational information as bill rates, fees for services, and the terms and conditions of this Agreement. Both Parties agree that they will not disclose any Confidential Information about the other to any person or entity, nor will they permit any person or entity to use said Confidential Information without prior written consent of the other Party. The only exceptions will be: (a) information shared with appropriate individuals within the respective organizations as necessary to execute this Agreement; and (b) disclosures required by law.

5.5 Confidentiality and Maintenance of Records.

TPL shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, “records” constitute: student records, including electronically stored information; cost data records; registers and roll books of daily Service Providers; daily Service logs, notes, and other documents used to record the provision of related Services, including by supervisors, instructional assistants, and behavior intervention aides; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; liability and workers’ compensation insurance policies; documents evidencing financial expenditures; federal and state payroll quarterly reports; and bank statements and canceled checks or facsimiles thereof.

5.5.1 Student Records.

TPL shall maintain Client’s student’s records in a secure location to ensure confidentiality and prevent unauthorized access. TPL shall maintain an access log for each student’s record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such logs shall be maintained as required by state-specific codes and shall include the name, title, agency/organization affiliation, and date and time of access for each individual requesting or receiving information from the student’s record. Such logs need not record access to student’s records by: (a) the student’s parent(s) or legal guardian(s); (b) an individual to whom written consent has been executed by the student’s parent; or (c) employees or agents of Client or TPL having a legitimate educational interest in requesting or receiving information from the record.

The Parties shall maintain copies of any written parental concerns granting access to student records. TPL shall grant parents access to student records and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. TPL agrees, in the event of its closure, to forward Client’s student’s records within a reasonable time to Client. These shall include, but not be limited to, any current IEPs or Individualized Family Service Plans (“IFSPs”) and reports. Client shall be provided access to or copies of any and all records upon request within five (5) business days. If Client collects benchmarking data at the individual or school level, Client shall provide TPL with this data for the individual students and school served under this Agreement. To the extent not prohibited by Section 5.5 herein or applicable law, TPL may store indefinitely, use, and publish deidentified benchmarking data.

5.5.2 TPL's Proprietary Information and Intellectual Property.

Client understands that it may receive proprietary information relating to TPL's business (hereinafter "**TPL PI**"). Client agrees that TPL PI is confidential and is the sole, exclusive, and extremely valuable property of TPL. In addition, Client understands that it may receive confidential and proprietary information of third parties other than TPL, including but not limited to information and materials relating to assessments, in the course of the provision of Services. To the extent permitted by law, Client agrees that it will maintain the confidentiality of TPL PI and the proprietary materials of third parties to which it has physical or digital access pursuant to this Agreement. Client also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. Client's liability for breach of this provision shall not exceed \$20,000.00. However, it is also understood and agreed that money damages alone may not be a sufficient remedy for any breach of confidentiality by Client and that TPL shall be entitled to specific performance, including injunctive relief, as a remedy for any such breach by Client in any court of competent jurisdiction.

5.5.3 Mutual Consent for Shared Information.

The Parties agree that mutual consent is required for the initial publication or distribution of any research or marketing materials, including, without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication, the Parties may republish such works in their original or reasonably modified form at will.

5.5.4 Allowance of Disclosure.

Notwithstanding any other provision in this Agreement, Client may disclose TPL PI or the existence of this Agreement to the extent required by any applicable law, regulation, or court; provided, however, that prior to making any such disclosure, Client will notify TPL promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit TPL to seek to challenge or limit such required disclosure and to review any materials prior to disclosure. Further, each Party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner as to protect the rights of the Parties to this Agreement to the maximum extent reasonably possible.

5.6 Modifications Required to Conform to Legal and Administrative Requirements.

This Agreement may be modified or amended by Client, with mutual consent of TPL, to conform to administrative and statutory guidelines issued by any local, state, or federal governmental agency. Client shall provide TPL with: (a) a minimum of thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines; and (b) a copy of the statute or regulation upon which the modifications or changes are based.

5.7 Insurance.

TPL shall obtain, pay for, and maintain throughout the term of this Agreement a policy of comprehensive liability insurance naming TPL and Client as the insured parties, with a reasonable company and in a form satisfactory to Client, with coverage in the amounts listed below. TPL shall deposit said policy or a certificate thereof with Client. TPL coverages include:

- Medical malpractice insurance covering physical therapy services in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000)
- One million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate of professional liability insurance.
- If applicable, Contractor shall also maintain statutory workers' compensation insurance. Contractor shall obtain and thereafter maintain in effect, if available, such additional insurance as may be reasonably requested in writing by Company.
- Cyber liability in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000)

5.8 Indemnification and Hold Harmless.

To the fullest extent allowed by law, TPL shall indemnify and hold harmless Client and its board members, administrators, employees, agents, attorneys, volunteers, and subcontractors (collectively referred to hereafter as "**Client Indemnitees**") against all liability, loss, damage, and expense (including reasonable attorney fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by negligence or the intentional or willful act or omission of TPL, including, without limitation, its agents, employees, Subcontractors, or anyone employed directly or indirectly by it (excluding Client and Client Indemnitees).

To the fullest extent allowed by law, Client shall indemnify and hold harmless TPL and its board members, administrators, employees, agents, attorneys, and contractors ("**TPL Indemnitees**") against all liability, loss, damage, and expense (including reasonable attorney fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by negligence or the intentional or willful act or omission of Client, including, without limitation, its agents, employees, independent contractors, or anyone employed directly or indirectly by it (excluding TPL and TPL Indemnitees).

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action, or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense. In no event will TPL be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the Services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if TPL knew or should have known of the possibility of such damages.

TPL's cumulative liability relating to this Agreement will not exceed the actual fees paid by Client to TPL during the school year for three (3) months immediately preceding the date on which a claim is made, provided that such amount shall under no circumstances exceed \$10,000. Client acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that, in the absence of the foregoing limitations, TPL would not enter into the Agreement. Client represents that it is self-insured in compliance with the laws of the state of Oklahoma, that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers Client's indemnification obligations under this Agreement.

PART 6 — FINANCIAL PROVISIONS

6.1 Fees and Payment.

Client shall pay TPL for all Services agreed to by the Parties in accordance with Section 2.2 of this Agreement; provided, however, that Client shall not be obligated to pay for any Services that TPL agreed to provide but failed to provide in accordance with this Agreement.

6.2 Financial Representations and Warranties of TPL.

TPL represents and warrants to Client that TPL has sufficient financial resources to responsibly deliver the Services in accordance with its obligations under this Agreement and will distribute those resources in such a manner to properly implement the IEP for each student of Client receiving TPL-provided Services. TPL shall comply with all applicable Client policies and procedures concerning enrollment, contracting, service tracking, attendance reporting, and billing, provided Client provides such policies and procedures to TPL promptly after execution of this Agreement.

6.3 Financial Representations and Warranties of Client.

Client represents and warrants to TPL that it has sufficient financial resources to compensate TPL for all contracted Services under this Agreement.

6.4 Billable Services.

In addition to the Services requested by Client, the following services, if provided by TPL, are included in the billable Services for which Client must pay, as they are intrinsic to and necessary for competent provision of the Services requested by Client:

- Delivery of clinical and therapy Services, which includes all of the tasks and duties intrinsic to delivery (including but not limited to scheduling, student recordkeeping, consultations, collaboration with school staff, progress report writing, parent contact, and service coordination). **NOTE: Client will not be billed for session preparation time (i.e., direct-therapy lesson planning time) nor the session treatment time.**
- Case management (for speech-language therapy only).
- Attendance at and participation in IEP meetings and other school-district-mandated meetings.
- Bilingual and translation services.
- Administered assessments, evaluations, and screenings (including pre- and post-assessment and intervention services, initial and triennial assessments, and discipline-specific screenings).
- Review of records, parent interviews, and teacher interviews (i.e., a cumulative file review for a student, including medical, educational, and social development histories, as well as current parent and teacher interviews).

6.5 Invoicing Procedures.

6.5.1 Accuracy of Billed Service Time.

To ensure the accuracy of Services billed to Client, session time and attendance shall be systematically documented in the TPL Provider Portal on a daily basis by each student's assigned Service Provider. Upon written request by Client, TPL shall make this data available to

Client for review, inspection, or audit by Client during the Term of this Agreement and for a period of five (5) years thereafter.

6.5.2 Itemization of Services.

TPL shall have discretion regarding whether services are itemized on its invoices, and if services are itemized, the level of detail regarding itemization, unless Client requests itemization. Client may request that invoices contain itemization of services and details as follows:

- Month of service.
- Specific days and times of services coordinated by the Client-approved calendar, unless otherwise specified in the IEP or agreed to by Client.
- Name of TPL therapist, sub-contractor, or staff member who provided the service.
- Name or initials of each student receiving services.
- Indication of any made-up session(s) consistent with this Agreement (see table in Section 6.7 below).
- Indication of any missed or cancelled session fees, in accordance with Section 6.5, below.
- Cost of each service.
- Total for each service and total of monthly invoice.
- Date invoice was submitted.

6.5.3 Invoicing and Payment Timeframes.

TPL shall submit invoices to Client within forty-five (45) days of the end of the accounting period in which the services were rendered. Client shall pay the amount due on the invoice to TPL within forty-five (45) days of the invoice date. Invoices shall be submitted electronically, unless TPL and Client agree upon an alternate method of submission.

Initial payment claim submission for any fiscal year (July through June) shall not extend beyond the following June 30th after the close of the fiscal year, and any rebilling for the fiscal year shall not extend beyond twelve (12) months after the close of the fiscal year; provided, however, that there shall be no time limit if a billing or rebilling error is due to an error of Client and TPL has communicated concerns regarding such error to Client in writing during the 12-month period following the close of the fiscal year.

6.5.4 Late Payments.

Invoices for which payment is late shall accrue interest at the lesser of two percent (2%) per month or the maximum rate permitted by law, from the due date until date paid, plus TPL's reasonable costs of collection. If Client refuses to pay, TPL reserves the right to withhold all Services until all outstanding invoices are paid in full. If Client believes that TPL has billed Client incorrectly, Client must inform TPL in writing of the alleged incorrect billing no later than fifteen (15) days after receipt of the invoice, and the Parties shall work together to promptly correct any errors. If Client does not receive notice of any errors within fifteen (15) days, the invoice shall remain due forty-five (45) days from the invoice date.

6.5.5 Fees Not Refundable.

All fees due for services provided by TPL under this Agreement are nonrefundable and are not contingent on provision of any additional services.

6.6 Payment from Outside Agencies.

TPL will not bill Medicaid or any other agency for the costs associated with the provision of services to Client's students. If Client bills Medicaid or any other agency for the costs associated with TPL's provision of services to Client's students, Client shall provide training to TPL's Therapists, Subcontractors, Service Providers, and staff for purposes of proper documentation regarding reports, billing, and payment required by Medicaid or any other agency for such services.

6.7 Cancelled/Missed Sessions.

TPL is aware of and sensitive to the unfortunate but very real issue of student absenteeism. Therefore, TPL strives to be as flexible as possible by providing a liberal policy on cancelled or missed sessions (see table below) that aims to minimize the number of missed or cancelled sessions for which Client must pay. This policy is intended to be fair to both Parties, in light of the fact that TPL contracts with therapists and other service providers and must consider their allocated session times and preexisting treatment commitments. Therefore, the table below governs which cancelled or missed sessions Client is and is not required to pay for.

Term	Policy	Client Charged?
Cancelled/Missed Session	When more than 4 hours' notice is given to TPL that the student is unable to attend.	No
Absence (i.e., Refusal of Service or No-Show)	When less than 4 hours' notice is given to TPL that the student is unable to attend.	Yes (Final cost to district is based on the predetermined session length.)
Habitual Nonattendance	Defined as 3 cancelled/missed sessions or 3 absences per student, per semester (barring any extenuating circumstances previously agreed upon between TPL and Client).	Yes (Once criteria are met. Final cost to district is based on the predetermined session length.)

PART 7 — TERMINATION & BREACH

7.1 Termination: Material Breach.

This Agreement may be terminated under the following circumstances:

- 7.1.1 By Mutual Agreement.** Prior to the expiration of the term by mutual agreement of the Parties by written notice one hundred and fifty (150) or more days prior to the desired end of service date.
- 7.1.2 For Material Breach.** This Agreement may be terminated by either Party if the other Party fails to perform any material obligation or otherwise materially breaches this Agreement. For purposes of this Agreement, the term "material breach" generally has the meaning given to it under governing state law and generally means a serious breach that substantially defeats the purpose of the Agreement, or that relates to an essential element of this Agreement, and that deprives the injured Party of the benefit that the Party reasonably expected such that the non-breaching Party would be justified in abandoning

the contract. By way of example, if a TPL Therapist or other Service Provider fails to attend a teletherapy session due to illness or inclement weather, such failure to attend that session shall not constitute a material breach by TPL; conversely, if Client chooses at any time during the Term of this Agreement to hire its own service provider directly or through a third-party to provide the Services that TPL was originally contracted to provide and Client no longer requests services from TPL and fails to provide the required 150-day notice, that action shall constitute a material breach of this Agreement by Client. Additionally, any unilateral termination of this Agreement by Client for any reason other than the material breach of TPL shall constitute a material breach by Client.

In order for an action to be considered a material breach entitling the non-breaching Party to terminate this Agreement and pursue remedies under Section 7.4, below, the non-breaching Party must notify the breaching Party of the breach within thirty (30) days of the non-breaching Party becoming aware of the breach. The breaching Party shall then have fifteen (15) days in which to cure the breach. If the breaching Party fails to cure within fifteen (15) days, then such failure shall constitute a material breach of this Agreement and the non-breaching Party may terminate this Agreement pursue remedies under Section 7.4, below.

Notwithstanding the foregoing provisions of this Section 7.1.2, TPL may immediately terminate this Agreement and pursue remedies under Section 7.2, below, upon written notice to Client by TPL, in the event that Client requests or engages in any action which TPL deems to be unethical, illegal, or otherwise not conforming with the professional standards expected in the therapy professions.

7.2 Remedies.

Upon the termination of this Agreement for any reason, all amounts owed by Client to TPL having accrued prior to termination shall be due in accordance with the provisions of Section 6.5 of this Agreement, above.

Upon the termination of this Agreement by mutual agreement of the Parties, and unless a different arrangement is agreed to in writing by the Parties, Client shall only owe TPL for Services through the termination date, and Client shall not owe TPL for any Services that, but for the termination, would have been provided for the remainder of the Term.

In no event will TPL be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement, or the Services provided hereunder, whether in contract or tort or otherwise, even if TPL knew or should have known of the possibility of such damages. TPL's cumulative liability relating to this Agreement shall not exceed the actual fees paid by Client to TPL during the school year for three (3) months immediately preceding the date on which the breach occurred; provided that such amount shall under no circumstances exceed Ten Thousand Dollars (\$10,000.00). Client acknowledges that this agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations TPL would not enter into this Agreement.

PART 8 — MISCELLANEOUS

8.1 Entire Agreement.

This Client Service Agreement, together with any documents incorporated herein by reference, constitute the entire understanding between the Parties.

8.2 Severability.

The provisions of this Agreement are severable. If a court determines any provision of the Agreement to be illegal or unenforceable in any way, the remaining provisions will remain in full force and effect. It is the intention of the Parties that the Agreement be enforced to the fullest extent permitted by law.

8.3 No Waiver.

A waiver of a breach of any term of this Agreement will not be considered a waiver of a further breach of the same term or a waiver of a breach of any other term.

8.4 Amendment/Modification.

The Parties can amend this Agreement only by a written document signed by both Parties.

8.5 Non-Assignment.

Unless otherwise permitted herein, a Party cannot assign this Agreement or any right or obligation under this Agreement without the written consent of the other Party.

8.6 Successors and Assigns.

If this Agreement is properly assigned, then it will bind and benefit the successors and assigns of the Parties.

8.7 Titles and Headings.

Titles and headings are inserted in this Agreement for reference purposes only and must not be used to interpret the Agreement.

8.8 Attorney Review.

The Parties: (1) have consulted with their attorneys; (2) have read and understood the Agreement; and (3) sign the Agreement on their own free will.

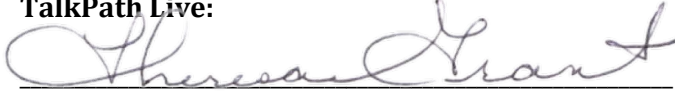
8.9 Counterparts.

This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Agreement. All of the counterparts will be considered one document and become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other.

PART 9 — SIGNATURES

TO EVIDENCE THEIR INTENT to enter into and be bound by this Agreement, the Parties, through their duly authorized representatives, have signed it on the dates listed below:

TalkPath Live:



Date: 12/9/2024

Printed Name: Theresa Grant

Title: Chief Program Development Officer

Western Gateway Elementary School

Date: _____

Printed Name: _____

Title: _____

ADDENDUM A: TalkPath Live Service Menu and Pricing for School-Year 2024-2025

TALKPATH LIVE - CORE SERVICE MENU						
Service	Rate per Hour	3% Discount Rate per Hour	Rate per Student, Per Hour	3% Discount Rate per Student, Per Hour	Flat Fee	3% Discount Flat Fee
SPEECH-LANGUAGE SERVICES						
Speech-Language Therapy: Individual	\$85.00	\$82.45				
Speech-Language Therapy: Group of 2			\$70.00	\$67.90		
Speech-Language Therapy: Group of 3			\$65.00	\$63.05		
Speech-Language Therapy - Bilingual: Individual (Including ASL)	\$91.00	\$88.27				
Speech-Language Therapy - Bilingual: Group of 2			\$76.00	\$73.72		
Speech-Language Therapy - Case Management	\$85.00	\$82.45				
Speech-Language Therapy - Meeting Attendance	\$85.00	\$82.45				
Speech-Language Assessment					\$383.00	N/A
Speech-Language Assessment - Bilingual					\$540.00	N/A
Speech-Language Screening	\$85.00	\$82.45				
Speech-Language Screening - Bilingual	\$90.00	\$87.30				
Speech-Language Review of Records					\$278.00	N/A
Speech-Language - Progress Report Writing	\$85.00	\$82.45				
Dyslexia Services	\$85.00	\$82.45				
Dyslexia Services: Group of 2			\$70.00	\$67.90		
Dyslexia Services: Group of 3 or More			\$65.00	\$63.05		
Dyslexia Services - Bilingual	\$91.00	\$88.27				
Dyslexia Services - Bilingual: Group of 2			\$76.00	\$73.72		
MENTAL HEALTH/SOCIAL WORK SERVICES						
Mental Health/Social Work Services: Individual	\$85.00	\$82.45				
Mental Health/Social Work Services: Group of 2			\$70.00	\$67.90		
Mental Health/Social Work Services: Group of 3			\$65.00	\$63.05		
Mental Health/Social Work Services - Bilingual: Individual	\$91.00	\$88.27				
Mental Health/Social Work Services - Bilingual: Group of 2			\$76.00	\$73.72		
Mental Health/Social Work Services - Meeting Attendance	\$85.00	\$82.45				
Mental Health/Social Work Services - Assessment					\$385.00	N/A
Mental Health/Social Work Services - Assessment - Bilingual					\$540.00	N/A
Mental Health/Social Work Services - Screening	\$85.00	\$82.45				
Mental Health/Social Work Services - Screening - Bilingual	\$91.00	\$88.27				
Mental Health/Social Work Services - Review of Records					\$278.00	N/A
Mental Health/Social Work Services - Progress Report Writing	\$85.00	\$82.45				
Board Certified Behavior Analyst (BCBA)	\$111.00	\$107.67				
Behavior Intervention Plan Implementation	\$85.00	\$82.45				
Behavior Intervention Plan Development (BID) or Functional Behavioral Analysis (FBA)	\$111.00	\$107.67				
OCCUPATIONAL THERAPY SERVICES and PHYSICAL THERAPY SERVICES						
Occupational/Physical Therapy Services: Individual	\$94.00	\$91.18				
Occupational/Physical Therapy Services: Group of 2			\$79.00	\$76.63		
Occupational/Physical Therapy Services - Bilingual: Individual	\$100.00	\$97.00				
Occupational/Physical Therapy Services - Bilingual: Group of 2			\$85.00	\$82.45		
Occupational/Physical Therapy Services - Meeting Attendance	\$94.00	\$91.18				
Occupational/Physical Therapy Assessment					\$420.00	N/A
Occupational/Physical Therapy Assessment - Bilingual					\$520.00	N/A
Occupational/Physical Therapy - Screening	\$94.00	\$91.18				
Occupational/Physical Therapy - Screening - Bilingual	\$100.00	\$97.00				
Occupational/Physical Therapy - Review of Records					\$290.00	N/A
Occupational/Physical Therapy - Progress Report Writing	\$94.00	\$91.18				
Adapted Physical Education: Individual	\$94.00	\$91.18				
Adapted Physical Education: Group of 2			\$79.00	\$76.63		
Adapted Physical Education: Group of 3			\$74.00	\$71.78		
Adapted Physical Education - Review of Records	\$94.00	\$91.18				
Adapted Physical Education - Progress Report Writing	\$94.00	\$91.18				
Adapted Physical Education - Meeting Attendance	\$94.00	\$91.18				
Adapted Physical Education - Assessment	\$94.00	\$91.18				
PSYCHOLOGICAL SERVICES						
School Psychologist	\$120.00	\$116.40				
School Psychologist - Bilingual	\$130.00	\$126.10				
Psychoeducational Assessment					\$1,300.00	N/A
Psychoeducational Assessment - Bilingual					\$1,465.00	N/A
Psychoeducational - Review of Records					\$525.00	N/A
Psychoeducational - Review of Records - Bilingual					\$650.00	N/A
School Psychology - Progress Report Writing	\$120.00	\$116.40				
Academic Assessment					\$350.00	N/A
Academic Assessment - Bilingual					\$525.00	N/A
Educational Diagnostician	\$100.00	\$97.00				
Educational Diagnostician - Psychoeducational Evaluation					\$1,000.00	N/A
Educational Diagnostician - Bilingual	\$110.00	\$106.70				
Educational Diagnostician - Psychoeducational Evaluation - Bilingual					\$1,210.00	N/A
Educational Diagnostician - Review of Records					\$495.00	N/A
Educational Diagnostician - Review of Records - Bilingual					\$600.00	N/A
ADDITIONAL SERVICES						
Service	Rate per Hour	3% Discount Rate per Hour	Flat Fee	3% Discount Flat Fee		
Audiology Service	\$90.00	\$87.30				
Visual Impairment Services	\$90.00	\$87.30				
AAC Evaluation – For up to Six Hours Per Evaluation (Additional Time Billed Hourly)	\$90.00	\$87.30	\$550.00	N/A		
AAC Evaluation – Bilingual - For up to Six Hours Per Evaluation (Additional Time Billed Hourly)	\$96.00	\$93.12	\$625.00	N/A		
Assistive Technology Services	\$85.00	\$82.45				
Scheduling	Based on Hourly Rate by Discipline	Based on Hourly Rate by Discipline				
Translator Services	Based on Hourly Rate by Discipline	Based on Hourly Rate by Discipline				
Emergency Services	\$110.00	\$106.70				
External Camera (Basic Model)			\$40.00	N/A		
Document Camera			\$100.00	N/A		
Occupational Therapy Kits			\$50.00	N/A		

ADDENDUM B:
Consent for the Delivery of Teletherapy Evaluation Services



Consent to Evaluate

Name of Student: _____ Date of Birth: _____

School: _____ Grade: _____

Evaluation Requested For (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Speech-Language Therapy | <input type="checkbox"/> Academic |
| <input type="checkbox"/> Occupational Therapy | <input type="checkbox"/> Psychoeducational |
| <input type="checkbox"/> Physical Therapy | <input type="checkbox"/> Educational Diagnostic |

Reason for Evaluation:

I, _____, the parent/legal guardian of
_____, authorize the above evaluation(s) to
be provided for my child. I understand that this assessment(s) may be conducted virtually using a
private and secure video connection and that results and recommendations will be discussed
with me following the evaluation(s).

Name of Parent/Guardian: _____

Relationship to Student: _____

Address: _____

Phone: _____

Signature

Date

talkpathlive.com • 855-274-9582

103 Carnegie Center, Suite 104 • Princeton, NJ 08540 | Mailing Address: P.O. Box 1753 • Voorhees, NJ 08043



TALKPATHLI

SERDE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Secret Insurance Agency LLC 409 Minnisink Road Suite 104 Totowa, NJ 07512	CONTACT NAME:	
	PHONE (A/C, No, Ext): (973) 812-7327	FAX (A/C, No): (973) 200-0052
INSURED PrentGraf, LTD d/b/a Talk Path Live PO Box 1753 Voorhees, NJ 08043	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Casualty Insurance Company	14376
	INSURER B : Houston Casualty Company	42374
	INSURER C : Swiss Re Corporate Solutions America Insurance Corporation q	29874
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2248226	8/13/2024	8/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2248226	8/13/2024	8/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			S 2248226	8/13/2024	8/13/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liabili			H24MSS21079-03	8/13/2024	8/13/2025	Aggregate 3,000,000
C	Cyber Liability			C-4MQ8-454580-CYBER-2024	8/13/2024	8/13/2025	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

****Note:** Professional Policy #H24MSS21079-03 includes policy aggregate of \$3,000,000 and a Sexual Misconduct/Abuse Liability at \$100,000 sublimit.

CERTIFICATE HOLDER

CANCELLATION

Western Gateway Elementary School 1300 SW 15th Street Oklahoma City, OK 73108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Stanley W. Haddock</i>



Recommendation: Postpone Approval Until After Completion of Medicaid Audit

Background: The Oklahoma Health Care Authority (OHCA) is currently auditing 12 school districts to assess Medicaid billing and reimbursement processes. Of these districts, 6 are clients of Public Consulting Group (PCG), while the other 6 handle billing independently. The audit is expected to be completed by January.

Current Medicaid Reimbursement Status:

- Our school has approximately **18 students eligible** for Medicaid reimbursement for Occupational Therapy (OT) and Speech services.
- This could result in an estimated **\$7,500** in reimbursements (FMAP), assuming 100% parent consent is obtained.
- The 24-25 WGES purchase order for Speech and OT services is **\$60,000**.
- **FMAP Rate:** The current FMAP rate is **68.02%** (updated annually in October).
- **PCG Fees:** PCG charges a **10% fee** based on the district's portion of the FMAP.

Speech and OT Services Budget for 2024-2025:

- The **24-25 WGES purchase order for Speech and OT services** is **\$60,000**.

This figure reflects the cost of providing these services to eligible students, but the actual reimbursement we receive could help offset a portion of this expense.

Upcoming Billing Changes:

- PCG will soon begin billing for additional services, including:
 - **Counseling**
 - **Nursing**
 - **Personal Care Services**
 - **Plans of Care** such as Individual Health Plans (IHPs), Behavioral Health Plans, 504 Plans, and others.
- If the school participates in Medicaid Administrative Claiming (MAC), it could generate an additional **\$2,500–3,000** in reimbursements.

Recommendation: Given the ongoing OHCA audit and the upcoming changes to Medicaid billing processes, it is recommended that the board **postpone approval** of any decisions related to Medicaid billing or reimbursement participation until after the audit is completed and we have further clarity on potential changes or additional revenue. This will allow the district to make informed decisions based on the final audit results and the most up-to-date information.

Next Steps:

- Await completion of the OHCA audit by **January**.
- Review the findings of the audit and assess the impact on our Medicaid reimbursement process.
- Consider participation in new billing opportunities, including MAC, once we have complete information.

Conclusion: Postponing approval until after the audit will ensure that the school district is fully informed about any potential changes or impacts to Medicaid reimbursements and services.

RESOLUTION OF THE BOARD OF DIRECTORS
WESTERN GATEWAY ELEMENTARY SCHOOL

WHEREAS, the State Charter School Board (SCSB) requires that one (1) member of charter school boards shall be a parent, grandparent, or legal guardian of a student currently or previously enrolled in the Charter School; and

WHEREAS, Western Gateway Elementary School (WGES) seeks to maintain compliance with all SCSB requirements and values the perspective of family members in school governance; and

WHEREAS, the Board recognizes the importance of establishing clear guidelines for this position to ensure continued eligibility and broad participation opportunities;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Western Gateway Elementary School that:

1. The Board hereby establishes a designated board seat to be filled by a parent, grandparent, or legal guardian of a current or former WGES student, in accordance with SCSB requirements.
2. This designated board seat shall: a) Be maintained as long as required by the SCSB and/or deemed appropriate by the Board; b) Carry a one-year term of appointment to ensure ongoing eligibility of the appointee; c) Be eligible for renewal if the incumbent continues to meet the required criteria and receives Board approval.
3. The process for filling this position shall be as follows: a) The WGES Parent Teacher Association (PTA) shall nominate three (3) qualified candidates for Board consideration; b) Additional interested persons meeting the eligibility criteria may submit their names directly to the Board for consideration; c) The Board shall review all candidates and make the final appointment decision.
4. This resolution shall take effect immediately upon its adoption.

ADOPTED this ____ day of _____, 2024.

Board Chair

Board Secretary

ATTEST: I hereby certify that the foregoing Resolution was adopted by the Board of Directors of Western Gateway Elementary School at a duly called meeting on the ____ day of _____, 2024, at which a quorum was present and voted.

Board Secretary

WESTERN GATEWAY ELEMENTARY SCHOOL COMMUNICATIONS POLICY

This Communications Policy is intended to ensure that communications between Western Gateway Elementary School (“WGES”) Board of Directors, staff, WGES families, and other interested members of the community are handled appropriately and in a manner that best serves WGES.

The WGES Board recognizes that potential problems and conflicts can be avoided by having a clear policy that addresses both internal and external communications. It is also important that the roles and responsibilities of the Board and staff are outlined to facilitate effective communication between and among the Board, staff, families, and other parties. All Board members and staff are expected to be courteous in all communications.

As general guidance, it is important that the Board speaks with one voice or not at all. This does not imply that there has to be unanimity or lack of diversity, but when a vote is taken or a policy developed, each member of the Board acts and supports the decision made, until it is changed by the Board.

Communications between Board Members at Meetings of the Board

Board members should communicate in an open and constructive manner during meetings of the Board and committee meetings. Board members shall not use inappropriate language, body language, or verbal tone during their debate of the issues. Any actions or comments designed to insult, demean, or attack any member of the Board, staff or general public shall be strictly prohibited. Board and committee members shall not discuss or communicate confidential proceedings of the Board outside the meeting, this prohibition includes e-mail, texting, anonymous posting on social media or other internet platforms, and other forms of communication.

WGES Board meetings are public, and Board and WGES staff shall be courteous and welcoming to invited guests and any members of the community who choose to attend Board meetings.

Communications between Board Members Outside of Meetings of the Board

Any Board member may contact the Board Chairperson, or in their absence or unavailability, the Vice-Chairperson, regarding issues of interest or concern to WGES. Board members are to contact the Board Chairperson if they wish to have specific issues discussed by the Board, so that these items can be added to the Board meeting agenda.

The WGES Superintendent will be responsible for drafting and publishing an agenda of items to be discussed at the Board’s regularly-scheduled meetings, in accordance with all applicable Open Meeting requirements. The WGES Superintendent will provide the agenda to the Board’s designated liaison for comment and approval of the agenda, in advance of the statutory publication deadline. Once the agenda has been approved by the Board liaison, it may be posted and published in accordance with the Oklahoma Open Meetings Act.

Communications between WGES Community and Board Members

WGES is appreciates and encourages open communication between the WGES community and the WGES Board. All Board meetings are open to the public, and WGES community members are encouraged to attend if they choose.

If there are any concerns regarding the WGES community, student incidents or issues that took place on school premises or that involve members of the school community, facility safety or maintenance issues, or any other issues that need to be considered and/or addressed at governance meetings, WGES community members are encouraged to reach out to the WGES Board at the email address posted on WGES' website.

Any WGES community member who wishes to address an agenda-related topic at a regularly scheduled business meeting are required to complete a Public Comments Sign-up Form before the Board meeting convenes. These forms will be available in the office and must be submitted to the Superintendent before the meeting convenes. Public comments must pertain to a topic listed on the agenda for the meeting when comments are made.

Communications between WGES Staff and Board Members

WGES is best served through open communication between WGES staff and the WGES Board. The Superintendent will demonstrate accountability and transparency by proactively and timely providing the Board all data and information relevant to the School's mission, without waiting for such information or data to be requested.

Such relevant information that should be proactively provided by the Superintendent includes, but is not limited to, all school testing data; enrollment/disenrollment information; grievances by staff, families, or other members of the WGES community; significant student disciplinary incidents or issues, any incident reports or information about incidents that took place on school premises or that involve members of the school community that may involve press inquiries, notification to WGES' insurance carrier, and/or require no a risk-management response; staff employment decisions (hiring, termination, notable disciplinary matters); facility safety or maintenance issues, and all similar data and information that may help educate Board members as to issues that need to be considered and addressed in governance meetings.

If a Board member needs substantive information or assistance to conduct due diligence regarding the administration of WGES, their primary contact will be the Superintendent. Board members may contact other members of the WGES administrative staff directly, as they deem appropriate.

The Superintendent will communicate with the Board Chairperson and other members of the Board between meetings, if and when issues arise that require immediate attention.

If the Superintendent or member of the WGES staff experiences any issues or problems with a WGES Board member, the Superintendent should immediately alert the Chairperson, unless the Chairperson is the problem, in which case the Superintendent may alert the Vice-Chairperson or another officer.

Communications between WGES Staff and an External Third Party

If the WGES Superintendent or other member of staff is asked to make a presentation to external groups, the staff member must indicate that he or she is not speaking on behalf of WGES, unless they have specifically been authorized to do so by the Board. WGES staff shall be respectful of the Board, its policies, and its decisions in all external communications, even if the WGES staff member disagrees with the Board's decision(s).

To ensure accuracy of WGES materials which are prepared by WGES staff for publication, adoption as a school policy, plan or procedure, grant application, accreditation, reporting to any state or federal entity,

and/or general distribution, and to avoid any conflicting messages or appearance of conflicts, the WGES Superintendent and staff must provide all such draft materials to the Board prior to a regularly-scheduled Board meeting (or emergency Board meeting, if necessary) for review and approval prior to distribution or publication to any third party.

Communications between a Board Member and an External Third Party

If a Board member is asked to make a presentation to external groups, the Board member must indicate that he or she is not speaking on behalf of WGES, unless the Board member has specifically been authorized to do so by the Board. Board Members shall be respectful of the Board, its policies, and its decisions in all external communications, even if the Board member disagrees with the Board's decisions.

To ensure accuracy of materials related to WGES which are prepared by Board members for publication or general distribution, and to avoid any conflicting messages or appearance of conflicts, Board members should generally provide such materials to the Board for review and approval prior to internal or external distribution or publication.

Communications between Board Members/Staff and the Media

In general, the Superintendent and the Board Chairperson or their designee are the only two individuals authorized to speak on behalf of WGES. The primary media contact for WGES will be the Superintendent. When a statement from the Board is required, the Board Chairperson will serve as the spokesperson for WGES. If the Board Chairperson is unavailable, the Chairperson will appoint a liaison to serve as the spokesperson.

Should the media inquiry be regarding a crisis of any sort, Board members and WGES staff will refer all media inquiries to the Board Chairperson and Superintendent, who will work together to respond to the crisis.



**WESTERN GATEWAY ELEMENTARY SCHOOL
BOARD MEETING PUBLIC COMMENT SIGN-UP FORM**

REMINDER: THIS FORM MUST BE SUBMITTED TO THE WGES SUPERINTENDENT BEFORE THE BOARD MEETING BEGINS.

MEETING DATE: _____

NAME: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

HOW ARE YOU INVOLVED IN THE WGES COMMUNITY? PLEASE CIRCLE AT LEAST ONE OPTION BELOW.

STUDENT

PARENT

TEACHER

ADMIN STAFF

COMMUNITY MEMBER

OTHER

WHICH AGENDA ITEM ARE YOU HERE TO ADDRESS?

IMPORTANT GUIDELINES TO KEEP IN MIND:

WGES appreciates and encourages open communication between the WGES community and the WGES Board. All Board meetings are open to the public, and WGES community members are encouraged to attend if they choose.

If there are any concerns regarding the WGES community, student incidents or issues that took place on school premises or that involve members of the school community, facility safety or maintenance issues, or any other issues that need to be considered and/or addressed at governance meetings, WGES community members are encouraged to reach out to the WGES Board at the email address posted on WGES' website.

Any WGES community member who wishes to address an agenda-related topic at a regularly-scheduled business meeting is required to complete a Public Comments Sign-up Form before the Board meeting begins. These forms will be available in the office and must be

submitted to the Superintendent before the meeting begins. Public comments must pertain to a topic listed on the agenda for the meeting when comments are made.