Norman Public Schools
Regular Meeting of the Board of Education
Monday, April 22, 2024 6:00 PM
Dr. Joseph N. Siano Administrative Services Center Room A
131 S Flood Avenue
Norman, OK 73069
Live Stream Link: http://www.tinyurl.com/normanboe

Agenda

The Board may discuss, make motions, and vote on all matters appearing on the agenda. The vote may be to adopt, reject, table, reaffirm, rescind, or to take no action on any item. Any person with a disability who needs special accommodations to attend the Board of Education meeting should notify the Clerk of the Board at least 24 hours, if possible, prior to the scheduled time of the Board meeting. The telephone number is 405-366-5872. At the time and place designated, the Board will consider and act upon the matters set forth on this Agenda as follows:

{{Name: Agenda Item Name}} {{Goals: Agenda Item Strategic Plan}}

I. **Call to Order and Establish a Quorum**
Procedural Item

II. **Pledge of Allegiance**
Procedural Item

III. **Special Agenda Items Presented by Dr. Nick Migliorino**
Action Item
1. Swearing-in of the newly elected School Board Member for Office #4
2. The first meeting following the annual election is the appropriate time for the reorganization of the Board and the election of the following positions for a term of one (1) year and until a successor is elected and qualified.
   a. Election of Board of Education Vice President
   b. Election of Board of Education President
   c. District Staff Required by Oklahoma State Law
   (1) Clerk of the Board and Minute Clerk,
   (2) Deputy Clerk of the Board and Minute Clerk,
   (3) Second Deputy Clerk of the Board and Minute Clerk,
   (4) Encumbrance Clerk,
   (5) Deputy Encumbrance Clerk,
   (6) Treasurer and
   (7) Deputy Treasurer

IV. **Awards Presentations**
Information Item

A. Sodexo's District Level Future Chefs Challenge
Presented by Stephanie Williams Lauren Stuart, Sodexo
1st Place and the District Level Winner - Ivan Munoz-Cardenas Jackson Elementary 4th grade
(Each district winner's recipe is entered into the National Challenge)
2nd Place - Arthur Koller Eisenhower 4th grade
3rd Place - Emersyn Lopez Roosevelt Elementary 5th grade

B. Oklahoma Academic All-State Awards - Presented by Stephanie Williams, Hallie Wright and Dr. Kim Garrett

Norman North High School	Norman High School
Serena Feng	Philip Redwine
Elianna Huang	Willa Madsen
Ridwan Siddique	
Elias Sikavitsas	

C. 2024 State DECA Awards - Norman North High School - Presented by Dr. Kim Garrett and Jamie Wilson

1st Place	2nd Place
Alyssa Pool -Buying and Merchandising Team Decision Making	Nathan Smith -Business Law & Ethics
Morgan Pool -Buying and Merchandising Team Decision Making	Sohail Hami -Business Law & Ethics
Charlie Balthrop -Automotive Services Marketing	Presley Neidel -Hospitality Services Team Decision Making
Rewdan Tucci -Quick Serve Restaurant Management	Miley Neidel -Hospitality Services Team Decision Making
	James Mayfield -Sports & Entertainment Marketing Team Decision Making
	Collin Foreman -Sports & Entertainment Marketing Team Decision Making

Rewdan Tucci -Restaurant & Food Services Management
Dekan Myers -Hospitality & Tourism Operations Research
Mason Phillips -Hospitality & Tourism Operations Research
Brady Fisher -Financial Literacy Project
Jason Jenkins -Financial Literacy Project

Sohail Hami -Human Resources Management
Nathan Smith -Sports & Entertainment Marketing
Anthony Garza -Community Giving Project
McCartney Holmes -Community Giving Project

3rd Place

Gavin Williams -Sales Project
Kross McGowen -Sales Project
Brady Fisher -Personal Financial Literacy

4th Place

Mason Phillips -Place Retail Merchandising
Ethan Dyer -Place Accounting Applications

5th Place

Ethan Dyer -Principles of Finance
Collin Foreman -Business Services Marketing
Colby Pearce -Entrepreneurship
Sarah Shuman -Personal Financial Literacy
Bridget Liu -Hospitality & Tourism Operations Research
Mia Giron -Hospitality & Tourism Operations Research
Owen Myers -Hospitality & Tourism Operations Research

6th Place

Mariel Carvallo -Community Awareness Project
Jason May -Business Finance
Jason Jenkins -Hotel & Lodging Management
Antoni Lompart -Restaurant & Food Services Management

7th Place

William Zheng -Quick Serve Restaurant Management
Sydney Rice -Travel & Tourism Team Decision Making
Carlie Woodrow -Travel & Tourism Team Decision Making

8th Place

Jack Velunza -Business Finance

D. Years of Service Awards - Presented by Holly Nevels

15 Years of Service

Jamie Medina, Alcott Middle School
Gordon Russell, Central Services
Danielle Eikel, Eisenhower Elementary
Beth Roberson, Health Services
Connie Offenburger, Irving Middle School
Amy Donahue, Jackson Elementary
Leigh Mchale, Jackson Elementary
Michelle Bennett, Jefferson Elementary
Shaunice Luke, Longfellow Middle School
Candace Struble, Longfellow Middle School
Amber Koch, Madison Elementary
Buffy Meiser, Madison Elementary
Erin Attaway, Monroe Elementary
Andrea Anthony, Norman High School
Elizabeth Hoggatt, Norman High School
Tammy Jensen, Norman High School
Kimberly Williams, Norman North High School
Sherri Jones, Norman North High School
Donnella Bills, Special Services
Sari Coggburn, Truman Primary
Sheri Dupler, Truman Primary
Gina Stanley, Washington Elementary
Geovanni Claros, Whittier Middle School
Kristin Baumann, Wilson Elementary
Erin Hassen, Wilson Elementary

20 Years of Service

Erin Worster, Adams Elementary
Dawn Cahill, Administration Services
Lou Krattiger, Eisenhower Elementary
Thomas Pender, Fine Arts
Jason Millican, Longfellow Middle School
Richard Maynes, Monroe Elementary
Brain Aylor, Norman North High School
Julie Klingensmith, Norman High School
Elizabeth Howell, Norman North High School
Martha Maeder, Norman North High School
Dynah Pittard, Norman North High School
Yasmin Hoover, Roosevelt Elementary
Jill Porter, Roosevelt Elementary
Eugenia Henderson, Special Services
Rasheed Mustafa, Transportation
Kimberley Schooler, Truman Elementary
Jason Williams, Warehouse
Sally Salmons, Washington Elementary
Francisca Jensen, Wilson Elementary
Amy Szarka, Wilson Elementary

25 Years of Service

Patricia Thomason, Adams Elementary
Teresa Beale, Cleveland Elementary
Clinette Franks, Irving Middle School
Lisa Wright, Jefferson Elementary
Lori Adams, Lakeview Elementary
Deborah Baskeyfield, Lakeview Elementary
Beth Gilberg, Lincoln Elementary
Stephanie Fowler, Madison Elementary
Kelly Stone, Norman High School
Wendy Fugate, Norman North High School
Ladonna Martin, Norman North High School
Kara Martinsen, Norman North High School
Aaron Mcgoldrick, Norman North High School
Richard Sondag, Norman North High School
Caryn Short, Roosevelt Elementary
Gayla Mears, Special Services
Wendi Stripling, Special Services
Laura Collins, Wilson Elementary

30 Years of Service

Deborah Hill, Dimensions Academy
Pamela Bruton, Jackson Elementary
Kristen Coffman, Jefferson Elementary
Sara Magee, Jefferson Elementary
Dana Stair, Jefferson Elementary
Jamie Johnson, Monroe Elementary
Chris Yohn, Norman North High School
Mark Osborn, Professional Development
Douglas Gillis, Truman Elementary
Tom Menzie, Washington Elementary
Curtis Boyer, Wilson Elementary

35 Years of Service

Cheryl Roberts, Alcott Middle School
Lynda Kutt, Dimensions Academy
Mary Neff, Madison Elementary
Norman Ting, Monroe Elementary
Beth Freihofer, Norman North High School
Dina Kincaid, Norman North High School
Sheryl Schmidt, Norman North High School
Lucy Lanning, Truman Elementary

V. Public Communications

Procedural Item

This is an open, public meeting held in accordance with the Open Meeting Laws of the State of Oklahoma. The purpose of this meeting is to conduct the business of the Norman School District. As elected representatives of the voters and patrons of the District, the members of the Board of Education will be making decisions concerning the operation of the District. The agenda for Regular Meetings includes an opportunity for the public to address any item appearing on the agenda. Members of the public wishing to speak must sign in with the Clerk of the Board prior to the convening of the Board meeting. Statements to the Board by the public are limited to no more than 3 minutes per speaker. The Board reserves the right to limit repetitive comments, comments unrelated to the business of the Board or the total amount of time dedicated to public comment in a single evening. Board members cannot respond to questions or comments during public communications but the Board President may refer matters of concern to the Superintendent for review and recommendations.

VI. Disposition of Routine Business by Consent Action

Action Item

The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent docket and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent docket, i.e., minutes to be submitted for approval; purchase orders to be submitted for acceptance; purchase request for approval; financial report; proposed transfer of funds between activity accounts; and fund raising event listing, by appointment, may be examined at the Office of the Clerk of the Board of Education at the Administrative Services Center at 131 South Flood Avenue, Norman, Oklahoma, at any time during regular business hours, which are Monday-Friday 7:45 AM-4:15 PM

A. **Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2023-2024)**
Consent Item

B. **Minutes for the Regular Meeting of the Board of Education on March 11, 2024**
Consent Item

C. **Purchase Requests**
Consent Item
1. Paint, repair, and texture walls for classrooms at Alcott from Advanced Commercial Painting LLC
2. Paint, repair, and texture walls for All School Performing Arts Auditorium from Advanced Commercial Painting LLC

D. **Treasurer's Report for the period through March 31, 2024**
Consent Item

E. **Investment Report (presented for information only)**
Consent Item
1. 2023A Lease Revenue Funds
2. 2023C Lease Revenue Funds
3. Bank of Oklahoma Funds

F. **Certified Personnel Report and Recommendations - See Attachment "A" (posted with the agenda)**

Consent Item

G. **Support Personnel Report and Recommendations - See Attachment "B" (posted with the agenda)**

Consent Item

H. **Activity Fund Raising Reports with Proposed Events**

Consent Item

1. Norman High School - French Honor Society
2. Norman High School - Student Council and Tigerpalooza
3. Norman High School - Heritage Clubs
4. Norman North High School - FCCLA
5. Norman North High School - FCCLA
6. Irving Middle School - Cheer
7. Jackson Elementary School - Students
8. McKinley Elementary School - 5th Grade
9. McKinley Elementary School - 5th Grade

I. **Agreements, Contracts and Renewals for Fiscal Year 2024-2025**

Consent Item

1. **EDUCATIONAL SERVICES - (Holly McKinney)**

a. Derivita Software as a Service Agreement for student software license
b. FastBridge Learning Software Agreement from Illuminate Education Inc
c. AlphaBest Education, Inc. Before and After School Child Care Service Agreement Extension Addendum

2. **EDUCATIONAL SERVICES - MEDIA SERVICES (Amanda Kordeliski)**

a. Library Automation Services Agreement with Pioneer Library System
b. Canva for Education Subscription Service Agreement

3. **PROFESSIONAL DEVELOPMENT SERVICES (Sarah Seymore)**

a. Instructional Empowerment, Inc. dba Learning Services International dba Marzano Evaluation Center iObservation Subscription Agreement

4. **OPERATIONAL SERVICES (Justin Milner)**

Operations

a. Board of County Commissioners Interlocal agreement pertaining to the creation or maintenance of streets or driveways which are continuations or connecting links in the state or county highway system
b. Board of Regents of the University of Oklahoma Temporary Classroom Building Ground Lease Agreement
c. EightTwenty Oklahoma, LLC, and Brightwell Capital Partners, LLC Energy Management Service Agreement
d. Facilitron, Inc. Online Facilities Rental Storefront Agreement
e. MA+ Architecture On-Call Services Agreement and Supplemental Schedule
f. Oklahoma Electric Cooperative Memorandum of Sublease Agreement and Ground Lease Agreement
g. Tech Trep Academy Services Agreement for Personalized Educational Programs
h. Touchstone Management Agreement for Property Management Services
i. Walker Companies Agreement for Services

Emergency Management

a. The Board of Regents of the University of Oklahoma Emergency Preparedness and Response Memorandum of Understanding

Facilities Management

a. Advanced Commercial Painting, LLC Master Service Subcontractor Agreement
b. Panco Service Agreement for Annual Maintenance
c. Schindler Elevator Corporation Service Agreement for Elevator Inspections and Maintenance
d. Streets LLC, Mechanical Contractors Parts and Services Agreement
e. Sal's Decorative Concrete Services Price Rate Agreement
f. Allied Elevator LLC, Service Amended Agreement
g. Allstate Termite and Pest Solutions Agreement for Pest Management Services

Transportation

a. Compliance Resource Group Agreement for Employee Drug Testing
b. Transfinder® Software Systems License and Hosting Agreement

Warehouse

a. Xerox Contract for Large Print Production Printers and Print Services
b. Sumner One Maintenance Agreement for Print Shop Printer

5. **TECHNOLOGY SERVICES (Christy Fisher)**

a. Adopt a Resolution approving the Master Lease Purchase Agreement between Apple Inc. and Norman Public Schools, dated as of March 24, 2024, as modified by the Addendum to the Master Lease Purchase Agreement of the same date for the acquisition of Apple computer equipment, together with the Schedules 2003886043 and 2003768124.
b. Kellogg & Sovereign® Consulting, LLC Resolution for Schools and Libraries Universal Services (E-Rate) for 2024-2025 - This resolution authorizes filing of the Form 471 applications for funding year 2024-2025 and the payment of the applicant's share upon approval of funding and receipt of services
c. United Systems, Inc. Managed Security Protection Services Software Subscription Agreement
d. Second Life Mac Agreement for Technology Buyback
e. Contract Award for the Request for Proposal (RFP) #2024004 to the lowest bidder, Oklahoma Copier Solutions, for District Multi-function Devices pursuant to *61 Okla. Stat. §103(A)*
f. Equipment Lease and Maintenance Agreement with Oklahoma Copier Solutions for District Multi-function Devices

6. **SPECIAL SERVICES (Gayla Mears)**

a. State of Oklahoma Department of Rehabilitation Services (DRS) Transition School-To-Work: Work Study Agreement
b. Moore Public Schools Agreement for IEP Services to provide the student 1 with the special education and related services as identified in the Student's then-current Individualized Education Program (IEP) in order to provide free appropriate public education (FAPE) in accordance with the requirements of the IDEA
c. Moore Public Schools Agreement for IEP Services to provide the student 2 with the special education and related services as identified in the Student's then-current Individualized Education Program (IEP) in order to provide free appropriate public education (FAPE) in accordance with the requirements of the IDEA

7. **ALTERNATIVE EDUCATION (Paul Tryggestad)**

a. Crossroads Youth and Family Services, Inc. and Junior League of Norman, Inc. Educational Services Agreement at Baby Steps

8. **PERSONNEL SERVICES (Holly Nevels)**

a. Linda Parsons/Parsons Education, LLC Agreement for Certified Educational Consulting, Assistance and Support

9. **BUSINESS SERVICES (Brenda O'Brian)**

a. Cotton Gallery, Lt for Sale of Product at Wal-Mart Stores Consent Form
b. Crawford & Associates, P. Engagement Letter for Accounting and Consulting Services
c. Eide Bailly Engagement Letter for Auditing Services for the 2023-2024 school year and related services for the 2024-2025 school year
d. JPMorgan Chase Bank, N.A. Oklahoma Purchasing Card Participation Agreement Renewal
e. Mary E. Johnson and Associates, PLLC, Engagement Letter for Auditing Services for the 2023-2024 school year and related services for the 2024-2025 school year
f. Ohiopyle Prints Inc. for Sale of Product Consent Form
g. Pel Industries, Inc. Consent Form for Sale of Product at Local Retailers
h. Rally House Consent Form for Sale of Product at Local Retailers
i. True Sky Credit Union Agreement for an Affinity Card Program (Visa® Check Card) and Use of School Symbol and Logo
j. Oklahoma Educators Credit Union Agreement for an Affinity Card Program (Visa® Check Card) and Use of School Symbol and Logo

10. **COUNSELING & STUDENT ADVOCACY (Kitrena Hime)**

a. Bethesda, Inc. Services Agreement
b. Committee for Children Contract to provide social emotional learning, bullying prevention and child protection resources and implementation and support services.
c. EVERFI, Inc. Memorandum of Understanding to provide free digital curriculum and

services to Norman Public Schools
d. Project Wayfinder, Inc., Master Services agreement for Curriculum Services
e. Assistance League of Norman Agreement for Operation School Bell

11. **STUDENT SERVICES (Stephanie Williams)**

a. Compliance Resource Group Agreement for Student Drug Testing

12. **ATHLETICS (T.D. O'Hara)**

a. Metro Radio Group, LLC dlb/a KREF SportsTalk 1400 Radio Broadcasting Agreement

J. **Tim Bartos Service Agreement to provide Disc Jockey (DJ) Services at the Celebration of Excellence**
Consent Item

K. **Second Addendum to the 2023-2024 Logan Monks dba Monks Landscaping Management, LLC Service Agreement**
Consent Item

L. **Parkhill Amendment for Surveying and Civil Engineering at Monroe Elementary**
Consent Item

M. **Supplemental Schedule No. 12 for 2024 Irving Middle School South Gym Reroof Project between Norman Public Schools and MIDL Architects, LLC**
Consent Item

N. **Waggoners Heat & Air Inc. Agreement for the Longfellow Middle School, Truman Elementary School, & Washington Elementary School HVAC Package 3**
Consent Item

O. **Change Order #2 Waggoners Heat & Air Inc. Agreement - HVAC Package 1**
Consent Item

P. **Agreement between Norman Public Schools and S.E. Hardesty Co. for Madison Elementary & Roosevelt Elementary HVAC Replacement Package 3**
Consent Item

Q. **Agreement for Engineering and Field Services between Norman Public Schools and Standard Engineering**
Consent Item

R. **Agreement between Coontz Roofing and Norman Public Schools for Madison Elementary School Reroof**
Consent Item

S. **Agreement between Owner (Norman Public Schools) and Contractor (Hellas Construction, Inc.) for Synthetic Track and Turf Field at Norman North High School**
Consent Item

VII. **Additional Agenda Items**
Procedural Item

A. **Schematic Design Phase Update (2023 Bond Issue) for NPS Oklahoma Aviation Academy**
Presented by Justin Milner and Gary Armbruster, MA+ Architecture
Information Item

B. **Motion to Approve the Bid Recommendations and Guaranteed Maximum Price Amendment from Manhattan Construction Company as listed for the Monroe, McKinley and Cleveland Elementary Schools**
Presented by Justin Milner and Jason White, Manhattan Construction Co.
Action Item

C. **Renewal/Continued Employment of all Certified Teachers Currently on a Certified Teacher Contract and not Recommended for Nonrenewal or Dismissal**
Presented by Holly Nevels
Action Item

D. **Review of the Annual Graduation Cohort Report**
Presented by Jennifer Beer
Information Item

E. **Proposed Increase in Meal Prices Beginning with the 2024-2025 School Year**
Presented by Tyler Jones
Action Item

Legal compliance with action required to alter school lunch pricing. The Board will be requested to approve a $.10 price increase for school lunches for 2024-25.

VIII. **New Business: New business refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 § 311(A)(9).**
Procedural Item

IX. **Administrative Staff Reports**
Procedural Item

X. **Board of Education Reports**
Procedural Item

XI. **Proposed Executive Session**
Action Item
Vote to enter into Executive Session pursuant to *25 Okla. Stat. § 307(B)(1) and (B)(7)* to discuss the Re-employment and/or re-assignment of the Site principals (Elementary, Middle, and High School) for the 2024-2025 school fiscal year - See Attachment "C" (posted with the agenda), after which the Board will reconvene in open session to vote on this matter.

XII. **Vote to Return to Open Session**
Action Item

XIII. **Statement of Executive Session Minutes**
Information Item

XIV. **Vote regarding the re-employment and/or re-assignment of the site principals (Elementary, Middle, and High School) for the 2024-2025 school fiscal year as listed on Attachment "C" and posted as a part of the agenda**
Action Item

XV. **Adjournment**
Procedural Item

Name and Title of Person Posting this Notice and Agenda:
Cathy Sasser, Board Clerk, Board of Education

_____
Signature

CERTIFICATE OF POSTING

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District No. 29 of Cleveland County, Oklahoma, hereby certify that I posted a true and correct copy of the foregoing Public Notice and Agenda at the Dr. Joseph N. Siano Administrative Services Center Room A, 131 South Flood Avenue, in the City of Norman, on the_____ day of _____, 2024, at _____ o'clock ____.M.

_____
Cathy Sasser, Board Clerk, Board of Education
(Seal)

Memorandum

To: Cathy Sasser, Clerk of the Board

From: Janine Warren

Date: April 22, 2024

Re: Purchase Order History (Board Meeting 04/22/24)

Report Period: 03/05/24 to 04/15/2024

Fiscal Year 24:

Purchase Orders: #24006812 - #24008123

General Fund	$ 1,798,142.20
Building Fund	1,079,250.00
Child Nutrition	14,904.08
Bond Funds	177,985.28
Sinking Funds	-
Trust Funds	7,209.85
School Activity Fund	336,272.72

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 03/05/2024 TO 04/15/2024 CURRENT YEAR POs

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Line Description
DETAILS FOR ACCOUNT: 11.0000.00000.030.0000.0000.000.000. WAREHOUSE INVENTORY							
24007021	001	014472	OKLAHOMA ENVELOPE CO LLC	03/12/24	528.00	528.00	3 CARTONS (5 BOX OF 500) SEVILLE
24007110	001	008966	ADMIRAL EXPRESS	03/18/24	490.00	490.00	2 CASE BLUE COPY PAPER @ $130.00
24007975	001	500001	AMAZON MARKETPLACE	04/15/24	122.00	122.00	WAREHOUSE STOCK ONE CASE OF 720 E
					1,140.00	1,140.00	
DETAILS FOR ACCOUNT: 11.0002.52199.810.0239.0000.000.089. DUES AND FEES							
24007305	001	000132	SPECIAL OLYMPICS OKLAHOMA INC	04/01/24	400.00	400.00	COMPETITION REGISTRATION FEES FOR
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0003.51000.320.0251.1050.000.155. PROFESSIONAL EDUCATION SERVICE							
24007357	001	730018	UNIVERSITY OF OKLAHOMA	04/01/24	75.00	75.00	VISIT FROM SOONER FLIGHT ACADEMY
					75.00	75.00	
DETAILS FOR ACCOUNT: 11.0003.51000.619.0100.0000.000.504. INSTR-GENERAL OFFICE SUPPLIES							
24007807	001	003088	ESKER, LEAH	04/10/24	19.63	19.63	REIMBURSEMENT FOR WRTING CONTEST
					19.63	19.63	
DETAILS FOR ACCOUNT: 11.0003.51000.619.0100.1050.000.130. INSTR-GENERAL OFFICE SUPPLIES							
24007638	001	001188	WESTCO LAMINATING SERVICES	04/04/24	368.00	368.00	LAMINATE ROLLS - 27' 3ML
					368.00	368.00	
DETAILS FOR ACCOUNT: 11.0003.51000.619.0100.1050.000.135. INSTR-GENERAL OFFICE SUPPLIES							
24007952	001	500000	AMAZON.COM	04/15/24	90.00	90.00	5 PENS @$14.81 EACH = $74.05 2 IN
					90.00	90.00	
DETAILS FOR ACCOUNT: 11.0003.51000.681.0100.1050.000.135. COCURRICULAR SUPPLIES							
24007019	001	500000	AMAZON.COM	03/12/24	200.00	136.13	CLASSROOM SUPPLIES FOR NEW TEACHE
					200.00	136.13	
DETAILS FOR ACCOUNT: 11.0003.51000.681.0100.1050.000.155. INSTR-COCURRICULAR SUPPLIES							
24008103	001	500000	AMAZON.COM	04/15/24	238.96	238.96	ITEMS TO BE USED IN THE CLASSROOM
					238.96	238.96	
DETAILS FOR ACCOUNT: 11.0003.51000.681.0239.0000.000.710. INSTR-COCURRICULAR SUPPLIES							
24007221	001	500001	AMAZON MARKETPLACE	03/27/24	310.00	310.00	2 MEDICAL EXAM GLOVES - 2000 COUN
					310.00	310.00	
DETAILS FOR ACCOUNT: 11.0003.51000.681.0251.0000.000.155. INSTR-COCURRICULAR SUPPLIES							
24007482	001	500000	AMAZON.COM	04/02/24	260.00	260.00	VARIOUS COCURRICULAR ITEMS TO USE
					260.00	260.00	
DETAILS FOR ACCOUNT: 11.0003.52199.683.0100.1050.000.155. EXTRA CURRICULAR SUPPLIES							
24008086	001	500000	AMAZON.COM	04/15/24	238.60	238.60	ITEMS NEEDED BY TEACHERS FOR END
					238.60	238.60	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0000.0000.000.500. PRINC OFF-GEN OFFICE SUPPLIES							
24006861	001	000082	NSS LLC	03/06/24	300.00	300.00	OFFICE SUPPLIES
24007880	001	500000	AMAZON.COM	04/10/24	150.00	150.00	IRVING/OFFICE/ TUBES FOR TESTING
24008015	001	000082	NSS LLC	04/15/24	300.00	300.00	OFFICE SUPPLIES
24008016	001	500000	AMAZON.COM	04/15/24	600.00	600.00	IRIVNG/OFFICE/SUPPPLIES -STAPLERS
					1,350.00	1,350.00	

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 03/05/2024 TO 04/15/2024 CURRENT YEAR POs

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0003.52410.619.0000.0000.000.501. PRINC OFF-GEN OFFICE SUPPLIES							
24008049	001	500000	AMAZON.COM	04/15/24	3,000.00	3,000.00	OFFICE SUPPLIES
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0100.0000.000.504. GENERAL OFFICE SUPPLIES							
24007195	001	007866	DOLLAR TREE	03/26/24	250.00	175.00	TESTING SUPPLIES
					250.00	175.00	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0100.1050.000.155. GENERAL OFFICE SUPPLIES							
24008083	001	500000	AMAZON.COM	04/15/24	238.60	238.60	OFFICE SUPPLIES FOR SUPPLY CLOSET
					238.60	238.60	
DETAILS FOR ACCOUNT: 11.0003.52410.653.0000.0000.000.705. PRINC OFF-COMPUTERS							
24007668	001	000389	OFFICE DEPOT	04/05/24	800.00	800.00	PRINTER INK CARTRIDGES NEEDED FOR
					800.00	800.00	
DETAILS FOR ACCOUNT: 11.0006.51000.449.0100.0000.000.705. INSTRUCT-OTH RENT OR LEASE SER							
24007280	001	730002	UNIVERSITY OF OKLAHOMA	04/01/24	25,763.41	25,763.41	GRADUATION RENTAL FEE FOR LLOYD N
					25,763.41	25,763.41	
DETAILS FOR ACCOUNT: 11.0006.51000.449.0100.0000.000.710. INSTRUCT-OTH RENT OR LEASE SER							
24007295	001	730002	UNIVERSITY OF OKLAHOMA	04/01/24	25,763.41	25,763.41	GRADUATION @ LLOYD NOBLE 05/23/20
					25,763.41	25,763.41	
DETAILS FOR ACCOUNT: 11.0006.52199.449.0430.0000.000.740. OTHER RENTALS OR LEASE SERVICE							
24007162	001	010463	FACTOR 110 LLC	03/19/24	8,987.73	8,987.73	SET UP FOR 2024 DIMENSIONS SENIOR
					8,987.73	8,987.73	
DETAILS FOR ACCOUNT: 11.0007.51000.322.0239.0000.000.160. INSTRUCTIONAL SERVICES							
24007307	001	014228	LANGO DEAF & HOH LLC	04/01/24	1,125.00	1,125.00	CONTRACTED INTERPRETER SERVICES F
					1,125.00	1,125.00	
DETAILS FOR ACCOUNT: 11.0007.51000.619.0239.0000.000.089. INSTR-GENERAL OFFICE SUPPLIES							
24008062	001	001225	WALMART STORES INC	04/15/24	500.00	500.00	BLANKET PCARD FOR CLASSROOM SUPPL
24008063	001	000389	OFFICE DEPOT	04/15/24	500.00	500.00	BLANKET PCARD FOR CLASSROOM SUPPL
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0007.52213.860.0239.0000.000.089. INST SF TRAIN-STAFF REG & TUIT							
24008064	001	000113	EDUCATIONAL TESTING SERVICE	04/15/24	550.00	550.00	PARA PRO TEST FOR HIGHLY QUALIFIE
					550.00	550.00	
DETAILS FOR ACCOUNT: 11.0007.52573.860.0239.0000.000.089. STAFF REGISTRATION & TUITION							
24007126	001	001325	CCOSA	03/18/24	700.00	700.00	WOMEN IN LEADERSHIP CONFERENCE ON
					700.00	700.00	
DETAILS FOR ACCOUNT: 11.0008.52573.583.0000.0000.000.001. INSERV TRAIN-OUT OF ST TRAVEL							
24006843	001	012200	JP MORGAN CHASE BANK NA	03/05/24	836.16	836.16	HOTEL ACCOMMODATIONS FOR JUSTIN M
					836.16	836.16	
DETAILS FOR ACCOUNT: 11.0009.52340.860.0000.0000.000.001. STAFF REGISTRATION & TUITION							
24007530	001	014399	OKLAHOMA STATE QUALITY AWARD	04/03/24	258.00	258.00	REGISTRATION FOR JUSTIN MINER TO
					258.00	258.00	

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0011.52212.619.0000.0000.000.001. INST & CURR-GEN OFFICE SUPPLIE							
24008121	001	500000	AMAZON.COM	04/15/24	100.00	100.00	CURRICULUM MEETINGS AND EVENTS SU
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0012.52511.581.0000.0000.000.001. BUSINESS-IN DISTRICT TRAVEL							
24007058	001	001579	O'BRIAN, BRENDA	03/13/24	125.00	125.00	REIMBURSEMENT FOR MILEAGE/MISC FO
					125.00	125.00	
DETAILS FOR ACCOUNT: 11.0012.52511.581.0000.0000.000.050. BUSINESS-IN DISTRICT TRAVEL							
24007556	001	013411	THOMAS, NICOLE	04/04/24	50.00	50.00	REIMBURSE MILEAGE TO BANK OF OKLA
24007660	001	013503	SEMTNER, MEGAN	04/04/24	100.00	100.00	REIMBURSE FOR MILEAGE TO BANK OF
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0012.52511.653.0000.0000.000.001. BUSINESS-COMPUTERS							
24007257	001	000824	APPLE INC	03/29/24	1,407.00	1,407.00	IPAD PRO WITH 3 YR APPLECARE AND
					1,407.00	1,407.00	
DETAILS FOR ACCOUNT: 11.0012.52511.810.0000.0000.000.001. BUSINESS-DUES AND FEES							
24007261	001	002689	ASSOC OF SCHOOL BUSINESS OFFI	03/29/24	499.00	499.00	DISTRICT MEMBERSHIP APRIL 1,2024
					499.00	499.00	
DETAILS FOR ACCOUNT: 11.0012.52573.581.0000.0000.000.001. INSERV TRAIN-IN DISTRICT TRAVE							
24007857	001	014567	MOELLER, KARI	04/10/24	50.00	50.00	MILEAGE FOR FY24
24007879	001	014568	JONES, TYLER	04/10/24	50.00	50.00	MILEAGE FOR FY24
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0012.52573.583.0000.0000.000.001. INSERV TRAIN-OUT OF ST TRAVEL							
24007549	001	012200	JP MORGAN CHASE BANK NA	04/03/24	867.96	867.96	BRENDA O'BRIAN TO NEW ORLEANS APR
24007573	001	001579	O'BRIAN, BRENDA	04/04/24	500.00	500.00	TRAVEL EXPENSES FOR NSBA CONFEREN
					1,367.96	1,367.96	
DETAILS FOR ACCOUNT: 11.0012.52573.860.0000.0000.000.001. INSERV TRAIN-STAFF REG & TUITI							
24007256	001	000457	OKLAHOMA ASSOCIATION OF SCHOO	03/29/24	300.00	300.00	TYLER JONES - CFO KARI MOELLER -
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0012.52620.531.0000.0000.000.001. BUILD OP-POSTAGE SERV							
24007808	001	001240	POSTMASTER II	04/10/24	15,000.00	15,000.00	POSTAGE FOR 2023-24
					15,000.00	15,000.00	
DETAILS FOR ACCOUNT: 11.0013.52323.337.0410.0000.000.088. OTH PROFESSIONAL SERVICES							
24007725	001	013736	PROPIO LS LLC	04/08/24	300.00	300.00	PHONE INTERPRETER SERVICE SY 2023
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0015.51000.619.0100.1130.000.050. INSTR-GENERAL OFFICE SUPPLIES							
24007954	001	500000	AMAZON.COM	04/15/24	110.00	110.00	1- BASIC WOODCASED #2 PENCILS, PR
					110.00	110.00	
DETAILS FOR ACCOUNT: 11.0016.51000.322.0100.0000.000.050. INSTRUCTIONAL SERVICES							
24006868	001	014501	TANAKO, MELDY	03/07/24	300.00	300.00	ACCOMPANIST SERVICES FOR ALL CITY
24007264	001	014501	TANAKO, MELDY	03/29/24	162.50	162.50	SUPPLEMENTAL PO TO COVER ADDITION
24007748	001	014564	LANIER, KATIE	04/10/24	250.00	250.00	MUSICIAN SERVICES FOR ALL CITY 5T

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24007958	001	014579	ATOYEBI, MICHAEL	04/15/24	250.00	250.00	MUSICIAN SERVICES FOR ALL CITY 5T
					962.50	962.50	
DETAILS FOR ACCOUNT: 11.0016.51000.581.0100.3000.000.110. IN DISTRICT TRAVEL							
24007435	001	000317	OSBORN, MARK	04/02/24	300.00	300.00	BLANKET MILEAGE- TRAVELING TEACHE
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0016.51000.581.0100.3000.000.153. IN DISTRICT TRAVEL							
24007434	001	014199	NICHOLS, JAYDE	04/02/24	150.00	150.00	TRAVELING TEACHER MILEAGE REIMBUR
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0016.51000.581.0100.3000.000.500. IN DISTRICT TRAVEL							
24007437	001	014283	CRAIG, DAVID	04/02/24	100.00	100.00	MILEAGE REIMBURSEMENT FOR TRAVELI
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0016.51000.581.0100.3000.000.705. IN DISTRICT TRAVEL							
24007788	001	010549	CHANDLER, MATT	04/10/24	700.00	700.00	IN DISTRICT TEACHER MILEAGE
					700.00	700.00	
DETAILS FOR ACCOUNT: 11.0016.51000.581.0100.3000.000.710. IN DISTRICT TRAVEL							
24007436	001	005028	ZIEGLER, STEPHEN B	04/02/24	200.00	200.00	TRAVELING TEACHER – IN DISTRICT M
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1170.000.050. COCURRICULAR SUPPLIES							
24007160	001	500001	AMAZON MARKETPLACE	03/19/24	350.00	31.51	ART PORTFOLIO, POSTER BOARD, VELC
24007161	001	007866	DOLLAR TREE	03/19/24	200.00	48.75	BLACK FOAM BOARD FOR ALL CITY ART
					550.00	80.26	
DETAILS FOR ACCOUNT: 11.0016.52573.860.0000.0000.000.088. STAFF REGISTRATION & TUITION							
24006976	001	001325	CCOSA	03/11/24	350.00	350.00	REGISTRATION FEE FOR EVELYN KWANZ
					350.00	350.00	
DETAILS FOR ACCOUNT: 11.0018.52212.619.0000.2300.000.050. GENERAL OFFICE SUPPLIES							
24007946	001	500000	AMAZON.COM	04/15/24	120.00	120.00	SYNERLOGIC SHORTCUTS STICKER (10
					120.00	120.00	
DETAILS FOR ACCOUNT: 11.0019.52132.581.0000.0000.000.050. MEDICAL-IN DISTRICT TRAVEL							
24007710	001	013675	SPEICHINGER, MOLLEE	04/08/24	250.00	250.00	REIMBURSEMENT FOR MILEAGE
24007711	001	013634	HOELZER, ALISON	04/08/24	250.00	250.00	MILEAGE REIMBURSEMENT
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0019.52132.616.0000.0000.000.050. MEDICAL-FIRST AID SUPPLIES							
24007007	001	004267	SCHOOL NURSE SUPPLY	03/12/24	102.83	102.83	1 CASE OF 12/4OZ LICE SHAMPOO
24007684	001	500000	AMAZON.COM	04/05/24	1,900.00	1,900.00	WYPALL 3 10/CASE SNACK SZ BAGGIES
24007685	001	001232	SAM'S EAST INC	04/05/24	1,150.00	1,150.00	ALCOHOL PREP PADS 6 LYSOL SPRAY 1
24007686	001	000245	SCHOOL HEALTH CORPORATION	04/05/24	2,000.00	2,000.00	30 1X3 SINGLE BOX 100CT 39 1500CT
					5,152.83	5,152.83	
DETAILS FOR ACCOUNT: 11.0019.52213.615.0000.0000.000.050. INST SF TR-BLNK FILM/ VID/AUD							
24006911	001	000727	NORMAN REGIONAL HEALTH SYSTEM	03/07/24	150.00	150.00	CPR CARDS FOR DISTRICT TRAINING/4
					150.00	150.00	

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DETAILS FOR ACCOUNT: 11.0020.52213.860.0251.0000.000.088. INST SF TRAIN-STAFF REG & TUIT							
24007463	001	010181	THACKER, MELANIE	04/02/24	50.00	50.00	REFUND OF REGISTRATION TO NORTHEA
24007464	001	014545	DEMBOWSKI, ERICKSON	04/02/24	50.00	50.00	REFUND OF REGISTRATION TO NORTHEA
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0020.52240.614.0251.0000.000.050. TESTING SUPPLIES & MATERIALS							
24007318	001	000831	WESTERN PSYCHOLOGICAL SERVICE	04/01/24	1,101.00	1,101.00	12 EACH OF SKU: E-30A KBIT2 TEST
					1,101.00	1,101.00	
DETAILS FOR ACCOUNT: 11.0020.52573.582.0251.0000.000.088. OUT OF DISTRICT TRAVEL							
24007030	001	013521	ADAMS, TERRY	03/13/24	35.25	35.25	$31.25 GAS EXPENSE FOR NPS VAN, T
					35.25	35.25	
DETAILS FOR ACCOUNT: 11.0020.52620.434.0251.2500.000.006. ELECTRICAL SERVICES							
24007551	001	000541	WADE ELECTRIC	04/04/24	11,440.00	11,440.00	OAA PREFAB ELECTRICAL
					11,440.00	11,440.00	
DETAILS FOR ACCOUNT: 11.0021.51000.619.0100.2250.000.050. GENERAL OFFICE SUPPLIES							
24008034	001	500000	AMAZON.COM	04/15/24	470.00	470.00	1-SAMSILL ECONOMY 1 INCH 3 RING B
					470.00	470.00	
DETAILS FOR ACCOUNT: 11.0021.51000.641.0100.5000.000.050. BOOKS							
24008035	001	500000	AMAZON.COM	04/15/24	300.00	300.00	8-THE TEACHER CLARITY PLAYBOOK, G
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0021.51000.681.0100.2250.000.050. COCURRICULAR SUPPLIES							
24007324	001	001263	FLINN SCIENTIFIC INC	04/01/24	1,400.00	1,400.00	1- GOGGLE UV SANITIZER CABINET. I
24007325	001	000370	CAROLINA BIOLOGICAL	04/01/24	3,820.40	3,820.40	48- SAFETY GOGGLES, SMALL, ASSORT
					5,220.40	5,220.40	
DETAILS FOR ACCOUNT: 11.0022.51000.449.0800.3330.000.050. OTHER RENTALS OR LEASE SERVICE							
24008047	001	730007	UNIVERSITY OF OKLAHOMA	04/15/24	4,000.00	4,000.00	OU POOL RENTAL FOR SWIM
					4,000.00	4,000.00	
DETAILS FOR ACCOUNT: 11.0022.51000.681.0801.3330.000.705. COCURRICULAR SUPPLIES							
24008102	001	001269	BSN SPORTS	04/15/24	1,060.00	1,060.00	PROMAXIMA 40 LB LIFTING CHAINS
					1,060.00	1,060.00	
DETAILS FOR ACCOUNT: 11.0022.51000.681.0801.3330.000.710. COCURRICULAR SUPPLIES							
24008102	002	001269	BSN SPORTS	04/15/24	576.00	576.00	LOCK JAW OLYMPIC COLLAR
					576.00	576.00	
DETAILS FOR ACCOUNT: 11.0024.52511.653.0000.0000.000.001. TECH RELATED SUPPLIES							
24006941	001	014397	SUCCESSFUND INC	03/08/24	396.00	396.00	5 CREDIT CARD TERMINALS FOR SUCCE
					396.00	396.00	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.107. INSTRUCTIONAL SERVICES							
24007559	001	014411	PBC GURU LLC	04/04/24	200.00	200.00	MONTHLY VIRTUAL AUTHOR VISITS FOR
					200.00	200.00	

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DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.500. INSTRUCTIONAL SERVICES							
24006900	001	014507	TOUGIAS, MICHAEL	03/07/24	100.00	100.00	NPS MIDDLE SCHOOL LIBRARIES VIRTU
24007582	001	014559	SASS, ANDREW JONATHAN	04/04/24	112.50	112.50	MIDDLE SCHOOL AUTHOR VIRTUAL VISI
					212.50	212.50	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.501. INSTRUCTIONAL SERVICES							
24006900	001	014507	TOUGIAS, MICHAEL	03/07/24	100.00	100.00	NPS MIDDLE SCHOOL LIBRARIES VIRTU
24007582	001	014559	SASS, ANDREW JONATHAN	04/04/24	112.50	112.50	MIDDLE SCHOOL AUTHOR VIRTUAL VISI
					212.50	212.50	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.502. INSTRUCTIONAL SERVICES							
24006900	001	014507	TOUGIAS, MICHAEL	03/07/24	100.00	100.00	NPS MIDDLE SCHOOL LIBRARIES VIRTU
24007582	001	014559	SASS, ANDREW JONATHAN	04/04/24	112.50	112.50	MIDDLE SCHOOL AUTHOR VIRTUAL VISI
					212.50	212.50	
DETAILS FOR ACCOUNT: 11.0025.51000.322.0100.0000.000.504. INSTRUCTIONAL SERVICES							
24006900	001	014507	TOUGIAS, MICHAEL	03/07/24	100.00	100.00	NPS MIDDLE SCHOOL LIBRARIES VIRTU
24007582	001	014559	SASS, ANDREW JONATHAN	04/04/24	112.50	112.50	MIDDLE SCHOOL AUTHOR VIRTUAL VISI
					212.50	212.50	
DETAILS FOR ACCOUNT: 11.0025.52220.611.0000.0000.000.092. LIBR MEDIA-PAPER SUPPLIES							
24006899	001	013987	UNIVERSITY OF CHICAGO	03/07/24	150.00	150.00	LIBRARY SERVICES POSTERS
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0025.52220.619.0000.0000.000.092. LIBR MEDIA-GEN OFFICE SUPPLIES							
24007296	001	000271	DEMCO INC	04/01/24	600.00	600.00	SUPPLIES FOR LIBRARY SERVICES
					600.00	600.00	
DETAILS FOR ACCOUNT: 11.0025.52220.619.0000.0000.000.120. LIBR MEDIA-GEN OFFICE SUPPLIES							
24006908	001	500000	AMAZON.COM	03/07/24	245.00	245.00	SUPPLIES FOR JEFFERSON LIBRARY
					245.00	245.00	
DETAILS FOR ACCOUNT: 11.0025.52220.619.0000.0000.000.150. LIBR MEDIA-GEN OFFICE SUPPLIES							
24007571	001	500000	AMAZON.COM	04/04/24	400.00	400.00	SUPPLIES FOR MONROE LIBRARY
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0025.52220.619.0000.0000.000.151. GENERAL OFFICE SUPPLIES							
24006907	001	000271	DEMCO INC	03/07/24	166.00	166.00	SUPPLIES FOR REAGAN LIBRAYR
					166.00	166.00	
DETAILS FOR ACCOUNT: 11.0025.52220.619.0000.0000.000.705. LIBR MEDIA-GEN OFFICE SUPPLIES							
24007558	001	500000	AMAZON.COM	04/04/24	250.00	250.00	SUPPLIES FOR NHS LIBRARY
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.110. LIBR MEDIA-BOOKS							
24007560	001	500000	AMAZON.COM	04/04/24	40.00	40.00	BOOKS FOR ADAMS LIBRARY
					40.00	40.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.112. LIBR MEDIA-BOOKS							
24006903	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	137.00	137.00	BOOKS FOR CLEVELAND LIBRARY - SEQ
					137.00	137.00	

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DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.115. LIBR MEDIA-BOOKS							
24007561	001	500000	AMAZON.COM	04/04/24	77.00	77.00	BOOKS FOR JACKSON LIBRARY
					77.00	77.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.120. LIBR MEDIA-BOOKS							
24007562	001	500000	AMAZON.COM	04/04/24	23.00	23.00	BOOKS FOR JEFFERSON LIBRARY
					23.00	23.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.125. LIBR MEDIA-BOOKS							
24007565	001	500000	AMAZON.COM	04/04/24	48.00	48.00	BOOKS FOR LINCOLN LIBRARY
					48.00	48.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.135. LIBR MEDIA-BOOKS							
24007566	001	500000	AMAZON.COM	04/04/24	230.00	230.00	BOOKS FOR MCKINLEY LIBRARY
					230.00	230.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.145. LIBR MEDIA-BOOKS							
24006902	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	55.00	55.00	BOOKS FOR WILSON LIBRARY - SEQUOY
					55.00	55.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.151. BOOKS							
24007269	001	000259	HERTZBERG-NEW METHOD INC -	04/01/24	140.00	140.00	BOOKS FOR REAGAN LIBRARY - SEQUOY
					140.00	140.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.153. LIBR MEDIA-BOOKS							
24007567	001	500000	AMAZON.COM	04/04/24	250.00	250.00	BOOKS FOR ROOSEVELT LIBRARY
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.155. LIBR MEDIA-BOOKS							
24007568	001	500000	AMAZON.COM	04/04/24	60.00	60.00	BOOKS FOR TRUMAN LIBRARY
					60.00	60.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.165. LIBR MEDIA-BOOKS							
24007569	001	500000	AMAZON.COM	04/04/24	200.00	200.00	BOOKS FOR TRUMAN PRIMARY LIBRARY
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.170. BOOKS							
24006875	001	011562	FIRST BOOK	03/07/24	100.00	0.25	BOOKS FOR DIMENSIONS ELEMENTARY L
					100.00	0.25	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.705. LIBR MEDIA-BOOKS							
24006906	001	013203	FOLLETT CONTENT SOLUTIONS LLC	03/07/24	590.00	590.00	BOOKS FOR NHS LIBRARY
					590.00	590.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.740. BOOKS							
24006874	001	011562	FIRST BOOK	03/07/24	200.00	0.86	BOOKS FOR DIMENSIONS SECONDARY LI
					200.00	0.86	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.092. LIBR MEDIA-PERIODICALS							
24007291	001	005190	COX SUBSCRIPTIONS INC	04/01/24	369.95	369.95	LIBRARY SERVICES PERIODICAL SUBSC
					369.95	369.95	

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DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.107. LIBR MEDIA-PERIODICALS							
24007278	001	005190	COX SUBSCRIPTIONS INC	04/01/24	277.31	277.31	LAKEVIEW LIBRARY PERIODICAL SUBSC
					277.31	277.31	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.110. LIBR MEDIA-PERIODICALS							
24007277	001	005190	COX SUBSCRIPTIONS INC	04/01/24	278.13	278.13	ADAMS LIBRARY PERIODICAL SUBSCRIP
					278.13	278.13	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.112. LIBR MEDIA-PERIODICALS							
24007284	001	005190	COX SUBSCRIPTIONS INC	04/01/24	159.99	159.99	CLEVELAND LIBRARY PERIODICAL SUBS
					159.99	159.99	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.115. LIBR MEDIA-PERIODICALS							
24007290	001	005190	COX SUBSCRIPTIONS INC	04/01/24	255.51	255.51	JACKSON LIBRARY PERIODICAL SUBSCR
					255.51	255.51	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.120. LIBR MEDIA-PERIODICALS							
24006895	001	005190	COX SUBSCRIPTIONS INC	03/07/24	277.33	277.33	JEFFERSON LIBRARY PERIODICAL SUBS
					277.33	277.33	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.122. LIBR MEDIA-PERIODICALS							
24007281	001	005190	COX SUBSCRIPTIONS INC	04/01/24	285.36	285.36	KENNEDY LIBRARY PERIODICAL SUBSCR
					285.36	285.36	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.125. LIBR MEDIA-PERIODICALS							
24007320	001	005190	COX SUBSCRIPTIONS INC	04/01/24	300.76	300.76	LINCOLN LIBRARY PERIODICAL SUBSCR
					300.76	300.76	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.130. LIBR MEDIA-PERIODICALS							
24007373	001	005190	COX SUBSCRIPTIONS INC	04/01/24	278.00	278.00	MADISON LIBRARY PERIODICAL SUBSCR
					278.00	278.00	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.135. LIBR MEDIA-PERIODICALS							
24006887	001	005190	COX SUBSCRIPTIONS INC	03/07/24	159.99	159.99	MCKINLEY LIBRARY PERIODICAL SUBSC
					159.99	159.99	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.140. LIBR MEDIA-PERIODICALS							
24006892	001	005190	COX SUBSCRIPTIONS INC	03/07/24	291.11	291.11	EISENHOWER LIBRARY PERIODICAL SUB
					291.11	291.11	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.145. LIBR MEDIA-PERIODICALS							
24007283	001	005190	COX SUBSCRIPTIONS INC	04/01/24	243.39	243.39	WILSON LIBRARY PERIODICAL SUBSCRI
					243.39	243.39	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.150. LIBR MEDIA-PERIODICALS							
24007279	001	005190	COX SUBSCRIPTIONS INC	04/01/24	273.29	273.29	MONROE LIBRARY PERIODICAL SUBSCRI
					273.29	273.29	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.151. PERIODICALS							
24006894	001	005190	COX SUBSCRIPTIONS INC	03/07/24	159.99	159.99	REAGAN LIBRARY PERIODICAL SUBSCRI
					159.99	159.99	

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DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.153. LIBR MEDIA-PERIODICALS							
24006896	001	005190	COX SUBSCRIPTIONS INC	03/07/24	294.09	294.09	ROOSEVELT LIBRARY PERIODICAL SUBS
					294.09	294.09	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.155. LIBR MEDIA-PERIODICALS							
24007282	001	005190	COX SUBSCRIPTIONS INC	04/01/24	300.00	300.00	TRUMAN LIBRARY PERIODICAL SUBSCRI
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.160. LIBR MEDIA-PERIODICALS							
24007276	001	005190	COX SUBSCRIPTIONS INC	04/01/24	300.00	300.00	WASHINGTON LIBRARY PERIODICALS
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.165. LIBR MEDIA-PERIODICALS							
24006890	001	005190	COX SUBSCRIPTIONS INC	03/07/24	270.07	270.07	TRUMAN PRIMARY LIBRARY PERIODICAL
					270.07	270.07	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.500. LIBR MEDIA-PERIODICALS							
24006889	001	005190	COX SUBSCRIPTIONS INC	03/07/24	359.94	359.94	IRVING LIBRARY PERIODICAL SUBSCRI
					359.94	359.94	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.501. LIBR MEDIA-PERIODICALS							
24006897	001	005190	COX SUBSCRIPTIONS INC	03/07/24	359.94	359.94	ALCOTT LIBRARY PERIODICAL SUBSCRI
					359.94	359.94	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.502. LIBR MEDIA-PERIODICALS							
24006888	001	005190	COX SUBSCRIPTIONS INC	03/07/24	359.94	359.94	LONGFELLOW LIBRARY PERIODICAL SUB
					359.94	359.94	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.504. LIBR MEDIA-PERIODICALS							
24007552	001	005190	COX SUBSCRIPTIONS INC	04/04/24	400.00	400.00	WHITTIER LIBRARY PERIODICAL SUBSC
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0025.52220.642.0000.0000.000.705. LIBR MEDIA-PERIODICALS							
24006891	001	005190	COX SUBSCRIPTIONS INC	03/07/24	159.99	159.99	NHS LIBRARY PERIODICAL SUBSCRIPTI
					159.99	159.99	
DETAILS FOR ACCOUNT: 11.0025.52340.583.0000.0000.000.092. OUT OF STATE TRAVEL							
24007285	001	002949	KORDELISKI, AMANDA	04/01/24	280.00	280.00	PER DIEM FOR A. KORDELISKI TO ATT
					280.00	280.00	
DETAILS FOR ACCOUNT: 11.0025.52340.619.0000.0000.000.092. OTH GEN ADMIN-GEN OFFICE SUPPL							
24007297	001	001232	SAM'S EAST INC	04/01/24	250.00	250.00	SUPPLIES FOR LIBRARY SERVICES
24007298	001	013414	ODP BUSINESS SOLUTIONS LLC	04/01/24	200.00	200.00	SUPPLIES FOR LIBRARY SERVICES
24007299	001	500000	AMAZON.COM	04/01/24	1,000.00	1,000.00	SUPPLIES FOR LIBRARY SERVICES
					1,450.00	1,450.00	
DETAILS FOR ACCOUNT: 11.0025.52340.653.0000.0000.000.092. OTH GEN ADMIN-COMPUTERS							
24006871	001	500000	AMAZON.COM	03/07/24	100.00	35.30	MISC SUPPLIES FOR LIBRARY SERVICE
					100.00	35.30	

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DETAILS FOR ACCOUNT: 11.0025.52340.682.0000.0000.000.092. OTH GEN ADMIN-AWARDS/GIFTS/DEC							
24007557	001	000527	MASSIVE GRAPHICS INC	04/04/24	600.00	600.00	SHIRTS FOR NPS LIBRARIANS & LIBRA
					600.00	600.00	
DETAILS FOR ACCOUNT: 11.0025.52573.583.0000.0000.000.092. INSERV TRAIN-OUT OF ST TRAVEL							
24007379	001	007381	CURTIS, TERRI	04/01/24	210.00	210.00	ELEMENTARY TECH CONFERENCE PER DI
24007380	001	004034	TOQUINTO, TIFFANY	04/01/24	210.00	210.00	ELEMENTARY TECH CONFERENCE PER DI
					420.00	420.00	
DETAILS FOR ACCOUNT: 11.0025.52573.860.0000.0000.000.092. INSERV TRAIN-STAFF REG & TUITI							
24007286	001	012508	TEXAS COMPUTER EDUCATION ASSO	04/01/24	1,050.00	1,050.00	REGISTRATION FOR 4 NPS ELEMENTARY
					1,050.00	1,050.00	
DETAILS FOR ACCOUNT: 11.0026.52212.581.0000.0000.000.088. IN DISTRICT TRAVEL							
24007550	001	004723	RENTZEL, JAMIE	04/04/24	300.00	300.00	MILEAGE REIMBURSEMENT FOR JAMIE R
24007713	001	004723	RENTZEL, JAMIE	04/08/24	200.00	200.00	MILEAGE REIMBURSEMENT SY 2023-24
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0027.52213.581.0000.0000.000.090. INST STAFF TRAIN-IN DIST TRAVE							
24007438	001	014181	WAYLAND, NICOLE	04/02/24	150.00	150.00	23-24 SY INDISTRICT TRAVEL REIMBU
24007688	001	013605	RANDALL, KELSEY	04/05/24	100.00	100.00	REIMBURSEMENT FOR INDISTRICT TRAV
24007689	001	013097	SEYMORE, SARAH	04/05/24	400.00	400.00	REIMBURSEMENT FOR INDISTRICT MILE
24007691	001	006920	COUCH, HAILEY	04/05/24	200.00	200.00	REIMBURSEMENT FOR INDISTRICT TRAI
					850.00	850.00	
DETAILS FOR ACCOUNT: 11.0027.52213.619.0271.0000.000.090. GENERAL OFFICE SUPPLIES							
24007771	001	500001	AMAZON MARKETPLACE	04/10/24	200.00	200.00	POST ITS, CHART PAPER, PENS, TAPE
24007772	001	500000	AMAZON.COM	04/10/24	200.00	200.00	GENERAL OFFICE SUPPLIE
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0027.52573.582.0000.0000.000.090. INSERV TRAIN-OUT OF DIST TRAVE							
24007690	001	013097	SEYMORE, SARAH	04/05/24	500.00	500.00	REIMBURSEMENT FOR OUT OF DISTRICT
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0027.52573.860.0271.0000.000.090. STAFF REGISTRATION & TUITION							
24007664	001	001325	CCOSA	04/05/24	499.00	499.00	CCOSA Summer Leadership Conferenc
					499.00	499.00	
DETAILS FOR ACCOUNT: 11.0028.52575.611.0000.0000.000.001. PAPER SUPPLIES							
24007039	001	000015	STAPLES CONTRACT & COMMERCIAL	03/13/24	35.00	35.00	COPPER PARCHMENT PAPER 500 SHEET
					35.00	35.00	
DETAILS FOR ACCOUNT: 11.0028.52575.653.0000.0000.000.001. TECH RELATED SUPPLIES							
24007583	001	500000	AMAZON.COM	04/04/24	15.00	15.00	WIRELESS MOUSE
24007940	001	500000	AMAZON.COM	04/15/24	125.00	125.00	1 x BLUETOOTH NUMPAD FOR MAC 38.9
					140.00	140.00	
DETAILS FOR ACCOUNT: 11.0029.52620.438.0000.0000.000.050. BUILD OP-OTH BUILDING SERV							
24007246	001	010085	TOPPS POWDER COATING LLC	03/27/24	2,000.00	2,000.00	POWDER COATING ITEMS FOR THE WELD
24007303	001	014135	ARV SHEET METAL & ROOFING LLC	04/01/24	6,000.00	6,000.00	SERVICE REPAIR
					8,000.00	8,000.00	

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DETAILS FOR ACCOUNT: 11.0029.52620.438.0000.0000.000.501. BUILD OP-OTH BUILDING SERV							
24007151	001	013200	ALPHA OMEGA WOODWORKS LLC	03/19/24	20,000.00	20,000.00	ALCOTT ART ROOM CABINETS AND BACK
					20,000.00	20,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.618.0000.0000.000.050. BUILD OP-CLEAN & MAINT SUP							
24007081	001	014536	SILICONE SPECIALTIES INC	03/18/24	300.00	300.00	EXPANSION JOINTS AND SILICONE CAU
24007109	001	001653	ULINE INC	03/18/24	3,000.00	1,575.43	MISC SUPPLIES
24007166	001	010567	TY-LIND AUTO PARTS LLC - NAPA	03/21/24	2,500.00	1,195.40	MISC SUPPLIES
24007170	001	000311	SPEC BUILDING MATERIALS	03/25/24	15,000.00	15,000.00	ROOFING SUPPLIES
24007304	001	008712	EDWARDS INDUSTRIES INC	04/01/24	600.00	600.00	CANVAS FOR SPECIAL NEEDS CLASSES
24007676	001	013743	SMG EQUIPMENT LLC	04/05/24	1,000.00	1,000.00	PARTS FOR FOOTBALL SWEEPER
24007813	001	010567	TY-LIND AUTO PARTS LLC - NAPA	04/10/24	2,500.00	2,500.00	MISC SUPPLIES
24008037	001	003158	ALL COMMERCIAL OPENINGS, INC	04/15/24	2,000.00	2,000.00	DOOR SUPPLIES
24008042	001	002310	CUSTOM SHEET METAL INC	04/15/24	1,500.00	1,500.00	SHEET METAL
24008050	001	008066	TRINITY COMMERCIAL SALES INC	04/15/24	1,000.00	1,000.00	MISC DOOR SUPPLIES
					29,400.00	26,670.83	
DETAILS FOR ACCOUNT: 11.0029.52620.618.0000.0000.000.095. BUILD OP-CLEAN & MAINT SUP							
24007095	001	001358	P & K EQUIPMENT INC	03/18/24	2,000.00	1,885.07	MOWER/TRACTOR SUPPLIES
24007118	001	001287	FASTENAL COMPANY	03/18/24	2,000.00	2,000.00	MISC SUPPLIES
24007247	001	014444	TOTAL EQUIPMENT & RENTAL OF O	03/27/24	2,000.00	2,000.00	EQUIPMENT PARTS
					6,000.00	5,885.07	
DETAILS FOR ACCOUNT: 11.0029.52620.736.0000.0000.000.095. BUILD OP-MACHINERY							
24007750	001	002061	IDN GLOBAL INC	04/10/24	6,194.16	6,194.16	HPC COMPUTERIZED CODE MACH W/SPAC
24007750	002	002061	IDN GLOBAL INC	04/10/24	718.12	718.12	HPC CODE CODE COURCE SOFTWARE CD
24007750	003	002061	IDN GLOBAL INC	04/10/24	87.35	87.35	HPC JAW SCHLAGE PRIMUS F/1200CM
					6,999.63	6,999.63	
DETAILS FOR ACCOUNT: 11.0029.52670.438.0000.0000.000.050. SAFETY-OTH BUILDING SERV							
24007176	001	000807	FIRETROL PROTECTION SYSTEMS	03/25/24	20,000.00	20,000.00	MAINTENANCE REPAIR FOR DISTRICT
					20,000.00	20,000.00	
DETAILS FOR ACCOUNT: 11.0030.52530.449.0000.0000.000.094. OTHER RENTALS OR LEASE SERVICE							
24006946	001	013543	DAHILL OFFICE TECHNOLOGY CORP	03/11/24	3,200.00	2,196.57	DAHILL PRINTING MACHINES AVERAGE
24007999	001	013543	DAHILL OFFICE TECHNOLOGY CORP	04/15/24	600.00	600.00	THIS IS TO COVER THE XEROX PRINTS
					3,800.00	2,796.57	
DETAILS FOR ACCOUNT: 11.0034.00000.030.0000.0000.000.000. TECHNOLOGY INVENTORY							
24007050	001	000389	OFFICE DEPOT	03/13/24	3,000.00	3,000.00	BLANKET TSC PRINTER AND ACCESSORI
24008021	001	000743	DELL COMPUTER CORP	04/15/24	2,000.00	2,000.00	IT STORE SUPPLIES ATTENTION PATTY
24008022	001	500000	AMAZON.COM	04/15/24	3,000.00	3,000.00	IT STORE SUPPLIES ATTENTION PATTY
					8,000.00	8,000.00	
DETAILS FOR ACCOUNT: 11.0034.52573.583.0000.0000.000.002. INSERV TRAIN-OUT OF ST TRAVEL							
24007328	001	001268	SOUTHWEST AIRLINES	04/01/24	1,000.00	1,000.00	FLIGHTS FOR CHRISTY FISHER AND KE
24007423	001	001898	HOGAN, KEVIN	04/02/24	350.00	350.00	PER DIEN ISTE JUNE 22-26
24007425	001	001863	FISHER, CHRISTINE	04/02/24	350.00	350.00	PER DIEN ISTE JUNE 22-26
24007467	001	012200	JP MORGAN CHASE BANK NA	04/02/24	4,600.00	4,600.00	HOTEL ROOMS FOR ISTE JUNE 22-27 C
					6,300.00	6,300.00	

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DETAILS FOR ACCOUNT: 11.0034.52573.860.0000.0000.000.002. INSERV TRAIN-STAFF REG & TUITI							
24007339	001	002002	INTERNATIONAL SOCIETY FOR TEC	04/01/24	1,600.00	1,600.00	ISTE JUNE 23-26 CHRISTY FISHER AN
					1,600.00	1,600.00	
DETAILS FOR ACCOUNT: 11.0034.52580.653.0000.0000.000.002. TECH RELATED SUPPLIES							
24007586	001	014554	SYNCPLIFY INC	04/04/24	875.00	875.00	SFTP SOFTWARE ONE TIME PURCHASE A
					875.00	875.00	
DETAILS FOR ACCOUNT: 11.0041.51000.581.0100.0000.000.145. IN DISTRICT TRAVEL							
24007208	001	007382	KOCH, AMBER	03/26/24	75.00	75.00	MILEAGE REIMBURSEMENT FOR TRAVELI
					75.00	75.00	
DETAILS FOR ACCOUNT: 11.0041.51000.581.0100.0000.000.705. INSTRUCT-IN DISTRICT TRAVEL							
24007769	001	014270	GONZALES, ANDREW	04/10/24	100.00	100.00	MILEAGE REIMBURSEMENT FOR TRAVELI
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0041.51000.581.0100.0000.000.710. IN DISTRICT TRAVEL							
24007369	001	013403	LLOYD, ALISSA	04/01/24	300.00	300.00	MILEAGE REIMBURSEMENT FOR TRAVELI
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0041.52560.540.0000.0000.000.001. INFO SERV-ADVERTISING							
24007210	001	005738	INDEED INC	03/26/24	300.00	300.00	MISC ADVERTISING FOR OPEN POSITIO
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0041.52571.337.0000.0000.000.001. OTH PROFESSIONAL SERVICES							
24007795	001	050034	ACCUFAX	04/10/24	2,000.00	2,000.00	BACKGROUND CHECKS FOR NEW EMPLOYE
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.0041.52571.653.0000.0000.000.001. RECR/PLACE-COMPUTERS							
24006931	001	000041	B & H PHOTO & ELECTRONICS	03/08/24	300.00	300.00	MISC SUPPLIES FOR PERSONNEL - REF
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0041.52620.531.0000.0000.000.001. POSTAGE SERVICES							
24006960	001	012200	JP MORGAN CHASE BANK NA	03/11/24	75.00	75.00	POSTAGE FOR CERTIFIED MAIL TO EMP
					75.00	75.00	
DETAILS FOR ACCOUNT: 11.0043.52530.550.0000.0000.000.096. PRNT/PUB/DUP-PRINTING & BINDIN							
24007861	001	004482	WALKER COMPANIES	04/10/24	200.00	200.00	LOGOS AND SIGNAGE
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0043.52573.582.0000.0000.000.096. OUT OF DISTRICT TRAVEL							
24006932	001	003291	CHOCTAW NATION OF OKLAHOMA	03/08/24	1,712.00	1,712.00	HOTEL STAY FOR OAPT CONFERENCE 6/
					1,712.00	1,712.00	
DETAILS FOR ACCOUNT: 11.0043.52573.583.0000.0000.000.096. INSERV TRAIN-OUT OF ST TRAVEL							
24007875	001	011529	GRAHAM, JAMES	04/10/24	280.00	280.00	PER DIEM FOR OVERNIGHT TRIP OUT O
24007877	001	014127	HILL, JESSE	04/10/24	280.00	280.00	PER DIEM FOR OVERNIGHT TRIP OUT O
24008008	001	012764	HARRINGTON, CHOLE	04/15/24	280.00	280.00	PER DIEM FOR OVERNIGHT TRIP OUT O
24008092	001	011529	GRAHAM, JAMES	04/15/24	250.00	250.00	OVERNIGHT TRIP OUT OF STATE: UBER
					1,090.00	1,090.00	

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DETAILS FOR ACCOUNT: 11.0043.52573.860.0000.0000.000.096. INSERV TRAIN-STAFF REG & TUITI							
24006933	001	001868	OKLAHOMA ASSOCIATION FOR PUPI	03/08/24	1,050.00	1,050.00	OAPT CONFERENCE REGISTRATION FEE
					1,050.00	1,050.00	
DETAILS FOR ACCOUNT: 11.0043.52620.439.0000.0000.000.096. OTHER EQUIPMENT & VEHICLE SERV							
24006929	001	011915	COMMERCIAL DOOR LLC	03/08/24	500.00	500.00	REPAIRS & SERVICES TO GARAGE BAY
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0043.52640.439.0000.0000.000.096. OTHER EQUIPMENT & VEHICLE SERV							
24007301	001	014544	DRISKELL, JOHNNY H	04/01/24	200.00	200.00	MAIL BOX REPAIRS
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0043.52740.439.0000.0000.000.096. VEH SERV-OTH EQUIP & VEH SERV							
24007048	001	013084	EAGLE 1 AUTO CLASS LLC	03/13/24	360.00	360.00	BUS AND VEHICLE REPAIRS
24007173	001	000336	MIDWEST BUS SALES INC	03/25/24	5,000.00	5,000.00	BUS AND VEHICLE REPAIRS
24007287	001	013240	HOLT TRUCK CENTERS OF OKLAHOM	04/01/24	10,000.00	10,000.00	VEHICLE REPAIRS AND SERVICES
24007598	001	001253	FIRESTONE COMPLETE AUTO CARE	04/04/24	1,000.00	1,000.00	BUS AND VEHICLE REPAIRS
24007712	001	000336	MIDWEST BUS SALES INC	04/08/24	5,000.00	5,000.00	BUS AND VEHICLE REPAIRS
					21,360.00	21,360.00	
DETAILS FOR ACCOUNT: 11.0043.52740.445.0000.0000.000.096. UNIFORM SERVICES							
24007867	001	004682	CLEAN THE UNIFORM	04/10/24	5,500.00	5,500.00	UNIFORM CLEANING SERVICE FOR GARA
					5,500.00	5,500.00	
DETAILS FOR ACCOUNT: 11.0043.52740.582.0000.0000.000.096. OUT OF DISTRICT TRAVEL							
24007870	001	011529	GRAHAM, JAMES	04/10/24	275.00	275.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
24007871	001	014127	HILL, JESSE	04/10/24	220.00	220.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
24007872	001	010482	TAUSHER, MIKE	04/10/24	220.00	220.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
24007873	001	001722	CANNON, JOHN M	04/10/24	220.00	220.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
24007874	001	013662	GRAHAM, ALICIA	04/10/24	220.00	220.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
24008069	001	002678	COLBERT, THOMAS E JR	04/15/24	220.00	220.00	PER DIEM FOR OVERNIGHT TRIP: FINE
24008088	001	014591	CHANDLER, DAVID	04/15/24	220.00	220.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
24008089	001	014592	DUNCAN, SCOTT	04/15/24	220.00	220.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
					1,815.00	1,815.00	
DETAILS FOR ACCOUNT: 11.0043.52740.612.0000.0000.000.096. VEH SERV-AUTO AND BUS SUPPLIES							
24006826	001	001427	METRO TURF OPE	03/05/24	42.76	42.76	BUS AND VEHICLE PARTS
24006926	001	008265	T & W TIRE LLC	03/08/24	20,000.00	20,000.00	TIRES CONTRACT# SW0024B
24007175	001	006478	FLEETPRIDE INC	03/25/24	2,500.00	2,500.00	BUS AND VEHICLE PARTS
24007186	001	000371	LOWE'S HOME CENTERS INC	03/26/24	100.00	83.02	BUS AND VEHICLE PARTS
24007193	001	000446	ROSS TRANSPORTATION INC	03/26/24	1,000.00	1,000.00	BUS AND VEHICLE PARTS
24007525	001	500001	AMAZON MARKETPLACE	04/03/24	35.00	35.00	BUS AND VEHICLE PARTS
24007526	001	001252	O'REILLY AUTO PARTS	04/03/24	5,000.00	5,000.00	BUS AND VEHICLE PARTS
24007653	001	014563	BLUMENTHAL AUTOMOTIVE LLC	04/04/24	2,500.00	1,421.53	BUS AND VEHICLE PARTS
24008036	001	012909	ACE OF NORMAN LLC	04/15/24	500.00	500.00	BUS AND VEHICLE PARTS
					31,677.76	30,582.31	
DETAILS FOR ACCOUNT: 11.0043.52740.623.0000.0000.000.096. VEH SERV-DIESEL							
24007079	001	014108	OFFEN PETROLEUM LLC	03/18/24	20,000.00	20,000.00	FUEL
24007080	001	000531	RED ROCK DISTRIBUTING CO	03/18/24	25,000.00	25,000.00	FUEL
24007172	001	000531	RED ROCK DISTRIBUTING CO	03/25/24	20,000.00	20,000.00	FUEL

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24007860	001	000531	RED ROCK DISTRIBUTING CO	04/10/24	20,000.00	20,000.00	FUEL
					85,000.00	85,000.00	
DETAILS FOR ACCOUNT: 11.0043.52740.810.0000.0000.000.096. VEH SERV-DUES AND FEES							
24007042	001	000728	OKLAHOMA TURNPIKE AUTHORITY	03/13/24	200.00	200.00	TOLL FEES FOR DISTRICT TRAVEL
24007187	001	007429	WRIGHT, ROBIN	03/26/24	58.76	58.76	CDL REIMBURSEMENT
24007188	001	014516	LEBLANC, ELLA	03/26/24	74.36	74.36	CDL REIMBURSEMENT
24007189	001	014508	WILMOTH, PERRY	03/26/24	113.00	113.00	CDL REIMBURSEMENT
24007411	001	012765	BREHM, LAURA E	04/01/24	27.04	27.04	CDL REIMBURSEMENT
24007529	001	012163	CARTWRIGHT, CRYSTAL	04/03/24	58.76	58.76	CDL REIMBURSEMENT
					531.92	531.92	
DETAILS FOR ACCOUNT: 11.0043.52740.860.0000.0000.000.096. VEH SERV-STAFF REG & TUITION							
24007319	001	001868	OKLAHOMA ASSOCIATION FOR PUPI	04/01/24	250.00	250.00	OAPT Online SDE Class: Cartwright
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0044.52199.582.0000.0000.000.001. STUDENT SUPP-OUT OF DIST TRAVE							
24008038	001	003729	BLATT, ANN MARIE	04/15/24	200.00	200.00	MILEAGE FOR OUT OF DISTRICT TRAVE
24008039	001	014264	WHITSELL, BARRY	04/15/24	200.00	200.00	MILEAGE FOR OUT OF DISTRICT TRAVE
24008041	001	013239	WILLIS, GREG	04/15/24	200.00	200.00	MILEAGE FOR OUT OF DISTRICT TRAVE
24008043	001	013090	GARRETT, KIM	04/15/24	350.00	350.00	MILEAGE FOR OUT OF DISTRICT TRAVE
					950.00	950.00	
DETAILS FOR ACCOUNT: 11.0044.52213.641.0000.0000.000.001. BOOKS							
24008105	001	500000	AMAZON.COM	04/15/24	200.00	200.00	LEADERSHIP BOOKS
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0044.52340.619.0000.0000.000.001. OTH GEN ADMIN-GEN OFFICE SUPPL							
24008101	001	500000	AMAZON.COM	04/15/24	200.00	200.00	PENS, ETC
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0045.51000.322.0100.0000.000.740. INSTRUCTIONAL SERVICES							
24007663	001	013321	IMAGINE LEARNING LLC	04/05/24	90,000.00	90,000.00	QUOTE 294093 BOARD APPROVED 08/14
24007663	002	013321	IMAGINE LEARNING LLC	04/05/24	510,000.00	510,000.00	QUOTE 294093 BOARD APPROVED 08/14
					600,000.00	600,000.00	
DETAILS FOR ACCOUNT: 11.0052.51000.611.0100.1012.000.050. PAPER SUPPLIES							
24008046	001	500000	AMAZON.COM	04/15/24	27.00	27.00	2-NEENAH INDEX CARDSTOCK, 8.5" X
					27.00	27.00	
DETAILS FOR ACCOUNT: 11.0052.51000.681.0100.1012.000.115. COCURRICULAR SUPPLIES							
24008048	001	500000	AMAZON.COM	04/15/24	285.00	285.00	1- INBEBY 16 SET SENSORY MINI MAT
24008051	001	050009	WALMART	04/15/24	36.00	36.00	2-HELLO HOBBY ASSORTED PAINT BRUS
					321.00	321.00	
DETAILS FOR ACCOUNT: 11.0055.51000.619.0100.1012.000.050. GENERAL OFFICE SUPPLIES							
24007963	001	500000	AMAZON.COM	04/15/24	180.00	180.00	1-STICKY NOTES, 3X3 IN, 8 PACK, 8
					180.00	180.00	
DETAILS FOR ACCOUNT: 11.0055.51000.641.0100.1012.000.050. BOOKS							
24007959	001	500000	AMAZON.COM	04/15/24	170.00	170.00	2-PRINCIPLES TO ACTIONS:ENSURING
					170.00	170.00	

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DETAILS FOR ACCOUNT: 11.0055.52212.611.0000.0000.000.088. PAPER SUPPLIES							
24007969	001	500000	AMAZON.COM	04/15/24	30.00	30.00	2- NEENAH INDEX CARDSTOCK, 8.5" X
					30.00	30.00	
DETAILS FOR ACCOUNT: 11.0055.52573.581.0000.0000.000.050. INSERV TRAIN-IN DISTRICT TRAVE							
24008014	001	014222	RICHARDSON, JAYLYNN	04/15/24	300.00	300.00	IN-DISTRICT TRAVEL REIMBURSEMENT
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0056.52199.682.0000.0000.000.001. REFRESHMENTS/AWARDS/GIFTS							
24007545	001	500000	AMAZON.COM	04/03/24	1,000.00	1,000.00	1 X FLOWER BUNDLES @ 36.99 2 X GR
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0059.52620.652.0100.0000.000.093. BUILD OP-AUDIOVISUAL							
24007789	001	500001	AMAZON MARKETPLACE	04/10/24	250.00	250.00	8 WIRELESS MICROPHONE HEADSETS FO
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0070.52560.673.0000.0000.000.001. PORTABLE DEVICES							
24007662	001	000824	APPLE INC	04/05/24	2,437.00	2,437.00	MACBOOK AIR PRO FOR CIO COMMUNICA
					2,437.00	2,437.00	
DETAILS FOR ACCOUNT: 11.0073.52199.682.0430.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
24007497	001	000201	LITTLE CAESARS PIZZA	04/02/24	100.00	100.00	PIZZA FOR THE EVENING STUDENTS, U
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0318.52660.459.0000.0000.000.115. OTHER CONSTRUCTION SERVICES							
24007465	001	012880	J&C2 LLC	04/02/24	6,294.00	6,294.00	HARDWARE REPLACEMENT - LABOR
24007465	002	012880	J&C2 LLC	04/02/24	36,643.00	36,643.00	HARDWARE REPLACEMENT- MATERIAL
					42,937.00	42,937.00	
DETAILS FOR ACCOUNT: 11.0367.51000.619.0427.1360.000.125. GENERAL OFFICE SUPPLIES							
24008009	001	500001	AMAZON MARKETPLACE	04/15/24	22.00	22.00	* 12PK FINE TIP DRY ERASE MARKERS
24008010	001	500001	AMAZON MARKETPLACE	04/15/24	22.00	22.00	* 12CT FINE TIP MARKERS X2: $9.88
24008057	001	500001	AMAZON MARKETPLACE	04/15/24	22.00	22.00	12 CT FINE TIP DRY ERASE MARKERS
24008081	001	500001	AMAZON MARKETPLACE	04/15/24	158.00	158.00	* DRY ERASE BOARDS X20 $6.89/EA *
					224.00	224.00	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0100.1050.000.165. BOOKS							
24007716	001	014042	SYLLA SENSE INC	04/08/24	894.00	894.00	RSA: 1 RED BOOK SERIES; 1 TEAL BO
					894.00	894.00	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1130.000.120. BOOKS							
24007178	001	003113	ACADEMIC THERAPY PUBL INC	03/25/24	162.00	162.00	iNFOmag DECODABLE BOOKS - 162.00
					162.00	162.00	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1130.000.125. BOOKS							
24008017	001	500001	AMAZON MARKETPLACE	04/15/24	15.00	15.00	* THE VERY HELPFUL FLOSS RULE BOO
24008080	001	500001	AMAZON MARKETPLACE	04/15/24	15.00	15.00	* THE NOT-SO-LAZY SCHWA BOOK X1 $
24008099	001	500001	AMAZON MARKETPLACE	04/15/24	45.00	45.00	*TABLETS ON STRIKE X1 $17.63 *THE
					75.00	75.00	

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DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1130.000.130. BOOKS							
24007736	001	010675	VOYAGER SOPRIS LEARNING INC	04/08/24	540.00	540.00	POWER READERS STUDENT SET, 2ND ED
24007736	002	010675	VOYAGER SOPRIS LEARNING INC	04/08/24	630.00	630.00	SUPERCHARGED READERS STUDENT SET,
24007736	003	010675	VOYAGER SOPRIS LEARNING INC	04/08/24	117.00	117.00	SHIPPING & HANDLING
					1,287.00	1,287.00	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1130.000.151. BOOKS							
24007782	001	013306	VENTRIS LEARNING LLC	04/10/24	376.25	376.25	5 UFLI BOOKS SHIPPING: $25.26
					376.25	376.25	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.107. BOOKS							
24007146	001	013306	VENTRIS LEARNING LLC	03/19/24	230.00	230.00	3 UFLI FOUNDATION BOOKS
					230.00	230.00	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.112. BOOKS							
24007386	001	008996	REALLY GREAT READING COMPANY	04/01/24	900.00	900.00	BLAST FOUNDATIONS STUDENT KIT BLA
24007386	002	008996	REALLY GREAT READING COMPANY	04/01/24	250.00	250.00	COUNTDOWN STUDENT KIT #CDKIT
24007386	003	008996	REALLY GREAT READING COMPANY	04/01/24	115.00	115.00	SHIPPING
24007911	001	500000	AMAZON.COM	04/12/24	60.00	60.00	2) DECODABLE READYERS: 15 SHORT V
24007914	001	013306	VENTRIS LEARNING LLC	04/12/24	210.00	210.00	TEACHER MANUALS
24007914	002	013306	VENTRIS LEARNING LLC	04/12/24	20.00	20.00	SHIPPING
					1,555.00	1,555.00	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.160. BOOKS							
24007934	001	500000	AMAZON.COM	04/15/24	883.25	883.25	75 SERIES BOOKS FOR 2ND GRADE CLA
					883.25	883.25	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0100.1050.000.165. COCURRICULAR SUPPLIES							
24007528	001	500000	AMAZON.COM	04/03/24	60.00	60.00	RSA: 3 SETS 120 HEART MAGNETS
24007675	001	006878	TEACHER SYNERGY	04/05/24	40.00	40.00	RSA: 1 SCIENCE OF READING COMP AC
24007848	001	014542	95 PERCENT GROUP LLC	04/10/24	38.50	38.50	RSA- 5 SETS OF 5 MIRRORS
24007851	001	000823	LAKESHORE LEARNING MATERIALS	04/10/24	312.99	312.99	RSA- 1 BLENDS & DIGRAPHS TEACHING
24007852	001	000238	HAND2MIND INC	04/10/24	149.97	149.97	RSA- 3 SETS PHONICS WORD BUILDING
					601.46	601.46	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1050.000.115. COCURRICULAR SUPPLIES							
24008033	001	013351	JUNIOR LEARNING INC	04/15/24	3,600.00	3,600.00	JACKSON-RSA-2024-READING RAINBOW
					3,600.00	3,600.00	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1130.000.120. COCURRICULAR SUPPLIES							
24007111	001	013306	VENTRIS LEARNING LLC	03/18/24	630.00	630.00	9 UFLI MANUALS @ $70 EA - $630
24007111	002	013306	VENTRIS LEARNING LLC	03/18/24	48.00	48.00	7.5% SHIPPING
24007114	001	008996	REALLY GREAT READING COMPANY	03/18/24	1,374.00	1,374.00	LETTER TILE BOX FOR 8 - 4 @ $139
24007114	002	008996	REALLY GREAT READING COMPANY	03/18/24	141.00	141.00	SHIPPING
24007130	001	014542	95 PERCENT GROUP LLC	03/19/24	459.00	459.00	COMPREHENSION KIT GR 3-6 - 219.00
24007130	002	014542	95 PERCENT GROUP LLC	03/19/24	46.00	46.00	SHIPPING 10%
					2,698.00	2,698.00	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1130.000.125. COCURRICULAR SUPPLIES							
24008007	001	500001	AMAZON MARKETPLACE	04/15/24	193.00	193.00	* RAINBOW LETTER POP IT X10 $17.9
24008052	001	500001	AMAZON MARKETPLACE	04/15/24	195.00	195.00	* RAINBOW LETTER POP IT X10 $17.9

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24008084	001	500001	AMAZON MARKETPLACE	04/15/24	23.00	23.00	* WHITEBOARD SPINNERS X1 BOX $21.
24008104	001	500001	AMAZON MARKETPLACE	04/15/24	50.00	50.00	* PHONICS CARD GAME X1 $22.93 * S
					461.00	461.00	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1130.000.130. COCURRICULAR SUPPLIES							
24007094	001	500000	AMAZON.COM	03/18/24	120.00	120.00	PURCHASE READING POSTERS FOR CLAS
24007679	001	000823	LAKESHORE LEARNING MATERIALS	04/05/24	725.00	725.00	PURCHASE CLASSROOM/SMALL GROUP MA
24007738	001	500000	AMAZON.COM	04/08/24	549.00	549.00	PURCHASE CLASSROOM/SMALL GROUP MA
					1,394.00	1,394.00	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1130.000.151. COCURRICULAR SUPPLIES							
24007922	001	500001	AMAZON MARKETPLACE	04/15/24	3,200.00	3,200.00	TAKE HOME RSA BAGS FOR STUDENT LE
					3,200.00	3,200.00	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1132.000.160. COCURRICULAR SUPPLIES							
24008118	001	008996	REALLY GREAT READING COMPANY	04/15/24	1,819.83	1,819.83	LETTER TILES AND SYLLA BOARDS CLA
24008120	001	008996	REALLY GREAT READING COMPANY	04/15/24	596.26	596.26	CLASSROOM SET OF BLAST FOUNDATION
					2,416.09	2,416.09	
DETAILS FOR ACCOUNT: 11.0367.52213.860.0427.0000.000.145. STAFF REGISTRATION & TUITION							
24008058	001	012200	JP MORGAN CHASE BANK NA	04/15/24	1,000.00	1,000.00	LEXIA LEARNING LETRS TRAINING FOR
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0412.51000.611.0314.8400.000.710. PAPER SUPPLIES							
24007910	001	500001	AMAZON MARKETPLACE	04/12/24	250.00	250.00	CLASSROOM SUPPLIES FOLDERS, PAPER
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0412.51000.619.0312.8600.000.705. INSTR-GENERAL OFFICE SUPPLIES							
24008028	001	500000	AMAZON.COM	04/15/24	3,000.00	3,000.00	CLASSROOM SUPPLIES AS NEEDED
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 11.0412.51000.651.0314.8400.000.501. APPLIANCES							
24007960	001	000371	LOWE'S HOME CENTERS INC	04/15/24	4,000.00	4,000.00	DISHWASHER MICROWAVE WASHER DRYER
					4,000.00	4,000.00	
DETAILS FOR ACCOUNT: 11.0412.51000.651.0314.8400.000.710. INSTRUCTION-APPLIANCES							
24007761	001	500001	AMAZON MARKETPLACE	04/10/24	573.97	573.97	(1) CRICUT 3 EXPLOR AND DIGITAL C
					573.97	573.97	
DETAILS FOR ACCOUNT: 11.0412.51000.653.0315.8700.000.501. TECH RELATED SUPPLIES							
24007751	001	013961	LONG YU	04/10/24	1,043.00	59.00	FILAMENT REFILLS ASSORTED
					1,043.00	59.00	
DETAILS FOR ACCOUNT: 11.0412.51000.653.0315.8700.000.705. TECH RELATED SUPPLIES							
24007665	001	500000	AMAZON.COM	04/05/24	2,000.00	2,000.00	COMPUTER & TECHNOLOGY RELATED CLA
24007666	001	011244	NEWEGG BUSINESS INC	04/05/24	2,000.00	2,000.00	BLANKET FOR COMPUTER ACCESSORIES:
24007667	001	500000	AMAZON.COM	04/05/24	2,000.00	2,000.00	COMPUTER & TECHNOLOGY RELATED CLA
					6,000.00	6,000.00	
DETAILS FOR ACCOUNT: 11.0412.51000.673.0315.8700.000.501. PORTABLE DEVICES							
24007917	001	000743	DELL COMPUTER CORP	04/12/24	3,156.72	3,156.72	DELL CHROMBOOK 3110 X 12
					3,156.72	3,156.72	

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DETAILS FOR ACCOUNT: 11.0412.51000.681.0314.8400.000.501. INSTR-COCURRICULAR SUPPLIES							
24007929	001	500000	AMAZON.COM	04/15/24	700.00	700.00	FACS CLASSROOM FOOD AND SUPPLIES
					700.00	700.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0314.8400.000.710. INSTR-COCURRICULAR SUPPLIES							
24007759	001	500001	AMAZON MARKETPLACE	04/10/24	250.00	250.00	COCURRICULAR CLASSROOM SUPPLIES F
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.500. COCURRICULAR SUPPLIES							
24007868	001	500000	AMAZON.COM	04/10/24	2,500.00	2,500.00	IRVING OPEN PO-CAREER TECH -COMPU
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.501. COCURRICULAR SUPPLIES							
24007205	001	500000	AMAZON.COM	03/26/24	1,500.00	1,062.24	CLASSROOM SUPPLIES FOR GATEWAY TO
24007920	001	500000	AMAZON.COM	04/12/24	1,500.00	1,500.00	CLASSROOM SUPPLIES FOR GATEWAY TO
					3,000.00	2,562.24	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.502. COCURRICULAR SUPPLIES							
24006816	001	001390	PITSCO EDUCATION LLC	03/05/24	502.70	502.70	CARTS, STORAGE BINS, ECT GATEWAY
					502.70	502.70	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.504. COCURRICULAR SUPPLIES							
24007635	001	003649	MIDWEST SHOP SUPPLIES, INC	04/04/24	450.00	450.00	BOX CUTTING TOOLS
					450.00	450.00	
DETAILS FOR ACCOUNT: 11.0412.51000.682.0314.8400.000.501. REFRESHMENTS/AWARDS/GIFTS							
24008097	001	001225	WALMART STORES INC	04/15/24	200.00	200.00	FACS CLASSROOM FOOD SUPPLIES FOR
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0412.51000.810.0312.8600.000.705. DUES AND FEES							
24007649	001	000360	DECA INC	04/04/24	720.00	720.00	6-DECA NIGHT AT DISNEY CALIFORNIA
					720.00	720.00	
DETAILS FOR ACCOUNT: 11.0412.51000.810.0314.8400.000.500. DUES AND FEES							
24006969	001	001227	FCCLA CENTRAL REGION DISTRICT	03/11/24	270.00	270.00	IRVING CAREER TECH-FCCLA-FACS-8-S
					270.00	270.00	
DETAILS FOR ACCOUNT: 11.0412.51000.810.0315.8700.000.502. DUES AND FEES							
24007044	002	001545	TECHNOLOGY STUDENT ASSOCIATIO	03/13/24	3,010.00	490.00	NATIONAL BLUE CAP TSA MEMBERSHIP
24007061	001	008939	ROBOTICS EDUCATION & COMPETIT	03/14/24	15.00	15.00	TSA VEX IQ ROBOTICS 2024
					3,025.00	505.00	
DETAILS FOR ACCOUNT: 11.0412.52199.683.0315.8700.000.500. EXTRA CURRICULAR SUPPLIES							
24006812	001	001545	TECHNOLOGY STUDENT ASSOCIATIO	03/05/24	894.50	894.50	IRIVNG/TSA SHIRTS-1-XL,8-LARGE,8-
					894.50	894.50	
DETAILS FOR ACCOUNT: 11.0412.52213.583.0315.8700.000.504. OUT OF STATE TRAVEL							
24007626	001	012200	JP MORGAN CHASE BANK NA	04/04/24	2,000.00	2,000.00	LODGING FOR TSA NATIONAL CONFEREN
24007637	001	013609	SPRECHER, DILLYN	04/04/24	950.00	950.00	PER DIEM FOR CONFERENCE IN ORLAND
24008109	001	006111	AMERICAN AIRLINES GROUP & MEE	04/15/24	500.00	500.00	AIRFAIR TO PLTW TRAINING JUNE 20
24008110	001	012200	JP MORGAN CHASE BANK NA	04/15/24	1,500.00	1,500.00	LODGING FOR PLTW TRAINING ANGEL

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24008112	001	014290	ROACH, ANGEL	04/15/24	490.00	490.00	PER DIEM FOR PLTW TRAINING JUNE 2
24008113	001	012200	JP MORGAN CHASE BANK NA	04/15/24	500.00	500.00	RENTAL CAR FOR ANGEL ROACH AT PLT
					5,940.00	5,940.00	
DETAILS FOR ACCOUNT: 11.0412.52213.810.0314.8400.000.710. DUES AND FEES							
24007536	001	003630	OKLAHOMA ASSOCIATION CAREER &	04/03/24	115.00	115.00	CONFERENCE REGISTRATION FOR OKLAH
					115.00	115.00	
DETAILS FOR ACCOUNT: 11.0412.52213.860.0312.8600.000.705. STAFF REGISTRATION & TUITION							
24007293	001	000731	OKLAHOMA DECA	04/01/24	905.00	905.00	ENTRY FEE FOR TEACHER & 4 STUDENT
					905.00	905.00	
DETAILS FOR ACCOUNT: 11.0412.52213.860.0315.8700.000.504. STAFF REGISTRATION & TUITION							
24007622	001	001545	TECHNOLOGY STUDENT ASSOCIATIO	04/04/24	300.00	300.00	REGISTRATION FOR DILLYN SPRECHER
24007636	001	010733	PROJECT LEAD THE WAY INC	04/04/24	1,200.00	1,200.00	REGISTRATION FOR TRAINING ANGEL R
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 11.0426.52213.583.0333.0000.000.705. OUT OF STATE TRAVEL							
24008079	001	001268	SOUTHWEST AIRLINES	04/15/24	2,044.80	2,044.80	AIRFARE FOR 5 TEACHERS TO NASHVIL
					2,044.80	2,044.80	
DETAILS FOR ACCOUNT: 11.0426.52213.860.0333.0000.000.705. STAFF REGISTRATION & TUITION							
24008077	001	000231	SOLUTION TREE INC	04/15/24	4,614.00	4,614.00	6 STAFF REGISTRATION FOR PROFESSI
					4,614.00	4,614.00	
DETAILS FOR ACCOUNT: 11.0426.52213.860.0333.0000.000.710. STAFF REGISTRATION & TUITION							
24007905	001	002566	BOARD OF CONTROL FOR SOUTHERN	04/11/24	2,500.00	2,500.00	(4) SREB REGISTRATION KIM GARRET
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 11.0426.52573.583.0333.0000.000.705. OUT OF STATE TRAVEL							
24008078	001	001268	SOUTHWEST AIRLINES	04/15/24	817.92	817.92	AIRFARE FOR 2 ADMIN STAFF MEMBERS
					817.92	817.92	
DETAILS FOR ACCOUNT: 11.0426.52573.583.0333.0000.000.710. OUT OF STATE TRAVEL							
24007906	001	001268	SOUTHWEST AIRLINES	04/11/24	1,031.88	1,031.88	(3) AIRLINE TICKETS TO NASHVILLE
24008087	001	001268	SOUTHWEST AIRLINES	04/15/24	210.00	210.00	(3) AIRLINE TICKETS TO NASHVILLE
					1,241.88	1,241.88	
DETAILS FOR ACCOUNT: 11.0511.51000.322.0429.1050.000.140. INSTRUCTIONAL SERVICES							
24007701	001	014561	MIYARES, DANIEL ARMSTRONG	04/08/24	1,000.00	1,000.00	HALF DAY AUTHOR VISIT, 2 SESSIONS
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0511.51000.619.0429.1110.000.125. GENERAL OFFICE SUPPLIES							
24007133	001	500001	AMAZON MARKETPLACE	03/19/24	425.00	425.00	* PLASTIC SLEEVES (30PK) X9 $19.
					425.00	425.00	
DETAILS FOR ACCOUNT: 11.0511.51000.641.0429.1114.000.501. BOOKS							
24007745	001	500000	AMAZON.COM	04/10/24	1,500.00	1,500.00	HIGH LOW STUDENT BOOKS LIST ATTAC
24007912	001	000358	ASCD	04/12/24	2,000.00	2,000.00	TEACHER RESOURCES GUIDING MEANING
					3,500.00	3,500.00	

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DETAILS FOR ACCOUNT: 11.0511.51000.641.0429.1120.000.125. BOOKS							
24007220	001	011562	FIRST BOOK	03/27/24	1,300.00	1,300.00	* PUP PUP PUPPIES X50 $130 (1ST G
					1,300.00	1,300.00	
DETAILS FOR ACCOUNT: 11.0511.51000.641.0429.1134.000.160. BOOKS							
24006912	001	004960	AMPLIFY EDUCATION INC	03/07/24	3,000.00	3,000.00	CLASSROOM SET FOR 4TH GRADE 92 RE
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 11.0511.51000.641.0429.1139.000.125. BOOKS							
24007140	001	000046	SCHOLASTIC BOOK CLUBS	03/19/24	110.00	110.00	* BEHIND THE LITTLE RED DOOR $2 X
					110.00	110.00	
DETAILS FOR ACCOUNT: 11.0511.51000.652.0494.1050.000.151. AUDIOVISUAL							
24007222	001	500001	AMAZON MARKETPLACE	03/27/24	2,060.00	2,060.00	240 SETS OF AUDIO HEADPHONES (24
					2,060.00	2,060.00	
DETAILS FOR ACCOUNT: 11.0511.51000.653.0429.0000.000.120. TECH RELATED SUPPLIES							
24007164	001	500000	AMAZON.COM	03/20/24	300.00	35.19	AINOWES 60 MINUTE VISUAL TIMER LI
					300.00	35.19	
DETAILS FOR ACCOUNT: 11.0511.51000.653.0494.1050.000.151. TECH RELATED SUPPLIES							
24007156	001	000824	APPLE INC	03/19/24	1,999.00	1,999.00	20 KEYBOARD/COVERS
					1,999.00	1,999.00	
DETAILS FOR ACCOUNT: 11.0511.51000.673.0494.1130.000.151. PORTABLE DEVICES							
24007419	001	000824	APPLE INC	04/02/24	10,909.08	10,909.08	20 IPADS DISCOUNTED FOR PACKS OF
					10,909.08	10,909.08	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.0000.000.130. COCURRICULAR SUPPLIES							
24007085	001	500000	AMAZON.COM	03/18/24	170.00	170.00	PURCHASE MATERIALS FOR RESOURCE R
24007106	001	500000	AMAZON.COM	03/18/24	430.00	430.00	PURCHASE ENRICHMENT MATERIALS - G
					600.00	600.00	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.0000.000.165. COCURRICULAR SUPPLIES							
24006997	001	500000	AMAZON.COM	03/12/24	2,500.00	2,500.00	TITLE I- READING & MATH INTERVENT
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.1050.000.145. INSTR-COCURRICULAR SUPPLIES							
24007159	001	008996	REALLY GREAT READING COMPANY	03/19/24	3,102.00	3,102.00	12) Blast Foundation Student Kits
					3,102.00	3,102.00	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.1130.000.160. COCURRICULAR SUPPLIES							
24006913	001	012556	WILSON LANGUAGE TRAINING CORP	03/07/24	2,200.00	2,200.00	GRADE LEVEL SET OF MAGNETIC LETTE
					2,200.00	2,200.00	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.2200.000.125. INSTR-COCURRICULAR SUPPLIES							
24007142	001	007866	DOLLAR TREE	03/19/24	55.00	55.00	* ALPHABET WORKBOOKS $1.25 X50 *
					55.00	55.00	
DETAILS FOR ACCOUNT: 11.0511.52120.619.0429.0000.000.122. GENERAL OFFICE SUPPLIES							
24007056	001	014200	ARTEMAX	03/13/24	511.00	511.00	KENNEDY HERO BRACELETS FOR INCENT
					511.00	511.00	

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0511.52120.619.0429.0000.000.130. GENERAL OFFICE SUPPLIES							
24007069	001	010520	LOVING GUIDANCE INC	03/18/24	300.00	300.00	SCHOOL FAMILY DELUXE VALUE PACK -
24007069	002	010520	LOVING GUIDANCE INC	03/18/24	99.00	99.00	SELF REGULATION VALUE PACK - ACTI
24007069	003	010520	LOVING GUIDANCE INC	03/18/24	59.85	59.85	SHIPPING
					458.85	458.85	
DETAILS FOR ACCOUNT: 11.0511.52120.619.0429.1120.000.110. GENERAL OFFICE SUPPLIES							
24006910	001	010520	LOVING GUIDANCE INC	03/07/24	2,495.00	2,495.00	CONSCIOUS DISCIPLINE MATERIALS FO
24007553	001	010520	LOVING GUIDANCE INC	04/04/24	4,103.20	4,103.20	14 SAFE PLACE POSTER SETS AT 18 E
					6,598.20	6,598.20	
DETAILS FOR ACCOUNT: 11.0511.52120.641.0429.0000.000.145. BOOKS							
24007485	001	010520	LOVING GUIDANCE INC	04/02/24	1,569.75	1,569.75	35) COPIES OF THE BOOK "CONSCIOUS
					1,569.75	1,569.75	
DETAILS FOR ACCOUNT: 11.0511.52194.619.0429.0000.000.107. PARENTAL ADV-GEN OFFICE SUP							
24008108	001	500000	AMAZON.COM	04/15/24	200.00	200.00	CAMP TBIRD TAKE A LOOK SUPPLIES -
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0511.52194.681.0429.1130.000.151. COCURRICULAR SUPPLIES							
24007135	001	500001	AMAZON MARKETPLACE	03/19/24	200.90	200.90	RECOGNITION, SUPPLIES, AND PARTIC
					200.90	200.90	
DETAILS FOR ACCOUNT: 11.0511.52199.619.0429.0000.000.088. STUDENT SUPP-GEN OFFICE SUPPLI							
24007084	001	001225	WALMART STORES INC	03/18/24	100.00	100.00	MV ASSIST 710020
24007090	001	001225	WALMART STORES INC	03/18/24	100.00	100.00	MV ASSIST 710021
24007242	001	001225	WALMART STORES INC	03/27/24	100.00	100.00	MV ASSIST 145009
24007494	001	001225	WALMART STORES INC	04/02/24	200.00	200.00	MV ASSIST 110006,504005
24007495	001	001225	WALMART STORES INC	04/02/24	200.00	200.00	MV ASSIST 710022,710023
24008060	001	001225	WALMART STORES INC	04/15/24	100.00	100.00	MV ASSIST 112006
24008061	001	001225	WALMART STORES INC	04/15/24	300.00	300.00	MV ASSIST 150001 150002 501007
24008071	001	001225	WALMART STORES INC	04/15/24	100.00	100.00	MV ASSIST 74009
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 11.0511.52573.860.0429.0000.000.125. INSERV TRAIN-STAFF REG & TUITI							
24007144	001	004424	AMERICAN SCHOOL COUNSELOR ASS	03/19/24	99.00	99.00	REGISTRATION FOR COUNSELOR TO REC
					99.00	99.00	
DETAILS FOR ACCOUNT: 11.0511.52573.860.0494.0000.000.500. STAFF REGISTRATION & TUITION							
24006813	001	001325	CCOSA	03/05/24	998.00	998.00	TITLE ONE 2-ADMIN-ROBERTS, VARNER
					998.00	998.00	
DETAILS FOR ACCOUNT: 11.0515.51000.611.0430.0000.000.740. PAPER SUPPLIES							
24007143	001	500001	AMAZON MARKETPLACE	03/19/24	608.00	163.14	LIGHT PINK $119 BLACK$86.91 GRAY
					608.00	163.14	
DETAILS FOR ACCOUNT: 11.0515.51000.652.0430.0000.000.740. AUDIOVISUAL							
24007197	001	004842	GUITAR CENTER STORES INC	03/26/24	1,999.00	1,999.00	UAD ULTIMATE 12 PACKAGE INCLUDES
					1,999.00	1,999.00	

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DETAILS FOR ACCOUNT: 11.0515.51000.653.0100.1050.000.500. TECH RELATED SUPPLIES							
24007074	001	013321	IMAGINE LEARNING LLC	03/18/24	500.00	500.00	IMAGINE MATH ELA NWEA MAP INTEGRA
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0515.51000.673.0430.0000.000.740. PORTABLE DEVICES							
24007572	001	000824	APPLE INC	04/04/24	3,918.00	3,918.00	2 X @ 1,959.00 IMACWITH 8-CORE AN
					3,918.00	3,918.00	
DETAILS FOR ACCOUNT: 11.0515.51000.681.0430.0000.000.740. COCURRICULAR SUPPLIES							
24007147	001	001390	PITSCO EDUCATION LLC	03/19/24	280.00	280.00	$255.00 AQUAPORT II WATER ROCKET
24007148	001	000370	CAROLINA BIOLOGICAL	03/19/24	98.00	98.00	SCIENCE CLOUD APPARATUS USED TO D
24007163	001	014548	VERNIER SOFTWARE & TECHNOLOGY	03/20/24	1,373.00	1,373.00	DYNAMICS TRACK AND CART SYSTEM WI
					1,751.00	1,751.00	
DETAILS FOR ACCOUNT: 11.0515.52199.320.0430.0000.000.740. PROFESSIONAL EDUCATION SERVICE							
24007275	001	010911	THE TRIUMPH TEAM LLC	04/01/24	3,750.00	3,750.00	STUDENT CAREER ASSESSMENT DEBRIEF
					3,750.00	3,750.00	
DETAILS FOR ACCOUNT: 11.0515.52213.321.0430.0000.000.740. INSTRUCTIONAL PROG IMPROVE SER							
24007167	001	010911	THE TRIUMPH TEAM LLC	03/21/24	2,000.00	2,000.00	RENNY COOK 5 VOICES STAFF TRANING
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.0515.52573.860.0430.0000.000.740. STAFF REGISTRATION & TUITION							
24007089	001	001325	CCOSA	03/18/24	2,000.00	2,000.00	REGISTRATION FEES FOR PAUL TRYGGE
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.0518.51000.653.0429.1130.000.740. COMPUTERS							
24007831	001	500000	AMAZON.COM	04/10/24	200.00	200.00	10 CORDS FOR CHROMEBOOKS FOR FACI
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0518.51000.653.0498.0000.000.740. TECH RELATED SUPPLIES							
24007268	001	013321	IMAGINE LEARNING LLC	04/01/24	3,300.00	3,300.00	QUOTE #40904 ODYSSEYWARE K12 20 L
					3,300.00	3,300.00	
DETAILS FOR ACCOUNT: 11.0541.52213.320.0429.0000.000.090. PROFESSIONAL EDUCATION SERVICE							
24006995	001	014534	COUNCIL OF CHIEF STATE OFFICE	03/12/24	578.13	578.13	SPEAKER FOR 23-24 CONVOCATION
					578.13	578.13	
DETAILS FOR ACCOUNT: 11.0541.52573.583.0429.0000.000.050. OUT OF STATE TRAVEL							
24007125	001	001886	JOURNEY HOUSE TRAVEL INC	03/18/24	1,980.00	1,980.00	FLIGHTS TO NASHVILLE FOR THE NAES
					1,980.00	1,980.00	
DETAILS FOR ACCOUNT: 11.0541.55500.583.0429.0000.000.050. PRIV SCH-OUT OF STATE TRAVEL							
24006833	001	014521	MARRIOTT INTERNATIONAL INC	03/05/24	800.00	800.00	HOTEL STAY AT THE MARRIOTT ST. LO
24006919	001	014528	TSAY, DONGMEI	03/07/24	500.00	500.00	TERRA VERDE - DONGMEI TSAY - PER
					1,300.00	1,300.00	
DETAILS FOR ACCOUNT: 11.0561.51000.322.0429.0000.000.092. INSTRUCTIONAL SERVICES							
24007702	001	014039	REGALIA MAKING RELATIVES	04/08/24	250.00	250.00	CULTURAL ACTIVITY
					250.00	250.00	

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DETAILS FOR ACCOUNT: 11.0561.51000.581.0429.0000.000.155. IN DISTRICT TRAVEL							
24007955	001	004109	SCHOVANEC, WENDI	04/15/24	200.00	200.00	IN-DISTRICT TRAVEL REIMBURSEMENT
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0561.51000.581.0429.0000.000.705. INSTRUCT-IN DISTRICT TRAVEL							
24007950	001	014407	FALLS DOWN, CORDELIA	04/15/24	100.00	100.00	IN-DISTRICT MILEAGE REIMBURSEMENT
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0561.51000.582.0429.0000.000.155. OUT OF DISTRICT TRAVEL							
24007956	001	004109	SCHOVANEC, WENDI	04/15/24	100.00	100.00	OUT OF DISTRICT MILEAGE REIMBURSE
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0561.52199.619.0429.0000.000.092. STUDENT SUPP-GEN OFFICE SUPPLI							
24007487	001	008678	HOBBY LOBBY	04/02/24	300.00	300.00	END OF THE YEAR CULTURAL ACTIVITI
24007698	001	000371	LOWE'S HOME CENTERS INC	04/08/24	50.00	50.00	CULTURAL ACITIVITIES FOR BATTLE O
24007700	001	000428	MG NOVELITIES - PARTY GALAXY	04/08/24	120.00	120.00	SENIOR RECOGNITION NIGHT DECORATI
24007766	001	012200	JP MORGAN CHASE BANK NA	04/10/24	200.00	200.00	CULTURAL SUPPLIES/ FOR CLAY POTTE
24008107	001	008678	HOBBY LOBBY	04/15/24	100.00	100.00	CULTURAL ACTIVITIES AT THE END OF
					770.00	770.00	
DETAILS FOR ACCOUNT: 11.0561.52199.682.0429.0000.000.092. REFRESHMENTS/AWARDS/GIFTS							
24007218	001	012200	JP MORGAN CHASE BANK NA	03/27/24	125.68	125.68	HASKELL INDIAN NATIONS UNIVERSITY
24007589	001	010909	CREST STORE #8	04/04/24	200.00	200.00	CULTURAL ACTIVITY SUPPLIES
24007757	001	014573	VON DER OSTEN SACKEN, VALERIE	04/10/24	44.95	44.95	CAP AND GOWN REIMBUREMENT (VALER
24007925	001	014574	MCCORMICK, JULIE	04/15/24	44.95	44.95	CAP AND GOWN REIMBURSEMENT FOR :
24007927	001	014576	DAVIS, KENYA	04/15/24	44.95	44.95	CAP AND GOWN REIMBURSEMENT FOR :
					460.53	460.53	
DETAILS FOR ACCOUNT: 11.0561.52199.683.0429.0000.000.092. STUD SUPP-EXTRA CURRICULAR SUP							
24007699	001	007866	DOLLAR TREE	04/08/24	100.00	100.00	CULTURAL ACTIVITES FOR SENIOR NIG
24007790	001	014572	HOBI HAQUE	04/10/24	1,899.45	1,899.45	BOB OF T-SHIRTS YM 24,YL 75 LIME
24007951	001	014572	HOBI HAQUE	04/15/24	400.00	400.00	1 MED, 2LRG, $10.65 PER SHIRT. 2
					2,399.45	2,399.45	
DETAILS FOR ACCOUNT: 11.0561.52199.810.0429.0000.000.092. STUDENT SUPPORT-DUES AND FEES							
24007224	001	012856	GENTRY, JAMES	03/27/24	50.00	50.00	REIMBURSEMENT OF PSAT (JAMES GEN
24007486	001	000783	PROFESSIONAL BASKETBALL CLUB	04/02/24	500.00	500.00	OKC THUNDER ADMISSIONS TICKETS FO
24007756	001	014143	BELL, NICOLE	04/10/24	100.00	100.00	AP EXAM REIMBURSEMENT (FOR HUDSO
24007926	001	014575	DUNN, MELISSIA	04/15/24	100.00	100.00	AP REIMBURSEMENT EXAM FOR: EVAN F
24007928	001	014143	BELL, NICOLE	04/15/24	65.00	65.00	ADMISSIONS FEE FOR HART HUDSON
					815.00	815.00	
DETAILS FOR ACCOUNT: 11.0561.52213.582.0429.0000.000.092. INST STAFF TRAIN-OD DIST TRAVE							
24007595	001	004109	SCHOVANEC, WENDI	04/04/24	253.55	253.55	REF: PO 24006306 PER DIEM 2024 OK
					253.55	253.55	
DETAILS FOR ACCOUNT: 11.0561.52490.682.0429.0000.000.097. REFRESHMENTS/AWARDS/GIFTS							
24007223	001	013415	OKC FABRIC MARKET LLC	03/27/24	1,000.00	1,000.00	FABRIC FOR SENIOR STOLES
24007580	001	000513	PETERS, VINCENT - SOONER TROP	04/04/24	230.00	230.00	BATTLE OF THE BOOKS TROPHIES AND
24007961	001	000285	JOSTENS INC	04/15/24	80.00	80.00	5 CAPS FOR NORMAN HIGH, 5 CAPS FO
					1,310.00	1,310.00	

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DETAILS FOR ACCOUNT: 11.0561.52573.581.0429.0000.000.092. INSERV TRAIN-IN DISTRICT TRAVE							
24007947	001	010605	GRIMES, ZACHARY	04/15/24	150.00	150.00	ZACHARY GRIMES / IN-DISTRICT MILE
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0561.52573.582.0429.0000.000.092. INSERV TRAIN-OUT OF DIST TRAVE							
24007949	001	002487	HARJO, LUCYANN	04/15/24	500.00	500.00	OUT-OF-DISTRICT MILEAGE
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0563.52199.619.0429.0000.000.092. STUDENT SUPP-GEN OFFICE SUPPLI							
24007993	001	012200	JP MORGAN CHASE BANK NA	04/15/24	300.00	300.00	EMERGENCY PO
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0563.52199.682.0429.0000.000.092. REFRESHMENTS/AWARDS/GIFTS							
24007574	001	011435	MAULDIN, NICK - CHICK FIL A	04/04/24	1,300.00	1,300.00	MIDDLE SCHOOL REWARDS
24007575	001	001232	SAM'S EAST INC	04/04/24	1,200.00	1,200.00	END OF THE YEAR CULTURAL ACTIVITI
24007593	001	000844	OZARK PIZZA COMPANY - PAPA JO	04/04/24	600.00	600.00	BATTLE OF THE BOOKS MEAL
					3,100.00	3,100.00	
DETAILS FOR ACCOUNT: 11.0563.52199.683.0429.0000.000.092. STUD SUPP-EXTRA CURRICULAR SUP							
24008027	001	014572	HOBI HAQUE	04/15/24	340.00	340.00	BATTLE OF THE BOOKS T-SHIRTS FOR
					340.00	340.00	
DETAILS FOR ACCOUNT: 11.0571.51000.641.0410.1310.000.130. INSTRUCTIONAL-BOOKS							
24007046	001	000211	BILINGUAL DICTIONARIES INC	03/13/24	46.05	46.05	PURCHASE 2 DARI WORD TO WORD DICT
					46.05	46.05	
DETAILS FOR ACCOUNT: 11.0571.51000.641.0410.1310.000.705. BOOKS							
24007329	001	000211	BILINGUAL DICTIONARIES INC	04/01/24	100.87	100.87	PURCHASE 4 PASHTO AND 1 DARI WORD
					100.87	100.87	
DETAILS FOR ACCOUNT: 11.0571.51000.681.0410.1310.000.088. COCURRICULAR SUPPLIES							
24007977	001	002447	CONTINENTAL PRESS INC, THE	04/15/24	581.78	581.78	READY, SET, GO! NEWCOMERS KIT
24007980	001	500001	AMAZON MARKETPLACE	04/15/24	90.00	90.00	PURCHASE CO-CURRICULAR SUPPLIES:
24008056	001	000823	LAKESHORE LEARNING MATERIALS	04/15/24	2,147.95	2,147.95	19 SETS OF VOCABULARY CARDS AT $1
					2,819.73	2,819.73	
DETAILS FOR ACCOUNT: 11.0613.52213.582.0239.0000.000.089. INST STAFF TRAIN-OD DIST TRAVE							
24008029	001	007146	CHICKASAW NATION DIVISION OF	04/15/24	1,284.00	1,284.00	EXPENSES FOR HOTEL STAY AT THE CH
24008030	001	006799	HILL, CHELSI	04/15/24	150.00	150.00	PER DIEM IN STATE TRAVEL TO DEAF
24008031	001	014048	MOTLEY, AMBER	04/15/24	150.00	150.00	PER DIEM IN STATE TRAVEL TO DEAF
24008054	001	014253	LEE, JUNGHAE	04/15/24	150.00	150.00	PER DIEM IN STATE TRAVEL TO DEAF
24008119	001	014594	DRAPER, AMANDA	04/15/24	150.00	150.00	PER DIEM IN STATE TRAVEL TO DEAF
					1,884.00	1,884.00	
DETAILS FOR ACCOUNT: 11.0618.51000.619.0239.0000.000.710. GENERAL OFFICE SUPPLIES							
24006824	001	001225	WALMART STORES INC	03/05/24	100.00	90.16	(4) CREATIVELY DESIGNED PRODUCTS
					100.00	90.16	
DETAILS FOR ACCOUNT: 11.0618.51000.681.0239.0000.000.710. COCURRICULAR SUPPLIES							
24006849	001	500000	AMAZON.COM	03/06/24	500.00	150.04	(1) GIANTEX 4" THICK FOLDING GYM
					500.00	150.04	

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DETAILS FOR ACCOUNT: 11.0621.51000.322.0239.0000.000.705. INSTRUCTIONAL SERVICES							
24007149	001	013294	CARLTON ANNE COOK WALKER, ATT	03/19/24	10,000.00	10,000.00	CONSULTATION & TVI SERVICES @ $20
					10,000.00	10,000.00	
DETAILS FOR ACCOUNT: 11.0621.51000.581.0239.0000.000.165. IN DISTRICT TRAVEL							
24007714	001	012502	BRILEY, ELIZABETH	04/08/24	200.00	200.00	MILEAGE REIMBURSEMENT FOR SY 2023
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0621.51000.581.0239.0000.000.705. IN DISTRICT TRAVEL							
24007722	001	003781	NORMAN, DEBRA	04/08/24	115.00	115.00	2023-2024 TRAVEL FOR DEAF AND HAR
					115.00	115.00	
DETAILS FOR ACCOUNT: 11.0621.51000.614.0239.1050.000.120. TESTING SUPPLIES & MATERIALS							
24006821	001	000287	NCS PEARSON ASSESSMENTS	03/05/24	226.30	226.30	ITEM#32391 KTEA-3 BRIEF STIMULUS
24006821	002	000287	NCS PEARSON ASSESSMENTS	03/05/24	23.00	23.00	SHIPPING & HANDLING
					249.30	249.30	
DETAILS FOR ACCOUNT: 11.0621.51000.651.0239.0000.000.112. APPLIANCES/FURN/FIXTURES							
24007488	001	001225	WALMART STORES INC	04/02/24	300.00	300.00	(3) RADIO FLYER, 3-IN-1 EZ FOLD W
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0621.51000.653.0239.0000.000.140. TECH RELATED SUPPLIES							
24007754	001	001271	PHONAK LLC	04/10/24	802.06	802.06	(1) ROGER FOCUS II (ELECTRIC GREE
24007754	002	001271	PHONAK LLC	04/10/24	802.06	802.06	(1) ROGER FOCUS II (BLUE OCEAN)
24007754	003	001271	PHONAK LLC	04/10/24	1,604.12	1,604.12	(1) ROGER FOCUS II (CARIBBEAN PIR
24007754	004	001271	PHONAK LLC	04/10/24	5.40	5.40	(1) LANYARD ROGER ON
24007754	005	001271	PHONAK LLC	04/10/24	8.60	8.60	(1) OPEN SMOKEY DOME S (SET)
24007754	006	001271	PHONAK LLC	04/10/24	8.60	8.60	(1) OPEN SMOKEY DOME M (SET)
24007754	007	001271	PHONAK LLC	04/10/24	19.99	19.99	SHIPPING & HANDLING
					3,250.83	3,250.83	
DETAILS FOR ACCOUNT: 11.0621.51000.653.0239.0000.000.160. TECH RELATED SUPPLIES							
24007157	001	001271	PHONAK LLC	03/19/24	10.80	10.80	(2) LAVALLIER ROGER PEN
24007157	002	001271	PHONAK LLC	03/19/24	860.84	860.84	(1) ROGER X (02) (CHAMPAGNE)
24007157	003	001271	PHONAK LLC	03/19/24	176.00	176.00	(5) BATTERY 312 POWERONE (60EA/PK
24007157	004	001271	PHONAK LLC	03/19/24	802.06	802.06	(1) ROGER FOCUS II (MAJESTY PURPL
24007157	005	001271	PHONAK LLC	03/19/24	8.60	8.60	(1) OPEN DOME 4.0 S
24007157	006	001271	PHONAK LLC	03/19/24	8.60	8.60	(1) OPEN DOME 4.0 M
24007157	007	001271	PHONAK LLC	03/19/24	8.60	8.60	(1) VENTED DOME 4.0 S
24007157	008	001271	PHONAK LLC	03/19/24	8.60	8.60	(1) VENTED DOME 4.0 M
24007157	009	001271	PHONAK LLC	03/19/24	11.80	11.80	(1) BLISTER PACK SLIMTUBE HE O-R
24007157	010	001271	PHONAK LLC	03/19/24	11.80	11.80	(1) BLISTER PACK SLIMTUBE HE O-L
24007157	011	001271	PHONAK LLC	03/19/24	11.80	11.80	(1) BLISTER PACK SLIMTUBE HE 1-R
24007157	012	001271	PHONAK LLC	03/19/24	19.99	19.99	SHIPPING & HANDLING
					1,939.49	1,939.49	
DETAILS FOR ACCOUNT: 11.0621.52135.581.0239.0000.000.089. IN DISTRICT TRAVEL							
24006820	001	012724	PAYNE, AMBER	03/05/24	50.00	50.00	2023-2024 TRAVEL/OCCUPATIONAL THE
24006854	001	010966	HACKER, DENEE	03/06/24	300.00	300.00	2023-2024 TRAVEL/OCCUPATIONAL THE
24007723	001	002094	JONES, CYNTHIA	04/08/24	150.00	150.00	2023-2024 TRAVEL/OCCUPATIONAL THE
					500.00	500.00	

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DETAILS FOR ACCOUNT: 11.0621.52135.658.0239.0000.000.089. PT/OT-ADAPT (SPEC ED) EQUIP							
24007491	001	500000	AMAZON.COM	04/02/24	500.00	500.00	OT/PT CLASSROOM MATERIALS AND SUP
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0621.52140.581.0239.0000.000.089. PSYCH-IN DISTRICT TRAVEL							
24006819	001	013626	HOPPER, KELLI	03/05/24	200.00	200.00	2023-2024 TRAVEL REIMBURSEMENT/ P
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0621.52140.614.0239.0000.000.089. PSYCH-TEST SUPPLIES & MATERIAL							
24006921	001	000840	MULTI-HEALTH SYSTEMS INC	03/07/24	550.00	550.00	#C4USE CONNERS 4 USE ONLINE SCORI
24006922	001	000287	NCS PEARSON ASSESSMENTS	03/07/24	283.60	283.60	ITEM# 0158978501 WISC-V RESPONSE
24006922	002	000287	NCS PEARSON ASSESSMENTS	03/07/24	431.20	431.20	ITEM #A103000190570 WIAT-4 RESPON
24006922	003	000287	NCS PEARSON ASSESSMENTS	03/07/24	72.00	72.00	SHIPPING
24006923	001	000831	WESTERN PSYCHOLOGICAL SERVICE	03/07/24	230.00	230.00	SKU: AP-62 TAPS-4 COMPLETE KIT
24006923	002	000831	WESTERN PSYCHOLOGICAL SERVICE	03/07/24	23.00	23.00	SHIPPING CHARGES
24007099	001	000287	NCS PEARSON ASSESSMENTS	03/18/24	396.90	396.90	ITEM #32388 - KTEA-3 BRIEF COMPLE
24007099	002	000287	NCS PEARSON ASSESSMENTS	03/18/24	40.00	40.00	SHIPPING AND HANDLING
24007102	001	000831	WESTERN PSYCHOLOGICAL SERVICE	03/18/24	96.00	96.00	SKU: EM-206A SLDT-E NU EXAMINER R
24007102	002	000831	WESTERN PSYCHOLOGICAL SERVICE	03/18/24	10.00	10.00	SHIPPING & HANDLING
24008020	001	000831	WESTERN PSYCHOLOGICAL SERVICE	04/15/24	143.00	143.00	SKU: W-605MP ADOS-2 ONLINE MANUAL
24008025	001	000840	MULTI-HEALTH SYSTEMS INC	04/15/24	250.00	250.00	#CEC023 CONNERS EARLY CHILDHOOD P
					2,525.70	2,525.70	
DETAILS FOR ACCOUNT: 11.0621.52152.614.0239.0000.000.089. SPEECH PATH-TEST SUP & MATERIA							
24007101	001	000287	NCS PEARSON ASSESSMENTS	03/18/24	112.50	112.50	ITEM #0158012836 GFTA-3 RECORD FO
24007101	002	000287	NCS PEARSON ASSESSMENTS	03/18/24	11.25	11.25	SHIPPING
					123.75	123.75	
DETAILS FOR ACCOUNT: 11.0621.52170.581.0239.0000.000.089. IN DISTRICT TRAVEL							
24006818	001	011419	HOEHMAN, KRISTI	03/05/24	300.00	300.00	2023-2024 TRAVEL/OCCUPATIONAL THE
24006915	001	006958	WILSON, JENNIFER	03/07/24	300.00	119.37	2023-2024 TRAVEL/PHYSICAL THERAPY
24007724	001	011451	ESKRIDGE, MEGAN	04/08/24	115.00	115.00	2023-2024 TRAVEL/PHYSICAL THERAPY
					715.00	534.37	
DETAILS FOR ACCOUNT: 11.0621.52573.860.0239.0000.000.089. INSERV TRAIN-STAFF REG & TUITI							
24007302	001	001325	CCOSA	04/01/24	189.00	189.00	REGISTRATION FOR DANA MORRIS TO A
24007856	001	011470	OKLAHOMA DEPARTMENT OF MENTAL	04/10/24	415.00	415.00	REGISTRATION FEE FOR THE 2024 CHI
					604.00	604.00	
DETAILS FOR ACCOUNT: 11.0625.55500.322.0239.0000.000.089. PRIV SCH-INSTRUCTIONAL SERV							
24006949	001	013594	WOODRUFF, AMY	03/11/24	11,000.00	11,000.00	CONTRACTED SPEECH SERVICES FOR 20
					11,000.00	11,000.00	
DETAILS FOR ACCOUNT: 11.0716.51000.619.0100.1050.000.107. GENERAL OFFICE SUPPLIES							
24007483	001	500000	AMAZON.COM	04/02/24	1,760.00	1,760.00	2-BETTER OFFICE PRODUCTS PRIMARY
					1,760.00	1,760.00	
DETAILS FOR ACCOUNT: 11.0716.51000.619.0100.1050.000.115. GENERAL OFFICE SUPPLIES							
24007717	001	500000	AMAZON.COM	04/08/24	1,900.00	1,900.00	18- SKILLMATICS BOARD GAME RAPID
24007731	001	050009	WALMART	04/08/24	260.00	260.00	18-BANANAGRAMS WORD BOARD GAME
					2,160.00	2,160.00	

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DETAILS FOR ACCOUNT: 11.0716.51000.641.0100.1050.000.107. BOOKS							
24007484	001	500000	AMAZON.COM	04/02/24	200.00	200.00	1- SMITHSONIAN INFORMATIONAL TEXT
24007489	001	003308	BENCHMARK EDUCATION COMPANY	04/02/24	470.00	470.00	1- DECODABLE FLUENCY BUILDERS GR.
24007490	001	013713	PHONIC BOOKS LIMITED	04/02/24	610.00	610.00	8- DRAGON EGGS SERIES, BOOK 1-10
					1,280.00	1,280.00	
DETAILS FOR ACCOUNT: 11.0716.51000.641.0100.1050.000.115. BOOKS							
24007492	001	500000	AMAZON.COM	04/02/24	175.00	175.00	7 COPIES- OTHER WORDS FOR HOME: A
24007493	001	001228	ERIC ARMIN INC - EAI EDUCATIO	04/02/24	314.85	314.85	3 SETS- SMITHSONIAN INFORMATIONAL
					489.85	489.85	
DETAILS FOR ACCOUNT: 11.0716.51000.641.0100.1050.000.122. BOOKS							
24007967	001	500000	AMAZON.COM	04/15/24	215.00	215.00	4- FIRST LITTLE READERS PARENT PA
24007968	001	003113	ACADEMIC THERAPY PUBL INC	04/15/24	875.60	875.60	1- PHONIC BOOKS COMPLETE SERIES -
24007995	001	001228	ERIC ARMIN INC - EAI EDUCATIO	04/15/24	314.85	314.85	3-SETS - SMITHSONIAN INFORMATIONA
					1,405.45	1,405.45	
DETAILS FOR ACCOUNT: 11.0716.51000.683.0100.1050.000.122. EXTRA CURRICULAR SUPPLIES							
24008005	001	000238	HAND2MIND INC	04/15/24	130.00	130.00	1-INTERACTIVE DECODABLE TEXT SETS
					130.00	130.00	
DETAILS FOR ACCOUNT: 11.0775.52212.582.0000.0000.000.050. OUT OF DISTRICT TRAVEL							
24007859	001	006252	HIME, KITRENA	04/10/24	50.00	50.00	OUT OF DISTRICT TRAVEL TO AND FRO
24007884	001	005985	WHITTLE, ELIZABETH	04/10/24	50.00	50.00	OUT OF DISTRICT TRAVEL TO AND FRO
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0775.52212.810.0000.0000.000.050. DUES AND FEES							
24007859	001	006252	HIME, KITRENA	04/10/24	50.00	50.00	OUT OF DISTRICT TRAVEL TO AND FRO
24007884	001	005985	WHITTLE, ELIZABETH	04/10/24	50.00	50.00	OUT OF DISTRICT TRAVEL TO AND FRO
24008006	001	012200	JP MORGAN CHASE BANK NA	04/15/24	300.00	300.00	KITRENA HIME AND ELIZABETH WHITTL
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0775.52573.583.0000.0000.000.050. OUT OF STATE TRAVEL							
24006863	001	005985	WHITTLE, ELIZABETH	03/06/24	100.60	100.60	BETH W. CHECKED BAG FEES AND MILE
24007792	001	005985	WHITTLE, ELIZABETH	04/10/24	210.00	210.00	ELIZABETH WHITTLE PER DIEM FOR SW
24007793	001	006252	HIME, KITRENA	04/10/24	210.00	210.00	KITRENA HIME PER DIEM FOR SWIFT C
					520.60	520.60	
DETAILS FOR ACCOUNT: 11.0795.51000.653.0100.0000.000.501. TECH RELATED SUPPLIES							
24007013	001	013321	IMAGINE LEARNING LLC	03/12/24	500.00	500.00	IMAGINE MATH ELA NWEA MAP INTEGRA
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0795.51000.653.0100.0000.000.502. TECH RELATED SUPPLIES							
24007013	001	013321	IMAGINE LEARNING LLC	03/12/24	500.00	500.00	IMAGINE MATH ELA NWEA MAP INTEGRA
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0795.51000.653.0100.0000.000.504. TECH RELATED SUPPLIES							
24007013	001	013321	IMAGINE LEARNING LLC	03/12/24	500.00	500.00	IMAGINE MATH ELA NWEA MAP INTEGRA
					500.00	500.00	

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DETAILS FOR ACCOUNT: 11.0795.52620.624.0000.0000.000.001. ELECTRICITY							
24007836	001	000414	OKLAHOMA GAS & ELECTRIC CO	04/10/24	50,000.00	50,000.00	BLANKET PO FOR DISTRICT ELECTRIC
					50,000.00	50,000.00	
DETAILS FOR ACCOUNT: 11.1006.52520.618.0000.0000.000.094. CLEANING & MAINTENANCE SUPPLIE							
24007201	001	000371	LOWE'S HOME CENTERS INC	03/26/24	1,200.00	1,200.00	WAREHOUSE SUPPLIES FOR WAREHOUSE
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 11.1006.52520.619.0000.0000.000.094. GENERAL OFFICE SUPPLIES							
24007200	001	013414	ODP BUSINESS SOLUTIONS LLC	03/26/24	220.56	220.56	WAREHOUSE SHREDDING MACHINE OIL 2
					220.56	220.56	
DETAILS FOR ACCOUNT: 11.1104.52199.619.0000.0000.000.165. GENERAL OFFICE SUPPLIES							
24007858	001	500000	AMAZON.COM	04/10/24	700.00	700.00	OFFICE SUPPLIES: FILE FOLDERS, PE
					700.00	700.00	
DETAILS FOR ACCOUNT: 11.1104.52199.683.0239.1050.000.155. EXTRA CURRICULAR SUPPLIES							
24007932	001	001225	WALMART STORES INC	04/15/24	400.00	400.00	ITEMS NEEDED FOR AUTISM ROOM TO B
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.1114.51000.619.0261.0000.000.710. GENERAL OFFICE SUPPLIES							
24008065	001	500000	AMAZON.COM	04/15/24	155.00	155.00	GLUE GUN WITH STICKS AND 40 MOUSE
					155.00	155.00	
DETAILS FOR ACCOUNT: 11.1114.51000.681.0261.0000.000.710. COCURRICULAR SUPPLIES							
24008066	001	012200	JP MORGAN CHASE BANK NA	04/15/24	300.00	300.00	511 TACTICAL TAC BOOTS BLACK AND
24008067	001	012200	JP MORGAN CHASE BANK NA	04/15/24	700.00	700.00	VANGUARD MIL CIVIL AIR PATROL - P
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.1114.52620.434.0251.2500.000.006. ELECTRICAL SERVICES							
24007551	001	000541	WADE ELECTRIC	04/04/24	11,440.00	11,440.00	OAA PREFAB ELECTRICAL
					11,440.00	11,440.00	
DETAILS FOR ACCOUNT: 11.1117.52212.619.0000.0000.000.050. GENERAL OFFICE SUPPLIES							
24006966	001	000082	NSS LLC	03/11/24	30.00	30.00	PURCHASE SIGNATURE STAMP FOR KITR
					30.00	30.00	
DETAILS FOR ACCOUNT: 11.1126.51000.681.0251.1050.000.155. COCURRICULAR SUPPLIES							
24007742	001	500000	AMAZON.COM	04/08/24	1,200.00	1,200.00	COCURRICULAR ITEMS REQUESTED BY G
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 11.1126.52213.583.0271.0000.000.155. OUT OF STATE TRAVEL							
24007372	001	010058	DELTA AIRLINES	04/01/24	800.00	800.00	SUMMER TRAVEL FOR JOHNNIE KEEL FO
24007476	001	014553	ESCAPE RESORTS LLC	04/02/24	400.00	400.00	PURCHASE ORDER FOR ROOM DURING ST
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 11.1126.52213.860.0251.1050.000.155. STAFF REGISTRATION & TUITION							
24007741	001	011728	UTAH STATE UNIVERSITY	04/08/24	150.00	150.00	REGISTRATION FOR PROFESSIONAL DEV
					150.00	150.00	

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DETAILS FOR ACCOUNT: 11.1126.52410.651.0251.1050.000.155. APPLIANCES/FURN/FIXTURES							
24008114	001	700019	STATE OF OKLAHOMA	04/15/24	519.00	519.00	ONE TABLE IN A SET OF THREE ORDER
					519.00	519.00	
DETAILS FOR ACCOUNT: 11.1135.51000.681.0100.2250.000.050. COCURRICULAR SUPPLIES							
24007040	001	000257	BLICK ART MATERIALS	03/13/24	1,000.00	513.55	CRAYOLA DOUGH FOR 2ND GRADE PLANT
24007255	001	000370	CAROLINA BIOLOGICAL	03/29/24	600.00	600.00	** SECONDARY SCIENCE PRE - K / LA
24007661	001	001225	WALMART STORES INC	04/05/24	500.00	500.00	SUPPLIES FOR PRIMARY SCIENCE K-5T
24007899	001	000257	BLICK ART MATERIALS	04/10/24	500.00	500.00	CRAYOLA DOUGH FOR 2ND GRADE PLANT
24007900	001	010125	WEBSTAURANT STORE INC	04/10/24	1,500.00	1,500.00	SUPPLIES TO REFILL KINDERGARTEN-5
					4,100.00	3,613.55	
DETAILS FOR ACCOUNT: 11.1135.51000.681.0100.2250.000.501. COCURRICULAR SUPPLIES							
24007116	001	013923	TRIARCH INCORPORATED	03/18/24	550.00	550.00	** SECONDARY SCIENCE MATERAILS **
24007266	001	500001	AMAZON MARKETPLACE	03/29/24	400.00	400.00	** SECONDARY SCIENCE / DISCOVERY
					950.00	950.00	
DETAILS FOR ACCOUNT: 11.1135.51000.681.0100.2250.000.504. COCURRICULAR SUPPLIES							
24006980	001	500001	AMAZON MARKETPLACE	03/12/24	800.00	403.60	SECONDARY SCIENCE SUPPLIES - MIDD
					800.00	403.60	
DETAILS FOR ACCOUNT: 11.1135.51000.681.0100.5000.000.710. COCURRICULAR SUPPLIES							
24007694	001	500001	AMAZON MARKETPLACE	04/08/24	700.00	700.00	** SECONDARY SCIENCE SUPPLIES / N
24007695	001	500009	WALMART.COM	04/08/24	1,000.00	1,000.00	SECONDARY SCIENCE SUPPLIES
					1,700.00	1,700.00	
DETAILS FOR ACCOUNT: 11.1162.51000.681.0100.1050.000.155. COCURRICULAR SUPPLIES							
24007138	001	000371	LOWE'S HOME CENTERS INC	03/19/24	200.00	200.00	PLANTS NEEDED FOR GT GREENHOUSE T
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.1162.52410.651.0251.1050.000.155. APPLIANCES/FURN/FIXTURES							
24008032	001	700019	STATE OF OKLAHOMA	04/15/24	1,038.00	1,038.00	OCTOGON TABLES TO BE USED OUTSIDE
					1,038.00	1,038.00	
DETAILS FOR ACCOUNT: 11.1166.52199.810.0129.2500.000.050. DUES AND FEES							
24008111	001	000783	PROFESSIONAL BASKETBALL CLUB	04/15/24	50.00	50.00	DEPOSIT FOR 2024-2025 GROUP TICKE
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.1169.51000.619.0129.2500.000.001. GENERAL OFFICE SUPPLIES							
24008082	001	500000	AMAZON.COM	04/15/24	275.00	275.00	COLOR FILE FOLDERS (100 PK); 2 ST
					275.00	275.00	
DETAILS FOR ACCOUNT: 11.1169.52199.683.0129.2500.000.001. EXTRA CURRICULAR SUPPLIES							
24006967	001	008145	APOGEE COMPONENTS INC	03/11/24	162.60	162.60	#52804 AERO 24MM PROPELLANT KIT (
24006967	002	008145	APOGEE COMPONENTS INC	03/11/24	86.49	86.49	#60001 AEROTECH RMS-24/40 MOTOR H
24006967	003	008145	APOGEE COMPONENTS INC	03/11/24	12.38	12.38	#12001 ESTES 24/29MM PLASTIC MOTO
24006967	004	008145	APOGEE COMPONENTS INC	03/11/24	13.23	13.23	USPS PARCEL GROUND DELIVERY PLUS
24007800	001	000382	HOME DEPOT USA INC	04/10/24	710.00	710.00	HUSKY 52" X 25" STANDARD DUTY 9-D
24007801	001	500000	AMAZON.COM	04/10/24	45.00	45.00	(4) VARIOUS CRAFTSMAN SOCKETS AND
24007805	001	500001	AMAZON MARKETPLACE	04/10/24	70.00	70.00	NYGMAT DEEP SOCKET; KOKEN USA DEE
24007987	001	014598	RAJESH KANTILAL PATEL	04/15/24	272.00	272.00	17 BLACK T-SHIRTS TO BE PRINTED (

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24008091	001	500001	AMAZON MARKETPLACE	04/15/24	580.00	580.00	ZUNDIAN ZD-529 SOLAR PORTABLE POW
24008093	001	500001	AMAZON MARKETPLACE	04/15/24	425.00	425.00	3 TEMP/HUMIDITY/PRESSURE SENSOR P
24008094	001	500001	AMAZON MARKETPLACE	04/15/24	400.00	400.00	3 FLY RC XT60 PLUG (2 PK); 3 HERM
					2,776.70	2,776.70	
DETAILS FOR ACCOUNT: 11.1169.52212.530.0129.2500.000.001. COMMUNICATION SERVICES							
24007174	001	012882	RALSTON, JEREMY	03/25/24	114.00	114.00	REIMBURSEMENT OF PRICES TO DOWNLO
					114.00	114.00	
DETAILS FOR ACCOUNT: 11.1182.51000.322.0100.0000.000.170. INSTRUCTIONAL SERVICES							
24007062	001	014540	FRANTZ BELOT	03/15/24	435,402.00	130,620.49	FY24 TECH TREP ACADEMY REVENUE SH
					435,402.00	130,620.49	
DETAILS FOR ACCOUNT: 11.1999.51000.611.0100.1050.000.115. PAPER SUPPLIES							
24007415	001	500000	AMAZON.COM	04/01/24	507.06	507.06	JACKSON - CONSTRUCTION PAPER - GR
24007416	001	500001	AMAZON MARKETPLACE	04/01/24	43.98	43.98	JACKSON - CONSTRUCTION PAPER - WH
					551.04	551.04	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.1050.000.112. GENERAL OFFICE SUPPLIES							
24007274	001	500000	AMAZON.COM	04/01/24	100.00	100.00	MISCELLANEOUS CLASSROOM SUPPLIES
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.1050.000.115. GENERAL OFFICE SUPPLIES							
24007414	001	500001	AMAZON MARKETPLACE	04/01/24	14.91	14.91	JACKSON - TEMPERA PAINT - GREEN
24007418	001	500000	AMAZON.COM	04/01/24	47.40	47.40	JACKSON - TEMPERA PAINT - WHITE -
					62.31	62.31	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.1050.000.120. GENERAL OFFICE SUPPLIES							
24007527	001	500001	AMAZON MARKETPLACE	04/03/24	400.00	400.00	GENERAL OFFICE SUPPLIES - ADDITIO
24007886	001	500000	AMAZON.COM	04/10/24	500.00	500.00	GENERAL OFFICE SUPPLIES-ADDITIONA
24007953	001	006878	TEACHER SYNERGY	04/15/24	60.00	60.00	STEM CHALLENGES FOR ENTIRE YEAR
					960.00	960.00	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.1050.000.130. GENERAL OFFICE SUPPLIES							
24007024	001	500000	AMAZON.COM	03/12/24	150.00	150.00	CHASE - PURCHASE MATERIALS/SUPPLI
24007942	001	500000	AMAZON.COM	04/15/24	200.00	200.00	PURCHASE CLASSROOM MATERIALS/SUPP
24008076	001	500000	AMAZON.COM	04/15/24	100.00	100.00	PURCHASE CLASSROOM MATERIALS/SUPP
					450.00	450.00	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.1050.000.140. GENERAL OFFICE SUPPLIES							
24007930	001	500001	AMAZON MARKETPLACE	04/15/24	1,800.00	1,800.00	OFFICE SUPPLIES FOR THE SCHOOL -
24007931	001	001188	WESTCO LAMINATING SERVICES	04/15/24	384.00	384.00	LAMINATION FOR THE SCHOOL -8 ROLL
					2,184.00	2,184.00	
DETAILS FOR ACCOUNT: 11.1999.51000.659.0100.1050.000.155. TONER (FIREARMS/AMMO IN OCAS)							
24007973	001	500000	AMAZON.COM	04/15/24	120.00	120.00	TONER FOR 5TH GRADE TONER USED AT
					120.00	120.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.112. COCURRICULAR SUPPLIES							
24007390	001	000895	DOWED, VIRGINIA A	04/01/24	180.00	180.00	ITEM #PD-1G PHONICS DANCE-FIRST G
24007390	002	000895	DOWED, VIRGINIA A	04/01/24	60.00	60.00	ITEM #WW-LC WORD WORK AND LITERAC

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24007390	003	000895	DOWED, VIRGINIA A	04/01/24	40.00	40.00	ITEM #PD-HCLC THE PHONICS DANCE -
24007390	004	000895	DOWED, VIRGINIA A	04/01/24	120.00	120.00	ITEM #PD-LHC THE PHONICS DANCE -
24007390	005	000895	DOWED, VIRGINIA A	04/01/24	40.00	40.00	ESTIMATED SHIPPING
24007469	001	000895	DOWED, VIRGINIA A	04/02/24	45.00	45.00	ITEM #PD-2G PHONICS DANCE - SECON
24007469	002	000895	DOWED, VIRGINIA A	04/02/24	60.00	60.00	ITEM #PD-LHC THE PHONICS DANCE -
24007469	003	000895	DOWED, VIRGINIA A	04/02/24	15.00	15.00	SHIPPING
24008095	001	002860	ANDERSON'S	04/15/24	370.00	370.00	ITEMS TO PURCHASE 500 "MOOD" PENC
24008096	001	500000	AMAZON.COM	04/15/24	100.00	100.00	PENCILS FOR STUDENTS
					1,030.00	1,030.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.130. COCURRICULAR SUPPLIES							
24007033	001	500000	AMAZON.COM	03/13/24	150.00	150.00	CHASE - PURCHASE CLASSROOM/INSTRU
24007945	001	500000	AMAZON.COM	04/15/24	300.00	300.00	PURCHASE CLASSROOM MATERIALS/SUPP
24008073	001	500000	AMAZON.COM	04/15/24	250.00	250.00	PURCHASE CLASSROOM MATERIALS/SUPP
24008074	001	500000	AMAZON.COM	04/15/24	115.00	115.00	PURCHASE CLASSROOM MATERIALS/SUPP
					815.00	815.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.155. COCURRICULAR SUPPLIES							
24007472	001	500000	AMAZON.COM	04/02/24	70.00	70.00	1 INCH BINDERS FOR EACH CLASSROOM
24008068	001	500000	AMAZON.COM	04/15/24	152.66	152.66	ITEMS NEEDED BY CLASSROOM TEACHER
					222.66	222.66	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.170. COCURRICULAR SUPPLIES							
24007333	001	500001	AMAZON MARKETPLACE	04/01/24	350.00	350.00	COMP BOOKS PACK OF 48 AND PACK OF
					350.00	350.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0251.1050.000.165. COCURRICULAR SUPPLIES							
24007384	001	500000	AMAZON.COM	04/01/24	138.89	138.89	GT BUDGET: 2 FLOWER BUILDING KITS
					138.89	138.89	
DETAILS FOR ACCOUNT: 11.1999.52199.619.0000.0000.000.170. GENERAL OFFICE SUPPLIES							
24007330	001	500001	AMAZON MARKETPLACE	04/01/24	400.00	400.00	SENIOR CELEBRATION SUPPLIES (ENVE
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.2020.51000.611.0251.0000.000.122. PAPER SUPPLIES							
24007347	001	500000	AMAZON.COM	04/01/24	35.00	35.00	ASTROBRIGHTS 5-COLOR ASSORTMENT (
					35.00	35.00	
DETAILS FOR ACCOUNT: 11.2020.51000.619.0251.1050.000.120. GENERAL OFFICE SUPPLIES							
24007360	001	500001	AMAZON MARKETPLACE	04/01/24	35.00	35.00	TICONDEROGA TRI-WRITE WOOD-CASED
					35.00	35.00	
DETAILS FOR ACCOUNT: 11.2020.51000.619.0251.1050.000.130. GENERAL OFFICE SUPPLIES							
24007449	001	500000	AMAZON.COM	04/02/24	155.00	155.00	DRY ERASE MARKERS, BLACK / COLOR;
					155.00	155.00	
DETAILS FOR ACCOUNT: 11.2020.51000.619.0251.1050.000.135. GENERAL OFFICE SUPPLIES							
24007412	001	500000	AMAZON.COM	04/01/24	60.00	60.00	AVERY 3 RING BINDERS, BLACK; STIC
					60.00	60.00	

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DETAILS FOR ACCOUNT: 11.2020.51000.619.0251.1050.000.150. GENERAL OFFICE SUPPLIES							
24007629	001	001225	WALMART STORES INC	04/04/24	130.00	130.00	HONEY-CAN-DO 3-TIER ROLLING CART,
					130.00	130.00	
DETAILS FOR ACCOUNT: 11.2020.51000.619.0251.1050.000.155. GENERAL OFFICE SUPPLIES							
24007538	001	500000	AMAZON.COM	04/03/24	135.00	135.00	SHARPIE PERMANENT MARKERS (12 COU
					135.00	135.00	
DETAILS FOR ACCOUNT: 11.2020.51000.619.0251.2250.000.500. GENERAL OFFICE SUPPLIES							
24007643	001	500000	AMAZON.COM	04/04/24	90.00	90.00	PANDRI 2-POCKET FOLDERS (100 PK);
					90.00	90.00	
DETAILS FOR ACCOUNT: 11.2020.51000.673.0251.1050.000.135. PORTABLE DEVICES							
24007474	001	000824	APPLE INC	04/02/24	496.95	496.95	MK2L3LL/A 10.2" IPAD; S7743LL/A 3
					496.95	496.95	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.1173.000.115. COCURRICULAR SUPPLIES							
24007547	001	500000	AMAZON.COM	04/03/24	110.00	110.00	BLUE PAINTER'S TAPE (6 ROLLS); UC
					110.00	110.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.1173.000.122. COCURRICULAR SUPPLIES							
24007349	001	500000	AMAZON.COM	04/01/24	85.00	85.00	LEGO ARCHITECTURE PARIS (21044) A
24007986	001	500000	AMAZON.COM	04/15/24	160.00	160.00	LEGO ARCHITECTURE COLISEUM, LEANI
24008018	001	500000	AMAZON.COM	04/15/24	120.00	120.00	7 - ROYLCO KID-SIZE DOUBLE COLOR
					365.00	365.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.1173.000.140. COCURRICULAR SUPPLIES							
24007478	001	500000	AMAZON.COM	04/02/24	310.00	310.00	(4) DRAWDART AIR DRY CLAY KIT; (6
24007479	001	500000	AMAZON.COM	04/02/24	65.00	65.00	DIY FABRIC PAINTS, 20 COLORS; MAG
24007480	001	500000	AMAZON.COM	04/02/24	210.00	210.00	(2) MASTERWORK CORDLESS SCISSORS;
					585.00	585.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.1173.000.155. COCURRICULAR SUPPLIES							
24007533	001	500000	AMAZON.COM	04/03/24	185.00	185.00	JONHAMWELBOR PNIK 12" BALLOONS, N
					185.00	185.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2200.000.112. COCURRICULAR SUPPLIES							
24007391	001	500001	AMAZON MARKETPLACE	04/01/24	165.00	165.00	TWO - 24 GAMES AND THREE - MINDWA
24007523	001	500000	AMAZON.COM	04/02/24	290.00	290.00	(6) THE GENIUS SQUARE STEM PUZZLE
					455.00	455.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2200.000.160. COCURRICULAR SUPPLIES							
24007336	001	500000	AMAZON.COM	04/01/24	250.00	250.00	4 EACH OF THE GENIUS STAR AND HEX
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.112. COCURRICULAR SUPPLIES							
24007392	001	500000	AMAZON.COM	04/01/24	535.00	535.00	4 - FOXMIND GAMES: MAZE RACERS AN
24007393	001	500000	AMAZON.COM	04/01/24	175.00	175.00	6 - COOGAM WOODEN HEXAGON PUZZLES
					710.00	710.00	

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DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.115. COCURRICULAR SUPPLIES							
24007546	001	500001	AMAZON MARKETPLACE	04/03/24	170.00	170.00	(2) SPHERO MINI CODING ROBOT BALL
24007597	001	500000	AMAZON.COM	04/04/24	85.00	85.00	(2) GECKO MARBLE RUN STARTER SET
					255.00	255.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.120. COCURRICULAR SUPPLIES							
24007362	001	500000	AMAZON.COM	04/01/24	320.00	320.00	4 EACH OF SNAP CIRCUITS BEGINNER
24007365	001	500001	AMAZON MARKETPLACE	04/01/24	205.00	205.00	2 EACH OF SNAP CIRCUITS CLASSIC E
24007367	001	500000	AMAZON.COM	04/01/24	225.00	225.00	SNAP CIRCUITS: GREEN ENERGY KIT,
					750.00	750.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.122. COCURRICULAR SUPPLIES							
24007343	001	000823	LAKESHORE LEARNING MATERIALS	04/01/24	139.98	139.98	ITEM #TT570X DESIGN & PLAY STEAM
24007343	002	000823	LAKESHORE LEARNING MATERIALS	04/01/24	30.00	30.00	STANDARD DELIVERY
24007348	001	500000	AMAZON.COM	04/01/24	60.00	60.00	DISPOSABLE MEDICAL GLOVES (BOX OF
					229.98	229.98	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.130. COCURRICULAR SUPPLIES							
24007440	001	004423	STEMFINITY LLC	04/02/24	199.75	199.75	MWR-68409 KEVA BOT MAZE (ORDER #S
24007440	002	004423	STEMFINITY LLC	04/02/24	24.95	24.95	SHIPPING COST FOR ORDER #S36026
24007441	001	500000	AMAZON.COM	04/02/24	700.00	700.00	(10) SNAP CIRCUITS - MOTION ELECT
24007443	001	500001	AMAZON MARKETPLACE	04/02/24	190.00	190.00	BRISTLEBOTS FOR KIDS (PACK OF 25)
					1,114.70	1,114.70	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.135. COCURRICULAR SUPPLIES							
24007413	001	500001	AMAZON MARKETPLACE	04/01/24	200.00	200.00	SPHERO BOLT APP-ENABLED ROBOT BAL
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.140. COCURRICULAR SUPPLIES							
24007477	001	500000	AMAZON.COM	04/02/24	160.00	160.00	SNAP CIRCUITS "ARCADE" KIT AND (4
					160.00	160.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.150. COCURRICULAR SUPPLIES							
24007600	001	004128	LEGO SYSTEMS INC	04/04/24	749.75	749.75	ITEM NO. 45401 LEGO EDUCATION BRI
24007628	001	010638	SPHERO INC	04/04/24	20.00	20.00	AMS01PNK AND AMS01ORG MINI COVERS
24007628	002	010638	SPHERO INC	04/04/24	358.00	358.00	K002ROWFFP SPHERO BOLT CODING ROB
24007628	003	010638	SPHERO INC	04/04/24	12.15	12.15	SHIPPING RATE - USPS PRIORITY MAI
24007632	001	500000	AMAZON.COM	04/04/24	150.00	150.00	PIX BRIX PIXEL ART PUZZLE BRICKS
					1,289.90	1,289.90	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.153. COCURRICULAR SUPPLIES							
24007321	001	004128	LEGO SYSTEMS INC	04/01/24	319.95	319.95	LEGO EDUCATION SPIKE ESSENTIAL SE
24007322	001	500000	AMAZON.COM	04/01/24	125.00	125.00	4 - THINKFUN GRAVITY MAZE MARBLE
					444.95	444.95	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.155. COCURRICULAR SUPPLIES							
24006864	001	011716	THE JUICE PLUS COMPANY LLC	03/06/24	272.00	272.00	2 GERMINATORS, 2 ROCKWOOL CUBES (
24007535	001	500001	AMAZON MARKETPLACE	04/03/24	30.00	30.00	DIRZA FLY SWATTER (PACK OF 5); RE
					302.00	302.00	

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DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.160. COCURRICULAR SUPPLIES							
24007337	001	500000	AMAZON.COM	04/01/24	375.00	375.00	TWO OF WONDER WORKSHOP DASH CODIN
					375.00	375.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.500. COCURRICULAR SUPPLIES							
24007646	001	500000	AMAZON.COM	04/04/24	380.00	380.00	(2) DJI TELLO DRONE WITH 720P CAM
24007647	001	500000	AMAZON.COM	04/04/24	185.00	185.00	(2) CYNOVA ORIGINAL TELLO FULL PR
					565.00	565.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.501. COCURRICULAR SUPPLIES							
24007370	001	004128	LEGO SYSTEMS INC	04/01/24	549.90	549.90	LEGO EDUCATION SPIKE PRIME SET (#
24007403	001	500001	AMAZON MARKETPLACE	04/01/24	240.00	240.00	PADCASTER CASE SHIPPED FROM AVLGE
24007404	001	500000	AMAZON.COM	04/01/24	420.00	420.00	(5) TINKERING LABS ROBOTICS ENGIN
					1,209.90	1,209.90	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.502. COCURRICULAR SUPPLIES							
24007327	001	000371	LOWE'S HOME CENTERS INC	04/01/24	300.00	300.00	LONGFELLOW GARDENING CLUB SUPPLIE
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.504. COCURRICULAR SUPPLIES							
24007796	001	500000	AMAZON.COM	04/10/24	703.46	703.46	5 EACH OF THAMES & KOSMOS STRUCTU
					703.46	703.46	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.1387.000.125. DUES AND FEES							
24007346	001	001639	OKLAHOMA ASSOCIATION FOR ACAD	04/01/24	100.00	100.00	GAME FEES FOR NPS ACADEMIC TEAM T
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2250.000.501. DUES AND FEES							
24007354	001	000463	MOORE NORMAN TECHNOLOGY CENTE	04/01/24	96.00	96.00	ALCOTT STUDENTS TO "THE WELL" FOR
24007355	001	000463	MOORE NORMAN TECHNOLOGY CENTE	04/01/24	192.00	192.00	TWO GROUPS OF EIGHT ALCOTT STUDEN
					288.00	288.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2250.000.504. DUES AND FEES							
24007394	001	730092	UNIVERSITY OF OKLAHOMA	04/01/24	160.00	160.00	REGISTRATION TO "OU SPRING ENGINE
24007397	001	000463	MOORE NORMAN TECHNOLOGY CENTE	04/01/24	144.00	144.00	WHITTIER STUDENTS TO "THE WELL" F
					304.00	304.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2300.000.500. DUES AND FEES							
24007439	001	008295	YOUNG MEN'S CHRISTIAN ASSOCIA	04/02/24	250.00	250.00	IRVING MIDDLE SCHOOL STUDENT REGI
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2300.000.502. DUES AND FEES							
24007323	001	008295	YOUNG MEN'S CHRISTIAN ASSOCIA	04/01/24	120.00	120.00	LONGFELLOW MIDDLE SCHOOL STUDENT
24008024	001	008295	YOUNG MEN'S CHRISTIAN ASSOCIA	04/15/24	30.00	30.00	LONGFELLOW MIDDLE SCHOOL STUDENT
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.2020.52199.619.0251.0000.000.504. GENERAL OFFICE SUPPLIES							
24007798	001	500000	AMAZON.COM	04/10/24	105.00	105.00	EXPO DRY ERASE MARKERS (12 COUNT)
					105.00	105.00	

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.2020.52199.651.0251.0000.000.705. APPLIANCES/FURN/FIXTURES							
24007985	001	000015	STAPLES CONTRACT & COMMERCIAL	04/15/24	1,515.60	1,515.60	ITEM #: 749943 STAPLES 8'X29" FOL
					1,515.60	1,515.60	
DETAILS FOR ACCOUNT: 11.2020.52199.682.0251.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
24007326	001	000513	PETERS, VINCENT - SOONER TROP	04/01/24	300.00	300.00	TROPHIES FOR SPRING ACADEMIC AWAR
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.2020.52199.683.0251.0000.000.120. EXTRA CURRICULAR SUPPLIES							
24007402	001	050009	WALMART	04/01/24	50.00	50.00	PURCHASE OF PLASTIC BINS FOR CHIC
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.2020.52199.683.0251.0000.000.122. EXTRA CURRICULAR SUPPLIES							
24007634	001	050009	WALMART	04/04/24	55.00	55.00	EXPERT GARDENER 4" STEEL LANDSCAP
					55.00	55.00	
DETAILS FOR ACCOUNT: 11.2020.52199.683.0251.0000.000.155. EXTRA CURRICULAR SUPPLIES							
24007524	001	500000	AMAZON.COM	04/02/24	180.00	180.00	STOREX SMALL CUBBY BINS, MAGNA FO
24007532	001	500000	AMAZON.COM	04/03/24	125.00	125.00	KAN JAM DISC TOSS GAME, BLANK PLA
					305.00	305.00	
DETAILS FOR ACCOUNT: 11.2020.52199.683.0251.0000.000.165. EXTRA CURRICULAR SUPPLIES							
24007957	001	000823	LAKESHORE LEARNING MATERIALS	04/15/24	429.00	429.00	TT483 A PLACE FOR EVERYONE CLASSR
24007957	002	000823	LAKESHORE LEARNING MATERIALS	04/15/24	64.35	64.35	SHIPPING FOR CLASSROOM CARPET 8'X
					493.35	493.35	
DETAILS FOR ACCOUNT: 11.2020.52199.683.0251.0000.000.500. EXTRA CURRICULAR SUPPLIES							
24007639	001	500000	AMAZON.COM	04/04/24	180.00	180.00	ALUMILITE CLEAR RESIN (16 OZ); UV
24007641	001	500001	AMAZON MARKETPLACE	04/04/24	100.00	100.00	PING PONG BALLS; MATCHBOX CARS; P
					280.00	280.00	
DETAILS FOR ACCOUNT: 11.2020.52199.683.0251.1050.000.501. EXTRA CURRICULAR SUPPLIES							
24007359	001	012200	JP MORGAN CHASE BANK NA	04/01/24	101.90	101.90	RUBE GOLDBERG SPEED-BUILD BAG PLU
					101.90	101.90	
DETAILS FOR ACCOUNT: 11.2020.52212.619.0251.0000.000.160. GENERAL OFFICE SUPPLIES							
24007334	001	500001	AMAZON MARKETPLACE	04/01/24	30.00	30.00	DIXON TICONDEROGA WOOD-CASED #2 P
					30.00	30.00	
DETAILS FOR ACCOUNT: 11.2020.52212.641.0251.0000.000.150. BOOKS							
24007631	001	500000	AMAZON.COM	04/04/24	75.00	75.00	ALL THE WAYS TO BE SMART BY DAVIN
					75.00	75.00	
DETAILS FOR ACCOUNT: 11.2020.52212.641.0251.0000.000.155. BOOKS							
24007213	001	500000	AMAZON.COM	03/26/24	60.00	60.00	LITERACY MOVES OUTDOORS BY VALERI
24007534	001	500000	AMAZON.COM	04/03/24	70.00	70.00	ARTFUL TEACHER: INTEGRATING THE A
					130.00	130.00	
DETAILS FOR ACCOUNT: 11.2020.52212.641.0251.0000.000.500. BOOKS							
24007644	001	500000	AMAZON.COM	04/04/24	293.92	293.92	(8) ESCAPE THE MUSEUM; (3) PENTOM
					293.92	293.92	

OPEN PURCHASE ORDERS BY ACCOUNT

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.2020.52212.641.0251.0000.000.501. BOOKS							
24007407	001	500001	AMAZON MARKETPLACE	04/01/24	25.00	25.00	WORKING WITH PENTOMINOES BY HENRI
					25.00	25.00	
DETAILS FOR ACCOUNT: 11.2020.52212.810.0251.0000.000.140. DUES AND FEES							
24006920	001	000542	JASMINE MORAN CHILDREN'S MUSE	03/07/24	58.00	58.00	$2.00 FEE FOR 29 STUDENTS TO RIDE
24007383	001	000542	JASMINE MORAN CHILDREN'S MUSE	04/01/24	6.00	6.00	EXTRA EISENHOWER STUDENTS RODE TR
					64.00	64.00	
DETAILS FOR ACCOUNT: 11.2020.52213.530.0251.0000.000.115. COMMUNICATION SERVICES							
24007599	001	008340	BREAKOUT INC	04/04/24	258.00	258.00	BREAKOUT EDU KIT INCLUDES GENERAT
24007599	002	008340	BREAKOUT INC	04/04/24	30.00	30.00	BREAKOUT EDU SHIPPING
					288.00	288.00	
TOTALS FOR FUND: 11 GENERAL FUND					1,798,142.20	1,481,370.80	
DETAILS FOR ACCOUNT: 21.0000.52620.411.0000.0000.000.001. WATER/SEWER SERVICES							
24007834	001	000625	CITY OF NORMAN	04/10/24	80,000.00	80,000.00	BLANKET PO FOR DISTRICT WATER FOR
					80,000.00	80,000.00	
DETAILS FOR ACCOUNT: 21.0000.52620.411.0000.0000.000.705. WATER/SEWER SERVICES							
24007835	001	000539	GOLDSBY WATER AUTHORITY	04/10/24	250.00	250.00	BLANKET PO FOR VO-AG HOG FARM FOR
					250.00	250.00	
DETAILS FOR ACCOUNT: 21.0000.52620.624.0000.0000.000.001. ELECTRICITY							
24007836	002	000414	OKLAHOMA GAS & ELECTRIC CO	04/10/24	999,000.00	999,000.00	ELECTRIC SERVICE FOR 2023-24
					999,000.00	999,000.00	
TOTALS FOR FUND: 21 BUILDING FUND					1,079,250.00	1,079,250.00	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.115. APPLIANCES/FURN/FIXTURES							
24006870	001	014505	PLATINUM VENTURES INC	03/07/24	1,851.36	1,218.00	QUOTE: REFERENCE NUMBER 38673 DEL
					1,851.36	1,218.00	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.140. APPLIANCES/FURN/FIXTURES							
24006870	001	014505	PLATINUM VENTURES INC	03/07/24	1,851.36	1,218.00	QUOTE: REFERENCE NUMBER 38673 DEL
					1,851.36	1,218.00	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.151. APPLIANCES/FURN/FIXTURES							
24006870	001	014505	PLATINUM VENTURES INC	03/07/24	1,851.36	1,218.00	QUOTE: REFERENCE NUMBER 38673 DEL
					1,851.36	1,218.00	
DETAILS FOR ACCOUNT: 22.0000.54720.456.0700.0000.000.135. PAINTING AND GLAZING SERVICES							
24007466	001	014130	ADVANCED COMMERCIAL PAINTING	04/02/24	6,850.00	6,850.00	PAINT CAFETERIA PAINT & INSTALL -
					6,850.00	6,850.00	

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 22.0385.53190.420.0700.0000.000.055. CLEANING SERVICES							
24007060	001	014538	BROOKS GREASE SERVICE INC	03/13/24	2,500.00	2,500.00	GREASE TRAP CLEANING
					2,500.00	2,500.00	
TOTALS FOR FUND: 22 CHILD NUTRITION FUND					14,904.08	13,004.00	
DETAILS FOR ACCOUNT: 30.0137.52580.733.0000.0000.000.135. TECHNOLOGY RELATED EQUIPMENT							
24006971	001	006168	DIGI SECURITY SYSTEMS LLC	03/11/24	10,511.30	10,511.30	CAMERAS
24006971	002	006168	DIGI SECURITY SYSTEMS LLC	03/11/24	8,267.14	8,267.14	ACCESS CONTROL
24006971	003	006168	DIGI SECURITY SYSTEMS LLC	03/11/24	2,728.00	2,728.00	CABLES AND MATERIALS
24006971	004	006168	DIGI SECURITY SYSTEMS LLC	03/11/24	6,720.00	6,720.00	PROJECT SERVICES
24006971	005	006168	DIGI SECURITY SYSTEMS LLC	03/11/24	76.67	76.67	SHIPPING
					28,303.11	28,303.11	
DETAILS FOR ACCOUNT: 30.0276.52580.653.0000.0000.000.710. TECH RELATED SUPPLIES							
24007462	001	005090	UNITED SYSTEMS INC	04/02/24	5,678.40	5,678.40	ARUBA ACCESS POINT
24007462	002	005090	UNITED SYSTEMS INC	04/02/24	103.60	103.60	ARUBA MOUNTS
					5,782.00	5,782.00	
TOTALS FOR FUND: 30 BOND FUND-REC'D 2010					34,085.11	34,085.11	
DETAILS FOR ACCOUNT: 31.0137.52580.652.0000.0000.000.002. AUDIOVISUAL							
24007165	001	013573	PROCOMPUTING CORPORATION	03/20/24	559.00	559.00	DIGITAL MIXER
24007165	002	013573	PROCOMPUTING CORPORATION	03/20/24	18.26	18.26	SHIPPING
					577.26	577.26	
DETAILS FOR ACCOUNT: 31.0137.52580.673.0000.0000.000.002. PORTABLE DEVICES							
24007077	001	000824	APPLE INC	03/18/24	6,990.00	6,990.00	10-MAC MINIS
					6,990.00	6,990.00	
DETAILS FOR ACCOUNT: 31.0137.52580.733.0000.0000.000.150. TECHNOLOGY RELATED EQUIPMENT							
24006973	001	006168	DIGI SECURITY SYSTEMS LLC	03/11/24	4,425.26	4,425.26	OVERAGE FROM PO 22003152 INCREASE
24006984	001	006168	DIGI SECURITY SYSTEMS LLC	03/12/24	2,347.06	2,347.06	CAMERAS
					6,772.32	6,772.32	
DETAILS FOR ACCOUNT: 31.0137.52580.733.0000.0000.000.710. TECHNOLOGY RELATED EQUIPMENT							
24006972	002	000541	WADE ELECTRIC	03/11/24	5,325.80	5,325.80	LABOR JOURNEYMAN/APPRENTICE
					5,325.80	5,325.80	
DETAILS FOR ACCOUNT: 31.0137.54720.653.0000.0000.000.002. TECH RELATED SUPPLIES							
24006950	001	013573	PROCOMPUTING CORPORATION	03/11/24	495.90	495.90	MICS AND STANDS
24007032	001	013961	LONG YU	03/13/24	2,500.00	836.56	FILAMENT, AMS, AMS HUB, PARTS, CA
24007153	001	013100	J SWELGART INC	03/19/24	1,000.00	1,000.00	BLANKET CHROMEBOOK REPAIR PARTS A
24007154	001	013784	UPPER EDGE TECHNOLOGIES INC	03/19/24	1,000.00	1,000.00	BLANKET CHROMEBOOK REPAIR PARTS A
					4,995.90	3,332.46	

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DETAILS FOR ACCOUNT: 31.0283.51000.652.0000.2910.000.705. AUDIOVISUAL							
24007271	001	000041	B & H PHOTO & ELECTRONICS	04/01/24	7,500.00	7,500.00	MISC SUPPLIES FOR NHS MEDIA PROGR
					7,500.00	7,500.00	
DETAILS FOR ACCOUNT: 31.0283.51000.652.0000.2910.000.710. AUDIOVISUAL							
24007270	001	000041	B & H PHOTO & ELECTRONICS	04/01/24	5,800.00	5,800.00	MISC SUPPLIES FOR NNHS MEDIA PROG
					5,800.00	5,800.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.110. BOOKS							
24006883	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	990.00	990.00	BOOKS FOR ADAMS LIBRARY
					990.00	990.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.112. BOOKS							
24006903	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	500.00	500.00	BOOKS FOR CLEVELAND LIBRARY - SEQ
					500.00	500.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.120. BOOKS							
24006885	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	800.00	800.00	BOOKS FOR JEFFERSON LIBRARY
24007562	001	500000	AMAZON.COM	04/04/24	25.00	25.00	BOOKS FOR JEFFERSON LIBRARY
					825.00	825.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.122. BOOKS							
24006904	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	500.00	500.00	BOOKS FOR KENNEDY LIBRARY - AWARD
					500.00	500.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.125. BOOKS							
24006905	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	530.00	530.00	BOOKS FOR LINCOLN LIBRARY - AWARD
					530.00	530.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.145. BOOKS							
24006902	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	440.00	440.00	BOOKS FOR WILSON LIBRARY - SEQUOY
					440.00	440.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.150. BOOKS							
24007570	001	000259	HERTZBERG-NEW METHOD INC -	04/04/24	500.00	500.00	BOOKS FOR MONROE LIBRARY
					500.00	500.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.151. BOOKS							
24007269	001	000259	HERTZBERG-NEW METHOD INC -	04/01/24	12.00	12.00	BOOKS FOR REAGAN LIBRARY - SEQUOY
					12.00	12.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.153. BOOKS							
24006884	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	1,152.55	1,152.55	BOOKS FOR ROOSEVELT LIBRARY
					1,152.55	1,152.55	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.160. BOOKS							
24006886	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	800.00	800.00	BOOKS FOR WASHINGTON LIBRARY
					800.00	800.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.170. BOOKS							
24006873	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	1,042.26	1,042.26	BOOKS FOR DIMENSIONS LIBRARY EL/M
					1,042.26	1,042.26	

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.500. BOOKS							
24006882	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	898.00	898.00	BOOKS FOR IRVING LIBRARY
					898.00	898.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.501. BOOKS							
24006880	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	315.00	315.00	BOOKS FOR ALCOTT LIBRARY - SEQUOY
24006881	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	315.00	315.00	BOOKS FOR ALCOTT LIBRARY - SEQUOY
					630.00	630.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.502. BOOKS							
24006909	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	1,185.00	1,185.00	BOOKS FOR LONGFELLOW LIBRARY - SE
					1,185.00	1,185.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.504. BOOKS							
24006876	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	315.00	315.00	BOOKS FOR WHITTIER LIBRARY - SEQU
24006877	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	315.00	315.00	BOOKS FOR WHITTIER LIBRARY - SEQU
24006878	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	315.00	315.00	BOOKS FOR WHITTIER LIBRARY - SEQU
24006879	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	315.00	315.00	BOOKS FOR WHITTIER LIBRARY - SEQU
					1,260.00	1,260.00	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.705. BOOKS							
24006906	001	013203	FOLLETT CONTENT SOLUTIONS LLC	03/07/24	899.84	899.84	BOOKS FOR NHS LIBRARY
					899.84	899.84	
DETAILS FOR ACCOUNT: 31.0283.52220.641.0000.0000.000.740. BOOKS							
24006872	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	1,056.77	1,056.77	BOOKS FOR DIMENSIONS SECONDARY LI
24006874	001	011562	FIRST BOOK	03/07/24	60.00	0.25	BOOKS FOR DIMENSIONS SECONDARY LI
					1,116.77	1,057.02	
TOTALS FOR FUND: 31 BOND FUND-REC'D 2011					51,242.70	49,519.51	
DETAILS FOR ACCOUNT: 32.0133.52620.456.0000.0000.000.115. PAINTING AND GLAZING SERVICES							
24007168	001	014130	ADVANCED COMMERCIAL PAINTING	03/21/24	12,500.00	12,500.00	SUPPLY AND INSTALL - PAINT SYSTEM
					12,500.00	12,500.00	
DETAILS FOR ACCOUNT: 32.0133.52620.456.0000.0000.000.500. PAINTING AND GLAZING SERVICES							
24007733	001	003108	VECTOR CONCEPTS INC	04/08/24	2,434.18	2,434.18	STENCILS FOR FOUR COLOR IRVING CO
24007733	002	003108	VECTOR CONCEPTS INC	04/08/24	700.00	700.00	LOGO PAINT COLORS #1, #2, #3, #4,
24007733	003	003108	VECTOR CONCEPTS INC	04/08/24	1,739.70	1,739.70	LABOR TO PAINT FOUR COLOR CENTER
					4,873.88	4,873.88	
DETAILS FOR ACCOUNT: 32.0133.52620.456.0000.0000.000.710. PAINTING AND GLAZING SERVICES							
24007169	001	014130	ADVANCED COMMERCIAL PAINTING	03/21/24	11,800.00	11,800.00	SUPPLY AND INSTALL - PAINT SYSTEM
					11,800.00	11,800.00	
DETAILS FOR ACCOUNT: 32.0133.52620.550.0000.0000.000.112. PRINTING & BINDING							
24007108	001	004482	WALKER COMPANIES	03/18/24	80.00	80.00	DIGITAL LAYOUT AND DESIGN
24007108	002	004482	WALKER COMPANIES	03/18/24	1,092.00	1,092.00	FULL COLOR DIGITAL PRINT FOR BRIC
24007108	003	004482	WALKER COMPANIES	03/18/24	251.16	251.16	PREMIUM MATTE LAMINATE

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
24007108	004	004482	WALKER COMPANIES	03/18/24	182.01	182.01	PLOTTER CONTOUR CUT ADDED TO DIGI
24007108	005	004482	WALKER COMPANIES	03/18/24	240.00	240.00	INSTALLATION
24007312	001	004482	WALKER COMPANIES	04/01/24	80.00	80.00	DESIGN AND LAYOUT
24007312	002	004482	WALKER COMPANIES	04/01/24	1,080.00	1,080.00	FULL COLOR DIGITAL PRINT FOR BRIC
24007312	003	004482	WALKER COMPANIES	04/01/24	473.40	473.40	PREMIUM MATTE LAMINATE
24007312	004	004482	WALKER COMPANIES	04/01/24	480.00	480.00	INSTALLATION
					3,958.57	3,958.57	
DETAILS FOR ACCOUNT: 32.0133.52620.550.0000.0000.000.125. PRINTING & BINDING							
24007344	001	004482	WALKER COMPANIES	04/01/24	1,956.00	1,956.00	FULL COLOR DIGITAL PRINT FOR BRIC
24007344	002	004482	WALKER COMPANIES	04/01/24	857.38	857.38	PREMIUM MATTE LAMINATE
24007344	003	004482	WALKER COMPANIES	04/01/24	480.00	480.00	INSTALLATION
					3,293.38	3,293.38	
DETAILS FOR ACCOUNT: 32.0137.52580.652.0000.0000.000.002. AUDIOVISUAL							
24008023	001	013573	PROCOMPUTING CORPORATION	04/15/24	1,465.87	1,465.87	AMPLIFIER
					1,465.87	1,465.87	
DETAILS FOR ACCOUNT: 32.0283.52220.640.0000.0000.000.500. EBOOKS							
24007300	001	000388	CENGAGE LEARNING INC	04/01/24	1,156.67	1,156.67	GALE IN CONTEXT: MIDDLE SCHOOL
					1,156.67	1,156.67	
DETAILS FOR ACCOUNT: 32.0283.52220.640.0000.0000.000.501. EBOOKS							
24007300	001	000388	CENGAGE LEARNING INC	04/01/24	1,156.67	1,156.67	GALE IN CONTEXT: MIDDLE SCHOOL
					1,156.67	1,156.67	
DETAILS FOR ACCOUNT: 32.0283.52220.640.0000.0000.000.502. EBOOKS							
24007300	001	000388	CENGAGE LEARNING INC	04/01/24	1,156.67	1,156.67	GALE IN CONTEXT: MIDDLE SCHOOL
					1,156.67	1,156.67	
DETAILS FOR ACCOUNT: 32.0283.52220.640.0000.0000.000.504. EBOOKS							
24007300	001	000388	CENGAGE LEARNING INC	04/01/24	1,156.67	1,156.67	GALE IN CONTEXT: MIDDLE SCHOOL
					1,156.67	1,156.67	
DETAILS FOR ACCOUNT: 32.0283.52220.641.0000.0000.000.092. BOOKS							
24006898	001	500000	AMAZON.COM	03/07/24	500.00	50.45	BOOKS FOR NPS LIBRARIES
24006901	001	011562	FIRST BOOK	03/07/24	250.00	0.29	BOOKS FOR NPS LIBRARIES
					750.00	50.74	
DETAILS FOR ACCOUNT: 32.0284.51000.618.0100.3330.000.705. CLEANING & MAINTENANCE SUPPLIE							
24007250	001	007380	PIONEER MANUFACTURING COMPANY	03/27/24	410.60	410.60	CHALK SPRAY FOR SOCCER FIELDS AT
24007250	002	007380	PIONEER MANUFACTURING COMPANY	03/27/24	17.36	17.36	SHIPPING
					427.96	427.96	
DETAILS FOR ACCOUNT: 32.0284.51000.657.0100.3330.000.705. UNIFORMS							
24007072	001	014530	ACONCAGUA VENTURES LLC	03/18/24	500.00	500.00	UNIFORMS FOR THE NHS SPECIAL OLYM
					500.00	500.00	
DETAILS FOR ACCOUNT: 32.0284.51000.657.0834.3300.000.710. UNIFORMS							
24007876	001	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	94.95	94.95	DANCE DRESS - DD0414
24007876	002	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	17.95	17.95	CUSTOM LETTERING CFC28683

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
24007876	003	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	108.95	108.95	VSF MOTION FLEX SHELL MF224H
24007876	004	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	36.00	36.00	3 COLOR SERIF DIAMOND
24007876	005	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	14.95	14.95	CUSTOM COATED FAB WOMANS CFC 4851
24007876	006	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	107.95	107.95	POWERFIT CIRCLE SKIRT S2218P
24007876	007	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	126.95	126.95	VSF MOTION FLEX BODYLINER MFBL181
24007876	008	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	48.50	48.50	VSF 2 CLR COMMON BLACK LETTERS CF
24007876	009	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	17.00	17.00	NECK RH1816N
24007876	010	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	23.00	23.00	LOWER SLEEVES RH1816LS
24007876	011	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	86.95	86.95	MOTION FLEX SHIRT MFSV01817B
24007876	012	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	18.00	18.00	V WAISTBAND RHVWB
24007876	013	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	53.00	53.00	V WAIST SKIRT FRONT RHSKFV
24007876	014	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	84.95	84.95	MOTION FLEX SKIRT MFS1817B
24007876	015	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	16.00	16.00	HEAVY BLOCK LETTERS MNHB1
24007876	016	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	69.95	69.95	DANCE TOP DT1716H
24007876	017	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	64.95	64.95	CUST COATED FAB WOMEN'S CFC-46213
24007876	018	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	12.95	12.95	SWAROVSKI STONES WOMEN'S RSC-2055
24007876	019	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	83.95	83.95	MOTIONFLEX BODYLINER
24007876	020	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	14.95	14.95	CUST COATED FAB - WOMANS CFC-6032
24007876	021	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	28.95	28.95	CUSTOM VARSITY STONE WOMAN'S RVC-
24007876	022	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	34.28	34.28	VARSITY STONES CLR RVC1046W
24007876	023	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	59.95	59.95	MOTION FLEX A LINE SKIRT
24007876	024	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	112.95	112.95	POWER FIT HALTER WH183P
24007876	025	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	36.00	36.00	VSFL CLR COM WADE BLACK CFCBWBL3
24007876	026	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	91.95	91.95	POWERFIT A LINE SKIRT S012P
24007876	027	000288	VARSITY SPIRIT FASHIONS AND S	04/10/24	101.00	101.00	SHIPPING/HANDLING
					1,566.93	1,566.93	
DETAILS FOR ACCOUNT: 32.0285.51000.655.0100.0000.000.050. INSTRUMENTS							
24007915	001	004842	GUITAR CENTER STORES INC	04/12/24	1,000.00	1,000.00	ELECTRIC KEYBOARD PIANO FOR ADAMS
					1,000.00	1,000.00	
TOTALS FOR FUND: 32 BOND FUND-REC'D 2012					46,763.27	46,064.01	
DETAILS FOR ACCOUNT: 33.0131.52317.310.0000.0000.000.001. OFFICIAL ADMINISTRATIVE SERV							
24007128	001	003011	MOODY'S INVESTORS SERVICE	03/18/24	968.93	968.93	PROFESSIONAL SERVICES FOR 2024 BO
					968.93	968.93	
TOTALS FOR FUND: 33 BOND FUND-REC'D 2013					968.93	968.93	
DETAILS FOR ACCOUNT: 34.0131.52317.310.0000.0000.000.001. OFFICIAL ADMINISTRATIVE SERV							
24007128	001	003011	MOODY'S INVESTORS SERVICE	03/18/24	12,031.07	12,031.07	PROFESSIONAL SERVICES FOR 2024 BO
					12,031.07	12,031.07	
TOTALS FOR FUND: 34 BOND FUND-REC'D 2014					12,031.07	12,031.07	

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DETAILS FOR ACCOUNT: 39.0137.52580.733.0000.0000.000.710. TECHNOLOGY RELATED EQUIPMENT							
24006972	001	000541	WADE ELECTRIC	03/11/24	10,380.00	10,380.00	INSTALL 1 - 2" PVC CONDUIT VIA D
24006972	002	000541	WADE ELECTRIC	03/11/24	5,354.20	5,354.20	LABOR JOURNEYMAN/APPRENTICE
					15,734.20	15,734.20	
DETAILS FOR ACCOUNT: 39.0271.54720.453.0000.0000.000.705. HEATING AND COOLING SERVICES							
24007129	001	014524	EEI GROUP LLC	03/19/24	17,160.00	17,160.00	HUMIDIFIER FOR CHOIR ROOM AT NORM
					17,160.00	17,160.00	
TOTALS FOR FUND: 39 BOND FUND-REC'D 2009					32,894.20	32,894.20	
DETAILS FOR ACCOUNT: 61.0801.51000.657.0100.3330.000.705. INSTRUCTION-UNIFORMS							
24007655	001	001269	BSN SPORTS	04/04/24	946.00	946.00	BLACK-BRASILIA 9.5 XL BACKPACK W/
24007655	002	001269	BSN SPORTS	04/04/24	54.00	54.00	FREIGHT $54
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0802.52199.682.0900.0000.000.501. REFRESHMENTS/AWARDS/GIFTS							
24007730	001	000283	HEYDAY ENTERTAINMENT LLC	04/08/24	1,500.00	1,500.00	RESERVED SPACE FOR 24 BOWLING FOR
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.0803.51000.657.0100.3330.000.705. UNIFORMS							
24007988	001	001269	BSN SPORTS	04/15/24	1,050.00	1,050.00	BANKSHOT WOMENS 5" BBALL REV SHOR
24007988	002	001269	BSN SPORTS	04/15/24	105.00	105.00	FREIGHT - $105
24007988	003	001269	BSN SPORTS	04/15/24	1,050.00	1,050.00	BANKSHOT WOMENS BBALL REV JERSEY
					2,205.00	2,205.00	
DETAILS FOR ACCOUNT: 61.0805.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
24006953	001	003145	SERATTE, JON F	03/11/24	75.00	75.00	BASEBALL OFFICIAL 3/11
24007103	001	010269	JOHANSEN, KRIS	03/18/24	150.00	150.00	BASEBALL OFFICIAL 3/25
24007727	001	013382	SIECK, CHRISTIAN	04/08/24	75.00	75.00	BASEBALL OFFICIAL 4/9
24007728	001	013801	HERREN, BRADY	04/08/24	75.00	75.00	BASEBALL OFFICIAL 4/9
24007729	001	010269	JOHANSEN, KRIS	04/08/24	150.00	150.00	BASEBALL OFFICIAL 4/8
24007777	001	010269	JOHANSEN, KRIS	04/10/24	150.00	150.00	BASEBALL OFFICIAL 4/8
24007797	001	011643	HE, QING	04/10/24	150.00	150.00	BASEBALL OFFICIAL 4/11
24007799	001	011101	MCCLELLAN, LANDEN	04/10/24	150.00	150.00	BASEBALL OFFICIAL 4/11
					975.00	975.00	
DETAILS FOR ACCOUNT: 61.0805.51000.343.0800.3300.000.705. INSTR-GAME OFFICIALS SERVICES							
24007809	001	003145	SERATTE, JON F	04/10/24	75.00	75.00	V BASEBALL
24007814	001	014005	GINGRICH, DONNY	04/10/24	150.00	150.00	JV/V BASEBALL
24007815	001	013985	MCKAY, PAUL ROBERT	04/10/24	150.00	150.00	JV/V BASEBALL
24007816	001	000976	WALLACE, MICHAEL PAUL	04/10/24	150.00	150.00	JV/V BASEBALL
24007817	001	004120	SCOTT, CHANCE	04/10/24	150.00	150.00	JV/V BASEBALL
24007818	001	014589	JOHNSON, JAXSON	04/10/24	150.00	150.00	JV/V BASEBALL
					825.00	825.00	
DETAILS FOR ACCOUNT: 61.0805.51000.810.0100.3330.000.710. INSTRUCTION-DUES AND FEES							
24007064	001	005092	PIEDMONT PUBLIC SHOOLS	03/15/24	250.00	250.00	PIEDMONT BASEBALL TOURN. 3/16
24007774	001	002044	PUTNAM CITY SCHOOL DISTRICT	04/10/24	300.00	300.00	BASEBALL TOURN FEE 4/12
					550.00	550.00	

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DETAILS FOR ACCOUNT: 61.0806.52199.343.0800.0000.000.501. STUD SUPP-GAME OFFICIALS SERV							
24007965	001	014056	CHAPMAN, LANCE	04/15/24	100.00	100.00	SLOWPITCH SOFTBALL SCHEDULER 23-2
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0806.52199.683.0800.0000.000.501. STUD SUPP-EXTRA CURRICULAR SUP							
24008117	001	010511	INKLAHOMA SCREENPRINTING AND	04/15/24	170.00	170.00	SOFTBALL SHIRTS
					170.00	170.00	
DETAILS FOR ACCOUNT: 61.0807.51000.810.0100.3330.000.705. INSTRUCTION-DUES AND FEES							
24007908	001	001618	SAND SPRINGS PUBLIC SCHOOLS	04/12/24	200.00	200.00	HS GIRLS WRESTLING TOURNAMENT JAN
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0809.51000.810.0800.3300.000.705. INSTRUCTION-DUES AND FEES							
24007984	001	001991	GUTHRIE PUBLIC SCHOOLS	04/15/24	100.00	100.00	ENTRY FEE - TENNIS BOYS GUTHRIE T
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0810.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
24006956	001	001823	GAME OFFICIALS FOR BLANKET EN	03/11/24	90.00	90.00	SOFTBALL OFFICIAL 3/11
					90.00	90.00	
DETAILS FOR ACCOUNT: 61.0810.51000.343.0800.3300.000.705. INSTR-GAME OFFICIALS SERVICES							
24007785	001	008721	TIEMANN, KENTON	04/10/24	150.00	150.00	SLOW PITCH OFFICIALS - 3 V GAMES
24007820	001	001823	GAME OFFICIALS FOR BLANKET EN	04/10/24	100.00	100.00	SLOW PITCH OFFICIALS
24007821	001	001823	GAME OFFICIALS FOR BLANKET EN	04/10/24	100.00	100.00	SLOW PITCH OFFICIALS
24007822	001	001823	GAME OFFICIALS FOR BLANKET EN	04/10/24	100.00	100.00	SLOW PITCH OFFICIALS
24007824	001	001823	GAME OFFICIALS FOR BLANKET EN	04/10/24	100.00	100.00	SLOW PITCH OFFICIALS
24007825	001	001823	GAME OFFICIALS FOR BLANKET EN	04/10/24	100.00	100.00	SLOW PITCH OFFICIALS
24007826	001	001823	GAME OFFICIALS FOR BLANKET EN	04/10/24	100.00	100.00	SLOW PITCH OFFICIALS
					750.00	750.00	
DETAILS FOR ACCOUNT: 61.0813.51000.682.0100.3330.000.705. REFRESHMENTS/AWARDS/GIFTS							
24007923	002	000406	NORMAN GOLF PARTNERS LLC	04/15/24	2,600.00	2,600.00	GOLF FEES FOR HOSTING NORMAN HIGH
					2,600.00	2,600.00	
DETAILS FOR ACCOUNT: 61.0813.51000.810.0800.3300.000.705. INSTRUCTION-DUES AND FEES							
24007587	001	012813	EDMOND NORTH BOYS GOLF INC	04/04/24	490.00	490.00	ENTRY FEE FOR EDMOND NORTH GOLF T
24007591	001	000726	MID-DEL PUBLIC SCHOOLS	04/04/24	190.00	190.00	ENTRY FEE FOR DEL CITY INVITATION
24007592	001	003131	ARDMORE INDEPENDENT SCHOOL DI	04/04/24	450.00	450.00	ENTRY FEE FOR MAX WILLIAMSON INVI
24007594	001	002929	GUTHRIE HOLE-IN-ONE CLUB INC	04/04/24	337.00	337.00	ENTRY FEE FOR 2024 BLUE JAY BASH
24007923	001	000406	NORMAN GOLF PARTNERS LLC	04/15/24	4,900.00	4,900.00	GOLF FEES FOR HOSTING NORMAN HIGH
					6,367.00	6,367.00	
DETAILS FOR ACCOUNT: 61.0815.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
24007718	001	001823	GAME OFFICIALS FOR BLANKET EN	04/08/24	75.00	75.00	SOCCER OFFICIAL 4/5
24007719	001	001823	GAME OFFICIALS FOR BLANKET EN	04/08/24	90.00	90.00	SOCCER OFFICIAL 4/5
24007720	001	001823	GAME OFFICIALS FOR BLANKET EN	04/08/24	90.00	90.00	SOCCER OFFICIAL 4/5
					255.00	255.00	
DETAILS FOR ACCOUNT: 61.0815.51000.343.0800.3300.000.705. INSTR-GAME OFFICIALS SERVICES							
24007602	001	014590	MADEIRA, DEBORAH DA SILVEIRA	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007603	001	013336	ALBUQUERQUE, RODRIGO	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER

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24007604	001	014588	MEJIA, JOSE MANUEL	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007605	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007606	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007607	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007608	001	012780	WITTMANN, FRASER	04/04/24	75.00	45.00	V BOYS/GIRLS SOCCER
24007609	001	012696	CORATOLO, MATIAS	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007610	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007611	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007612	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007613	001	012696	CORATOLO, MATIAS	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007614	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007615	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007616	001	014557	ANELE, DANIEL	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007617	001	007447	MANFRO, IGOR GONZALEZ	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007618	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007619	001	014029	QASHA, UVIWE	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007620	001	010993	QUERI, BRANDON	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007783	001	012780	WITTMANN, FRASER	04/10/24	40.00	40.00	JV BOYS/GIRLS SOCCER
					1,315.00	1,285.00	
DETAILS FOR ACCOUNT: 61.0817.51000.681.0100.3330.000.710. INSTR-COCURRICULAR SUPPLIES							
24007621	001	001269	BSN SPORTS	04/04/24	876.33	876.33	MAIN NET FOR 732230 CAGE
					876.33	876.33	
DETAILS FOR ACCOUNT: 61.0817.52199.345.0800.0000.000.501. OTHER COMPETITIVE EVENTS OFFIC							
24007696	001	004611	LEITKA, JON	04/08/24	400.00	400.00	STARTER FEE FOR 2 MIDDLE SCHOOL T
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0817.52199.682.0817.0000.000.501. REFRESHMENTS/AWARDS/GIFTS							
24007869	001	003655	ELITE TROPHIES, LLC	04/10/24	438.48	438.48	28 X 2 3/4" GOLD INSERT MEDAL 4.7
					438.48	438.48	
DETAILS FOR ACCOUNT: 61.0817.52199.810.0800.0000.000.501. STUDENT SUPPORT-DUES AND FEES							
24007182	001	004199	CLINTON PUBLIC SCHOOLS	03/26/24	300.00	300.00	KAY CRENSHAW INVITATIONAL TRACK A
24007183	001	001926	DUNCAN PUBLIC SCHOOLS	03/26/24	600.00	600.00	MIDDLE SCHOOL TRACK MEET APRIL 9T
					900.00	900.00	
DETAILS FOR ACCOUNT: 61.0818.51000.681.0100.3330.000.710. INSTR-COCURRICULAR SUPPLIES							
24007621	001	001269	BSN SPORTS	04/04/24	876.33	876.33	MAIN NET FOR 732230 CAGE
					876.33	876.33	
DETAILS FOR ACCOUNT: 61.0819.52199.343.0800.0000.000.501. STUD SUPP-GAME OFFICIALS SERV							
24007890	001	004409	WALTON, MIKE	04/10/24	35.00	35.00	GAME OFFICIAL FOR 1 SLOWPITCH SOF
24007891	001	004409	WALTON, MIKE	04/10/24	35.00	35.00	GAME OFFICIAL FOR 1 SLOWPITCH SOF
24007892	001	004409	WALTON, MIKE	04/10/24	35.00	35.00	GAME OFFICIAL FOR 1 SLOWPITCH SOF
24007893	001	004409	WALTON, MIKE	04/10/24	35.00	35.00	GAME OFFICIAL FOR 1 SLOWPITCH SOF
24007894	001	001823	GAME OFFICIALS FOR BLANKET EN	04/10/24	35.00	35.00	GAME OFFICIAL FOR 1 SLOWPITCH SOF
24007895	001	001823	GAME OFFICIALS FOR BLANKET EN	04/10/24	35.00	35.00	GAME OFFICIAL FOR 1 SLOWPITCH SOF
24007896	001	001823	GAME OFFICIALS FOR BLANKET EN	04/10/24	35.00	35.00	GAME OFFICIAL FOR 1 SLOWPITCH SOF
24007897	001	001823	GAME OFFICIALS FOR BLANKET EN	04/10/24	35.00	35.00	GAME OFFICIAL FOR 1 SLOWPITCH SOF
24007898	001	001823	GAME OFFICIALS FOR BLANKET EN	04/10/24	35.00	35.00	GAME OFFICIAL FOR 1 SLOWPITCH SOF

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24007962	001	001823	GAME OFFICIALS FOR BLANKET EN	04/15/24	35.00	35.00	GAME OFFICIAL FOR 1 SLOWPITCH SOF
24007964	001	001823	GAME OFFICIALS FOR BLANKET EN	04/15/24	35.00	35.00	GAME OFFICIAL FOR 1 SLOWPITCH SOF
					385.00	385.00	
DETAILS FOR ACCOUNT: 61.0819.52199.343.0800.0000.000.502. STUD SUPP-GAME OFFICIALS SERV							
24007444	001	001823	GAME OFFICIALS FOR BLANKET EN	04/02/24	160.00	160.00	GAME OFFICIALS FOR SLOW PITCH SOF
24007445	001	001823	GAME OFFICIALS FOR BLANKET EN	04/02/24	160.00	160.00	GAME OFFICIALS FOR SLOW PITCH SOF
24007448	001	001823	GAME OFFICIALS FOR BLANKET EN	04/02/24	120.00	120.00	GAME OFFICIALS FOR SLOW PITCH SOF
24007933	001	001823	GAME OFFICIALS FOR BLANKET EN	04/15/24	120.00	120.00	GAME OFFICIALS FOR SLOW PITCH SOF
24007936	001	001823	GAME OFFICIALS FOR BLANKET EN	04/15/24	80.00	80.00	GAME OFFICIALS FOR SLOW PITCH SOF
24007937	001	001823	GAME OFFICIALS FOR BLANKET EN	04/15/24	80.00	80.00	GAME OFFICIALS FOR SLOW PITCH SOF
24007938	001	001823	GAME OFFICIALS FOR BLANKET EN	04/15/24	80.00	80.00	GAME OFFICIALS FOR SLOW PITCH SOF
					800.00	800.00	
DETAILS FOR ACCOUNT: 61.0819.52199.343.0800.0000.000.504. STUD SUPP-GAME OFFICIALS SERV							
24006999	001	001823	GAME OFFICIALS FOR BLANKET EN	03/12/24	82.50	82.50	SOFTBALL OFFICIAL 3/25/24
24007000	001	001823	GAME OFFICIALS FOR BLANKET EN	03/12/24	82.50	82.50	SOFTBALL OFFICIAL 4/4/24
24007004	001	001823	GAME OFFICIALS FOR BLANKET EN	03/12/24	82.50	82.50	SOFTBALL OFFICIAL 4/18/24
24007005	001	001823	GAME OFFICIALS FOR BLANKET EN	03/12/24	82.50	82.50	SOFTBALL OFFICIAL 4/23/24
					330.00	330.00	
DETAILS FOR ACCOUNT: 61.0819.52199.657.0800.0000.000.502. STUDENT SUPPORT-UNIFORMS							
24007117	001	001269	BSN SPORTS	03/18/24	4,212.00	4,212.00	VOLLEYBALL UNIFORMS 2024 QUOTE AT
					4,212.00	4,212.00	
DETAILS FOR ACCOUNT: 61.0819.52199.682.0800.0000.000.504. REFRESHMENTS/AWARDS/GIFTS							
24007943	001	003655	ELITE TROPHIES, LLC	04/15/24	438.48	438.48	MEDALS FOR TRACK
					438.48	438.48	
DETAILS FOR ACCOUNT: 61.0819.52199.682.0800.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24007150	001	012200	JP MORGAN CHASE BANK NA	03/19/24	500.00	197.12	HOSPITALITY ROOM FOR SPECIAL EVEN
24007214	001	001232	SAM'S EAST INC	03/26/24	250.00	250.00	HOSPITALITY ROOM FOR JUDGES, SRO,
					750.00	447.12	
DETAILS FOR ACCOUNT: 61.0819.52199.682.0819.0000.000.003. REFRESHMENTS/AWARDS/GIFTS							
24007878	001	000513	PETERS, VINCENT - SOONER TROP	04/10/24	90.00	90.00	CROSSTOWN CLASH PLAQUES FOR GOLF
					90.00	90.00	
DETAILS FOR ACCOUNT: 61.0819.52199.683.0800.0000.000.500. STUD SUPP-EXTRA CURRICULAR SUP							
24007368	001	001269	BSN SPORTS	04/01/24	170.00	170.00	2 DOZEN SOFTBALLS FOR IRVING MIDD
24007368	002	001269	BSN SPORTS	04/01/24	17.00	17.00	SHIPPING
					187.00	187.00	
DETAILS FOR ACCOUNT: 61.0819.52199.683.0800.0000.000.504. STUD SUPP-EXTRA CURRICULAR SUP							
24007510	001	500000	AMAZON.COM	04/02/24	65.00	65.00	6# SHOT PUT BOOSTER WILL REIMBURS
					65.00	65.00	
DETAILS FOR ACCOUNT: 61.0819.52720.516.0819.0000.000.003. STUDENT OUT OF DISTRICT MEALS							
24007978	001	012200	JP MORGAN CHASE BANK NA	04/15/24	450.00	450.00	NHS BOYS BASKETBALL MEAL FOR STAT
					450.00	450.00	

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DETAILS FOR ACCOUNT: 61.0820.52199.683.0900.0000.000.112. EXTRA CURRICULAR SUPPLIES							
24006957	001	500000	AMAZON.COM	03/11/24	100.00	69.32	SUPPLIES FOR CUB CLUBS (AFTER SCH
24007994	001	001225	WALMART STORES INC	04/15/24	200.00	200.00	SUPPLIES/MATERIALS TO BE PICKED U
					300.00	269.32	
DETAILS FOR ACCOUNT: 61.0822.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
24006990	001	001823	GAME OFFICIALS FOR BLANKET EN	03/12/24	80.00	80.00	SOCCER OFFICIAL 3/12
24007308	001	014571	SMALLING, KISHAWN	04/01/24	100.00	100.00	SOCCER OFFICIAL 3/25
24007514	001	006517	HAGUE, ROBERT	04/02/24	75.00	75.00	SOCCER OFFICIAL 4/4
24007515	001	013479	KOJIC, DAMNJAN	04/02/24	50.00	50.00	SOCCER OFFICIAL 4/4
24007516	001	001823	GAME OFFICIALS FOR BLANKET EN	04/02/24	50.00	50.00	SOCCER OFFICIAL 4/4
24007517	001	013479	KOJIC, DAMNJAN	04/02/24	40.00	40.00	SOCCER OFFICIAL 4/4
24007518	001	001823	GAME OFFICIALS FOR BLANKET EN	04/02/24	40.00	40.00	SOCCER OFFICIAL 4/4
					435.00	435.00	
DETAILS FOR ACCOUNT: 61.0822.51000.343.0800.3300.000.705. INSTR-GAME OFFICIALS SERVICES							
24007602	001	014590	MADEIRA, DEBORAH DA SILVEIRA	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007603	001	013336	ALBUQUERQUE, RODRIGO	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007604	001	014588	MEJIA, JOSE MANUEL	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007605	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007606	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007607	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007608	001	012780	WITTMANN, FRASER	04/04/24	75.00	45.00	V BOYS/GIRLS SOCCER
24007609	001	012696	CORATOLO, MATIAS	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007610	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	75.00	75.00	V BOYS/GIRLS SOCCER
24007611	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007612	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007613	001	012696	CORATOLO, MATIAS	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007614	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007615	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007616	001	014557	ANELE, DANIEL	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007617	001	007447	MANFRO, IGOR GONZALEZ	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007618	001	001823	GAME OFFICIALS FOR BLANKET EN	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007619	001	014029	QASHA, UVIWE	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007620	001	010993	QUERI, BRANDON	04/04/24	60.00	60.00	JV BOYS/GIRLS SOCCER
24007783	001	012780	WITTMANN, FRASER	04/10/24	40.00	40.00	JV BOYS/GIRLS SOCCER
					1,315.00	1,285.00	
DETAILS FOR ACCOUNT: 61.0825.51000.681.0100.0000.000.504. COCURRICULAR SUPPLIES							
24008040	001	001232	SAM'S EAST INC	04/15/24	150.00	150.00	CLASSROOM SUPPLIES
24008044	001	000371	LOWE'S HOME CENTERS INC	04/15/24	150.00	150.00	CLASSROOM SUPPLIES PTO WILL REIMB
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0825.52199.810.0900.0000.000.500. DUES AND FEES							
24007863	001	001769	MB OKC LLC	04/10/24	364.00	364.00	IRVING/ART FIELD TRIP/28 STUDENTS
					364.00	364.00	
DETAILS FOR ACCOUNT: 61.0825.52212.682.0900.1173.000.004. REFRESHMENTS/AWARDS/GIFTS							
24007263	001	012200	JP MORGAN CHASE BANK NA	03/29/24	400.00	400.00	MEALS FOR STAFF AND VISITING COND
24007907	001	001232	SAM'S EAST INC	04/11/24	200.00	200.00	REFRESHMENTS FOR ALL CITY ART SHO
					600.00	600.00	

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DETAILS FOR ACCOUNT: 61.0827.52199.682.0900.0000.000.500. REFRESHMENTS/AWARDS/GIFTS							
24007199	001	730033	UNIVERSITY OF OKLAHOMA	03/26/24	190.00	190.00	IRIVNG/GIFTED/ENRICHMENT TRIP TO
					190.00	190.00	
DETAILS FOR ACCOUNT: 61.0827.52213.682.0271.0000.000.021. REFRESHMENTS/AWARDS/GIFTS							
24007422	001	001225	WALMART STORES INC	04/02/24	200.00	200.00	REFRESHMENTS- FOOD/WATER/SODA/JUI
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0827.52340.682.0900.0000.000.089. REFRESHMENTS/AWARDS/GIFTS							
24007316	001	001232	SAM'S EAST INC	04/01/24	500.00	500.00	REFRESHMENTS- FOOD/WATER/SODA/JUI
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0828.51000.346.0100.1195.000.504. TECHNOLOGY RELATED TECHNICAL S							
24008001	001	000319	HORTON, PAT - HORTON PRODUCTI	04/15/24	350.00	350.00	RECORDING OF THE SPRING CONCERT
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0828.52199.682.0900.1195.000.504. REFRESHMENTS/AWARDS/GIFTS							
24008002	001	000513	PETERS, VINCENT - SOONER TROP	04/15/24	400.00	400.00	STUDENT REWARDS
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0829.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24007240	001	013065	EAGLE ONE PIZZA	03/27/24	40.00	40.00	(4) 1 TOPPING PIZZA (1) VEGGIE PI
					40.00	40.00	
DETAILS FOR ACCOUNT: 61.0830.52199.683.0900.0000.000.705. EXTRA CURRICULAR SUPPLIES							
24007996	001	500000	AMAZON.COM	04/15/24	40.00	40.00	SUPPLIES FOR ART CLASS SY 23-24.
24007997	001	500000	AMAZON.COM	04/15/24	125.00	125.00	SUPPLIES FOR ART CLASS SY 23-24.
					165.00	165.00	
DETAILS FOR ACCOUNT: 61.0830.52410.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24007709	001	012200	JP MORGAN CHASE BANK NA	04/08/24	180.00	180.00	LUNCH FOR PRINCIPAL PLANNING MEET
24007735	001	011773	TAVERN VENTURES LLC	04/08/24	500.00	500.00	LUNCH FOR GRADUATION COMMITTEE ME
					680.00	680.00	
DETAILS FOR ACCOUNT: 61.0830.52573.860.0900.0000.000.705. STAFF REGISTRATION & TUITION							
24007431	001	001325	CCOSA	04/02/24	1,199.00	1,199.00	CCOSA-OKLAHOMA PRINCIPAL LEADERSH
24007432	001	001325	CCOSA	04/02/24	800.00	800.00	CCOSA-REGISTRATION FOR EMERGING L
					1,999.00	1,999.00	
DETAILS FOR ACCOUNT: 61.0834.52199.657.0900.0000.000.501. UNIFORMS							
24008019	001	000298	BAMBOA SPORTSWEAR	04/15/24	332.00	332.00	ALCOTT CHEER JACKET EMB ON 2 SIDE
					332.00	332.00	
DETAILS FOR ACCOUNT: 61.0837.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24007417	001	001232	SAM'S EAST INC	04/01/24	350.00	350.00	FRESHMAN MOVIE NIGHT, BUYING POPC
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0840.51000.810.0311.8000.000.705. INSTRUCTION-DUES AND FEES							
24007451	001	012200	JP MORGAN CHASE BANK NA	04/02/24	500.00	500.00	JUDGING CARD ONLINE ENTRIES FOR S
					500.00	500.00	

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DETAILS FOR ACCOUNT: 61.0840.52199.449.0900.0000.000.705. OTHER RENTALS OR LEASE SERVICE							
24007657	001	000468	CROSSLAND'S A & A RENT-ALL &	04/04/24	180.00	180.00	AG-ED RENTAL FOR FIELD TRIP TO SC
					180.00	180.00	
DETAILS FOR ACCOUNT: 61.0845.52220.642.0900.0000.000.155. PERIODICALS							
24007282	001	005190	COX SUBSCRIPTIONS INC	04/01/24	41.75	41.75	TRUMAN LIBRARY PERIODICAL SUBSCRI
					41.75	41.75	
DETAILS FOR ACCOUNT: 61.0845.53200.670.0900.0000.000.125. MDSE-PURCH FOR RESALE FOR FND							
24007909	001	001239	SCHOLASTIC BOOK FAIRS	04/12/24	3,500.00	3,500.00	SCHOLASTIC BOOK FAIR SPRING 2024
					3,500.00	3,500.00	
DETAILS FOR ACCOUNT: 61.0845.53200.670.0900.0000.000.155. ENTERPRISE-MDSE-PURCH FOR RESA							
24007105	001	001239	SCHOLASTIC BOOK FAIRS	03/18/24	2,000.00	2,000.00	BOOKS FOR RESALE AT SPRING BOOK F
24008116	001	001239	SCHOLASTIC BOOK FAIRS	04/15/24	917.19	917.19	ADDITIONAL PO TO PO# 24007105 TO
					2,917.19	2,917.19	
DETAILS FOR ACCOUNT: 61.0846.51000.449.0100.4000.000.710. INSTRUCT-OTH RENT OR LEASE SER							
24007846	001	003956	LYRIC THEATRE OF OKLAHOMA, IN	04/10/24	467.50	467.50	COSTUME RENTALS FOR DRAMA PRODUCT
24007847	001	003901	OCKER, KRISTEN - QUEEN OF HAR	04/10/24	110.00	110.00	DRAMA COSTUME RENTALS GOWN AND WI
					577.50	577.50	
DETAILS FOR ACCOUNT: 61.0846.51000.681.0100.4000.000.710. COCURRICULAR SUPPLIES							
24007672	001	500001	AMAZON MARKETPLACE	04/05/24	350.00	350.00	PROPS FOR NNHS DRAMA PRODUCTION "
24007924	001	001225	WALMART STORES INC	04/15/24	250.00	250.00	PROPS FOR NNHS DRAMA PRODUCTIOON.
24007976	001	000371	LOWE'S HOME CENTERS INC	04/15/24	250.00	250.00	PIPES TO PAINT FOR SPRING PLAY P
					850.00	850.00	
DETAILS FOR ACCOUNT: 61.0846.53200.660.0900.0000.000.705. ENTERPRISE-MDSE-PURCH RESALE							
24007350	001	000591	B&C APPAREL LLC	04/01/24	500.00	500.00	34 DEVISED SHIRTS FOR DRAMA STUDE
24007351	001	000591	B&C APPAREL LLC	04/01/24	700.00	700.00	ONE ACT TSHIRTS FOR DRAMA STUDENT
24007453	001	000591	B&C APPAREL LLC	04/02/24	710.00	710.00	54 SHIRTS FOR DRAMA STUDENTS @ $1
					1,910.00	1,910.00	
DETAILS FOR ACCOUNT: 61.0849.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24007841	001	500000	AMAZON.COM	04/10/24	160.00	160.00	BLACK STUDENT UNION STOLES FOR GR
					160.00	160.00	
DETAILS FOR ACCOUNT: 61.0850.53200.673.0900.0000.000.710. PORTABLE DEVICES							
24006814	001	000824	APPLE INC	03/05/24	378.00	378.00	10.2 - INCH IPAD WIFI 64 GB SILVE
					378.00	378.00	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0100.1050.000.130. INSTRUCTION-DUES AND FEES							
24007645	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/04/24	744.00	744.00	CHASE - ADMISSION TO SCIENCE MUSE
24007659	001	730005	UNIVERSITY OF OKLAHOMA	04/04/24	300.00	300.00	KINDER FIELD TRIP - SAM NOBLE ADM
					1,044.00	1,044.00	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0100.1050.000.151. DUES AND FEES							
24007768	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/10/24	480.00	480.00	80 TICKETS @ $6 EACH 7 STAFF AND
24007823	001	000542	JASMINE MORAN CHILDREN'S MUSE	04/10/24	855.00	855.00	95 ADMISSION FEES FOR STUDENTS @
24007830	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/10/24	504.00	504.00	@ $6 EACH FOR ADMISSION FOR 84 ST
					1,839.00	1,839.00	

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DETAILS FOR ACCOUNT: 61.0860.51000.810.0900.0000.000.165. INSTRUCTION-DUES AND FEES							
24007387	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/01/24	1,000.00	1,000.00	2ND GRADE FIELD TRIP - OKC ZOO 5/
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0860.52199.683.0900.0000.000.125. STUD SUPP-EXTRA CURRICULAR SUP							
24006948	001	000542	JASMINE MORAN CHILDREN'S MUSE	03/11/24	180.00	180.00	GROUP ADMISSION TO JASMINE MORAN
					180.00	180.00	
DETAILS FOR ACCOUNT: 61.0860.52199.683.0900.0000.000.501. STUD SUPP-EXTRA CURRICULAR SUP							
24008115	001	730072	UNIVERSITY OF OKLAHOMA	04/15/24	50.00	50.00	5 STUDENTS AT $10 PER STUDENT AVE
					50.00	50.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.0000.000.112. STUDENT SUPPORT-DUES AND FEES							
24007971	001	000625	CITY OF NORMAN	04/15/24	90.00	90.00	KDG & 5TH GRADE FIELD TRIP FRIDAY
24007972	001	013424	URBAN AIR - MOORE LLC	04/15/24	1,500.00	1,500.00	BALANCE OF 5TH GRADE FIELD TRIP F
24008075	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/15/24	685.00	685.00	FIELD TRIP ADMISSIONS INCLUDING:
					2,275.00	2,275.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.0000.000.122. DUES AND FEES							
24007385	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/01/24	475.00	475.00	KINDERGARTEN FIELD TRIP TO OKC ZO
24007456	001	000542	JASMINE MORAN CHILDREN'S MUSE	04/02/24	450.00	450.00	1ST GRADE FIELD TRIP TO JASMINE M
					925.00	925.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.0000.000.151. DUES AND FEES							
24007767	001	001769	MB OKC LLC	04/10/24	1,430.00	1,430.00	110 TICKETS @ $13 EACH, INCLUDES
					1,430.00	1,430.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.0000.000.153. STUDENT SUPPORT-DUES AND FEES							
24007353	001	001295	ORR FAMILY FARM & RR LLC	04/01/24	1,300.00	1,300.00	KINDER FIELD TRIP TO ORR FAMILY F
24007576	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/04/24	1,242.00	1,242.00	2ND GRADE FIELD TRIP SCIENCE MUSE
					2,542.00	2,542.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.0000.000.155. STUDENT SUPPORT-DUES AND FEES							
24007152	001	007232	OKLAHOMA CITY NATIONAL MEMORI	03/19/24	535.00	535.00	5TH GRADE FIELD TRIP TO OKC BOMBI
24007596	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/04/24	18.00	18.00	PER GT TEACHER, CARD CHARGED FOR
					553.00	553.00	
DETAILS FOR ACCOUNT: 61.0864.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008003	002	008773	AMERICAN ASSOCIATION OF TEACH	04/15/24	60.00	60.00	2 GRADUATION CORDS FOR FRENCH CLU
					60.00	60.00	
DETAILS FOR ACCOUNT: 61.0864.52199.810.0900.0000.000.705. STUDENT SUPPORT-DUES AND FEES							
24008003	001	008773	AMERICAN ASSOCIATION OF TEACH	04/15/24	28.00	28.00	INDUCTION DUES FOR FRENCH HONOR S
					28.00	28.00	
DETAILS FOR ACCOUNT: 61.0866.51000.619.0100.1050.000.135. INSTR-GENERAL OFFICE SUPPLIES							
24007288	001	500000	AMAZON.COM	04/01/24	30.00	30.00	3 PENCIL GRIPS @ $8.99 EACH = $26
					30.00	30.00	
DETAILS FOR ACCOUNT: 61.0866.51000.648.0100.1050.000.160. INSTRUCTION-MAGAZINES							
24007430	001	000037	SCHOLASTIC INC	04/02/24	1,300.00	1,300.00	25 SCHOLASTIC MAGAZINES PER CLASS
					1,300.00	1,300.00	

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DETAILS FOR ACCOUNT: 61.0866.51000.651.0100.1050.000.150. APPLIANCES/FURN/FIXTURES							
24007057	001	001225	WALMART STORES INC	03/13/24	50.00	23.17	HANGERS FOR LOST AND FOUND
					50.00	23.17	
DETAILS FOR ACCOUNT: 61.0866.51000.681.0100.0000.000.710. COCURRICULAR SUPPLIES							
24007012	001	500001	AMAZON MARKETPLACE	03/12/24	750.00	750.00	PO TO REPLACE ITEMS TAKEN FROM SP
					750.00	750.00	
DETAILS FOR ACCOUNT: 61.0866.51000.682.0100.1050.000.140. REFRESHMENTS/AWARDS/GIFTS							
24008085	001	001225	WALMART STORES INC	04/15/24	400.00	400.00	SNACKS AND SUPPLIES FOR THE CLASS
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0100.1050.000.107. INSTRUCTION-DUES AND FEES							
24007832	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/10/24	225.00	225.00	2ND GRADE ZOO FIELD TRIP
24007833	001	000542	JASMINE MORAN CHILDREN'S MUSE	04/10/24	225.00	225.00	KINDER JASMINE MORAN FIELD TRIP
					450.00	450.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0100.1050.000.110. INSTRUCTION-DUES AND FEES							
24007902	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/11/24	600.00	600.00	ADMISSION FOR TEACHERS AND STUDEN
24007903	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/11/24	540.00	540.00	ADMISSION FOR TEACHERS AND STUDEN
					1,140.00	1,140.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0100.1050.000.135. INSTRUCTION-DUES AND FEES							
24007802	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/10/24	450.00	450.00	2ND GRADE FIELD TRIP TO THE SCIEN
24007804	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/10/24	550.00	550.00	4TH GRADE FIELD TRIP TO THE SCIEN
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0100.1050.000.160. INSTRUCTION-DUES AND FEES							
24006867	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	03/07/24	450.00	450.00	79 STUDENTS AT $6 EACH
					450.00	450.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0900.0000.000.120. INSTRUCTION-DUES AND FEES							
24007335	001	001295	ORR FAMILY FARM & RR LLC	04/01/24	530.00	530.00	KINDERGARTEN TO ORR FARM 53 @
					530.00	530.00	
DETAILS FOR ACCOUNT: 61.0866.52199.619.0900.0000.000.502. STUDENT SUPP-GEN OFFICE SUPPLI							
24007461	001	007747	SCHOOL SAFE ID LLC	04/02/24	353.00	353.00	OFFICE SUPPLIES LABELS ECT SCHOOL
					353.00	353.00	
DETAILS FOR ACCOUNT: 61.0866.52199.655.0900.0000.000.160. INSTRUMENTS							
24007739	001	000585	GILLIAM MUSIC COMPANY	04/08/24	125.00	125.00	20 RECORDERS FOR KIDS IN NEED
					125.00	125.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0430.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
24007496	001	001225	WALMART STORES INC	04/02/24	200.00	200.00	MONEY DONATED TO USE TO BUY GIFT
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.006. REFRESHMENTS/AWARDS/GIFTS							
24007498	001	012882	RALSTON, JEREMY	04/02/24	29.00	29.00	REIMBURSEMENT FOR STUDENT MEALS P
					29.00	29.00	

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DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.110. REFRESHMENTS/AWARDS/GIFTS							
24007554	001	001232	SAM'S EAST INC	04/04/24	200.00	200.00	SNACKS FOR STUDENTS DURING TESTIN
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.122. REFRESHMENTS/AWARDS/GIFTS							
24007025	001	012200	JP MORGAN CHASE BANK NA	03/12/24	100.00	100.00	FLOWERS FOR TOY BANQUET
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.135. REFRESHMENTS/AWARDS/GIFTS							
24006970	001	001232	SAM'S EAST INC	03/11/24	200.00	200.00	SNACKS FOR STUDENTS
24007378	001	001232	SAM'S EAST INC	04/01/24	300.00	300.00	SNACKS FOR STATE TESTING
24007849	001	001793	ESKIMO SNO	04/10/24	900.00	900.00	450 SNO CONES X $2 EACH=$900
					1,400.00	1,400.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.160. REFRESHMENTS/AWARDS/GIFTS							
24007454	001	500000	AMAZON.COM	04/02/24	150.00	150.00	ITEMS FOR SENIOR DAY SUPPLIES AND
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.504. REFRESHMENTS/AWARDS/GIFTS							
24007778	001	001232	SAM'S EAST INC	04/10/24	500.00	500.00	SNACKS FOR THE BEHAVIOR ROOM PTO
24007885	001	005160	DONUT KING INC	04/10/24	400.00	400.00	DONUTS FOR CELEBRATION OF EXCELLE
					900.00	900.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24007670	001	013065	EAGLE ONE PIZZA	04/05/24	330.00	330.00	(55) PIZZAS FOR 4A WORKSHOP ON 04
					330.00	330.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
24007381	001	000285	JOSTENS INC	04/01/24	75.00	75.00	TWO GOWNS AT $32.95 EACH AND SHIP
24007806	001	011160	GBW LLC - MCDONALDS	04/10/24	140.00	140.00	APRIL'S FIVE DOLLARS GIFT CARDS F
					215.00	215.00	
DETAILS FOR ACCOUNT: 61.0866.52199.683.0129.2500.000.006. EXTRA CURRICULAR SUPPLIES							
24007521	001	013588	CHEROKEE CAP CREATIONS INC	04/02/24	80.34	80.34	J317 LARGE AND XL PORT AUTHORITY
					80.34	80.34	
DETAILS FOR ACCOUNT: 61.0866.52199.683.0900.0000.000.120. STUD SUPP-EXTRA CURRICULAR SUP							
24006968	001	500000	AMAZON.COM	03/11/24	360.00	36.32	RAZY AARON'S THINKING PUTTY X 2 B
					360.00	36.32	
DETAILS FOR ACCOUNT: 61.0866.52199.810.0900.0000.000.006. DUES AND FEES							
24006947	001	001769	MB OKC LLC	03/11/24	656.00	656.00	EXPANDED FIELD TRIP TO THE DODGER
					656.00	656.00	
DETAILS FOR ACCOUNT: 61.0866.52199.810.0900.0000.000.710. STUDENT SUPPORT-DUES AND FEES							
24006937	001	001587	OKLAHOMA FOREIGN LANGUAGE TEA	03/08/24	90.00	90.00	OFLTA CONFERENCE ELLIOTT HOLLAND
					90.00	90.00	
DETAILS FOR ACCOUNT: 61.0866.52213.810.0271.0000.000.501. DUES AND FEES							
24007865	001	014570	COBB, ALEXANDRA	04/10/24	300.00	300.00	REIMBURSMENT FOR PPAT TEST
					300.00	300.00	

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DETAILS FOR ACCOUNT: 61.0866.52410.449.0900.0000.000.501. PRINC OFF-OTH RENT OR LEASE SE							
24007966	001	003892	DAIOHS USA INC	04/15/24	183.30	183.30	RENTAL ON HOT/COLD WATER DISPENSE
					183.30	183.30	
DETAILS FOR ACCOUNT: 61.0866.52410.611.0900.0000.000.150. PRINC OFF-PAPER SUPPLIES							
24007134	001	013414	ODP BUSINESS SOLUTIONS LLC	03/19/24	200.00	94.11	COLOR PAPER $9.90 PER REAM COLOR
					200.00	94.11	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.110. PRINC OFF-GEN OFFICE SUPPLIES							
24007650	001	500000	AMAZON.COM	04/04/24	500.00	500.00	BLANKET FOR STAFF/STUDENT SUPPLIE
24007651	001	013414	ODP BUSINESS SOLUTIONS LLC	04/04/24	650.00	650.00	BLANKET FOR GEN OFF SUPPLIES FOR
24007652	001	001232	SAM'S EAST INC	04/04/24	500.00	453.14	BLANKET FOR STAFF SUPPLIES
24007654	001	050009	WALMART	04/04/24	300.00	300.00	BLANKET PO FOR STUDENT/TEACHER SU
					1,950.00	1,903.14	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.112. PRINC OFF-GEN OFFICE SUPPLIES							
24006951	001	000389	OFFICE DEPOT	03/11/24	500.00	284.12	MISCELLANEOUS OFFICE SUPPLIES
					500.00	284.12	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.120. PRINC OFF-GEN OFFICE SUPPLIES							
24007073	001	007747	SCHOOL SAFE ID LLC	03/18/24	150.00	24.10	SCHOOL SAFE ID SUPPLIES
					150.00	24.10	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.504. PRINC OFF-GEN OFFICE SUPPLIES							
24007539	001	500000	AMAZON.COM	04/03/24	45.00	45.00	REPORT COVERS AND SHEET PROTECTOR
					45.00	45.00	
DETAILS FOR ACCOUNT: 61.0866.52410.651.0900.0000.000.502. APPLIANCES							
24007119	001	007739	KRUEGER INTERNATIONAL INC	03/18/24	904.18	904.18	BOOKCASE LIBRARY 2024
					904.18	904.18	
DETAILS FOR ACCOUNT: 61.0866.52410.656.0900.0000.000.504. PRINC OFF-MACHINERY							
24007406	001	500000	AMAZON.COM	04/01/24	270.00	270.00	ICE MAKER
					270.00	270.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.110. REFRESHMENTS/AWARDS/GIFTS							
24007313	001	500000	AMAZON.COM	04/01/24	150.00	150.00	BALLOON DECORATIONS FOR SOLAR ECL
24007555	001	010413	PARTY CITY CORPORTATION - PAR	04/04/24	200.00	200.00	BLANKET FOR END OF YEAR DECORATIO
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.112. REFRESHMENTS/AWARDS/GIFTS							
24007389	001	500000	AMAZON.COM	04/01/24	185.00	185.00	CLEVELAND ART FAIR RIBBONS REWARD
					185.00	185.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.120. REFRESHMENTS/AWARDS/GIFTS							
24007864	001	001232	SAM'S EAST INC	04/10/24	400.00	400.00	REFRESHMENTS/AWARDS/GIFTS
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.135. PRINC OFF-AWARDS/GIFTS/DECOR							
24007376	001	001232	SAM'S EAST INC	04/01/24	80.00	80.00	FOOD AND SUPPLIES FOR VOLUNTEER B
					80.00	80.00	

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DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.504. PRINC OFF-AWARDS/GIFTS/DECOR							
24007340	001	001225	WALMART STORES INC	04/01/24	400.00	400.00	TA APPRECIATION
24007341	001	014409	SHIPLEY RESTAURANT COMPANY LL	04/01/24	100.00	100.00	DONUTS AND COFFEE
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.710. PRINC OFF-AWARDS/GIFTS/DECOR							
24007693	001	012200	JP MORGAN CHASE BANK NA	04/08/24	500.00	500.00	BLANKET PO FOR STAFF LUNCHES. TE
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.52573.625.0900.0000.000.710. GASOLINE							
24008090	001	012200	JP MORGAN CHASE BANK NA	04/15/24	500.00	500.00	GAS FOR SUBURBAN TRIP TO AUTIN 04
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.52573.860.0900.0000.000.130. INSERV TRAIN-STAFF REG & TUITI							
24007194	001	001325	CCOSA	03/26/24	499.00	499.00	CCOSA SUMMER LEADERSHIP CONFERENC
					499.00	499.00	
DETAILS FOR ACCOUNT: 61.0866.53200.670.0900.0000.000.135. ENTERPRISE-MDSE-PURCH FOR RESA							
24007913	001	001232	SAM'S EAST INC	04/12/24	120.00	120.00	FRUIT POPSICLES $11.98 PER BOX X
					120.00	120.00	
DETAILS FOR ACCOUNT: 61.0868.51000.681.0100.1050.000.160. COCURRICULAR SUPPLIES							
24007455	001	006986	HARVARD ASSOCIATES INC	04/02/24	350.00	350.00	TWO PRO-BOTS FOR GT
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0868.51000.810.0251.0000.000.160. DUES AND FEES							
24007457	001	730018	UNIVERSITY OF OKLAHOMA	04/02/24	420.00	420.00	4 HOUR FIELD TRIP FOR 20 STUDENTS
					420.00	420.00	
DETAILS FOR ACCOUNT: 61.0868.51000.810.0251.0000.000.502. INSTRUCTION-DUES AND FEES							
24007678	001	000463	MOORE NORMAN TECHNOLOGY CENTE	04/05/24	264.00	264.00	GIFTD FIELD TRIP TO THE WELL FOR
					264.00	264.00	
DETAILS FOR ACCOUNT: 61.0870.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24007243	001	001324	SCARBOROUGH INVESTMENT INC -	03/27/24	160.00	160.00	(20) PIZZAS PCARD
					160.00	160.00	
DETAILS FOR ACCOUNT: 61.0873.52199.682.0900.0000.000.140. REFRESHMENTS/AWARDS/GIFTS							
24006853	001	007541	JOSEPH M LINDSEY	03/06/24	240.00	240.00	KONA ICE FOR 5TH GRADE CELEBRATIO
					240.00	240.00	
DETAILS FOR ACCOUNT: 61.0877.51000.810.0100.0000.000.500. INSTRUCTION-DUES AND FEES							
24007358	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/01/24	2,160.00	2,160.00	IRVING/7TH GRADE/FIELD TRIP/ ZOO
					2,160.00	2,160.00	
DETAILS FOR ACCOUNT: 61.0877.52199.810.0900.0000.000.500. STUDENT SUPPORT-DUES AND FEES							
24007245	001	003137	BLAZERS ICE CENTER	03/27/24	675.00	675.00	IRVING 8TH GRADE FIELD TRIP SUCCE
24007395	001	012200	JP MORGAN CHASE BANK NA	04/01/24	1,292.50	1,292.50	IRIVNG/6TH GRADE FIELD TRIP/SKATI
					1,967.50	1,967.50	

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DETAILS FOR ACCOUNT: 61.0879.51000.681.0100.1164.000.502. COCURRICULAR SUPPLIES							
24007428	001	001232	SAM'S EAST INC	04/02/24	700.00	700.00	FCCLA SUPPLIES 2024 PCARD-MOLES
24007429	001	001225	WALMART STORES INC	04/02/24	300.00	300.00	FCCLA SUPPLIES 2024 PCARD-MOLES
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0879.52199.682.0900.0000.000.500. REFRESHMENTS/AWARDS/GIFTS							
24007904	001	012200	JP MORGAN CHASE BANK NA	04/11/24	200.00	200.00	IRVING FCCLA- SNACKS /FOOD
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0879.52199.682.0900.1164.000.504. REFRESHMENTS/AWARDS/GIFTS							
24007779	001	012200	JP MORGAN CHASE BANK NA	04/10/24	200.00	200.00	STUDENT LUNCH AT FCCLA CONVENTION
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0879.52213.860.0100.1164.000.501. STAFF REGISTRATION & TUITION							
24006986	001	001227	FCCLA CENTRAL REGION DISTRICT	03/12/24	255.00	255.00	6 STUDENTS @ $30 EACH PLUS CREDIT
					255.00	255.00	
DETAILS FOR ACCOUNT: 61.0879.53200.670.0900.0000.000.502. ENTERPRISE-MDSE-PURCH FOR RESA							
24007427	001	005043	CENTURY RESOURCES INC	04/02/24	1,875.05	1,875.05	FCCLA FUNDRAISER SALES 2024
					1,875.05	1,875.05	
DETAILS FOR ACCOUNT: 61.0880.52199.449.0900.0000.000.705. OTHER RENTALS OR LEASE SERVICE							
24007544	001	000625	CITY OF NORMAN	04/03/24	80.00	80.00	PERMIT FEE TO RENT REAVES PARK FO
					80.00	80.00	
DETAILS FOR ACCOUNT: 61.0881.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24007410	001	001232	SAM'S EAST INC	04/01/24	500.00	500.00	DRINKS & SNACKS FOR HOMELESS EFFO
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0881.52199.810.0900.0000.000.710. STUDENT SUPPORT-DUES AND FEES							
24007267	001	000645	NATIONAL ASSOCIATION OF SECON	03/29/24	385.00	385.00	NHS MEMBERSHIP JULY 1, 2024 - JUN
					385.00	385.00	
DETAILS FOR ACCOUNT: 61.0882.51000.611.0100.0000.000.710. PAPER SUPPLIES							
24007292	001	500001	AMAZON MARKETPLACE	04/01/24	60.00	60.00	RAINBOW WHITE BUTCHER PAPER PCAR
					60.00	60.00	
DETAILS FOR ACCOUNT: 61.0882.52199.583.0900.0000.000.710. OUT OF STATE TRAVEL							
24007015	001	002093	WILSON, JAMIE	03/12/24	490.00	490.00	PER DIEM DECA ICDC ANAHEIM, CA 4
					490.00	490.00	
DETAILS FOR ACCOUNT: 61.0882.52199.618.0900.0000.000.710. STUD SUPP-CLEAN & MAINT SUPP							
24006940	001	001232	SAM'S EAST INC	03/08/24	300.00	279.02	BLANKET PO FOR ITEMS NEEDED IN DE
					300.00	279.02	
DETAILS FOR ACCOUNT: 61.0882.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24007981	001	000731	OKLAHOMA DECA	04/15/24	500.00	500.00	PINS TO TRADE WHILE AT ICDC
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0882.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
24007408	001	013393	TRANSFER EXPRESS INC	04/01/24	500.00	500.00	BLANKET PO FOR ORDERING DESIGNS T

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24007537	001	500001	AMAZON MARKETPLACE	04/03/24	200.00	200.00	(3) PORTFOLIO HOLDERS PCARD
24007844	001	500001	AMAZON MARKETPLACE	04/10/24	200.00	200.00	(3) PORTFOLIO HOLDERS PCARD
					900.00	900.00	
DETAILS FOR ACCOUNT: 61.0882.52720.513.0900.0000.000.710. VEH OP-STUD TRANS OUTSIDE AGEN							
24007017	001	012200	JP MORGAN CHASE BANK NA	03/12/24	2,500.00	2,500.00	TO COVER COSTS FOR TRANSPORTATION
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 61.0882.52720.515.0900.0000.000.705. VEH OP-STUD OUT OF DIST LODGE							
24007294	001	000731	OKLAHOMA DECA	04/01/24	5,234.70	5,234.70	HOTEL FOR DECA CONFERENCE IN APRI
					5,234.70	5,234.70	
DETAILS FOR ACCOUNT: 61.0882.52720.516.0900.0000.000.710. VEH OP-STUD OUT OF DIST MEALS							
24007031	001	012200	JP MORGAN CHASE BANK NA	03/13/24	1,500.00	1,500.00	TO COVER COSTS OF ONE DINNER FOR
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.0882.53200.660.0900.0000.000.710. ENTERPRISE-MDSE-PURCH RESALE							
24007409	001	012744	JONES TSHIRTS INC	04/01/24	1,000.00	1,000.00	BLANKET PO FOR SHIRTS TO SELL AT
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0882.53200.670.0900.0000.000.705. ENTERPRISE-MDSE-PURCH FOR RESA							
24008026	001	001232	SAM'S EAST INC	04/15/24	1,000.00	1,000.00	CANDY AND SNACKS FOR RESALE IN TH
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0882.53200.670.0900.0000.000.710. ENTERPRISE-MDSE-PURCH FOR RESA							
24007398	001	001232	SAM'S EAST INC	04/01/24	2,500.00	2,027.48	BLANKET PO FOR ITEMS SOLD IN DECA
24007399	001	000751	BEN E KEITH FOODS INC	04/01/24	2,500.00	2,500.00	BLANKET PO FOR ITEMS FOR THE N PL
24007401	001	000466	STEPHENSON WHOLESALE CO INC	04/01/24	1,000.00	1,000.00	BLANKET PO FOR ITEMS SOLD IN NORT
					6,000.00	5,527.48	
DETAILS FOR ACCOUNT: 61.0884.52199.810.0900.0000.000.705. STUDENT SUPPORT-DUES AND FEES							
24008012	001	005663	POWELL, DAVID	04/15/24	655.00	655.00	COST OF TRIP FOR TEACHER WAS DISC
					655.00	655.00	
DETAILS FOR ACCOUNT: 61.0886.51000.810.0100.3300.000.710. DUES AND FEES							
24007511	001	001627	BEDIGREW, SCOTT	04/02/24	456.00	456.00	WRESTLING WEIGHT CERTIFICATES
					456.00	456.00	
DETAILS FOR ACCOUNT: 61.0894.52199.810.0900.0000.000.710. STUDENT SUPPORT-DUES AND FEES							
24007542	001	006330	OKLAHOMA JUNIOR CLASSICAL LEA	04/03/24	175.00	175.00	REGISTRATION FOR OKLAHOMA JUNIOR
					175.00	175.00	
DETAILS FOR ACCOUNT: 61.0896.51000.322.0100.1050.000.130. INSTRUCTIONAL SERVICES							
24007640	001	014565	MISS OKLAHOMA ORGANIZATION IN	04/04/24	15.00	15.00	MISS OKLAHOMA VISIT ON MAY 3RD -
24007642	001	014566	DAY, SUNNY	04/04/24	100.00	100.00	MISS OKLAHOMA VISIT - SUNNY DAY -
24007642	002	014566	DAY, SUNNY	04/04/24	20.00	20.00	MISS OKLAHOMA VISIT - MILEAGE & T
					135.00	135.00	
DETAILS FOR ACCOUNT: 61.0896.51000.641.0900.0000.000.140. BOOKS							
24008059	001	000546	BASICS PLUS INC	04/15/24	500.00	500.00	BOOKS FROM AUTHOR VISIT
					500.00	500.00	

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DETAILS FOR ACCOUNT: 61.0896.52220.322.0100.1050.000.107. INSTRUCTIONAL SERVICES							
24007559	001	014411	PBC GURU LLC	04/04/24	640.00	640.00	MONTHLY VIRTUAL AUTHOR VISITS FOR
					640.00	640.00	
DETAILS FOR ACCOUNT: 61.0896.52220.619.0900.0000.000.705. GENERAL OFFICE SUPPLIES							
24007715	001	000271	DEMCO INC	04/08/24	50.00	50.00	COLOR TINTED LABEL PROTECTORS
					50.00	50.00	
DETAILS FOR ACCOUNT: 61.0896.52220.641.0900.0000.000.115. LIBR MEDIA-BOOKS							
24006859	001	013203	FOLLETT CONTENT SOLUTIONS LLC	03/06/24	600.00	92.64	JACKSON - LIBRARY BOOKS -CLASS AC
					600.00	92.64	
DETAILS FOR ACCOUNT: 61.0896.52220.641.0900.0000.000.145. LIBR MEDIA-BOOKS							
24006902	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	115.00	115.00	BOOKS FOR WILSON LIBRARY - SEQUOY
24007623	001	013203	FOLLETT CONTENT SOLUTIONS LLC	04/04/24	154.00	154.00	BOOKS FOR WILSON LIBRARY
					269.00	269.00	
DETAILS FOR ACCOUNT: 61.0896.52220.641.0900.0000.000.151. BOOKS							
24007269	001	000259	HERTZBERG-NEW METHOD INC -	04/01/24	136.08	136.08	BOOKS FOR REAGAN LIBRARY - SEQUOY
					136.08	136.08	
DETAILS FOR ACCOUNT: 61.0896.52220.641.0900.0000.000.160. LIBR MEDIA-BOOKS							
24006886	001	000259	HERTZBERG-NEW METHOD INC -	03/07/24	232.94	232.94	BOOKS FOR WASHINGTON LIBRARY
					232.94	232.94	
DETAILS FOR ACCOUNT: 61.0896.52220.642.0900.0000.000.160. PERIODICALS							
24007276	001	005190	COX SUBSCRIPTIONS INC	04/01/24	198.29	198.29	WASHINGTON LIBRARY PERIODICALS
					198.29	198.29	
DETAILS FOR ACCOUNT: 61.0896.52220.651.0900.0000.000.160. APPLIANCES/FURN/FIXTURES							
24007442	001	500000	AMAZON.COM	04/02/24	250.00	250.00	7 CURTAINS AND 100 PACK OF MAGNET
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0896.53200.670.0900.0000.000.112. ENTERPRISE-MDSE-PURCH FOR RESA							
24007916	001	001239	SCHOLASTIC BOOK FAIRS	04/12/24	5,000.00	5,000.00	SPRING 2024 BOOK FAIR SALES
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT: 61.0899.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24007673	001	008318	THE E GROUP, INC	04/05/24	477.00	477.00	(19) FCCLA STOHLS PCARD
					477.00	477.00	
DETAILS FOR ACCOUNT: 61.0902.53200.660.0900.0000.000.705. MDSE-PURCH FOR RESALE NON FND							
24007352	001	000591	B&C APPAREL LLC	04/01/24	500.00	500.00	MODERN DANCE ALL CITY T-SHIRTS @1
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0906.51000.531.0100.3023.000.705. POSTAGE SERVICES							
24006979	001	001340	FEDEX KINKO'S	03/12/24	135.39	135.39	POSTAGE TO RETURN MUSICAL SUPPLIE
					135.39	135.39	
DETAILS FOR ACCOUNT: 61.0906.52199.346.0900.0000.000.112. TECHNOLOGY RELATED TECHNICAL S							
24006959	001	000319	HORTON, PAT - HORTON PRODUCTI	03/11/24	450.00	450.00	1ST GRADE MUSIC PROGRAM DVD'S PRO

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24007838	001	000319	HORTON, PAT - HORTON PRODUCTI	04/10/24	450.00	450.00	PRODUCE/EDIT/DELIVER DVD'S FOR
					900.00	900.00	
DETAILS FOR ACCOUNT: 61.0906.52410.611.0900.0000.000.112. PAPER SUPPLIES							
24007388	001	500000	AMAZON.COM	04/01/24	255.00	255.00	BULLETIN BOARD PAPER ROYAL BLUE
					255.00	255.00	
DETAILS FOR ACCOUNT: 61.0906.52410.652.0900.0000.000.112. AUDIOVISUAL							
24007753	001	001786	FULL COMPASS SYSTEMS LTD	04/10/24	1,379.00	1,379.00	PART #SLXD24D/SM58 2 WIRELESS MIC
24007753	002	001786	FULL COMPASS SYSTEMS LTD	04/10/24	127.00	127.00	PART #SBC203-US DUAL DOCKING RECH
24007753	003	001786	FULL COMPASS SYSTEMS LTD	04/10/24	205.54	205.54	PART #SB900B LITHIUM-ION RECHARGE
					1,711.54	1,711.54	
DETAILS FOR ACCOUNT: 61.0911.52199.682.0900.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
24007990	001	008457	PINACLE PIZZA INC	04/15/24	200.00	200.00	FOOD FOR ORCHESTRA MAY CONCERT 5/
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0911.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24007450	001	001980	NEFF COMPANY, THE	04/02/24	600.00	600.00	ORCHESTRA LETTERS FOR SY 23-24
24007732	001	500000	AMAZON.COM	04/08/24	120.00	120.00	20 CORDS, BLACK & PINK FOR GRADUA
					720.00	720.00	
DETAILS FOR ACCOUNT: 61.0911.52199.683.0900.0000.000.501. STUD SUPP-EXTRA CURRICULAR SUP							
24008100	001	500000	AMAZON.COM	04/15/24	150.00	150.00	ORCHESTRA CLASSROOM SUPPLIES
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0915.51000.345.0800.0000.000.003. OTHER COMPETITIVE EVENTS OFFIC							
24007260	001	001899	ANDREWS, TRICIA	03/29/24	700.00	700.00	POM JUDGES FOR NHS/NNHS POM TRYOU
					700.00	700.00	
DETAILS FOR ACCOUNT: 61.0919.52199.682.0900.0000.000.135. REFRESHMENTS/AWARDS/GIFTS							
24007087	001	007126	COSTLEY RUSH ENTERPRISES #72	03/18/24	600.00	600.00	LUNCH FOR HEROES OF THE MONTH
24007458	001	001324	SCARBOROUGH INVESTMENT INC -	04/02/24	220.00	220.00	PIZZA FOR 5TH GRADE LOCK IN
24007459	001	001232	SAM'S EAST INC	04/02/24	200.00	200.00	FOOD AND SUPPLIES FOR 5TH GRADE L
					1,020.00	1,020.00	
DETAILS FOR ACCOUNT: 61.0919.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24007829	001	008678	HOBBY LOBBY	04/10/24	2,155.84	2,155.84	6 FRAMINGS FOR GRADUATION CLASSES
					2,155.84	2,155.84	
DETAILS FOR ACCOUNT: 61.0930.52410.682.0900.0000.000.153. REFRESHMENTS/AWARDS/GIFTS							
24007036	001	001232	SAM'S EAST INC	03/13/24	200.00	85.87	PROFESSIONAL DEVELOPMENT BREAKFAS
24007579	001	002530	SECOND CHANCE ANIMAL SANCTUAR	04/04/24	200.00	200.00	DONATION FROM ROO STUCO FOR KIDNE
					400.00	285.87	
DETAILS FOR ACCOUNT: 61.0934.52199.337.0900.0000.000.705. OTH PROFESSIONAL SERVICES							
24007424	001	002658	NEXUS PRODUCTIONS INC	04/02/24	2,640.00	2,640.00	DJ SERVICES FOR NORMAN HIGH PROM
					2,640.00	2,640.00	
DETAILS FOR ACCOUNT: 61.0934.52199.337.0900.0000.000.710. OTH PROFESSIONAL SERVICES							
24007705	001	006208	GRIER, DERRICK JEROME	04/08/24	620.00	620.00	DJ SERVICES FOR PROM
					620.00	620.00	

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DETAILS FOR ACCOUNT: 61.0934.52199.449.0900.0000.000.705. STUD SUPP-OTH RENT OR LEASE SE							
24007338	001	730021	UNIVERSITY OF OKLAHOMA	04/01/24	7,613.65	7,613.65	FACILITY RENTAL FOR PROM ON 5/4/2
					7,613.65	7,613.65	
DETAILS FOR ACCOUNT: 61.0934.52199.449.0900.0000.000.710. STUD SUPP-OTH RENT OR LEASE SE							
24007674	001	014028	MARVELOUS MARQUEE AND BALLOON	04/05/24	300.00	300.00	5X3 MARQUEE LETTERS SPELLS PROM
24007845	001	006238	MARIANNES RENTALS FOR SPECIAL	04/10/24	632.00	632.00	16x16 CHECKED DANCE FLOOR GLASS
24007918	001	003275	CANDID COLOR SYSTEMS INC	04/12/24	6,120.00	6,120.00	PHOTOBOOTH - 4/2024
24007921	001	730058	UNIVERSITY OF OKLAHOMA	04/15/24	6,884.66	6,884.66	EVENT LOCATION STUART LANDING OMU
24007970	001	014578	LOLLYPOP AND CO LLC	04/15/24	640.00	640.00	PHOTO OP 12' GARLAND WITH BACKDRO
					14,576.66	14,576.66	
DETAILS FOR ACCOUNT: 61.0934.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24007974	001	002803	WRIGHTS FOODLANE INC	04/15/24	1,000.00	1,000.00	(8) DISCO BALL FLOWER ARRANGEMENT
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0934.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
24007979	001	500001	AMAZON MARKETPLACE	04/15/24	550.00	550.00	(8) SILVER SEQUIN TABLECLOTHS 12
					550.00	550.00	
DETAILS FOR ACCOUNT: 61.0934.53200.670.0900.0000.000.710. ENTERPRISE-MDSE-PURCH FOR RESA							
24007721	001	000591	B&C APPAREL LLC	04/08/24	1,200.00	1,200.00	PROM T SHIRTS FOR SALE
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 61.0942.51000.681.0100.0000.000.504. COCURRICULAR SUPPLIES							
24007781	001	008678	HOBBY LOBBY	04/10/24	800.00	800.00	CRAFT SUPPLIES FOR THE LIBRARY P
					800.00	800.00	
DETAILS FOR ACCOUNT: 61.0942.52199.642.0900.0000.000.504. STUDENT SUPPORT-PERIODICALS							
24007552	001	005190	COX SUBSCRIPTIONS INC	04/04/24	141.57	141.57	WHITTIER LIBRARY PERIODICAL SUBSC
					141.57	141.57	
DETAILS FOR ACCOUNT: 61.0942.52220.651.0900.0000.000.502. APPLIANCES/FURN/FIXTURES							
24007120	001	500000	AMAZON.COM	03/18/24	75.00	75.00	LIBRARY SHELVES PCARD-MOLES
24008004	001	500000	AMAZON.COM	04/15/24	89.54	89.54	LIBRARY SHELVES 2 PCARD-MOLES
					164.54	164.54	
DETAILS FOR ACCOUNT: 61.0952.52199.682.0900.2132.000.501. REFRESHMENTS/AWARDS/GIFTS							
24007697	001	005437	TCE IV LLC - TED'S CAFE ESCON	04/08/24	150.00	150.00	CHIPS AND QUESO FOR SPANISH CLUB
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0952.52199.683.0900.0000.000.501. EXTRA CURRICULAR SUPPLIES							
24008013	001	010511	INKLAHOMA SCREENPRINTING AND	04/15/24	900.00	900.00	SHIRT WITH NO NAME ON BACK LOGO O
					900.00	900.00	
DETAILS FOR ACCOUNT: 61.0953.52720.515.0900.0000.000.705. VEH OP-STUD OUT OF DIST LODGE							
24007332	001	012200	JP MORGAN CHASE BANK NA	04/01/24	4,000.00	4,000.00	ADVISOR SPEECH & DEBATE TOURNAMEN
					4,000.00	4,000.00	
DETAILS FOR ACCOUNT: 61.0954.51000.810.0239.0000.000.502. DUES AND FEES							
24007254	001	000132	SPECIAL OLYMPICS OKLAHOMA INC	03/29/24	55.00	55.00	REGISTRATION FOR SPECIAL OLYMPICS
					55.00	55.00	

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DETAILS FOR ACCOUNT: 61.0954.52199.683.0239.0000.000.502. EXTRA CURRICULAR SUPPLIES							
24007096	001	005340	RUSHORDERSTEES	03/18/24	419.22	419.22	SPECIAL OLYMPICS PCARD-MOLES 2024
24007828	001	005340	RUSHORDERSTEES	04/10/24	605.44	605.44	SPECIAL OLYMPICS T-SHIRTS 42 @ 14
24007944	001	001228	ERIC ARMIN INC - EAI EDUCATIO	04/15/24	43.90	43.90	2 METRIC TRUNDLE WHEEL
24007948	001	500000	AMAZON.COM	04/15/24	543.60	543.60	35 SHORTS @ 15.24 EACH PCARD-MOLE
					1,612.16	1,612.16	
DETAILS FOR ACCOUNT: 61.0954.52199.683.0900.0000.000.705. STUD SUPP-EXTRA CURRICULAR SUP							
24007939	001	010511	INKLAHOMA SCREENPRINTING AND	04/15/24	300.00	300.00	26 T-SHIRTS FOR SPECIAL OLYMPICS
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0954.52199.810.0900.0000.000.705. STUDENT SUPPORT-DUES AND FEES							
24007317	001	000132	SPECIAL OLYMPICS OKLAHOMA INC	04/01/24	65.00	65.00	SP-ED REGISTRATION FOR 13 ATHLETE
					65.00	65.00	
DETAILS FOR ACCOUNT: 61.0954.52199.810.0900.0000.000.710. STUDENT SUPPORT-DUES AND FEES							
24007543	001	007081	CURRY, MEGAN	04/03/24	100.00	100.00	REIMBURSEMENT FOR SPECIAL OLYMPIC
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0954.52720.515.0239.0000.000.502. STUDENT OUT OF DISTRICT LODGIN							
24007075	001	710004	OKLAHOMA STATE UNIVERSITY	03/18/24	616.00	616.00	BOARDING/HOUSING FOR SPECIAL OLYM
					616.00	616.00	
DETAILS FOR ACCOUNT: 61.0954.52720.516.0239.0000.000.502. STUDENT OUT OF DISTRICT MEALS							
24007034	001	003252	ESKIMOS JOE'S, INC	03/13/24	682.00	682.00	MEALS SPECIAL OLYMPICS TIP/GRATUI
24007037	001	005557	HIDEAWAY RESTAURANT INC	03/13/24	300.00	300.00	MEALS SPECIAL OLYMPICS TIP/GRATUI
24007038	001	012200	JP MORGAN CHASE BANK NA	03/13/24	300.00	300.00	MEALS SPECIAL OLYMPICS TIP/GRATUI
24007075	002	710004	OKLAHOMA STATE UNIVERSITY	03/18/24	601.30	601.30	MEALS
					1,883.30	1,883.30	
DETAILS FOR ACCOUNT: 61.0956.52199.449.0100.0000.000.004. OTHER RENTALS OR LEASE SERVICE							
24006981	001	730007	UNIVERSITY OF OKLAHOMA	03/12/24	45,521.08	45,521.08	ALL CITY PERFORMANCE VENUE FOR BA
					45,521.08	45,521.08	
DETAILS FOR ACCOUNT: 61.0957.52199.682.0900.0000.000.160. REFRESHMENTS/AWARDS/GIFTS							
24007564	001	014225	ROBINSON DONUTS	04/04/24	50.00	50.00	30 DONUTS FOR MS. GREENS CLASS FO
24007740	001	001225	WALMART STORES INC	04/08/24	100.00	100.00	FOOD SUPPLIES FOR ICE CREAM SUNDA
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0957.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24007839	001	001232	SAM'S EAST INC	04/10/24	100.00	100.00	STUCO DEVELOPMENT DAY ON MAY 1ST,
24007992	001	000201	LITTLE CAESARS PIZZA	04/15/24	190.00	190.00	25 PIZZAS @ $6.99 EACH FOR STUCO
					290.00	290.00	
DETAILS FOR ACCOUNT: 61.0957.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24007540	001	001232	SAM'S EAST INC	04/03/24	600.00	600.00	(43) 16 CT HOT DOG BUNS 3.58/15
24007541	001	007946	OLIVE GARDEN - NORMAN	04/03/24	2,300.00	2,300.00	FOOD FOR DEN BANQUET MAY 9, 2024
24007671	001	000082	NSS LLC	04/05/24	510.00	510.00	(17) 32OZ SIMPLE MODERN WATER BOT
24007677	001	014474	ANITA R PITCOCK	04/05/24	30.00	30.00	SASHES FOR FINE ARTS ROYALTY CHE
24007794	001	013065	EAGLE ONE PIZZA	04/10/24	189.00	189.00	50 PIZZAS AT $6.00/EACH FOR DENF
24007991	001	011181	HIDEAWAY - 2 INC - HIDEAWAY P	04/15/24	300.00	300.00	DEN SENIOR DINNER 6 LARGE PIZZAS,
					3,929.00	3,929.00	

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DETAILS FOR ACCOUNT: 61.0957.52199.683.0900.0000.000.160. STUD SUPP-EXTRA CURRICULAR SUP							
24007630	001	500000	AMAZON.COM	04/04/24	110.00	110.00	120 PAINTING ROCKS AND 2 SETS OF
					110.00	110.00	
DETAILS FOR ACCOUNT: 61.0957.52199.683.0900.0000.000.705. STUD SUPP-EXTRA CURRICULAR SUP							
24007473	001	500000	AMAZON.COM	04/02/24	150.00	150.00	SUPPLIES FOR 4A LEADERSHIP DEVELO
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0957.53200.660.0900.0000.000.710. ENTERPRISE-MDSE-PURCH RESALE							
24007396	001	012745	BLANK SHIRTS INC	04/01/24	400.00	400.00	(120) BLANK WHITE T SHIRTS FOR TI
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0960.52199.810.0900.0000.000.150. STUDENT SUPPORT-DUES AND FEES							
24007253	001	000132	SPECIAL OLYMPICS OKLAHOMA INC	03/29/24	20.00	20.00	REGISTRATION FOR 4 STUDENTS
					20.00	20.00	
DETAILS FOR ACCOUNT: 61.0961.52199.683.0900.0000.000.501. EXTRA CURRICULAR SUPPLIES							
24006836	001	001225	WALMART STORES INC	03/05/24	1,000.00	877.39	MUSICAL ART SET SUPPLIES
24006837	001	000371	LOWE'S HOME CENTERS INC	03/05/24	1,000.00	1,000.00	MUSICAL ART SET SUPPLIES
					2,000.00	1,877.39	
DETAILS FOR ACCOUNT: 61.0965.51000.449.0100.0000.000.501. OTHER RENTALS OR LEASE SERVICE							
24008072	001	003901	OCKER, KRISTEN - QUEEN OF HAR	04/15/24	700.00	700.00	DRAMA COSTUME RENTAL FROM QUEEN O
					700.00	700.00	
DETAILS FOR ACCOUNT: 61.0965.52199.683.0900.0000.000.501. STUD SUPP-EXTRA CURRICULAR SUP							
24008106	001	500000	AMAZON.COM	04/15/24	400.00	400.00	COSTUMES FOR DRAMA CLUB
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0968.51000.810.0100.0000.000.500. DUES AND FEES							
24007027	001	008909	OKLAHOMA TECHNOLOGY STUDENT A	03/12/24	1,800.00	280.00	IRVING TSA/REGISTRATION/STATE/APR
					1,800.00	280.00	
DETAILS FOR ACCOUNT: 61.0969.41970.000.0900.0000.000.710. STUDENT CLUBS & ORGANIZATION							
24007744	001	014525	BODENHAMER, TIFFANY	04/10/24	205.00	205.00	REFUND FOR CHOIR CHECK
					205.00	205.00	
DETAILS FOR ACCOUNT: 61.0969.51000.321.0100.3000.000.710. INSTRUCTIONAL PROG IMPROVE SER							
24007680	001	001077	BABCOCK, SUSAN D	04/05/24	225.00	225.00	MOSTLY MOZART AUDITION AND REHEAR
					225.00	225.00	
DETAILS FOR ACCOUNT: 61.0969.51000.322.0100.3000.000.705. INSTRUCTIONAL SERVICES							
24007658	001	000956	BILLINGSLEY, BARBARA	04/04/24	1,000.00	1,000.00	ACCOMPANIST FOR MUSICAL REHEARSAL
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0969.51000.657.0100.3000.000.705. INSTRUCTION-UNIFORMS							
24007356	001	000116	STAGE ACCENTS	04/01/24	1,000.00	1,000.00	8 VESTS @ $36 EACH 10 BOW TIES #
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0969.51000.681.0100.1187.000.504. INSTR-COCURRICULAR SUPPLIES							
24007239	001	000125	JW PEPPER & SON INC	03/27/24	250.24	250.24	SHEET MUSIC FOR SPRING CONCERT
					250.24	250.24	

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DETAILS FOR ACCOUNT: 61.0969.52199.619.0900.0000.000.710. STUDENT SUPP-GEN OFFICE SUPPLI							
24007627	001	012200	JP MORGAN CHASE BANK NA	04/04/24	400.00	400.00	BLANKET PO FOR EMERGENCY INCIDENT
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0969.52199.683.0900.0000.000.501. STUD SUPP-EXTRA CURRICULAR SUP							
24008070	001	000527	MASSIVE GRAPHICS INC	04/15/24	1,100.00	1,100.00	MUSICAL SHIRTS FOR STUDENTS. $13
24008098	001	500000	AMAZON.COM	04/15/24	2,000.00	2,000.00	CLASSROOM SUPPLIES MUSICAL
					3,100.00	3,100.00	
DETAILS FOR ACCOUNT: 61.0969.52199.810.0900.0000.000.710. STUDENT SUPPORT-DUES AND FEES							
24007669	001	012200	JP MORGAN CHASE BANK NA	04/05/24	100.00	100.00	MISC. PARKING FEES WHILE IN DALLA
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0969.52720.513.0900.0000.000.710. VEH OP-STUD TRANS OUTSIDE AGEN							
24007625	001	003135	VILLAGE TRAVEL LLC	04/04/24	5,195.00	5,195.00	CHARTER BUS FOR CHOIR SPRING TRIP
					5,195.00	5,195.00	
DETAILS FOR ACCOUNT: 61.0969.52720.515.0900.0000.000.705. VEH OP-STUD OUT OF DIST LODGE							
24007065	001	014356	WH BLOCKER INC	03/15/24	3,600.00	232.00	TRANSPORTATION DEPOSIT FOR TRIP T
					3,600.00	232.00	
DETAILS FOR ACCOUNT: 61.0969.52720.516.0900.0000.000.710. VEH OP-STUD OUT OF DIST MEALS							
24007703	001	012200	JP MORGAN CHASE BANK NA	04/08/24	1,120.00	1,120.00	LUNCH 04/12 PANERA CATERING (DALL
					1,120.00	1,120.00	
DETAILS FOR ACCOUNT: 61.0969.52720.625.0900.0000.000.710. GASOLINE							
24007749	001	012200	JP MORGAN CHASE BANK NA	04/10/24	300.00	300.00	GAS FOR SUBURBAN SPRING TRIP TO D
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0974.52199.682.0900.0000.000.504. REFRESHMENTS/AWARDS/GIFTS							
24007342	001	013065	EAGLE ONE PIZZA	04/01/24	150.00	150.00	PIZZA FOR YEARBBOK STUDENTS
24007345	001	001232	SAM'S EAST INC	04/01/24	100.00	100.00	COOKIES FOR YEARBOOK STUDENTS
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0974.52410.682.0900.0000.000.501. REFRESHMENTS/AWARDS/GIFTS							
24008053	001	001232	SAM'S EAST INC	04/15/24	3,000.00	3,000.00	STAFF SNACKS AND SUPPLIES
24008055	001	001241	HOMELAND UNITED SUPERMARKETS	04/15/24	1,000.00	1,000.00	SNACKS AND AWARDS
					4,000.00	4,000.00	
DETAILS FOR ACCOUNT: 61.0976.52199.810.0900.0000.000.710. STUDENT SUPPORT-DUES AND FEES							
24006982	001	008295	YOUNG MEN'S CHRISTIAN ASSOCIA	03/12/24	275.00	275.00	STATE CONFERENCE FEE FOR RHEA TUL
					275.00	275.00	
DETAILS FOR ACCOUNT: 61.0985.52199.619.0900.0000.000.135. GENERAL OFFICE SUPPLIES							
24007519	001	500000	AMAZON.COM	04/02/24	75.00	75.00	CLASSROOM SUPPLIES FOR TEACHING B
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.0985.52199.673.0900.0000.000.135. PORTABLE DEVICES							
24007581	001	000824	APPLE INC	04/04/24	500.00	500.00	1MK2L3LL/A 10.2-inch iPad Wi-Fi
					500.00	500.00	

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DETAILS FOR ACCOUNT: 61.0985.52199.682.0900.0000.000.155. REFRESHMENTS/AWARDS/GIFTS							
24007236	001	002486	CROWN AWARDS	03/27/24	550.00	550.00	PERSONALIZED AWARD MEDALS FOR END
					550.00	550.00	
DETAILS FOR ACCOUNT: 61.0985.52199.683.0900.0000.000.135. EXTRA CURRICULAR SUPPLIES							
24007520	001	500000	AMAZON.COM	04/02/24	185.00	185.00	1 CODING ROBOT BALL @$179
					185.00	185.00	
DETAILS FOR ACCOUNT: 61.0994.51000.619.0100.0000.000.504. INSTR-GENERAL OFFICE SUPPLIES							
24007887	001	500000	AMAZON.COM	04/10/24	500.00	500.00	SUPPLIES FOR WOW
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0994.51000.681.0100.1058.000.504. COCURRICULAR SUPPLIES							
24007054	001	050009	WALMART	03/13/24	500.00	500.00	SUPPLIES FOR WOW
24007055	001	001232	SAM'S EAST INC	03/13/24	1,000.00	1,000.00	SUPPLIES FOR WOW
24007405	001	500000	AMAZON.COM	04/01/24	250.00	250.00	FISHING SUPPLIES FOR WOW
24007780	001	003005	DHARMA TRADING CO	04/10/24	300.00	300.00	TYE DYE SUPPLIES FOR WOW
					2,050.00	2,050.00	
DETAILS FOR ACCOUNT: 61.0994.52199.682.0900.0000.000.504. REFRESHMENTS/AWARDS/GIFTS							
24007053	001	500000	AMAZON.COM	03/13/24	500.00	214.55	AWARDS AND FOOD FOR WOW
24007726	001	001232	SAM'S EAST INC	04/08/24	2,000.00	2,000.00	FOOD FOR WOW DAYS AT THE LAKE
					2,500.00	2,214.55	
DETAILS FOR ACCOUNT: 61.0994.52199.683.0900.0000.000.504. STUD SUPP-EXTRA CURRICULAR SUP							
24007888	001	008424	HARD EDGE DESIGN	04/10/24	2,400.00	2,400.00	438 - S-XL 27 - 2XL 11 - 3XL 3 -
					2,400.00	2,400.00	
DETAILS FOR ACCOUNT: 61.0997.52199.619.0900.0000.000.135. GENERAL OFFICE SUPPLIES							
24007509	001	500000	AMAZON.COM	04/02/24	285.00	285.00	CLASSROOM SUPPLIES FOR TEACHING A
					285.00	285.00	
DETAILS FOR ACCOUNT: 61.0997.52720.515.0900.0000.000.710. STUDENT OUT OF DISTRICT LODGIN							
24007070	001	004590	ACC HOSPITALITY LESSEE LLC	03/18/24	1,841.56	1,841.56	HOTEL RESERVATION FOR 3 ROOMS MAY
					1,841.56	1,841.56	
DETAILS FOR ACCOUNT: 61.1806.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24007258	001	001232	SAM'S EAST INC	03/29/24	20.00	20.00	FOOD FOR TRANSISITON KIDDOS PCAR
					20.00	20.00	
DETAILS FOR ACCOUNT: 61.1807.52199.682.0900.0000.000.504. REFRESHMENTS/AWARDS/GIFTS							
24007683	001	002881	BOTHWELL-SAXTON RESTAURANTS L	04/05/24	500.00	500.00	LUNCH FOR STUDENTS TSA STATE CONF
24007998	001	008457	PINACLE PIZZA INC	04/15/24	200.00	200.00	PIZZA FOR TSA STUDENTS
					700.00	700.00	
DETAILS FOR ACCOUNT: 61.1807.52199.810.0900.0000.000.504. DUES AND FEES							
24007624	001	001545	TECHNOLOGY STUDENT ASSOCIATIO	04/04/24	650.00	650.00	STUDENT REGISTRATION FOR NATIONAL
					650.00	650.00	
DETAILS FOR ACCOUNT: 61.1807.53200.670.0900.0000.000.504. MDSE-PURCH FOR RESALE FOR FND							
24008000	001	007904	OZARK DELIGHT CANDY COMPANY I	04/15/24	486.50	486.50	SUCKERS THAT WERE ORDERED LAST YE
					486.50	486.50	

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DETAILS FOR ACCOUNT: 61.1812.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24007837	001	001232	SAM'S EAST INC	04/10/24	300.00	300.00	SPED SPRING FLING APRIL 13TH, 202
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.1820.52199.683.0900.0000.000.710. EXTRA CURRICULAR SUPPLIES							
24007259	001	001232	SAM'S EAST INC	03/29/24	20.00	20.00	SUPPLIES FOR TRANSITION STORE NO
					20.00	20.00	
DETAILS FOR ACCOUNT: 61.1879.52199.682.0900.0000.000.501. REFRESHMENTS/AWARDS/GIFTS							
24007706	001	004203	CHILIS GRILL AND BAR	04/08/24	400.00	400.00	MEAL, DRINK, AND DESERT FOR 10 KI
24007707	001	001225	WALMART STORES INC	04/08/24	250.00	250.00	DRINKS AND SNACKS TSA STATE COMPE
					650.00	650.00	
DETAILS FOR ACCOUNT: 61.1879.52199.682.0900.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
24007840	001	008457	PINACLE PIZZA INC	04/10/24	120.00	120.00	FOOD FOR TSA STUDENTS 4/16/24 PCA
24007842	001	002881	BOTHWELL-SAXTON RESTAURANTS L	04/10/24	75.00	75.00	FOOD FOR TSA STUDENTS 4/17/24 PCA
24007843	001	002881	BOTHWELL-SAXTON RESTAURANTS L	04/10/24	250.00	250.00	FOOD FOR TSA STUDENTS 4/18/24 PCA
					445.00	445.00	
DETAILS FOR ACCOUNT: 61.1879.52199.810.0900.0000.000.501. DUES AND FEES							
24007249	001	008909	OKLAHOMA TECHNOLOGY STUDENT A	03/27/24	660.00	660.00	REGISTRATION FOR REGIONAL TSA CON
					660.00	660.00	
DETAILS FOR ACCOUNT: 61.1879.52213.810.0900.0000.000.501. DUES AND FEES							
24006835	001	000853	OK DEPT OF CAREER AND TECHNOL	03/05/24	55.00	55.00	FUSION 360 TRAINING MAY 29TH AND
					55.00	55.00	
DETAILS FOR ACCOUNT: 61.1887.51000.449.0100.1195.000.004. OTHER RENTALS OR LEASE SERVICE							
24008011	001	004890	PENSKE TRUCK LEASING CO LP	04/15/24	2,000.00	2,000.00	2 PENSKE TRUCK RENTALS FOR ALL CI
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 61.1892.52199.653.0900.0000.000.501. TECH RELATED SUPPLIES							
24007191	001	007747	SCHOOL SAFE ID LLC	03/26/24	200.00	200.00	ID PRINTER SUPPLIES PAPER ID ROLL
24007747	001	007747	SCHOOL SAFE ID LLC	04/10/24	200.00	200.00	ID PRINTER SUPPLIES PAPER ID ROLL
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.1892.52199.682.0900.0000.000.107. REFRESHMENTS/AWARDS/GIFTS							
24007760	001	001865	AMERICAN CITIZENSHIP AWARDS P	04/10/24	100.00	100.00	5TH GRADE EXCELLENCE PINS
24007762	001	000375	JONES SCHOOL SUPPLY CO INC	04/10/24	100.00	100.00	5TH GRADE CAP PINS
24007763	001	008500	LLZ LLC - EILEEN'S COLOSSAL C	04/10/24	100.00	100.00	5TH GRADE COOKIES FOR CELEBRATION
24007765	001	001232	SAM'S EAST INC	04/10/24	200.00	200.00	5TH GRADE CELEBRATION NIGHT REFRE
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.1892.52199.682.0900.0000.000.122. REFRESHMENTS/AWARDS/GIFTS							
24007787	001	001232	SAM'S EAST INC	04/10/24	1,000.00	1,000.00	SAMS CLUB BLANKET FOR AWARDS, GIF
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.1892.52199.682.0900.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
24007687	001	001232	SAM'S EAST INC	04/05/24	800.00	800.00	STUDENTS SNACKS
					800.00	800.00	

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DETAILS FOR ACCOUNT: 61.1892.52199.683.0900.0000.000.107. EXTRA CURRICULAR SUPPLIES							
24007941	001	500000	AMAZON.COM	04/15/24	250.00	250.00	5TH GRADE CELEBRATION SUPPLIES: S
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.1892.52199.683.0900.0000.000.110. EXTRA CURRICULAR SUPPLIES							
24007656	001	000527	MASSIVE GRAPHICS INC	04/04/24	560.00	560.00	SHIRTS FOR STUDENTS/TEACHERS FOR
					560.00	560.00	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.107. REFRESHMENTS/AWARDS/GIFTS							
24007171	001	001232	SAM'S EAST INC	03/25/24	250.00	126.20	REFRESHMENTS/SUPPLIES FOR EVENTS
24007758	001	007511	WALGREEN CO	04/10/24	100.00	100.00	5TH GRADE DEVELOP PICTURES
					350.00	226.20	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.153. REFRESHMENTS/AWARDS/GIFTS							
24007633	001	010970	MPOK 5039 LLC - MARCO'S PIZZA	04/04/24	25.00	25.00	MARCH RISE WINNERS LUNCH WITH THE
					25.00	25.00	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24007708	001	000283	HEYDAY ENTERTAINMENT LLC	04/08/24	1,000.00	1,000.00	DEPARTMENT CHAIR RETREAT APRIL 10
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.1892.52573.583.0900.0000.000.705. OUT OF STATE TRAVEL							
24007433	001	012200	JP MORGAN CHASE BANK NA	04/02/24	1,817.58	1,817.58	2 NIGHT HOTEL STAY AT HILTON IN A
					1,817.58	1,817.58	
DETAILS FOR ACCOUNT: 61.1903.52199.619.0900.0000.000.705. GENERAL OFFICE SUPPLIES							
24007289	001	012200	JP MORGAN CHASE BANK NA	04/01/24	200.00	200.00	CULTURE DAY APRIL 3RD. NEEDING TO
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.1903.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24006838	001	012200	JP MORGAN CHASE BANK NA	03/05/24	300.00	239.49	FIELD TRIP TO TEXAS & VISITING NU
24007481	001	001232	SAM'S EAST INC	04/02/24	100.00	100.00	ASIAN AMERICAN PACIFIC ISLANDER A
24007989	001	000844	OZARK PIZZA COMPANY - PAPA JO	04/15/24	100.00	100.00	LUNCH MEETING PIZZAS FOR CLUB MEM
					500.00	439.49	
DETAILS FOR ACCOUNT: 61.1904.51000.653.0100.3330.000.005. TECH RELATED SUPPLIES							
24007426	001	500000	AMAZON.COM	04/02/24	17.99	17.99	CHARGER FOR TD MAC BOOK
					17.99	17.99	
DETAILS FOR ACCOUNT: 61.1904.52199.618.0800.0000.000.005. CLEANING & MAINTENANCE SUPPLIE							
24007196	001	001269	BSN SPORTS	03/26/24	264.00	264.00	SAND BAGS FOR NHS SOCCER FIELD
24007196	002	001269	BSN SPORTS	03/26/24	12.00	12.00	FREIGHT
					276.00	276.00	
DETAILS FOR ACCOUNT: 61.1904.52199.651.0800.0000.000.005. APPLIANCES/FURN/FIXTURES							
24007881	001	005060	AMOORPOUR, MOHAMMAD A	04/10/24	2,000.00	2,000.00	2 DOOR GLASS FRIDGE FOR CONCESSIO
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 61.1904.52199.850.0710.3300.000.005. GAME CONTRACTS & GUARANTEES							
24008122	001	001669	NORMAN ATHLETIC ASSOCIATION	04/15/24	602.33	602.33	CONCESSIONS PAYOUT TO NAA FOR NHS
24008122	002	001669	NORMAN ATHLETIC ASSOCIATION	04/15/24	512.95	512.95	CONCESSIONS PAYOUT TO NHS WRESTLI

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24008122	003	001669	NORMAN ATHLETIC ASSOCIATION	04/15/24	155.70	155.70	CONCESSIONS PAYOUT TO NAA FOR NNH
24008122	004	001669	NORMAN ATHLETIC ASSOCIATION	04/15/24	595.20	595.20	CONCESSIONS PAYOUT TO NAA FOR ALC
24008122	005	001669	NORMAN ATHLETIC ASSOCIATION	04/15/24	51.00	51.00	CONCESSIONS PAYOUT TO NAA FOR WHI
					1,917.18	1,917.18	
DETAILS FOR ACCOUNT: 61.1904.53200.670.0800.0000.000.005. CONCESSIONS							
24007063	001	001232	SAM'S EAST INC	03/15/24	7,000.00	167.19	BLANKET FOR CONCESSIONS
24007310	001	001232	SAM'S EAST INC	04/01/24	7,000.00	1,069.89	BLANKET FOR CONCESSIONS
24007983	001	001232	SAM'S EAST INC	04/15/24	7,000.00	7,000.00	BLANKET FOR CONCESSIONS
					21,000.00	8,237.08	
DETAILS FOR ACCOUNT: 61.1905.53200.670.0710.0000.000.005. ENTERPRISE OPERATIONS							
24007107	001	001232	SAM'S EAST INC	03/18/24	9,000.00	3,553.02	SUPPLIES FOR NORMAN NORTH STUDENT
24007309	001	001232	SAM'S EAST INC	04/01/24	9,000.00	6,814.26	SUPPLIES FOR NORMAN NORTH STUDENT
					18,000.00	10,367.28	
DETAILS FOR ACCOUNT: 61.1906.52213.337.0900.0000.000.050. OTH PROFESSIONAL SERVICES							
24007421	001	010463	FACTOR 110 LLC	04/02/24	19,292.50	19,292.50	PROFESSIONAL SERVICES FOR CELEBRA
					19,292.50	19,292.50	
DETAILS FOR ACCOUNT: 61.1906.52213.682.0271.0000.000.001. REFRESHMENTS/AWARDS/GIFTS							
24007743	001	012200	JP MORGAN CHASE BANK NA	04/09/24	500.00	500.00	PLANTS, SUPPLIES FOR SPONSOR ACKN
24007901	001	012200	JP MORGAN CHASE BANK NA	04/11/24	500.00	500.00	PLANTS, SUPPLIES FOR SPONSOR ACKN
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.1906.52340.682.0900.0000.000.001. REFRESHMENTS/AWARDS/GIFTS							
24007014	001	000082	NSS LLC	03/12/24	350.00	8.00	SUPPORT EMPLOYE OF THE YEAR PLAQU
24007681	001	000082	NSS LLC	04/05/24	67.50	67.50	RETIREMENT PLAQUE
24007734	001	000082	NSS LLC	04/08/24	450.00	450.00	YETI ENGRAVED 10 @$45.00
24007982	001	000082	NSS LLC	04/15/24	135.00	135.00	RETIREMENT PLAQUES
24008123	001	000082	NSS LLC	04/15/24	67.50	67.50	RETIREMENT PLAQUE
					1,070.00	728.00	
DETAILS FOR ACCOUNT: 61.1908.51000.681.0100.1050.000.115. COCURRICULAR SUPPLIES							
24007272	001	000015	STAPLES CONTRACT & COMMERCIAL	04/01/24	70.00	70.00	JACKSON - PRE-K PAINT - PAPER - S
					70.00	70.00	
DETAILS FOR ACCOUNT: 61.1908.51000.681.0100.1050.000.145. COCURRICULAR SUPPLIES							
24007331	001	500001	AMAZON MARKETPLACE	04/01/24	120.00	120.00	3) SETS OF SOLAR ECLIPSE GLASSES
					120.00	120.00	
DETAILS FOR ACCOUNT: 61.1908.52199.682.0900.0000.000.140. REFRESHMENTS/AWARDS/GIFTS							
24007935	001	000844	OZARK PIZZA COMPANY - PAPA JO	04/15/24	191.00	191.00	PIZZA FOR LATE NIGHT AT IKE - 9 P
					191.00	191.00	
DETAILS FOR ACCOUNT: 61.1920.51000.681.0100.1050.000.112. COCURRICULAR SUPPLIES							
24007470	001	000371	LOWE'S HOME CENTERS INC	04/02/24	685.00	685.00	SUPPLIES/MATERIALS FOR LIVING CLA
					685.00	685.00	
DETAILS FOR ACCOUNT: 61.1925.51000.619.0100.1050.000.112. GENERAL OFFICE SUPPLIES							
24007803	001	500000	AMAZON.COM	04/10/24	100.00	100.00	22-23 TOY FUNDS CLASSROOM OFFICE
					100.00	100.00	

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DETAILS FOR ACCOUNT: 61.1926.52490.682.0900.0000.000.050. REFRESHMENTS/AWARDS/GIFTS							
24007371	001	001232	SAM'S EAST INC	04/01/24	320.00	320.00	COOKIES FOR TEACHER INCENTIVE PUR
24007737	001	000513	PETERS, VINCENT - SOONER TROP	04/08/24	400.00	400.00	TEACHER INCENTIVE AWARDS
					720.00	720.00	
DETAILS FOR ACCOUNT: 61.1931.52213.682.0900.0000.000.090. REFRESHMENTS/AWARDS/GIFTS							
24006855	001	012200	JP MORGAN CHASE BANK NA	03/06/24	500.00	421.29	DECORATIONS FOR CELEBRATION OF EX
					500.00	421.29	
DETAILS FOR ACCOUNT: 61.1931.52340.619.0900.0000.000.090. GENERAL OFFICE SUPPLIES							
24007237	001	500000	AMAZON.COM	03/27/24	260.00	210.01	1 X SNEAKER LIGHT @ $49.99 1 X AR
24007563	001	500000	AMAZON.COM	04/04/24	350.00	350.00	4 X SNEAKER LED LIGHT @ $49.99 1
24007692	001	012200	JP MORGAN CHASE BANK NA	04/05/24	200.00	200.00	PLYWOOD AND PAINT FOR CELEBRATION
					810.00	760.01	
TOTALS FOR FUND: 61 SCHOOL ACTIVITY FUND					336,272.72	307,572.42	
DETAILS FOR ACCOUNT: 81.0046.52199.880.0000.0000.000.050. STUDENT AID PAYMENTS							
24007251	001	001225	WALMART STORES INC	03/27/24	1,500.00	500.00	GIFT CARDS FOR FAMILIES IN NEED
24007850	001	001225	WALMART STORES INC	04/10/24	1,000.00	1,000.00	GIFT CARDS FOR FAMILIES IN NEED
					2,500.00	1,500.00	
TOTALS FOR FUND: 81 GIFT FUND					2,500.00	1,500.00	
DETAILS FOR ACCOUNT: 86.0086.52720.442.0000.0000.000.096. EQUIPMENT AND VEHICLE SERVICES							
24006945	001	005590	EAN HOLDINGS LLC - ENTERPRISE	03/11/24	3,400.00	3,400.00	ENTERPRISE CAR RENTAL
					3,400.00	3,400.00	
DETAILS FOR ACCOUNT: 86.0086.52740.439.0000.0000.000.096. VEH SERV-OTH EQUIP & VEH SERV							
24007531	001	014170	COLLISION REPAIR CR8 OK LLC	04/03/24	1,309.85	1,309.85	BODY DAMAGE REPAIRS VAN 399 MORE
					1,309.85	1,309.85	
TOTALS FOR FUND: 86 INSURANCE RECOVERY					4,709.85	4,709.85	
Grand Totals:					3,413,764.13	3,062,969.90	

** END OF REPORT - Generated by Janine Warren **

EXPENDITURE DIMENSIONS

FUND	PROJECT	FUNCTION	OBJECT	PROGRAM	SUBJECT	JOB CLASS	SITE
11 general	0000 non-categorical	51000 instruction	100 salaries	0100 regular	0000 non sub	100 official-admin	001 ASC
12 co-op	0001-0299 distr categorical	52000 support serv	200 benefits	0200 special	1000-2399 elem	200 prof educational	002 DCC
21 building	0301-0399 state prog	52200 sup serv instruct staff	300 prof/tech serv	0300 vocational	2400-5799 sec	300 prof other	050 dist wide
22 child nutrition	0401-0499 vocational	52300 sup serv gen adm	400 property serv	0400 other instr	8000 career tech	400 paraprofessional	055 central kitchen
30-39 bond	0501-0799 federal	52400 sup serv sch adm	500 oth purch serv	0500 continuing ed	9000 career majors	500 technical	087 video res
41 sinking	0801-0999 school activity	52500 central services	600 supplies	0600 community		600 office/clerical	088 curr ctr
61 student act		52600 oper/maint	700 property/equip	0800 athletic		700 crafts and trades	089 spec serv
80 trust/insurance		52700 student transp	800 other	0900 co/extracurricular		800 operative	090 PDC
		53100 child nutrition	900 oth uses of funds			900 laborer	092 ISC
		54000 facilities & construction				950 service work	094 warehouse
		55100 debt serv					095 maintenance
		53000 clearing acct					096 transp
		55400 indirect cost					107 Lakeview
		55500 private, non-profit					110 Adams
		57100 scholarships					112 Cleveland
		57200 student aid					115 Jackson
		57300 staff awards					120 Jefferson
		57400 worker comp					122 Kennedy
							125 Lincoln
							130 Madison
							135 McKinley
							140 Eisenhower
							145 Wilson
							150 Monroe
							151 Reagan
							153 Roosevelt
							155 Truman
							160 Washington
							165 Truman Primary
							170 Dimensions Elem
							500 Irving
							501 Alcott
							502 Longfellow
							504 Whittier
							705 NHS
							710 NNHS
							740 Dimensions Sec

Norman Public Schools
Minutes of the Regular Meeting of the Board of Education

Dr. Joseph N. Siano Administrative Services Center Room A
131 S Flood Avenue
Norman, OK 73069

Monday, March 11, 2024

I. Call to Order and Establish a Quorum - The meeting was called to order at 6:00 PM

Attendance Taken at 6:00 PM. Present: Tina Floyd, Dirk O'Hara, Annette Price, Alex Ruggiers, Chad Vice.

II. Pledge of Allegiance

The Pledge of Allegiance was led by President Dirk O'Hara

III. Awards Presentations

III.A. Oklahoma Music Educators Association (OkMEA) All-State Awards - Presented by Dr. Evelyn Kwanza

All-State Children's Chorus
Faye Croom
Georgia Cunningham
Ella Ishii
Morgan McMillen
Molly Morris
Ryan Perry

All-State Symphonic Band
Averey Hartman - Clarinet

All-State Wind Symphony
Henry Stoops - String Bass

All-State Jazz Band
Juel Niimi - Trombone
Joshua Riester - Trombone

All-State Orchestra
Melody Chen - Violin
Elise Buyten - Violin
Ethan Li - Violin
Patrick Thai - Violin
Miranda Huang - Viola
Penelope Cline - Viola
Leina Cheng - Viola
Adrian Clements - Cello
Antonia Hayman - Bass
Katie Hsieh - Bass
Olivia Friedemann - Flute
Elias Bouchard - Bassoon
Serena Cai - Violin Alternate
Joy Yang - Violin Alternate

IV. Public Communications

Meaghan Moulton spoke of her appreciation to the board for supporting the Fine Arts programs.

V. Disposition of Routine Business by Consent Action

Motion to approve the consent docket items A-N as listed below and in the agenda. This motion, made by Tina Floyd and seconded by Chad Vice, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

V.A. Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2023-2024)

Purchase Orders: #24005791 - #24006811
General Fund - $1,494,849.43
Building Fund - $0
Child Nutrition Fund - $24,057.55
Bond Funds - $348,888.28
Sinking Funds - $0
Trust Funds - $30,585.94
School Activity Fund - $385,898.72

V.B. Minutes for the Regular Meeting of the Board of Education on February 5, 2024 and the Special Meeting of the Board of Education on February 26, 2024

V.C. Treasurer's Report for the period through February 29, 2024

V.D. Investment Report (presented for information only)

1. 2023A Lease Revenue Funds
2. 2023C Lease Revenue Funds
3. Bank of Oklahoma Funds

V.E. Certified Personnel Report and Recommendations - See Attachment "A"

Attached to the posted agenda and these minutes as Attachment A.

V.F. Support Personnel Report and Recommendations - See Attachment "B"

Attached to the posted agenda and these minutes as Attachment B.

V.G. Activity Fund Raising Reports with Proposed Events

1. Norman High School - Speech and Debate
2. Norman High School - Soupstone (Sponsorships)
3. Irving Middle School - Solar Panels

4. Norman High School - Family, Career and Community Leaders of America (FCCLA) 1814
5. Norman High School - Soupstone (Bake Sale)

V.H. Agreements, Contracts and Renewals for Fiscal Year 2023-2024

V.H.1. STUDENT SERVICES (Stephanie Williams)

a. University of Oklahoma Facility Rental Agreement of the Lloyd Noble Center for the 2024 Graduation Ceremonies of Norman North High School and Norman High School

b. University of Oklahoma Facility Rental Agreement of the Lloyd Noble Center for the All City Band and Orchestra to have rehearsal and performance

c. Janie House Guest Accompanist Independent Contractor Agreement for 2023-2024 All City Rehearsals and Performance

d. Sooner Fashion Mall LLC c/o Brookfield Properties Retail Inc. Display Space Rental Agreement for Fine Arts to promote their All-City Art Show

V.H.2. PROFESSIONAL DEVELOPMENT SERVICES (Sarah Seymore)

a. Agreement for event planning services with Factor 110 for the Celebration of Excellence banquet

V.H.3. ALTERNATIVE EDUCATION (Paul Tryggestad)

a. Factor 110 agreement for event planning services for the 2024 Dimensions Academy Graduation Ceremony

V.I. Agreements, Contracts and Renewals for Fiscal Year 2024-2025

V.I.1. TECHNOLOGY SERVICES (Christy Fisher)

a. FileWave, Inc. Mobile Device Management (MDM) Software District License Subscription Agreement Renewal

b. Incident IQ Platform and Software Maintenance End User License Subscription Renewal

c. Infinite Campus Platform and Software Maintenance End User License Subscription Renewal

d. United Systems Lightspeed Relay Content Filter Software Subscription Agreement Renewal

e. United Systems, Inc. Managed Firewall and Security Software Subscription Agreement Renewal

f. United Systems, Inc. Cisco SmartNet Service Agreement Renewal

g. United Systems, Inc. Aruba Mobility Master Virtual Service Agreement Renewal

h. United Systems, Inc. for Cisco Flex Services Subscription Agreement Renewal

i. United Systems, Inc. Master Services Agreement

j. School Safe ID Visitor Management Software License Agreement Renewal

k. Dell Switch PowerEdge Post Standard Support Service Agreement Renewal

V.I.2. BUSINESS SERVICES (Brenda O'Brian)

a. BLX Group, LLC Arbitrage Rebate Compliance Services Agreement

V.I.3. EDUCATIONAL SERVICES (Holly McKinney)

a. Schoolinks, Inc. College and Career Readiness Platform Subscription

V.I.4. STUDENT SERVICES (Stephanie Williams)

a. Oklahoma School Pictures agreement for all district photography services

V.I.5. (OPERATIONAL SERVICES) Justin Milner

a. Clean Uniform Company for Uniforms Service Agreement

b. Won-Door Service Agreement for FireGuard Door Maintenance and Testing

c. Clifford Power Systems Agreement for parts and services necessary to perform periodic planned maintenance

d. Firetrol Protection Service Agreement for Fire Alarm Systems, Sprinkler System Inspections, Fire Alarm Cell Service, & Master Monitoring

e. Burgess Company Service Agreement for Rolling Steel and Side Acting Fire Door Service and Maintenance

f. Allied Elevator LLC, Service Agreement for Platform Lift

g. Technical Environmental Consulting and Analysis, Inc. (TEC-AN, Inc.) for an Asbestos Operations and Maintenance Program

h. Schindler Elevator Corporation Service Agreement for Elevator Inspections and Maintenance

i. John Gilmore J & C2 LLC, Locksmith Service Agreement

j. Red Baker Propane Service Agreement for Propane for Lakeview Elementary School

k. FacilityONE Service Agreement for managing and monitoring work orders and preventive maintenance

<u>Emergency Management</u>

a. Bethel Baptist Church Memorandum of Agreement for the use of facilities/equipment as an emergency evacuation site for students

b. Cross Pointe Church Memorandum of Agreement for the use of facilities/equipment as an emergency evacuation site for students

c. Wildwood Community Church Memorandum of Agreement for the use of facilities/equipment as an emergency evacuation site for students

d. First Baptist Church Memorandum of Agreement for the use of facilities/equipment as an emergency evacuation site for students

e. Cleveland County Memorandum of Agreement for the use of facilities/equipment as an emergency evacuation site for student

V.J. Supplemental Schedule No. 11 for 2024 Insurance Reroof Projects between Norman Public Schools and MIDL Architects, LLC

V.K. Ground lease agreements and sublease agreement between Norman Public Schools and Cleveland County Educational Facilities Authority

V.L. Community Partner Agreement between the City of Norman and Norman Public Schools for use of the Young Family Athletic Center

V.M. Guaranteed Maximum Price Amendment between Manhattan Construction and Norman Public Schools for Monroe Elementary and McKinley Elementary

V.N. Open Transfer Law

The Open Transfer Law *70 Okla. Stat. § Section 8-101 et seq.,* requires that each school site's grade level capacity be approved by the Board of Education prior to the first day of January, April, July and October of each school year. The superintendent, or designee, shall determine the criteria to be used in determining grade capacity for each school site based on current enrollment and staffing.

VI. New Business

There was no new business presented at this meeting.

VII. Administrative Staff Reports

Dr. Nick Migliorino acknowledged and thanked Chad Vice for his 10 years of service and his dedication to the students and staff of Norman Public Schools.

VIII. Board of Education Reports

Annette Price, Alex Ruggiers, Tina Floyd and Dirk O'Hara expressed their gratitude and admiration for Chad Vice and his ten years of service and dedication to staff and students at Norman Public Schools. Dirk O'Hara thanked Dimensions Academy for hosting the Superintendent Teacher Leadership Council meeting and expressed appreciation for the cards the board received during Board Appreciation Month. Dirk emphasized the message that there is no room for violence or abuse.

IX. Proposed Executive Session

1. Re-employment of the following Central Office administrators for the 2024-2025 school fiscal year:
   Holly Nevels, Associate Superintendent, Chief Human Resources Officer and Title IX Coordinator
   Justin Milner, Associate Superintendent, Chief Operating Officer
   Brenda O'Brian, Chief Financial Officer
   Stephanie Williams, Executive Director of Student Services and Deputy Title IX Coordinator
   Gayla Mears, Executive Director of Support Services
   Holly McKinney, Executive Director of Teaching and Learning
2. Re-employment and/or re-assignment of Off-Scale Employees for the 2024-2025 school fiscal year (See Attachment "C" posted with the agenda)
3. Candidates for the position of Chief Financial Officer
4. Candidates for the position of Chief Information Officer

6:27 PM Motion to go into executive session pursuant to executive session authority 25 Okla. Stat. § 307(B)(1) and (B)(7) to discuss the employment matters listed on the agenda, after which the Board will return to open session to vote concerning one or more of these items. This motion, made by Tina Floyd and seconded by Alex Ruggiers, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

X. Vote to Return to Open Session

7:10 PM Motion to acknowledge the Board's return to open session. This motion, made by Tina Floyd and seconded by Chad Vice, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

XI. Statement of Executive Session Minutes

Dirk O'Hara stated that the Board convened in executive session pursuant to executive session authority: 25 OKLA. STAT. § Section 307(B)(1) and (7). The Board was joined in executive session by Superintendent Dr. Nick Migliorino and Associate Superintendent Holly Nevels to discuss employment matters as listed on the agenda. No other matters were discussed and no votes were taken while in this closed session. This concludes the minutes of the executive session.

XII. Vote regarding:

1. Re-employment of the following Central Office administrators for the 2024-2025 school fiscal year:
   Holly Nevels, Associate Superintendent, Chief Human Resources Officer and Title IX Coordinator
   Justin Milner, Associate Superintendent, Chief Operating Officer
   Brenda O'Brian, Chief Financial Officer
   Stephanie Williams, Executive Director of Student Services and Deputy Title IX Coordinator
   Gayla Mears, Executive Director of Support Services
   Holly McKinney, Executive Director of Teaching and Learning
2. Re-employment and/or re-assignment of Off-Scale Employees for the 2024-2025 school fiscal year (See Attachment "C" posted with the agenda)
3. Possible appointment and employment of a candidate for the position of Chief Financial Officer
4. Possible appointment and employment of a candidate for the position of Chief Information Officer

Motion to re-employ the Central Office Administrators for the 2024-2025 school year as listed and posted with the agenda. This motion, made by Tina Floyd and seconded by Chad Vice, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

Motion to re-employ the Off-Scale Employees for the 2024-2025 school year as listed and posted with the agenda. This motion, made by Tina Floyd and seconded by Chad Vice, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

Motion to hire Tyler Jones for the position of Chief Financial Officer. This motion, made by Tina Floyd and seconded by Chad Vice, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

Motion to hire Carrie Burkhart for the position of Chief Information Officer. This motion, made by Tina Floyd and seconded by Chad Vice, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

XIII. Adjournment

7:13 PM Motion to adjourn. This motion, made by Tina Floyd and seconded by Chad Vice, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

_____
Dirk O'Hara, Board of Education President

_____
Cathy Sasser, Board Clerk

(Seal)

Norman Public Schools
Purchase Request

Purchase Request 1 **Meeting Date: April 22nd, 2024**

1. **Item: Paint, Repair, and Texture Walls Services for Classrooms**

2. **Location: Alcott**

3. **A. Specifications Sent: N/A** **A-1. Vendors Queried: N/A**
   B. Bid Opening Date: N/A **B-1. Vendors Responding: N/A**

4. **Purchase Fund: Bond Fund**

5. **Advanced Commercial Painting LLC**
   Oklahoma City, OK 73118
   $97,300.00

6. **It is recommended that the district paint, repair, and texture walls for classrooms at Alcott from Advanced Commercial Painting LLC in the amount of $97,300.00.**

Norman Public Schools
Purchase Request

Purchase Request 2 **Meeting Date: April 22nd, 2024**

1. **Item: Paint, Repair, and Texture Walls Services**

2. **Location: All School Performing Arts Auditorium**

3. **A. Specifications Sent: N/A** **A-1. Vendors Queried: N/A**
   B. Bid Opening Date: N/A **B-1. Vendors Responding: N/A**

4. **Purchase Fund: Bond Fund**

5. **Advanced Commercial Painting LLC**
   Oklahoma City, OK 73118
   $63,300.00

6. **It is recommended that the district paint, repair, and texture walls for All School Performing Arts Auditorium from Advanced Commercial Painting LLC in the amount of $63,300.00.**

Norman School District
General Fund
Statement of Assets, Liabilities and Fund Balance
March 31, 2024

ASSETS

Cash in Bank	$31,729,401.16	
Accounts Receivable	(304,917.81)	
Property Taxes - Current	2,945,271.42	
Property Taxes - Delinquent	0.00	
Prepaids	0.00	
Interest	0.00	
Inventory	174,487.49	
TOTAL ASSETS		**$34,544,242.26**

LIABILITIES AND FUND BALANCE

Accounts Payable	143,956.30	
Deferred Revenue	2,587,264.51	
Total Liabilities		$2,731,220.81
Audited Fund Balance (June 30, 2023)	$13,087,581.20	
Excess Revenue over Expenditures	$18,725,440.25	
Fund Balance, End of Period		$31,813,021.45
TOTAL LIABILITIES AND FUND BALANCE		**$34,544,242.26**

Norman School District
General Fund
Statement of Revenue and Expenditures
March 31, 2024

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Ad Valorem Tax	$46,135,799.00	$1,618,933.49	$42,457,927.30	$3,677,871.70
Local	2,331,328.00	63,305.52	1,095,479.10	1,235,848.90
Intermediate	4,850,000.00	186,325.96	4,296,790.60	553,209.40
State	81,569,054.33	7,224,835.76	58,935,539.92	22,633,514.41
Federal	22,775,530.00	1,752,599.84	10,293,782.93	12,481,747.07
Fund Transfer	0.00	0.00	0.00	0.00
TOTAL REVENUE	**$157,661,711.33**	**$10,846,000.57**	**$117,079,519.85**	**$40,582,191.48**
EXPENSES				
Local	$120,229,258.00	$9,804,802.88	$75,810,812.02	
State	14,728,693.00	1,175,339.68	9,289,971.80	
Federal	22,804,097.00	1,522,912.93	13,253,295.78	
TOTAL EXPENSES	**$157,762,048.00**	**$12,503,055.49**	**$98,354,079.60**	
EXCESS REVENUE OVER EXPENDITURES	**($100,336.67)**		**$18,725,440.25**	

* This column is for information only and is included in the year-to-date actual amounts.

Norman School District
Building Fund
Statement of Assets, Liabilities and Fund Balance
March 31, 2024

ASSETS		
Cash in Bank	9,830,806.59	
Accounts Receivable	762.74	
Property Taxes - Current	412,681.63	
Property Taxes - Delinquent	0.00	
Investments	0.00	
Accrued Interest	0.00	
TOTAL ASSETS		**$10,244,250.96**
LIABILITIES AND FUND BALANCE		
Accounts Payable	$14,956.88	
Deferred Revenue	412,297.11	
Total Liabilities		$427,253.99
Audited Fund Balance (June 30, 2023)	$5,309,510.31	
Excess Revenue over Expenditures	$4,507,486.66	
Fund Balance, End of Period		$9,816,996.97
TOTAL LIABILITIES AND FUND BALANCE		**$10,244,250.96**

Norman School District
Building Fund
Statement of Revenue and Expenditures
March 31, 2024

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Ad Valorem Tax	$6,577,361.00	$231,021.68	$6,055,740.98	$521,620.02
Other Taxes	$4,000.00	$855.51	$6,894.83	($2,894.83)
Interest	$100,000.00	$0.00	$0.00	$100,000.00
Interfund Transfer	$1,000,000.00	$0.00	$0.00	$1,000,000.00
State	$782,797.00	$0.00	$782,797.00	$0.00
TOTAL REVENUE	**$8,464,158.00**	**$231,877.19**	**$6,845,432.81**	**$1,618,725.19**
EXPENSES				
Local	3,563,996.00	335,930.08	1,849,006.29	
State	$782,796.00	$488,939.86	$488,939.86	
TOTAL EXPENSES	**$4,346,792.00**	**$824,869.94**	**$2,337,946.15**	
EXCESS REVENUE OVER EXPENDITURES	**$4,117,366.00**		**$4,507,486.66**	

* This column is for information only and is included in the year-to-date actual amounts.

Norman School District
Child Nutrition Fund
Statement of Assets, Liabilities and Fund Balance
March 31, 2024

ASSETS		
Cash in Bank	$2,672,117.51	
Accounts Receivable	322,663.32	
Inventory	0.00	
TOTAL ASSETS		**$2,994,780.83**
LIABILITIES AND FUND BALANCE		
Accounts Payable	$105.50	
Deferred Revenue	$430,096.84	
Total Liabilities		$430,202.34
Audited Fund Balance (June 30, 2023)	$2,808,452.71	
Excess Expenditures over Revenue	($243,874.22)	
Fund Balance, End of Period		$2,564,578.49
TOTAL LIABILITIES AND FUND BALANCE		**$2,994,780.83**

Norman School District
Child Nutrition Fund
Statement of Revenue and Expenditures
March 31, 2024

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Student Meals	$1,184,666.24	$6,323.82	$575,325.51	$609,415.48
Federal Reimbursement	4,373,886.79	411,560.26	2,762,007.63	1,611,879.16
State Reimbursement	65,866.98	0.00	26,826.09	39,040.89
Other Local	441,667.79	1,824.50	46,626.83	395,040.96
Interfund Transfer	131,099.99	0.00	87,182.97	43,917.02
TOTAL REVENUE	**$6,197,187.79**	**$419,708.58**	**$3,497,969.03**	**$2,699,218.76**
EXPENSES				
Local	$6,898,000.00	$69,169.63	$925,631.62	
State	600,000.00	455,440.26	2,628,134.36	
Federal	575,670.00	32,103.95	188,077.27	
TOTAL EXPENSES	**$8,073,670.00**	**$556,713.84**	**$3,741,843.25**	
EXCESS EXPENDITURES OVER REVENUE	**($1,876,482.21)**		**($243,874.22)**	

* This column is for information only and is included in the year-to-date actual amounts.

Norman School District
Bond Fund
Statement of Assets, Liabilities and Fund Balance
March 31, 2024

ASSETS		
Cash in Bank	$73,049,821.19	
Investments	0.00	
Accrued Interest	0.00	
Receivables	0.00	
TOTAL ASSETS		**$73,049,821.19**
LIABILITIES AND FUND BALANCE		
Accounts Payable	$113,829.25	
Total Liabilities		$113,829.25
Audited Fund Balance (June 30, 2023)	$13,831,036.87	
Excess Revenue over Expenditures	$59,104,955.07	
Fund Balance, End of Period		$72,935,991.94
TOTAL LIABILITIES AND FUND BALANCE		**$73,049,821.19**

Norman School District
Bond Fund
Statement of Revenue and Expenditures
March 31, 2024

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	$63,841,278.00	$63,841,278.00	$63,841,278.00	$0.00
Interest	$127,730.00	$127,730.00	$127,730.00	$0.00
TOTAL REVENUE	**$63,969,008.00**	**$63,969,008.00**	**$63,969,008.00**	**$0.00**
EXPENSES				
Local	$72,468,004.00	$998,467.13	$4,864,052.93	
Fund Transfer	0.00	0.00	0.00	
TOTAL EXPENSES	**$72,468,004.00**	**$998,467.13**	**$4,864,052.93**	
EXCESS REVENUE OVER EXPENDITURES	**($8,498,996.00)**		**$59,104,955.07**	

* This column is for information only and is included in the year-to-date actual amounts.

Norman School District
Sinking Fund
Statement of Assets, Liabilities and Fund Balance
March 31, 2024

ASSETS		
Cash in Bank	$33,712,463.78	
Accounts Receivable	0.00	
Investments	0.00	
Accrued Interest	0.00	
Property Taxes - Current	3,046,055.93	
Property Taxes - Delinquent	0.00	
TOTAL ASSETS		**$36,758,519.71**
LIABILITIES AND FUND BALANCE		
Accounts Payable	$0.00	
Deferred Revenue	3,048,073.39	
Escrow Account	0.00	
Total Liabilities		$3,048,073.39
Audited Fund Balance (June 30, 2023)	$22,991,941.45	
Excess Revenue over Expenditures	$10,718,504.87	
Fund Balance, End of Period		$33,710,446.32
TOTAL LIABILITIES AND FUND BALANCE		**$36,758,519.71**

Norman School District
Sinking Fund
Statement of Revenue and Expenditures
March 31, 2024

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Ad Valorem Tax	$33,269,076.00	$1,164,658.05	$30,528,735.14	$2,740,340.86
Premium on Bonds Sold	$200,000.00	$1,885,888.75	$1,885,888.75	($1,685,888.75)
Interest	1,000,000.00	532,441.67	532,441.67	467,558.33
State	1.00	0.00	1.00	0.00
Fund Transfer	1,000,000.00	0.00	0.00	1,000,000.00
TOTAL REVENUE	**$35,469,077.00**	**$3,582,988.47**	**$32,947,066.56**	**$2,522,010.44**
EXPENSES				
Local	$31,571,638.00	$0.00	$22,228,561.69	
Fund Transfer	0.00	0.00	0.00	
TOTAL EXPENSES	**$31,571,638.00**	**$0.00**	**$22,228,561.69**	
EXCESS REVENUE OVER EXPENDITURES	**$3,897,439.00**		**$10,718,504.87**	

* This column is for information only and is included in the year-to-date actual amounts.

Norman School District
Student Activity Fund
Statement of Assets, Liabilities and Fund Balance
March 31, 2024

ASSETS		
Cash in Bank	$2,701,698.03	
Accounts Receivable	2,196.84	
TOTAL ASSETS		**$2,703,894.87**
LIABILITIES AND FUND BALANCE		
Accounts Payable	$73,207.90	
Total Liabilities		$73,207.90
Audited Fund Balance (June 30, 2023)	$2,329,413.30	
Excess Revenue over Expenditures	$301,273.67	
Fund Balance, End of Period		$2,630,686.97
TOTAL LIABILITIES AND FUND BALANCE		**$2,703,894.87**

Norman School District
Student Activity Fund
Statement of Revenue and Expenditures
March 31, 2024

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	$3,000,000.00	$281,159.07	$2,372,119.55	627,880.45
TOTAL REVENUE	**$3,000,000.00**	**$281,159.07**	**$2,372,119.55**	**$627,880.45**
EXPENSES				
Local	$3,000,000.00	$450,337.02	$2,070,845.88	
TOTAL EXPENSES	**$3,000,000.00**	**$450,337.02**	**$2,070,845.88**	
EXCESS REVENUE OVER EXPENDITURES	**$0.00**		**$301,273.67**	

* This column is for information only and is included in the year-to-date actual amounts.

Norman School District
Trust and Agency Funds
Statement of Assets, Liabilities and Fund Balance
March 31, 2024

ASSETS		
Cash in Bank	$23,205,658.11	
Accounts Receivable	$15,341.39	
TOTAL ASSETS		**$23,220,999.50**
LIABILITIES AND FUND BALANCE		
Accounts Payable	$15,341.39	
Total Liabilities		$15,341.39
Audited Fund Balance (June 30, 2023)	$6,351,526.26	
Excess Revenue over Expenditures	16,854,131.85	
Fund Balance, End of Period		$23,205,658.11
TOTAL LIABILITIES AND FUND BALANCE		**$23,220,999.50**

Norman School District
Trust and Agency Funds
Statement of Revenue and Expenditures
March 31, 2024

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	$20,000,000.00	$322,442.93	$19,200,780.46	$799,219.54
Fund Transfer	0.00	0.00	0.00	$0.00
TOTAL REVENUE	**$20,000,000.00**	**$322,442.93**	**$19,200,780.46**	**$799,219.54**
EXPENSES				
Local	$20,000,000.00	$661,518.51	$2,346,648.61	
Fund Transfer	0.00	0.00	0.00	
TOTAL EXPENSES	**$20,000,000.00**	**$661,518.51**	**$2,346,648.61**	
EXCESS REVENUE OVER EXPENDITURES	**$0.00**		**$16,854,131.85**	

* This column is for information only and is included in the year-to-date actual amounts.

Norman Public Schools
2023A LRB Project Fund Investment

Date	Principal	Interest	Total Receipts
8/1/2023		$26,382.84	$26,382.84
9/1/2023		42,043.70	42,043.70
10/1/2023		58,027.87	58,027.87
11/1/2023		103,399.36	103,399.36
12/1/2023	$1,970,000.00	111,549.93	2,081,549.93
1/1/2024	450,000.00	118,338.23	568,338.23
2/1/2024	1,100,000.00	101,602.00	1,201,602.00
3/1/2024	1,550,000.00	99,180.00	1,649,180.00
3/14/2024	8,025,000.00	66,530.05	8,091,530.05
4/1/2024	2,195,000.00	98,325.00	2,293,325.00
5/1/2024	2,185,003.00	136,873.97	2,321,876.97
6/1/2024	2,209,997.00	230,889.66	2,440,886.66
7/1/2024	2,895,000.00	108,727.00	3,003,727.00
8/1/2024	2,335,000.00	101,602.00	2,436,602.00
9/1/2024	2,365,000.00	99,180.00	2,464,180.00
10/1/2024	3,155,001.00	98,325.00	3,253,326.00
11/1/2024	2,979,999.00	136,873.97	3,116,872.97
12/1/2024	3,035,000.00	120,790.75	3,155,790.75
1/1/2025	3,300,000.00	108,727.00	3,408,727.00
2/1/2025	3,700,000.00	101,602.00	3,801,602.00
3/1/2025	4,275,000.00	99,180.00	4,374,180.00
4/1/2025	4,275,000.00	98,325.00	4,373,325.00
	$52,000,000.00	$2,266,475.33	$54,266,475.33

ESCROW CASH FLOW

Norman Public Schools
2023C LRB Project Fund Investment

Date	Principal	Interest	Net Escrow Receipts	Present Value to 12/21/2023 @ 3.3599412%
02/01/2024		13,598.47	13,598.47	13,548.22
03/01/2024		28,288.04	28,288.04	28,105.36
04/01/2024		38,774.64	38,774.64	38,417.41
05/01/2024		46,403.77	46,403.77	45,848.77
06/01/2024		31,753.83	31,753.83	31,287.05
07/01/2024		60,296.34	60,296.34	59,245.25
08/01/2024	110,000.00	63,095.21	173,095.21	169,606.22
09/01/2024	90,000.00	75,742.30	165,742.30	161,951.20
10/01/2024	200,000.00	77,462.15	277,462.15	270,363.87
11/01/2024	305,000.00	77,121.28	382,121.28	371,313.07
12/01/2024	745,000.00	70,301.05	815,301.05	790,043.70
01/01/2025	690,000.00	56,895.00	746,895.00	721,749.95
02/01/2025	1,185,000.00	59,574.25	1,244,574.25	1,199,339.45
03/01/2025	1,075,000.00	72,513.00	1,147,513.00	1,102,739.72
04/01/2025	1,375,000.00	69,566.25	1,444,566.25	1,384,353.38
05/01/2025	1,205,000.00	63,980.95	1,268,980.95	1,212,714.87
06/01/2025	1,550,000.00	35,650.00	1,585,650.00	1,511,141.14
07/01/2025	1,760,000.00	40,128.00	1,800,128.00	1,710,784.01
08/01/2025	1,375,000.00	31,075.00	1,406,075.00	1,332,583.34
09/01/2025	2,095,000.00	46,928.00	2,141,928.00	2,024,346.54
10/01/2025	1,675,000.00	37,185.00	1,712,185.00	1,613,707.35
11/01/2025	1,795,000.00	35,964.70	1,830,964.70	1,720,870.38
12/01/2025	1,245,000.00		1,245,000.00	1,166,894.62
01/01/2026	1,245,000.00		1,245,000.00	1,163,659.01
02/01/2026	730,010.00		730,010.00	680,423.48
03/01/2026	664,990.00		664,990.00	618,101.35
04/01/2026	385,000.00		385,000.00	356,861.26
	21,500,000.00	1,132,297.23	22,632,297.23	21,500,000.00

Escrow Cost Summary

Purchase date	12/21/2023
Purchase cost of securities	21,500,000.00
Target for yield calculation	21,500,000.00

2023-2024 INVESTMENT INFORMATION

JP MORGAN CHASE US GOV MONEY MARKET					
MONTH	**BANK**	**ACCOUNT**	**BALANCE**	**INTEREST EARNED**	**INTEREST RATE**
July	JP Morgan Chase	Money Market	66,021,793.31	290,133.39	5.25%
August	JP Morgan Chase	Money Market	69,330,627.79	308,834.48	5.32%
September	JP Morgan Chase	Money Market	44,599,507.67	268,879.88	5.32%
October	JP Morgan Chase	Money Market	47,804,884.28	268,879.88	5.33%
November	JP Morgan Chase	Money Market	40,006,255.53	268,879.88	5.34%
December	JP Morgan Chase	Money Market	50,210,878.94	204,623.41	5.35%
January	JP Morgan Chase	Money Market	118,655,297.41	444,418.47	5.35%
February	JP Morgan Chase	Money Market	97,145,015.70	489,718.29	5.30%
March	JP Morgan Chase	Money Market	180,715,792.87	570,777.17	5.29%
TYPE	**BANK**	**PURCHASED**	**PAR**	**PRICE**	**YIELD**

ATTACHMENT A

Norman Public Schools
Norman, Oklahoma
Certified Personnel Report
4/22/2024

LEAVE OF ABSENCE

NAME	RETURNING/LEAVING	ASSIGNMENT	SITE	EFFECTIVE DATE
BRANDT, SUZZANNE	LEAVING	SPECIAL EDUCATION TEACHER	KENNEDY ELEMENTARY	9/28/2023
CARPENTER, ERIN	LEAVING	SECOND GRADE TEACHER	MCKINLEY ELEMENTARY	5/31/2023
MILLER, KATIE	LEAVING	KINDERGARTEN TEACHER	MCKINLEY ELEMENTARY	5/31/2023

RECOMMENDATIONS/ TEMPORARY EMPLOYMENT

NAME	NEW/REPLACEMENT	ASSIGNMENT	SITE	EFFECTIVE DATE
COOK, JODIE	REPLACEMENT	READING SPECIALIST	REAGAN ELEMENTARY	8/8/2024
COX, MACEY	REPLACEMENT	FIFITH GRADE TEACHER	ADAMS ELEMENTARY	3/4/2024
ZINK, AMANDA	REPLACEMENT	SPEECH PATHOLOGIST	WASHINGTON ELEMENTARY	1/22/2024

RECOMMENDATIONS/ TEMPORARY EMPLOYMENT

NAME	NEW/REPLACEMENT	ASSIGNMENT	SITE	EFFECTIVE DATE
ALVAREZ, NICOLAS	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
ANDERSON, JENNA	TEMP TO REHIRE	FIFTH GRADE TEACHER	WILSON ELEMENTARY	8/8/2024
ANDEXLER, HEATHER	TEMP TO REHIRE	SECOND GRADE TEACHER	TRUMAN PRIMARY	8/8/2024
ARNOLD, RACHAEL	TEMP TO REHIRE	KINDERGARTEN TEACHER	KENNEDY ELEMENTARY	8/8/2024
BAIDOO, MARY	TEMP TO REHIRE	FOURTH GRADE TEACHER	MCKINLEY ELEMENTARY	8/8/2024
BAILEY, DARON	TEMP TO REHIRE	RESOURCE TEACHER	JEFFERSON ELEMENTARY	8/8/2024
BAILEY STEWART, WHITNEY	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
BARNARD, KAYLIE	TEMP TO REHIRE	SECOND GRADE TEACHER	KENNEDY ELEMENTARY	8/8/2024
BARNES, LAUREN	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
BEAL, AL	TEMP TO REHIRE	P.E. TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
BELTZ, AMANDA	TEMP TO REHIRE	COUNSELOR	IRVING MIDDLE SCHOOL	7/19/2024
BERNHARDT, SHAUNA	TEMP TO REHIRE	RESOURCE TEACHER	LAKEVIEW ELEMENTARY	8/8/2024
BLACKBURN, SHAWNA	TEMP TO REHIRE	REGISTERED NURSE	NORMAN HIGH SCHOOL	7/24/2024
BLUDWORTH, CAITLIN	TEMP TO REHIRE	FAMILY AND CONSUMER SCIENCES TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
BONEWITZ, MICHELLE	TEMP TO REHIRE	FIRST GRADE TEACHER	TRUMAN PRIMARY	8/8/2024
BOYER, MORGAN	TEMP TO REHIRE	DRAMA TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
BROWN, ABBY	TEMP TO REHIRE	PRE-KINDERGARTEN TEACHER	ADAMS ELEMENTARY	8/8/2024
BURKE, KATHRYN	TEMP TO REHIRE	ENGLISH TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
BUSHEY, ANGELA	TEMP TO REHIRE	AUTISM TEACHER	TRUMAN PRIMARY	8/8/2024
CAMPBELL, KELSI	TEMP TO REHIRE	ORCHESTRA TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
CARLILE, JORDAN	TEMP TO REHIRE	FIFTH GRADE TEACHER	REAGAN ELEMENTARY	8/8/2024
CARROLL, SHELBY	TEMP TO REHIRE	ENGLISH TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024

CARSON, ANNIE	TEMP TO REHIRE	THIRD GRADE TEACHER	ADAMS ELEMENTARY	8/8/2024
CARTER, HELEN	TEMP TO REHIRE	RESOURCE TEACHER	MCKINLEY ELEMENTARY	8/8/2024
CAVAZOS, AARON	TEMP TO REHIRE	39 TRIBES TEACHER	NORMAN HIGH SCHOOL	8/8/2024
CHASE, MEGAN	TEMP TO REHIRE	LIBRARIAN/MEDIA CONSULTANT	LONGFELLOW MIDDLE SCHOOL	7/19/2024
CHESLEY, DARON	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
CLEVELAND, MARILYNN	TEMP TO REHIRE	COUNSELOR	NORMAN NORTH HIGH SCHOOL	7/19/2024
CLOUSTON, JULIE	TEMP TO REHIRE	KINDERGARTEN TEACHER	ADAMS ELEMENTARY	8/8/2024
COBERLEY, REGINA	TEMP TO REHIRE	ASSISTANT INTERN PRINCIPAL	MADISON ELEMENTARY	7/19/2024
CRAIG, DAVID	TEMP TO REHIRE	BAND TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
CRETER, JOHN	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
CUSHMAN, KARA	TEMP TO REHIRE	RESOURCE TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
DANSBY, LAUREN	TEMP TO REHIRE	ART TEACHER	NORMAN HIGH SCHOOL	8/8/2024
DIERKS, EMILY	TEMP TO REHIRE	PRE-K MUSIC AND MOVEMENT TEACHER	KENNEDY ELEMENTARY	8/8/2024
DILLON, JENEVE	TEMP TO REHIRE	KINDERGARTEN TEACHER	ADAMS ELEMENTARY	8/8/2024
DRAKE, JOHN	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
DUDE, KRISTEN	TEMP TO REHIRE	RESOURCE TEACHER	EISENHOWER ELEMENTARY	8/8/2024
DYER, WANDA	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
EASLEY, GWYNETH	TEMP TO REHIRE	ENGLISH TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
EDMONDSON, CASSIE	TEMP TO REHIRE	SPECIAL EDUCATION TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
ETTER, CATHERINE	TEMP TO REHIRE	MUSIC TEACHER	EISENHOWER ELEMENTARY	8/8/2024
FIELDS, KRISTINE	TEMP TO REHIRE	.5 GIFTED RESOURCE COORDINATOR	LAKEVIEW ELEMENTARY	8/8/2024
FINOCCHIARO, LAUREN	TEMP TO REHIRE	MUSIC TEACHER	ADAMS ELEMENTARY	8/8/2024
FITZGERALD, ERIN	TEMP TO REHIRE	MATH TEACHER	NORMAN HIGH SCHOOL	8/8/2024
FLATT, JUDY	TEMP TO REHIRE	SPECIAL EDUCATION TEACHER	NORMAN HIGH SCHOOL	8/8/2024
FOLMSBEE, JARED	TEMP TO REHIRE	SPANISH TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
FOOTE, CHELSEA	TEMP TO REHIRE	KINDERGARTEN TEACHER	WASHINGTON ELEMENTARY	8/8/2024
FORCE, SHILOH	TEMP TO REHIRE	SPECIAL EDUCATION TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
FORD, LYNDI	TEMP TO REHIRE	COUNSELOR	ALCOTT MIDDLE SCHOOL	7/19/2024
FRITH, KRISTINE	TEMP TO REHIRE	FAMILY AND CONSUMER SCIENCES TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
GONZALES, ANDREW	TEMP TO REHIRE	ADAPTIVE P.E. TEACHER	NORMAN HIGH SCHOOL	8/8/2024
GONZALEZ, LAURA	TEMP TO REHIRE	FIRST GRADE TEACHER	ADAMS ELEMENTARY	8/8/2024
GRAY, JACOB	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
GRAY, LAUREN	TEMP TO REHIRE	MUSIC TEACHER	MCKINLEY ELEMENTARY	8/8/2024
HALL, MIA	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
HALL, SABRINA	TEMP TO REHIRE	FIFTH GRADE TEACHER	WASHINGTON ELEMENTARY	8/8/2024
HAMILTON, NATALIE	TEMP TO REHIRE	PRE-KINDERGARTEN TEACHER	WASHINGTON ELEMENTARY	8/8/2024
HARRIS, ALBIGAIL	TEMP TO REHIRE	SECOND GRADE TEACHER	EISENHOWER ELEMENTARY	8/8/2024
HARRIS, JAMIE	TEMP TO REHIRE	RESOURCE TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
HARRIS, NICHOLAS	TEMP TO REHIRE	FIRST GRADE TEACHER	EISENHOWER ELEMENTARY	8/8/2024
HARTLESS, VALERIE	TEMP TO REHIRE	RESOURCE TEACHER	ADAMS ELEMENTARY	8/8/2024

HAYES, JAYKOB	TEMP TO REHIRE	DEVELPMENT DELAYED PRE-K TEACHER	KENNEDY ELEMENTARY	8/8/2024
HEBBLETHWAITE, RACHAEL	TEMP TO REHIRE	REMEDIAL SPECIALIST	EISENHOWER ELEMENTARY	8/8/2024
HINMAN, TAYLOR	TEMP TO REHIRE	SECOND GRADE TEACHER	LINCOLN ELEMENTARY	8/8/2024
HOBBS, SHANNON	TEMP TO REHIRE	.5 REMEDIAL SPECIALIST	REAGAN ELEMENTARY	8/8/2024
HOOKER, ROGER	TEMP TO REHIRE	COMPUTER TECHNOLOGY	ALCOTT MIDDLE SCHOOL	8/8/2024
HORNE, DIONE	TEMP TO REHIRE	CHOIR TEACHER	NORMAN HIGH SCHOOL	8/8/2024
HURD, ERICA	TEMP TO REHIRE	SPANISH TEACHER	NORMAN HIGH SCHOOL	8/8/2024
IKELS, PAYTON	TEMP TO REHIRE	FIFTH GRADE TEACHER	EISENHOWER ELEMENTARY	8/8/2024
JACKSON, LYDIA	TEMP TO REHIRE	MUSIC TEACHER	ADAMS ELEMENTARY	8/8/2024
JACKSON, ROBERT	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
JOHNSON, KENDRA	TEMP TO REHIRE	SPEECH AND DRAMA TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
JOHNSTON, JULIE	TEMP TO REHIRE	ELEMENTARY COUNSELOR	TRUMAN ELEMENTARY	7/29/2024
JONES, SARAH	TEMP TO REHIRE	KINDERGARTEN TEACHER	ROOSEVELT ELEMENTARY	8/8/2024
KEEGAN, JOSHUA	TEMP TO REHIRE	SCIENCE TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
KEOGH, CAROLINE	TEMP TO REHIRE	FOURTH GRADE TEACHER	TRUMAN ELEMENTARY	8/8/2024
KERBER, KATIE	TEMP TO REHIRE	SCIENCE TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
KIM, DOYOUN	TEMP TO REHIRE	ORCHESTRA TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
KOBYLINSKI, AMY	TEMP TO REHIRE	RESOURCE TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
KRACH, MADELINE	TEMP TO REHIRE	THIRD GRADE TEACHER	CLEVELAND ELEMENTARY	8/8/2024
KRIEGER, AUSTIN	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN HIGH SCHOOL	8/8/2024
KRIEGER, SARAH	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
KUHLMAN, ELIZABETH	TEMP TO REHIRE	RESOURCE TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
LACROSS, ALICIA	TEMP TO REHIRE	SCIENCE TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
LADOUCEUR, LAUREN	TEMP TO REHIRE	SCIENCE TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
LAWSON, TREY	TEMP TO REHIRE	KINDERGARTEN TEACHER	ADAMS ELEMENTARY	8/8/2024
LEE, DIANE	TEMP TO REHIRE	PRE-KINDERGARTEN TEACHER	MADISON ELEMENTARY	8/8/2024
LEWIS, PEGGY	TEMP TO REHIRE	SECOND GRADE TEACHER	ADAMS ELEMENTARY	8/8/2024
LOTFY, SHERIF	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
MCCURDY, ANNEMARIE	TEMP TO REHIRE	MATH TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
MCDANIEL, JAMIE	TEMP TO REHIRE	THIRD GRADE TEACHER	ADAMS ELEMENTARY	8/8/2024
MCKINNEY, KAYLEE	TEMP TO REHIRE	FIFTH GRADE TEACHER	LAKEVIEW ELEMENTARY	8/8/2024
MCQUEEN, EMMALYN	TEMP TO REHIRE	VOCAL MUSIC TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
MANN, KIERRA	TEMP TO REHIRE	SECOND GRADE TEACHER	KENNEDY ELEMENTARY	8/8/2024
MARTIN, TIFFANY	TEMP TO REHIRE	SECOND GRADE TEACHER	JACKSON ELEMENTARY	8/8/2024
MASON, CRISSY	TEMP TO REHIRE	THIRD GRADE TEACHER	REAGAN ELEMENTARY	8/8/2024
MATTOX, JESSICA	TEMP TO REHIRE	SCIENCE TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
MERRIFIELD, LEE	TEMP TO REHIRE	DIMENSIONS TEACHER	DIMENSIONS ACADEMY	8/8/2024
METZGER, CHRISTINE	TEMP TO REHIRE	ART TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
MILLER, ANNA	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024

MILLER, JENNA	TEMP TO REHIRE	KINDERGARTEN TEACHER	JEFFERSON ELEMENTARY	8/8/2024
MINGS, MARY	TEMP TO REHIRE	FIRST GRADE TEACHER	ROOSEVELT ELEMENTARY	8/8/2024
MOAKLEY, ANDREW	TEMP TO REHIRE	COUNSELOR	IRVING MIDDLE SCHOOL	7/19/2024
MONTAGUE, ANNA	TEMP TO REHIRE	THIRD GRADE TEACHER	LAKEVIEW ELEMENTARY	8/8/2024
MOORE, KARIN	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
MORROW, CALEB	TEMP TO REHIRE	CHEMISTRY TEACHER	NORMAN HIGH SCHOOL	8/8/2024
MULLINS, CARLISSA	TEMP TO REHIRE	SECOND GRADE TEACHER	TRUMAN PRIMARY	8/8/2024
NAUMAN, SAVANNAH	TEMP TO REHIRE	AUTISM TEACHER	EISENHOWER ELEMENTARY	8/8/2024
NELSON, EMILY	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
NEVAREZ, NATALIE	TEMP TO REHIRE	SECOND GRADE TEACHER	MADISON ELEMENTARY	8/8/2024
NICHOLS, JAYDE	TEMP TO REHIRE	ORCHESTRA TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
NIKOLTCHEVA, SOFIA	TEMP TO REHIRE	SPECIAL EDUCATION TEACHER	NORMAN HIGH SCHOOL	8/8/2024
NORMAN, COURTNEY	TEMP TO REHIRE	INSTRUCTIONAL COACH	IRVING MIDDLE SCHOOL	7/19/2024
OZMENT, COLLEEN	TEMP TO REHIRE	FIRST GRADE TEACHER	JACKSON ELEMENTARY	8/8/2024
PARMENTER, BRIDGET	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
PATTERSON, ELIZABETH	TEMP TO REHIRE	.5 SOCIAL WORKER/COMMUNITY LIASON	NORMAN HIGH SCHOOL	8/8/2024
PAYTON, HEIDI	TEMP TO REHIRE	KINDERGARTEN TEACHER	EISENHOWER ELEMENTARY	8/8/2024
PECK, SHAWNA	TEMP TO REHIRE	RESOURCE TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
PHILLIPS, DIANA	TEMP TO REHIRE	FIRST GRADE TEACHER	MONROE ELEMENTARY	8/8/2024
PIERCE, KARSEN	TEMP TO REHIRE	SECOND GRADE TEACHER	WILSON ELEMENTARY	8/8/2024
PIERCE-PHILLIPS, PAIGE	TEMP TO REHIRE	FIRST GRADE TEACHER	ADAMS ELEMENTARY	8/8/2024
POPE, OLIVIA	TEMP TO REHIRE	MUSIC TEACHER	MONROE ELEMENTARY	8/8/2024
PORTER, KIYANA	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
POSEY, REBECCA	TEMP TO REHIRE	SPECIAL EDUCATION TEACHER	NORMA NORTH HIGH SCHOOL	8/8/2024
PRICE, REBECCA	TEMP TO REHIRE	SPECIAL EDUCATION TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
RANEY, AMY	TEMP TO REHIRE	LICENSED MENTAL HEALTH PROFESSIONAL	NORMAN NORTH HIGH SCHOOL	7/19/2024
RAPRICH, MISTY	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
REYNOLDS, VICTOR	TEMP TO REHIRE	HISTORY TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
RICHARDSON, AMY	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
ROACH, GEORGE	TEMP TO REHIRE	SPECIAL EDUCATION MATH TEACHER	NORMAN HIGH SCHOOL	8/8/2024
ROBERTS, AVERY	TEMP TO REHIRE	FIRST GRADE TEACHER	MCKINLEY ELEMENTARY	8/8/2024
RUSSELL, KIMBERLY	TEMP TO REHIRE	FOURTH GRADE TEACHER	REAGAN ELEMENTARY	8/8/2024
SANDERS, DANIELLE	TEMP TO REHIRE	SECOND GRADE TEACHER	ADAMS ELEMENTARY	8/8/2024
SCHAFF, CLAUDIA	TEMP TO REHIRE	SPEECH PATHOLOGIST	TRUMAN ELEMENTARY	8/8/2024
SCALES, KIA	TEMP TO REHIRE	STUDENT ADVOCACY COORDINATOR	LONGFELLOW MIDDLE SCHOOL	7/19/2024
SCHMIDT, KAYLEY	TEMP TO REHIRE	FOURTH GRADE TEACHER	KENNEDY ELEMENTARY	8/8/2024
SCHROEDER, ELIZABETH	TEMP TO REHIRE	FOURTH GRADE TEACHER	JEFFERSON ELEMENTARY	8/8/2024
SCOTT, CHLOE	TEMP TO REHIRE	DANCE INSTRUCTOR	NORMAN HIGH SCHOOL	8/8/2024

SELBY, KYLER	TEMP TO REHIRE	FIFTH GRADE TEACHER	JACKSON ELEMENTARY	8/8/2024
SHAEFFER, CHELSEA	TEMP TO REHIRE	EARLY CHILDHOOD TEACHER	EISENHOWER ELEMENTARY	8/8/2024
SHEPHERD, JAMIE	TEMP TO REHIRE	ASSISTANT BAND TEACHER	NORMAN HIGH SCHOOL	8/2/2024
SHERMAN, LOGAN	TEMP TO REHIRE	FIRST GRADE TEACHER	JACKSON ELEMENTARY	8/8/2024
SIGNORELLI, ADISON	TEMP TO REHIRE	LANGUAGE ARTS TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
SLOAN, AUBREY	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN HIGH SCHOOL	8/8/2024
SMITH, KAYLA	TEMP TO REHIRE	LIBRARIAN/MEDIA CONSULTANT	NORMAN NORTH HIGH SCHOOL	7/19/2024
SMITH, LARA	TEMP TO REHIRE	FIRST GRADE TEACHER	MONROE ELEMENTARY	8/8/2024
SPROUSE, FILIZ	TEMP TO REHIRE	STUDENT ADVOCACY COORDINATOR	IRVING MIDDLE SCHOOL	7/19/2024
STREATER, CURREN	TEMP TO REHIRE	AGRICULTURE TEACHER	NORMAN HIGH SCHOOL	8/8/2024
SUMMERS, JALYN	TEMP TO REHIRE	ART TEACHER	NORMAN HIGH SCHOOL	8/8/2024
SYLVESTER, AMY	TEMP TO REHIRE	MUSIC TEACHER	EISENHOWER ELEMENTARY	8/8/2024
TASOS, KAYLA	TEMP TO REHIRE	ART TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
TEEMAN, JUSTIN	TEMP TO REHIRE	SPECIAL EDUCATION TEACHER	NORMAN HIGH SCHOOL	8/8/2024
THOMAS, RAVEN	TEMP TO REHIRE	THIRD GRADE TEACHER	ROOSEVELT ELEMENTARY	8/8/2024
THOMAS, SPENCER	TEMP TO REHIRE	FOURTH GRADE TEACHER	EISENHOWER ELEMENTARY	8/8/2024
THOMAS, TROY	TEMP TO REHIRE	P.E. TEACHER	ADAMS ELEMENTARY	8/8/2024
THOMPSON, KRISTA	TEMP TO REHIRE	KINDERGARTEN TEACHER	JACKSON ELEMENTARY	8/8/2024
TRIGG, KIARA	TEMP TO REHIRE	FIFTH GRADE TEACHER	KENNEDY ELEMENTARY	8/8/2024
TRZCINSKI, TAYLOR	TEMP TO REHIRE	SPEECH PATHOLOGIST	LAKEVIEW ELEMENTARY	8/8/2024
WARREN, MADISON	TEMP TO REHIRE	COUNSELOR	EXPANDED	7/19/2024
WAYLAND, NICOLE	TEMP TO REHIRE	INSTRUCTIONAL COACH	ADAMS ELEMENTARY	7/19/2024
WEAVER, ALEXIS	TEMP TO REHIRE	THIRD GRADE TEACHER	LINCOLN ELEMENTARY	8/8/2024
WEAVER, KIMBERLY	TEMP TO REHIRE	PRE-K MUSIC AND MOVEMENT TEACHER	ADAMS ELEMENTARY	8/8/2024
WEICHBRODT, STACIE	TEMP TO REHIRE	GIFTED RESOURCE COODINATOR	TRUMAN PRIMARY	8/8/2024
WHITNEY, LANE	TEMP TO REHIRE	FRENCH TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
WHITTLE, ELIZABETH	TEMP TO REHIRE	COORDINATOR OF PREVENTION SERVICES	ADMINISTRATION SERVICES CENTER	7/19/2024
WILKINSON, JOHN	TEMP TO REHIRE	MATH TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
WILLIAMS, JENNIFER	TEMP TO REHIRE	PHYSCIAL SCIENCE	NORMAN HIGH SCHOOL	8/8/2024
WILLIAMS, KEITH	TEMP TO REHIRE	P.E. TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
WONG, SWEE MEI	TEMP TO REHIRE	MATH TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
WOOD, ERIN	TEMP TO REHIRE	FOURTH GRADE TEACHER	CLEVELAND ELEMENTARY	8/8/2024
YANEZ, PATRICIA	TEMP TO REHIRE	FAMILY/COMMUNITY SUPPORT COORDINATOR	JACKSON ELEMENTARY	7/19/2024
YARTZ, LONDON	TEMP TO REHIRE	SECOND GRADE TEACHER	LAKEVIEW ELEMENTARY	8/8/2024
ZINK, AMANDA	TEMP TO REHIRE	SPEECH PATHOLOGIST	WASHINGTON ELEMENTARY	8/8/2024
ZOVAK, STARR	TEMP TO REHIRE	RESOURCE TEACHER	DIMENSIONS ACADEMY	8/8/2024
NAME	**NEW/REPLACEMENT**	**ASSIGNMENT**	**SITE**	**EFFECTIVE DATE**
ABNEY, BROOKE	TEMP TO REGULAR	RESOURCE TEACHER	JEFFERSON ELEMENTARY	8/8/2024
ANDERSON, MIA	TEMP TO REGULAR	FIRST GRADE TEACHER	WILSON ELEMENTARY	8/8/2024

ARMSTRONG-DIAZ, JENNIFER	TEMP TO REGULAR	MUSIC TEACHER	TRUMAN ELEMENTARY	8/8/2024
BAKER, MATTHEW	TEMP TO REGULAR	ENGLISH TEACHER	NORMAN HIGH SCHOOL	8/8/2024
BANKS, AMANDA	TEMP TO REGULAR	PRE-KINDERGARTEN TEACHER	JEFFERSON ELEMENTARY	8/8/2024
BLACK, TABITHA	TEMP TO REGULAR	ART TEACHER	NORMAN HIGH SCHOOL	8/8/2024
BRUEHL, JACOB	TEMP TO REGULAR	MATH TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
CASH, CHELSEA	TEMP TO REGULAR	FIFTH GRADE TEACHER	REAGAN ELEMENTARY	8/8/2024
CHESLEY, SHERIDAN	TEMP TO REGULAR	KINDERGARTEN TEACHER	KENNEDY ELEMENTARY	8/8/2024
CLARK, COOPER	TEMP TO REGULAR	P.E. TEACHER	TRUMAN PRIMARY	8/8/2024
COFFEY, TAWNYA	TEMP TO REGULAR	ELEMENTARY COUNSELOR	KENNEDY ELEMENTARY	7/29/2024
COLE, DANIEL	TEMP TO REGULAR	SOCIAL STUDIES TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
CONSOLINO, LYNDA	TEMP TO REGULAR	THIRD GRADE TEACHER	WASHINGTON ELEMENTARY	8/8/2024
COWARDIN, ELIZABETH	TEMP TO REGULAR	RESOURCE TEACHER	ROOSEVELT ELEMENTARY	8/8/2024
DEMBOWSKI, ERICKSON	TEMP TO REGULAR	SOCIAL STUDIES TEACHER	NORMAN HIGH SCHOOL	8/8/2024
DOLL, KRISTA	TEMP TO REGULAR	COUNSELOR	IRVING MIDDLE SCHOOL	7/19/2024
DOVE, ANGELIC	TEMP TO REGULAR	AUTISM TEACHER	ROOSEVELT ELEMENTARY	8/8/2024
ELLIS, GRACE	TEMP TO REGULAR	SOCIAL STUDIES TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
ENGEL, MATTHEW	TEMP TO REGULAR	FIFTH GRADE TEACHER	JEFFERSON ELEMENTARY	8/8/2024
FEES, CYNDRA	TEMP TO REGULAR	THIRD GRADE TEACHER	TRUMAN ELEMENTARY	8/8/2024
FERGUSON, ADDYSON	TEMP TO REGULAR	FOURTH GRADE TEACHER	REAGAN ELEMENTARY	8/8/2024
FITZGERALD, ANNA	TEMP TO REGULAR	ASSISTANT BAND TEACHER	NORMAN NORTH HIGH SCHOOL	8/2/2024
FLEMING, ZACHARY	TEMP TO REGULAR	SOCIAL STUDIES TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
FRANTZ, KATELIN	TEMP TO REGULAR	SPANISH TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
GATEWOOD, ABIGAIL	TEMP TO REGULAR	FIFTH GRADE TEACHER	CLEVELAND ELEMENTARY	8/8/2024
GILL, CHRISTIAN	TEMP TO REGULAR	SPECIAL EDUCATION TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
GOMEZ, LACEY	TEMP TO REGULAR	FIFTH GRADE TEACHER	EISENHOWER ELEMENTARY	8/8/2024
GULESERIAN, KELSI	TEMP TO REGULAR	MATH TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
HALL, KATY	TEMP TO REGULAR	ART TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
HALL, LAUREN	TEMP TO REGULAR	P.E. TEACHER	CLEVELAND ELEMENTARY	8/8/2024
HANSON, EMILEE	TEMP TO REGULAR	RESOURCE TEACHER	LINCOLN ELEMENTARY	8/8/2024
HANSKA, CINDY	TEMP TO REGULAR	COUNSELOR	NORMAN NORTH HIGH SCHOOL	7/19/2024
HIRD, XIEMEI	TEMP TO REGULAR	CHINESE TEACHER	NORMAN HIGH SCHOOL	8/8/2024
HORN, SKYLAR	TEMP TO REGULAR	KINDERGARTEN TEACHER	TRUMAN PRIMARY	8/8/2024
JOHNSON, ABIGAIL	TEMP TO REGULAR	THIRD GRADE TEACHER	MADISON ELEMENTARY	8/8/2024
JOHNSON, ALYSSA	TEMP TO REGULAR	SECOND GRADE TEACHER	MCKINLEY ELEMETARY	8/8/2024
JOHNSON, AUBREY	TEMP TO REGULAR	SCIENCE TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
KEELEY, MARLA	TEMP TO REGULAR	FAMILY AND CONSUMER SCIENCES TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
KETCHUM, DEAN	TEMP TO REGULAR	KINDERGARTEN TEACHER	MADISON ELEMENTARY	8/8/2024
KOCH, AMBER	TEMP TO REGULAR	PRE-K MUSIC TEACHER	MADISON ELEMENTARY	8/8/2024
LAMBERT, AMY	TEMP TO REGULAR	PRE-KINDERGARTEN TEACHER	WASHINGTON ELEMENTARY	8/8/2024
LAWSON, NATHAN	TEMP TO REGULAR	SCIENCE TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024

LENTZ, JEANNIE	TEMP TO REGULAR	LANGUAGE ARTS TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
MCCOY-LAROCQUE, MEGAN	TEMP TO REGULAR	MATH TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
MCCRACKEN, MELISSA	TEMP TO REGULAR	FOURTH GRADE TEACHER	ROOSEVELT ELEMENTARY	8/8/2024
MCFALL PRINCE, AMY	TEMP TO REGULAR	SOCIAL STUDIES TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
MAHAND, EMALEE	TEMP TO REGULAR	ENGLISH TEACHER	NORMAN HIGH SCHOOL	8/8/2024
MAIORCA, DEBRA	TEMP TO REGULAR	THIRD GRADE TEACHER	ADAMS ELEMENTARY	8/8/2024
METCALF, MIRANDA	TEMP TO REGULAR	SECOND GRADE TEACHER	MCKINLEY ELEMETARY	8/8/2024
MEYER, CANDICE	TEMP TO REGULAR	COUNSELOR	ALCOTT MIDDLE SCHOOL	7/19/2024
MINYON, LAURA	TEMP TO REGULAR	SPECIAL EDUCATION TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
MOORE, KIMBERLY	TEMP TO REGULAR	FIFTH GRADE TEACHER	WASHINGTON ELEMENTARY	8/8/2024
MORRIS, MACKINZIE	TEMP TO REGULAR	FIRST GRADE TEACHER	CLEVELAND ELEMENTARY	8/8/2024
NELL, JOSEPH	TEMP TO REGULAR	MUSIC TEACHER	REAGAN ELEMENTARY	8/8/2024
NEWTON, MANDY	TEMP TO REGULAR	FOURTH GRADE TEACHER	TRUMAN ELEMENTARY	8/8/2024
NORTON, JOSHUA	TEMP TO REGULAR	P.E. TEACHER	CLEVELAND ELEMENTARY	8/8/2024
ORR, ANDREW	TEMP TO REGULAR	BAND TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
ORR, SARAH	TEMP TO REGULAR	PRE-K MUSIC AND MOVEMENT TEACHER	TRUMAN PRIMARY	8/8/2024
ORTWEIN, ALICIA	TEMP TO REGULAR	SECOND GRADE TEACHER	MCKINLEY ELEMETARY	8/8/2024
PATRICK, IAN	TEMP TO REGULAR	PHYSICS TEACHER	NORMAN HIGH SCHOOL	8/8/2024
PETERSON, MELANIE	TEMP TO REGULAR	THIRD GRADE TEACHER	EISENHOWER ELEMENTARY	8/8/2024
PORCH, DUSTIN	TEMP TO REGULAR	ATHLETIC COORDINATOR	NORMAN NORTH HIGH SCHOOL	7/26/2024
RAY, ANGELA	TEMP TO REGULAR	RESOURCE TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
RHYNES, MELEAH	TEMP TO REGULAR	SCIENCE TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
ROBERTS, RACHEL	TEMP TO REGULAR	RESOURCE TEACHER	MONROE ELEMENTARY	8/8/2024
RUSHING, HANNAH	TEMP TO REGULAR	FIRST GRADE TEACHER	REAGAN ELEMENTARY	8/8/2024
RUSS, KEVIN	TEMP TO REGULAR	FOURTH GRADE TEACHER	KENNEDY ELEMENTARY	8/8/2024
RUSSELL, AMANDA	TEMP TO REGULAR	FOURTH GRADE TEACHER	KENNEDY ELEMENTARY	8/8/2024
SCHANE, MIKAYLA	TEMP TO REGULAR	FOURTH GRADE TEACHER	KENNEDY ELEMENTARY	8/8/2024
SCHMIDT, MARGARET	TEMP TO REGULAR	FOURTH GRADE TEACHER	ADAMS ELEMENTARY	8/8/2024
SCOTT, JUSTIN	TEMP TO REGULAR	THIRD GRADE TEACHER	KENNEDY ELEMENTARY	8/8/2024
SHELTON, MISTI	TEMP TO REGULAR	RESOURCE TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
SILK, BAILEY	TEMP TO REGULAR	FIFTH GRADE TEACHER	KENNEDY ELEMENTARY	8/8/2024
SKOROPOWSKI, BRANDY	TEMP TO REGULAR	GATEWAY TO TECHNOLOGY TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
STANBERRY, GRACE	TEMP TO REGULAR	FIRST GRADE TEACHER	LAKEVIEW ELEMENTARY	8/8/2024
STEELE, MARY	TEMP TO REGULAR	KINDERGARTEN TEACHER	REAGAN ELEMENTARY	8/8/2024
SWIFT, MOLLY	TEMP TO REGULAR	MATH TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
WEPEL, JESSICA	TEMP TO REGULAR	FAMILY AND CONSUMER SCIENCES TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
WHITSON, KYLE	TEMP TO REGULAR	P.E. TEACHER	ROOSEVELT ELEMENTARY	8/8/2024
WILKERSON, KATHLEEN	TEMP TO REGULAR	SCIENCE TEACHER	NORMAN HIGH SCHOOL	8/8/2024
WOODARD, BRYAN	TEMP TO REGULAR	RESOURCE TEACHER	IRVING MIDDLE SCHOOL	8/8/2024

YATES, CONNOR	TEMP TO REGULAR	FOURTH GRADE TEACHER	REAGAN ELEMENTARY	8/8/2024
YOUNG, MARIENNE	TEMP TO REGULAR	THIRD GRADE TEACHER	LINCOLN ELEMENTARY	8/8/2024
ZARAGOZA, DINO	TEMP TO REGULAR	SOCIAL STUDIES TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
ZUCHOWSKI, MATTHEW	TEMP TO REGULAR	MATH TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
RESIGNATIONS:				
NAME		**ASSIGNMENT**	**SITE**	**EFFECTIVE DATE**
ALVARADO, EMILY		FIRST GRADE TEACHER	KENNEDY ELEMENTARY	5/24/2024
ATWOOD, SAMUEL		KINDERGARTEN TEACHER	KENNEDY ELEMENTARY	5/24/2024
BEERS, HOLLY		P.E. TEACHER	JACKSON ELEMENTARY	5/24/2024
BROWN, EMILY		FIRST GRADE TEACHER	LINCOLN ELEMENTARY	5/24/2024
BROWN, JERICHOROSE		ENGLISH LEARNER TEACHER	NORMAN HIGH SCHOOL	5/24/2024
BROWNELL ANDERSON, KALI		LANGUAGE ARTS TEACHER	NORMAN HIGH SCHOOL	5/24/2024
BUCKLEY, CATHERINE		MUSIC TEACHER	MONROE ELEMENTARY	5/24/2024
CLAYBORN, PAYTON		RESOURCE TEACHER	ADAMS ELEMENTARY	5/24/2024
COFER, LINDSEY		FIFITH GRADE TEACHER	ROOSEVELT ELEMENTARY	5/24/2024
COLLINS, CALEB		BIOLOGY TEACHER	NORMAN NORTH HIGH SCHOOL	5/24/2024
COLLINS, KASEY		ENGLISH TEACHER	WHITTIER MIDDLE SCHOOL	5/24/2024
CRUMP, KORTNEY		THIRD GRADE TEACHER	JACKSON ELEMENTARY	5/24/2024
DAVIS, JAN		MUSIC TEACHER	JACKSON ELEMENTARY	5/24/2024
DAVIS, JEREMY		MEDIA TEACHER	NORMAN HIGH SCHOOL	4/12/2024
DEAN, OLIVIA		PRINCIPAL	LINCOLN ELEMENTARY	6/12/2024
DESPAIN, ALONNA		SOCIAL STUDIES TEACHER	ALCOTT MIDDLE SCHOOL	5/24/2024
DICKEY, ALEXIS		ENGLISH TEACHER	NORMAN NORTH HIGH SCHOOL	5/24/2024
DIXON, AUDREY		TEACHER OF THE VISUALLY IMPAIRED	SPECIAL SERVICES	5/24/2024
DOKE, MEGAN		.5 READING SPECIALIST	MONROE ELEMENTARY	5/24/2024
DONICA, PAMELA		MATH TEACHER	WHITTIER MIDDLE SCHOOL	5/24/2024
DVORAK, SYDNEY		MATH TEACHER	ALCOTT MIDDLE SCHOOL	5/24/2024
EDELEN, CARLY		MATH TEACHER	NORMAN HIGH SCHOOL	5/24/2024
HALL, ABIGAIL		THIRD GRADE TEACHER	MONROE ELEMENTARY	5/24/2024
HUMPHREY, JORDAN		FIRST GRADE TEACHER	KENNEDY ELEMENTARY	5/24/2024
JACKSON, ASHTON		FIFTH GRADE TEACHER	CLEVELAND ELEMENTARY	5/24/2024
KIRTLEY, TAYLOR		FIFTH GRADE TEACHER	MADISON ELEMENTARY	5/24/2024
KREYMER, CAMRY		LANGUAGE ARTS TEACHER	LONGFELLOW MIDDLE SCHOOL	5/24/2024
L'HOMMEDIEU, CAYLEIGH		LIBRARIAN	MONROE ELEMENTARY	5/24/2024
LACY-SCOTT, LEEANNE		LANGUAGE ARTS TEACHER	ALCOTT MIDDLE SCHOOL	5/24/2024
LIVINGSTON, HANNAH		GIFTED RESOURCE COORDINATOR	CLEVELAND ELEMENTARY	5/24/2024
MORRIS, MONTANNA		MATH TEACHER	NORMAN HIGH SCHOOL	5/24/2024
NOMAN, AMBRIA		MATH TEACHER	NORMAN HIGH SCHOOL	5/24/2024
RIGGLE, MALORIE		FIFTH GRADE TEACHER	JACKSON ELEMENTARY	5/24/2024

ROBBINS, KATHY		EXPANDED COUNSELOR	EXPANDED	6/6/2024
SIMPSON, SARA		THIRD GRADE TEACHER	REAGAN ELEMENTARY	5/24/2024
SPRUILL, OLIVIA		THIRD GRADE TEACHER	TRUMAN ELEMENTARY	5/24/2024
STEVENS, STEVIE		SECOND GRADE TEACHER	MONROE ELEMENTARY	5/24/2024
SULLIVAN, APRIL		SPECIAL EDUCATION AUTISM TEACHER	MONROE ELEMENTARY	5/24/2024
THOMPSON, SARAH		SPEECH PATHOLOGIST	ADAMS ELEMENTARY	5/30/2024
VIRNAU, HANNAH		ENGLISH TEACHER	NORMAN HIGH SCHOOL	5/24/2024
WAGGONER, NATASHA		.5 ENGLISH/CREATIVE WRITING TEACHER	NORMAN NORTH HIGH SCHOOL	5/24/2024
WALKER, KRISTEN		SPECIAL EDUCATION TEACHER	EISENHOWER ELEMENTARY	5/24/2024
WALKER, TYLER		GATEWAY TO TECHNOLOGY TEACHER	LONGFELLOW MIDDLE SCHOOL	5/24/2024
WELLMAN, NOEL		SPANISH TEACHER	WHITTIER MIDDLE SCHOOL	5/24/2024
WILBUR, SHAE		SOCIAL STUDIES TEACHER	ALCOTT MIDDLE SCHOOL	5/24/2024
YARBOROUGH, NORA		FIRST GRADE TEACHER	MCKINLEY ELEMENTARY	3/25/2024
ZEARLEY, JENSEN		COUNSELOR	NORMAN HIGH SCHOOL	5/24/2024
RETIRING:				
NAME		**ASSIGNMENT**	**SITE**	**EFFECTIVE DATE**
BOWLES, LIESL		FIFTH GRADE TEACHER	ROOSEVELT ELEMENTARY	5/24/2024
CAGLE, TERA		GIFTED RESOURCE COORDINATOR	ADAMS ELEMENTARY	5/24/2024
COLWELL, SANDRA		FIRST GRADE TEACHER	EISENHOWER ELEMENTARY	5/24/2024
DUGGER, DEJI		GIFTED RESOURCE TEACHER	EISENHOWER ELEMENTARY	5/24/2024
GOFF, ANN		P.E. TEACHER	LINCOLN ELEMENTARY	5/24/2024
KEEL, JOHNNIE		GIFTED AND TALENTED TEACHER	TRUMAN ELEMENTARY	5/24/2024
LASSITER, JANET		RESOURCE BEHAVIOR TEACHER	MADISON ELEMENTARY	5/24/2024
RAIBER, LISA		READING SPECIALIST	MONROE ELEMENTARY	5/24/2024
SONDAG, RICHARD		WORLD HISTORY TEACHER	NORMAN NORTH HIGH SCHOOL	5/24/2024
TUNE, LUANNE		MUSIC TEACHER	TRUMAN ELEMENTARY	5/24/2024
VANDERBURG, DEWAYNE		P.E. TEACHER	IRVING MIDDLE SCHOOL	5/24/2024
Respectfully Submitted,				
Superintendent				
*Worked Prior to Board Approval				

ATTACHMENT B

Norman Public Schools
Norman, Oklahoma
Support Personnel Report
4/22/2024

ADJUNCT COACHES

NAME	NEW/REPLACEMENT	ASSIGNMENT	SITE	EFFECTIVE DATE
LANEY, BRANDY	REPLACEMENT	7TH/8TH HEAD GIRLS TENNIS COACH	ALCOTT MIDDLE	3/14/2024

RECOMMENDATIONS/ TEMPORARY EMPLOYMENT

NAME	NEW/REPLACEMENT	ASSIGNMENT	SITE	EFFECTIVE DATE
BOONE, ROBERT	REPLACEMENT	PLUMBER	CENTRAL SERVICES CENTER	4/10/2024
BOWLING, LIESL	REPLACEMENT	HIGHLY QUALIFIED TEACHER ASSISTANT	MONROE ELEMENTARY	4/15/2024
COLE, CASEY	NEW	HIGHLY QUALIFIED TEACHER ASSISTANT	WHITTIER MIDDLE	3/26/2024
GAINES, CHELSEA	NEW	HIGHLY QUALIFIED TEACHER ASSISTANT	WHITTIER MIDDLE	3/26/2024
GATLIN, JENNIFER	NEW	HIGHLY QUALIFIED TEACHER ASSISTANT	WHITTIER MIDDLE	3/26/2024
HIGHTOWER, MASON	REPLACEMENT	HIGHLY QUALIFIED TEACHER ASSISTANT	IRVING MIDDLE	3/28/2024
JACKSON, GLENN	REPLACEMENT	LOCKSMITH/GLAZIER	CENTRAL SERVICES CENTER	3/18/2024
ORUM, PAMELA	REPLACEMENT	BUS MONITOR	TRANSPORTATION	4/9/2024
ROBERTS, ROBERT	REPLACEMENT	BUS MONITOR	TRANSPORTATION	3/26/2024
SANCHEZ, JACQUELIN	NEW	HIGHLY QUALIFIED TEACHER ASSISTANT	WASHINGTON ELEMENTARY	3/26/2024
STANCIU, JENNIFER	REPLACEMENT	PRE K TEACHER ASSISTANT	LINCOLN ELEMENTARY	3/26/2024
UTLEY, TERRY	REPLACEMENT	COMPUTER SUPPORT MANAGER	TECHNOLOGY SERVICE	4/8/2024
WALTERS, DAWN	REPLACEMENT	WAREHOUSE WORKER/DRIVER	WAREHOUSE	3/26/2024

RESIGNATIONS:

NAME		ASSIGNMENT	SITE	EFFECTIVE DATE
ADAMS, TAMYRA		HOURLY CAFETERIA MONITOR	WASHINGTON ELEMENTARY	2/15/2024
CALVERT, ALTHEA		RESOURCE TEACHER ASSISTANT	CLEVELAND ELEMENTARY	5/23/2024
CHEZEM, CALEY		AUTISM TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	5/23/2024
DEE, FRANCES		PRE K TEACHER ASSISTANT	EISENHOWER ELEMENTARY	5/23/2024
FOSTER, MICHAEL		BUS MONITOR	TRANSPORTATION	4/15/2024
GARNER, JAMES		BUS MONITOR	TRANSPORTATION	3/27/2024
HIXON, ROBBIE		CLASS SIZE TEACHER ASSISTANT	EISENHOWER ELEMENTARY	3/11/2024
HOWERTER, VIRGINIA		RESOURCE TEACHER ASSISTANT	TRUMAN ELEMENTARY	5/23/2024
L'HOMMEDIEU, KARLA		OFFICE ASSISTANT	MONROE ELEMENTARY	5/30/2024
MARTIN, CHRISTY		RESOURCE TEACHER ASSISTANT	WILSON ELEMENTARY	3/12/2024
MATTHEWS, CARRIE		OCCUPATIONAL THERAPIST ASSISTANT	SPECIAL SERVICE CENTER	5/30/2024
MORSE, VALERIE		RESOURCE TEACHER ASSISTANT	TRUMAN ELEMENTARY	5/23/2024
NETT, JENNIFER		LICENSED PRACTICAL NURSE	HEALTH SERVICE CENTER	5/24/2024
PATTERSON, WILLIAM		BUS DRIVER	TRANSPORTATION	4/2/2024
PRICE, ALTHEA		RESOURCE TEACHER ASSISTANT	LAKEVIEW ELEMENTARY	3/1/2024
ROLLINS, AMANDA		AUTISM TEACHER ASSISTANT	MONROE ELEMENTARY	5/23/2024
SANCHEZ-WRIGHT		HIGHLY QUALIFIED TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	3/26/2024
SKITT, CASSIDY		HEALTH ASSISTANT	ADAMS ELEMENTARY	5/24/2024
SNELSON, TERESA		BUS MONITOR	TRANSPORTATION	3/8/2024

STATES, ONDREA		ATTENDANCE SECRETARY	WILSON ELEMENTARY	4/24/2024
TUCKER, BRADIN		RESOURCE TEACHER ASSISTANT	NORMAN HIGH	5/23/2024
TURNER, DANIELLE		RESOURCE TEACHER ASSISTANT	REAGAN ELEMENTARY	5/23/2024
RETIRING:				
NAME		**ASSIGNMENT**	**SITE**	**EFFECTIVE DATE**
FOLLOWWILL, MICHAEL		WAREHOUSE SUPERVISOR	WAREHOUSE	7/8/2024
FOLLOWWILL, RHONDA		PAYROLL SPECIALIST	ADMINISTRATIVE SERVICE CENTER	7/8/2024
O'BRIAN, BRENDA		CHIEF FINANCIAL OFFICER	ADMINISTRATIVE SERVICE CENTER	7/1/2024
MCREYNOLDS, GEORGINA		BUS MONITOR	TRANSPORTATION	5/23/2024
SEBESTYEN, NANCY		OFFICE ASSISTANT	TRUMAN ELEMENTARY	5/30/2024
WHITED, BONNIE		ATTENDANCE SECRETARY	LINCOLN ELEMENTARY	5/24/2024
Respectfully Submitted,				
Superintendent				
*Worked Prior to Board Approval				

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Title: French Honor Society Cords and Certificates
Site: Norman High
Goal: $100.00
Start Date
Apr 04, 2024
End Date
May 10, 2024
Question Responses

SuccessFund is the fundraiser management platform of Norman Public Schools. Will you use SuccessFund to accept payments?

No

Please describe how you will be collecting and accounting for funds in accordance with district policy.
Cash donations are/have been submitted to the French Club Account

Please agree to abide by all of the following procedural safeguards:
I agree

Does your fundraiser include food or beverage?
No

Who will participate and benefit from the fundraiser?
French Honor Society Students

What type of fundraiser is this? (sale, raffle, crowdfunding, etc.)
dues collection

What district employee will oversee the fundraiser and what is their phone number and email address?
Alina Bagajewicz 61.0864

How will the funds be used?
To purchase cords and certificates

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Title: Student Council and Tigerpalooza Banquet 2024
Site: Norman High
Goal: $1,000.00
Start Date
Apr 05, 2024
End Date
May 31, 2024
Question Responses

SuccessFund is the fundraiser management platform of Norman Public Schools. Will you use SuccessFund to accept payments?
Yes

Please agree to abide by all of the following procedural safeguards:
I agree

Does your fundraiser include food or beverage?
Yes

Who will participate and benefit from the fundraiser?
people attending the banquet 61.0943

What type of fundraiser is this? (sale, raffle, crowdfunding, etc.)
ticket sales

What district employee will oversee the fundraiser and what is their phone number and email address?
Madison McDaniel

How will the funds be used?
to pay for food

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Title: Norman High School Culture Day 2024
Site: Norman High
Goal: $500.00
Start Date
Mar 14, 2024
End Date
Apr 13, 2024
Question Responses

SuccessFund is the fundraiser management platform of Norman Public Schools. Will you use SuccessFund to accept payments?
Yes

Please agree to abide by all of the following procedural safeguards:
I agree

Does your fundraiser include food or beverage?
No

Who will participate and benefit from the fundraiser?
NHS Heritage Clubs (AAPIA, Latine Heritage Student Association, BSU, Native American Club) 61.1903

What type of fundraiser is this? (sale, raffle, crowdfunding, etc.)
Crowdfunding: this will be a place where sponsors for Culture Day can donate online if they wish

What district employee will oversee the fundraiser and what is their phone number and email address?
Stephanie Pham

How will the funds be used?
To purchase decorations or other materials necessary for Culture Day

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Title: FCCLA Graduation Stole and Cords
Site: Norman North
Goal: $500.00
Start Date
Mar 28, 2024
End Date
Apr 09, 2024
Question Responses

SuccessFund is the fundraiser management platform of Norman Public Schools. Will you use SuccessFund to accept payments?
Yes

Please agree to abide by all of the following procedural safeguards:
I agree

Does your fundraiser include food or beverage?
No

Who will participate and benefit from the fundraiser?
FCCLA Senior Members 61.0899

What type of fundraiser is this? (sale, raffle, crowdfunding, etc.)
Members will order their preference. NNHS FCCLA will use the chapter account to make the purchase online and then distribute each order upon delivery.

What district employee will oversee the fundraiser and what is their phone number and email address?
Sherri Jones

How will the funds be used?
Members will order their preference. NNHS FCCLA will use the chapter account to make the purchase online and then distribute each order upon delivery.

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Title: Your Support = Service, Leadership and Opportunities for Members
Site: Norman North
Goal: $1,200.00
Start Date
Apr 03, 2024
End Date
Apr 24, 2024
Question Responses

SuccessFund is the fundraiser management platform of Norman Public Schools. Will you use SuccessFund to accept payments?
Yes

Please agree to abide by all of the following procedural safeguards:
I agree

Does your fundraiser include food or beverage?
No

Who will participate and benefit from the fundraiser?
FCCLA Members 61.0899

What type of fundraiser is this? (sale, raffle, crowdfunding, etc.)
Donations

What district employee will oversee the fundraiser and what is their phone number and email address?
Sherri Jones

How will the funds be used?
Funds will be used to pay for leadership opportunities, association fees, community service projects, workshops, competition expenses, and other educational leadership opportunities.

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Title: Guess a donation
Site: Irving
Goal: $1,500.00
Start Date
Apr 10, 2024
End Date
Apr 29, 2024
Question Responses

SuccessFund is the fundraiser management platform of Norman Public Schools. Will you use SuccessFund to accept payments?
No

Please describe how you will be collecting and accounting for funds in accordance with district policy.
We will accept cash and checks from the students, money will be turned in daily as we get it.

Please agree to abide by all of the following procedural safeguards:
I agree

Does your fundraiser include food or beverage?
No

Who will participate and benefit from the fundraiser?
Cheerleaders 61.0834

What type of fundraiser is this? (sale, raffle, crowdfunding, etc.)
donations

What district employee will oversee the fundraiser and what is their phone number and email address?
Alyson Shives

How will the funds be used?
For camp and other needed items

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Title: World's Finest Chocolate Fundraiser
Site: Jackson
Goal: $400.00
Start Date
Apr 08, 2024
End Date
Apr 25, 2024

Question Responses

SuccessFund is the fundraiser management platform of Norman Public Schools. Will you use SuccessFund to accept payments?
Yes

Please agree to abide by all of the following procedural safeguards:
I agree

Does your fundraiser include food or beverage?
Yes

Who will participate and benefit from the fundraiser?
Students 61.0866

What type of fundraiser is this? (sale, raffle, crowdfunding, etc.)
sale

What district employee will oversee the fundraiser and what is their phone number and email address?
Gina Bolding and Ronda LaShay

How will the funds be used?
Supplies, copy paper, paint, cardstock

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Title: McKinley Yearbooks
Site: McKinley
Goal: $100.00
Start Date
Oct 02, 2023
End Date
Apr 30, 2024

Question Responses

SuccessFund is the fundraiser management platform of Norman Public Schools. Will you use SuccessFund to accept payments?
No

Please describe how you will be collecting and accounting for funds in accordance with district policy.
Yearbooks will be purchased through the Balfour website

Does your fundraiser include food or beverage?
No

Who will participate and benefit from the fundraiser?
5th grade 61.0866

What type of fundraiser is this? (sale, raffle, crowdfunding, etc.)
sale

What district employee will oversee the fundraiser and what is their phone number and email address?
Carol Emerson

How will the funds be used?
Funds will be used to buy yearbooks for fifth graders for the following year.

Norman Public Schools
Fundraising Activity Request (including food fundraisers*)

Title: 5th Grade Frozen Fruit Bars
Site: McKinley
Goal: $100.00
Start Date
Apr 05, 2024
End Date
May 17, 2024
Question Responses

SuccessFund is the fundraiser management platform of Norman Public Schools. Will you use SuccessFund to accept payments?
No

Please describe how you will be collecting and accounting for funds in accordance with district policy.
5th grade students will collect money in the morning and serve the fruit bars after lunch during recess.

Please agree to abide by all of the following procedural safeguards:
I agree

Does your fundraiser include food or beverage?
Yes

Who will participate and benefit from the fundraiser?
5th grade 61.0873

What type of fundraiser is this? (sale, raffle, crowdfunding, etc.)
sale

What district employee will oversee the fundraiser and what is their phone number and email address?
Carol Emerson

How will the funds be used?
Funds will be used for 5th grade activities/yearbooks

NORMAN PUBLIC SCHOOLS

School Year 2024 - 2025

Derivita is a math technology platform created from the ground up by the cofounder of Canvas, Devlin Daley. Derivita is built around a proprietary computer algebra system (CAS) and powerful coding language that provides math educators with a library of 100,000+ questions from Grade 6 Math to Calculus.

A standard license of Derivita includes the following:

- Unlimited access to Derivita's library of 100,000+ math questions from Algebra to Calculus.
- Unlimited assignment, quiz, and exam creation for an unlimited number of classes including unlimited uploads of students' handwritten work.
- Unlimited access to SpotCheck for real-time, online class participation
- Seamless Canvas integration and admin support.
- Easily configurable browser lockdown settings for increased quiz and exam security.
- Phone and email support for teachers, coaches, technology specialists, and admins.

K-12 Standard Software Licensing: Annual Price Per Student (districts)				
Contract Term	**0-1,000 students**	**1,001-2,500 students**	**2,501-5,000 students**	**5,000-9,999 students**
1 year	$28.00	$26.00	$24.00	$22.00
3 year	$24.00	$22.00	$20.00	$18.00

Software License: 7,752 students (ALL students Grades 6-12)	
$22.00 per student X 7,752 students	$170,544.00
Less School Innovation Program Discount	-$133,454.00
Total Software License Fee for ALL students Grades 6-12	**$37,090.00**

The information contained in this document may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this document is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this document, or any of its contents, is strictly prohibited. If you have received this document in error, please destroy all copies.

PRODUCT ORDER FORM

Reference: This Product Order Form is issued pursuant to and incorporates and is subject to the Software as a Service Agreement executed between Derivita, Inc., a Delaware corporation ("Derivita") and **Norman Public Schools** (the "Customer") with an Effective Date of **July 1, 2024**.

Customer Name:	Norman Public Schools		
Billing Contact Name:	Cameron Cox, Director of Purchasing		
Billing Address:	131 South Flood Avenue		
City:	Norman	**State:**	OK
Zip Code:	73069	**Phone Number:**	(405) 447-6553
Email Address:	purchasing@norman.k12.ok.us		

Customer desires to purchase and utilize the Derivita product(s) listed below pursuant to the terms of this Product Order Form.

Catalog Item	Product Description	Units	Total
USER-K12-ANNUAL	Derivita™ software – per student license, 12 months	7,752 (All Norman Students Grades 6-12)	$37,090.00
		TOTAL	**$37,090.00**

Payment Schedule	
Payment due upon execution of SaaS agreement	$37,090.00
TOTAL	**$37,090.00**

[ ] Initial if Tax Exempt. If tax exempt, Customer must provide a tax exempt certificate within 5 business days of execution of this Order Form.

[ ] Initial if Not Tax Exempt

Term : The purchase period for Derivita products ordered pursuant to this Product Order Form shall commence on **July 1, 2024** and end on **June 30, 2025**, ("Term"). Subject to the terms of the Agreement and this Product Order Form, Customer's Prices for the Derivita products during the Term shall apply to any additional Customer orders for the Derivita products offered in this Product Order Form. Upon the expiration of the Term, Customer shall no longer have the right to order or purchase Derivita products pursuant to this Product Order Form.

By signing below, each party acknowledges that it has read, understood and agrees to be bound by the terms and conditions of this Agreement, including the Derivita Terms of Service, and that the person signing is duly authorized to do so.	
Signature:	Signature:
Name: Mark A. Webb	Name:
Title: Chief Financial Officer	Title:
Date:	Date:

Client Order

Q-146836

530 Technology Dr Suite 100
Irvine, California 92618
(949) 656-3133
https://www.illuminateeducation.com/

Prepared Date:	4/25/2022	Customer:	Norman Public Schools
Valid Through:	7/15/2022	Address:	131 S Flood Ave Norman, Oklahoma 73069
Prepared By:	Jay Anderson		
		Contact:	Ann Rosales
Start Date:	7/1/2022	Phone:	(405) 880-3207
End Date:	6/30/2025		
Quote Term:	36		

Year 1

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
8,000	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	$7.25	$58,000.00
1	Training - FASTflix Subscription - Tier 5	On demand, web-based library of FastBridge training courses. Annual district subscription - 5,000 or more students	$3,500.00	$3,500.00
			Year 1 Subtotal:	$61,500.00
			Year 1 Grand Total:	$61,500.00

Year 2

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
8,000	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	$7.25	$58,000.00
1	Training - FASTflix Subscription - Tier 5	On demand, web-based library of FastBridge training courses. Annual district subscription - 5,000 or more students	$3,500.00	$3,500.00
			Year 2 Subtotal:	$61,500.00
			Year 2 Grand Total:	$61,500.00

Year 3

Dates: 7/1/2024 - 6/30/2025

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
8,000	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	$7.75	$62,000.00
1	Training - FASTflix Subscription - Tier 5	On demand, web-based library of FastBridge training courses. Annual district subscription - 5,000 or more students	$3,500.00	$3,500.00
			Year 3 Subtotal:	$65,500.00
			Year 3 Grand Total:	$65,500.00

Any Client request to reimport, align, merge, or otherwise manipulate data that has already been integrated will be subject to an additional fee. If the Client requests that Illuminate make any integration efforts after initial setup, the initial fees will be as follows: integrating with a new SIS $5,000; merging instances or splitting instances $10,000.

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.
All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.

(b). **"Client Personnel"** means Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.

(c). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(d). "**Embedded Applications**" means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.

(e). **"Licensed Products"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(f). **"Professional Service(s)"** means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.

(g). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(h). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(i). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 ("**Termination**").

(j). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate's discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or

Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client**. Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities**. To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period**. All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration**. Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees**. All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "**Fees**". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases**. Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed

Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 15 ("**Termination**").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients)**. Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (***FAST product customers only***) and/or University of Virginia (***PALS product customers only***) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

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

10. Disclaimers.

(a). DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use

the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

> **ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to Legal@illuminateed.net, and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience**. For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminated in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment**. Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client

is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding**. Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, , as set forth in Section 9 ("**Confidential Information"**); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure**. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver**. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature**. Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights**. This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

Extension Addendum

THIS EXTENSION (hereinafter the "Extension") of the Agreement is entered into as of **April 22, 2024** between the Independent School District No. 29 of Cleveland County, Oklahoma, d/b/a Norman Public Schools (hereafter referred to as "Norman"), and AlphaBEST Education, Inc., a corporation organized under the laws of the State of North Carolina, with a usual place of business at 620 N. Patterson Ave., Winston-Salem, NC 27101, individually a "Party" and collectively the "Parties".

WHEREAS, Norman and AlphaBEST have entered into a contract for the provision of Before and After School Child Care Services, dated April 11, 2022 (the "Existing Agreement"), which is herein incorporated by reference. The term of said Existing Agreement commences on July 1, 2022, and is set to expire on June 30, 2023, with options to extend the Existing Agreement for four (4) additional one-year terms.

WHEREAS, Norman previously elected its option to extend the term of the Existing Agreement for additional terms through June 30, 2024.

WHEREAS, Norman has elected to further extend the term of the Existing Agreement for an additional one (1) year through June 30, 2025.

NOW, THEREFORE, for good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Norman and AlphaBEST agree that the term of the Existing Agreement is hereby extended through June 30, 2025 (the "Extended Term"), unless earlier terminated in accordance with the provisions of the Existing Agreement.

2. During the Extended Term, the registration, tuition fees and discounts for the Before and After School Child Care Services provided by AlphaBEST shall be as follows:

Registration	$55.00 per family
Siblings	10%*
Reduced Lunch	25%*
Free Lunch	50%*
Eligible for Subsidy Reimbursement	100%**
District Employee	100%***
Late payment fee	$15.00 per occurrence
Late pick-up fee for 1 – 15 minutes	$15.00
Late pick-up fee for 16 – 30 minutes	$30.00
Late pick-up fee for 31 or more minutes	$1.00 each additional minute per family
Returned Check Fee	$25.00
NSF fees	Maximum allowable by law

*Only applicable to five-day care. Families may elect only one discount option.

**Families eligible for free and reduced lunch (FRL) can receive up to a 100% discount after proof of FRL eligibility, a subsidy application, and receipt of approval for a child care subsidy voucher have been completed. AlphaBEST will work closely with each family to guide them through the entire process. Until AlphaBEST is in receipt of a child care subsidy voucher, FRL families will be eligible for a 50% tuition discount. If an approved child care subsidy voucher is less than the amount of tuition, families will be responsible for a co-pay equivalent to the difference.
***Norman employees receive a 100% discount towards all registration and tuition fee options on employee contract days.

2024 – 2025 Fee Schedule				
Enrollment Type	**Before School**	**After School**	**Before and After School**	**Frequency**
5 days per week	$41.00	$78.00	$109.00	Per week
4 days per week	$39.00	$73.00	$103.00	Per week
3 days per week	$34.00	$66.00	$93.00	Per week
2 days per week	$26.00	$52.00	$72.00	Per week
1 day per week	$13.00	$27.00	$36.00	Per week

2024 – 2025 Fee Schedule (Pre-k Only)				
Enrollment Type	**Before School**	**After School**	**Before and After School**	**Frequency**
5 days per week	$46.00	$83.00	$114.00	Per week
4 days per week	$44.00	$78.00	$108.00	Per week
3 days per week	$39.00	$71.00	$98.00	Per week
2 days per week	$31.00	$57.00	$77.00	Per week
1 day per week	$19.00	$32.00	$41.00	Per week

2024 – 2025 Alternative Fee Options for Enrolled Students		
Enrollment Type	**Fee**	**Frequency**
Full-Day Care	$57.00	Per day
Full-Week Care	$155.00	Per week

2024 – 2025 Alternative Fee Options for Non-Enrolled Students****		
Enrollment Type	**Fee**	**Frequency**
Flexible Scheduling/Drop-in (Before or After)	$15.00	Per day

****Non-enrolled families must register at least seven (7) days prior to attendance.

3. Except as expressly modified hereby in the Extension, the Existing Agreement shall remain in full force and effect, and the terms and conditions thereof shall govern the services provided by AlphaBEST during the Extended Term. This Extension shall be construed and enforced in accordance with the substantive laws of the State of Oklahoma. This Extension, together with the Existing Agreement, represents the entire agreement of the Parties with respect to its subject matter and may not be modified in any manner except by a written instrument signed by both Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Parties agree as follows:

4. **Summer Programs**: Norman and AlphaBEST agree that AlphaBEST shall operate the following Summer Programs beginning and ending on dates to be mutually agreed upon by the Parties.

    a. Full-Day Summer Excursions Day Camp Programs ("Full-Day Programs")
        i. Full-Day Programs will be offered for 11 weeks beginning May 29, 2024 through August 6, 2024 for rising kindergarten through 6th grade students.
        ii. Full-Day Programs will be offered from 7:00 a.m. – 6:00 p.m. Mondays through Fridays.
        iii. Full-Day Programs will be offered at two (2) program sites.
    b. Work Day Camp for children of Norman employees ("Work Day Camp")
        i. Work Day Camp will be offered from August 8, 2024 through August 14, 2024.
    c. Going Places Afternoon Camp ("Going Places")
        i. Going Places will be offered from June 10, 2024 through June 28, 2024 and July 8, 2024 through July 26, 2024, from 1 p.m. to 4:00 p.m. with options for child care from 4:00 p.m. to 6:00 p.m.

5. **Summer Programs Fee Schedule**: For the Summer Programs provided by AlphaBEST, the tuition fees and discounts shall be as follows.

Full-Day Summer Excursions Programs

Registration Fee Options $20.00/student (non-refundable)
$50.00/3+ students (non-refundable)

2024 Fee Schedule*		
Enrollment Type	**Fee**	**Frequency**
5 days per week	$150.00	Per week
5 days per week – Siblings	$125.00	Per week

*Up to 260 Norman day employees will receive a 30% discount. The discounted cost will be $105.00 per week.

Work Day Camp will be offered at no cost for children of Norman employees who are working during back to school professional development days.

Going Places

2024 Fee Schedule		
Enrollment Type	**Fee**	**Frequency**
Half-Day	$100.00	Per week
Optional after care	$40.00	Per week

6. **Terms and Conditions**: Except as expressly modified hereby in this Second Addendum, all terms and conditions of the Existing Agreement between Norman and AlphaBEST shall remain unchanged and in full force and effect.

7. **Entire Agreement**: The Existing Agreement and this Second Addendum constitute the entire Agreement of the Parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or in writing, pertaining to said subject matter and may not be modified in any manner except by a written instrument signed by both Parties.

IN WITNESS WHEREOF, Norman and AlphaBEST have executed this Extension with intended effect as of the Effective Date first above written.

[Separate Signature Page Follows]

SEPARATE SIGNATURE PAGE TO
EXTENSION ADDENDUM

NORMAN PUBLIC SCHOOLS	ALPHABEST EDUCATION, INC.
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ANNUAL RATIFICATION OF LIBRARY AUTOMATION SERVICES AGREEMENT BETWEEN PIONEER LIBRARY SYSTEM AND INDEPENDENT SCHOOL DISTRICT I-29 OF CLEVELAND COUNTY (NORMAN PUBLIC SCHOOLS)

This Annual Ratification dated this 26th day of March, 2024, is between the Pioneer Library System, "Pioneer", and Independent School District I-29 (Norman Public Schools) "District".

WITNESSETH:

WHEREAS, District and Pioneer entered into a Library Automation Services Agreement dated October 1, 2000 (the "Agreement"); and

WHEREAS, paragraph 16 of the Agreement provides that the contract may by mutual consent and ratification of the parties be renewed annually on terms and conditions to be agreed upon.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. That for the fiscal year beginning July 1, 2024, and ending June 30, 2025, Independent School District I-29 of Cleveland County, Oklahoma, agrees to pay to the Pioneer Library System the following sums, to-wit:

Item	Cost
SirsiDynix (25 locations)	$35,471.85

Amount includes 2 sure-sailing calls per year, 4 consulting hours for custom development, and 1 instructor-led online course.

2. That the parties hereto mutually consent and ratify the agreement for the fiscal year beginning July 1, 2024, through June 30, 2025, and the agreement shall remain unchanged and in full force and effect subject to the payments above-described.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Ratification Agreement as of the date indicated above.

INDEPENDENT SCHOOL DISTRICT I-29 OF CLEVELAND COUNTY (NORMAN PUBLIC SCHOOLS)

By: _____
Dirk O'Hara, President

_____
Dr. Nick Migliorino, Superintendent

PIONEER LIBRARY SYSTEM

By: _____

Nicolle Carr
Chair, PLS Board of Trustees

_____
Lisa Wells
Pioneer Library System Executive Director

Pioneer LIBRARY SYSTEM
pioneerlibrarysystem.org

PIONEER LIBRARY SYSTEM
300 Norman Center Court
Norman, OK 73072
405.801.4500

BLANCHARD PUBLIC LIBRARY
205 NE 10th St
Blanchard, OK 73010
405.485.2275

McLOUD PUBLIC LIBRARY
133 N Main St
McLoud, OK 74851
405.788.4132

MOORE PUBLIC LIBRARY
225 S Howard Ave
Moore, OK 73160
405.793.5100

NEWCASTLE PUBLIC LIBRARY
PO Box 780
705 NW 10th St
Newcastle, OK 73065
405.825.1965

NOBLE PUBLIC LIBRARY
PO Box 2120
204 N 5th St
Noble, OK 73068
405.872.5713

NORMAN PUBLIC LIBRARY CENTRAL
103 W Acres St
Norman, OK 73069
405.701.2600

NORMAN PUBLIC LIBRARY EAST
3501 E Alameda St
Norman, OK 73071
405.217.0770

NORMAN PUBLIC LIBRARY WEST
300 Norman Center Court
Norman, OK 73072
405.701.2644

PURCELL PUBLIC LIBRARY
919 N 9th Ave
Purcell, OK 73080
405.527.5546

SHAWNEE PUBLIC LIBRARY
101 N Philadelphia Ave
Shawnee, OK 74801
405.275.6353

SOUTHWEST OKLAHOMA CITY PUBLIC LIBRARY
2201 SW 134th St
Oklahoma City, OK 73170
405.979.2200

TECUMSEH PUBLIC LIBRARY
114 N Broadway St
Tecumseh, OK 74873
405.598.5955

March 15, 2024

Norman Public Schools
ATTN: Amanda Kordeliski, Director of Libraries & Instructional Technology
4100 North Flood
Norman, OK 73069

Dear Amanda,

The budget estimate for the Integrated Library System agreement for services covering the year from July 1, 2024 to June 30, 2025 per our annually renewable agreement is as follows:

PLS/SirsiDynix annual costs = $35,471.85

This amount will be on the Agreement put forth for Board approvals.

Sincerely,

Janice Bailey

Janice Bailey
Director of Technology & System Services
Pioneer Library System
300 Norman Center Court | Norman, OK 73072
O: 405.801-4560
C: 405.205.5890

DocuSign Envelope ID: A0F526A4-B571-441B-84F7-25F95D589F01

Canva for Education Order Form

This Order Form sets forth the services ordered by the educational institution identified below ("Educational Institution") to be provided by Canva US, Inc. ("Canva") and is effective as of the date of Educational Institution's signature below ("Effective Date").

Contact Information

Educational Institution:	Norman Public Schools	Primary Contact Name:	Amanda Kordeliski
Address:	131 South Flood Avenue, Norman, Oklahoma 73069, United States	Primary Contact Title	Director of Libraries and Instructional Technology
		Primary Contact Email:	akordelis2@norman.k12.ok.us

Order

Service	Subscription Term	Licensed Users	Subscription Fees
Canva for Education	36 months commencing on the Effective Date	Students, Faculty, and Staff of Educational Institution	N/A

Terms & Conditions

This Order Form is governed by the terms of the Canva Subscription Service Agreement updated on November 5, 2021 and available at: https://www.canva.com/policies/enterprise-ssa/. All references to 'Customer' in the Subscription Service Agreement shall mean and refer to Educational Institution. The Canva for Education Addendum attached hereto is incorporated into this Order Form. If Canva has entered into an agreement governing Canva's processing of personal data on behalf of Educational Institution ("DPA") with Educational Institution or with an entity that operates or directly supports Educational Institution, such DPA is incorporated into this Order Form.

By executing below, Educational Institution and Canva agree to be bound by all terms and conditions of the Subscription Service Agreement, this Order Form, the Canva for Education Addendum, and any applicable DPA (collectively, the "Agreement"). The Agreement may not be updated or amended without written agreement between the parties. Any capitalized terms that are not defined in this Order Form shall have the meaning set forth in the Subscription Service Agreement.

Customer

Signature: Daniel C Shell

Name: Dr Daniel Snell

Title: Board President

Date: 3-7-2022

Canva US, Inc.

DocuSigned by:

Signature: Jason Wilmot

8264BAECB1E147B...

Name: Jason Wilmot

Title: Head of Education

Date: March 9, 2022

DocuSign Envelope ID: A0F526A4-B571-441B-84F7-25F95D589F01

Canva for Education Addendum

This Canva for Education Addendum ("Addendum") is a part of Canva's Subscription Service Agreement and sets forth additional and/or amended terms for Canva for Education. These terms apply only to the extent you are a public or private K-12 school that is either institutionally accredited by an accrediting agency nationally recognized by the U.S. Secretary of Education or, in the case of public K-12 institutions, recognized or approved by the Department of Education of the State in which it is located ("Educational Institution") and using Canva for Education.

The following amendments are made to the Subscription Service Agreement and incorporated into the relevant Order Form executed by Canva US, Inc. and the Educational Institution identified therein:

1.1. Notwithstanding anything herein to the contrary, the Initial Subscription Term shall be from the Effective Date until June 30, 2022. The remaining 32 months of the Subscription Term will begin on July 1, 2022, upon the parties' mutual agreement in accordance with Section 1.5 below.

1.2. The indemnification obligations in Section 9.2 apply only to the extent permitted by applicable law.

1.3. The Limitation of Liability clauses set forth in Section 8 shall be replaced with the following:

> IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, OR LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL CANVA'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) EXCEED $100.

1.4. The Governing Law and Jurisdiction provision in Section 11.2 is removed. The Subscription Service Agreement is governed by the laws of the state or province in which the Educational Institution is located.

1.5. The automatic renewal provision in Section 10.2 is removed. Section 10.2 is revised to state the following: The Subscription Term shall be specified in the relevant Order Form. Renewal of this Agreement shall be upon mutual ratification of both parties. An Educational Institution may terminate the Agreement at any time at its convenience by providing Canva with thirty (30) day notice.

1.6. To the extent applicable, Customer will obtain any necessary parent or guardian consent for a student to use Canva for Education prior to inviting a student to the Canva classroom in accordance with applicable laws, including without limitation the Children's Online Privacy Protection Act ("COPPA").

1.7. Customer will only use, and only permit its students to use, Canva for Education (and all content and media incorporated therein) for educational purposes.

1.8. The definition of Licensed User in Section 1.5 of the Agreement is revised to state that Licensed Users may include Educational Institution's students, staff, and faculty.

Sales Contract - On-site Services

Company Address	Instructional Empowerment, Inc. dba Learning Services International dba Marzano Evaluation Center 175 Cornell Rd., Suite 18 Blairsville, PA 15717 US	**Contract Number** **Expiration Date**	Q-31063 3/8/2024
Program Partner **Phone**	Lee Manly (918) 995-1112	**Payment Terms**	Net 30
			Make checks payable to: Instructional Empowerment, Inc. Fax Signed Quote to: (724) 240-6475
Bill To Name **Bill To**	Norman Ind Sch Dist 29 131 S Flood Norman, OK 73069-5463 US	**Contact Name** **Phone** **Email**	Sarah Seymore 4053665858 sseymore@normanps.org

NOTE: On-site Professional Development sessions require receipt of purchase order a minimum of **30-days** prior to delivery.

This signed contract will allow scheduling to occur. Forward purchase order as soon as available so delivery may occur.

QTY	PRODUCT	CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2.00	Custom, Marzano Teacher Evaluation (Onsite, 3 Hour)	PDC-MT023-D1A-SXXX-3h0-XX	PROP01100; Oklahoma Observer Recertification for Marzano Focused Teacher Evaluation Model. Onsite, 3 hours. Electronic files for School/District to print materials included. Audience: 50 School and District Leaders (All levels).	USD 2,950.00	USD 5,900.00
1.00	Custom, Marzano Teacher Evaluation - Materials	PDC-MT023-D1A-MRLM-XXX-XX	PROP01100; Electronic files for School/District to print materials.	USD 0.00	USD 0.00
				TOTAL:	USD 5,900.00

Notes:

Instructional Empowerment, Inc. Terms & Conditions

Customer Acknowledgment
Customer acknowledges contractual agreement with these Terms & Conditions of Sale to purchase products or services from Instructional Empowerment, Inc.

Prices
All prices stated in USD unless otherwise noted.

Payment
Purchase order or payment is required prior to order fulfillment. Make checks payable in USD to "Instructional Empowerment, Inc.," or "Marzano Evaluation Center," and submit to 175 Cornell Road, Suite 18, Blairsville, PA 15717.

Purchase Orders

Please reference quote number (shown above) on all purchase orders. Purchase orders should be sent to Instructional Empowerment, Inc. or associated DBAs, 175 Cornell Road, Suite 18, Blairsville, PA 15717 or faxed to (724) 240-6475 or emailed to: orders@instructionalempowerment.com

Terms
Standard payment terms are net 30 from date of invoice. Seller reserves the right to charge interest at the rate of 0.5% per month on past due balances. Seller also reserves the right to submit invoices greater than 90 days past due to a third party agency for collection.

Scheduling
On-site training and professional development sessions requires 30 days advance notice. Purchase order or payment must be received before training dates can be reserved. Trainings scheduled at the Customer's request with less than 30 days advance notice are subject to availability and a $500 expediting fee.
All training sessions must be scheduled no later than 12 months following receipt of purchase order.

Cancellation
On-site training and professional development sessions may be cancelled or rescheduled prior to 20 days in advance without penalty. Districts who cancel/reschedule within the 20-day window will be charged a $500 fee + travel expenses incurred (including cancellation and airline booking fees.).

All cancellation or rescheduling requests, should be emailed to: scheduling@instructionalempowerment.com or call toll free 1-866-731-1999.
FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion.

Shipping and Handling
Shipping and Handling for print materials shown at standard ground rates. Please allow 7-10 business days for order processing and delivery. Expedited or overnight shipping available for some items. Additional fees may apply.

Instructional Empowerment, Inc. will fulfill your order based on the quantity of materials shown on your purchase order. Should you request additional copies of materials, you will be invoiced for the materials plus shipping and handling. Expedited or overnight shipping may apply.

Sales, Use, Value Add and other Taxes
Customers exempt from sales taxes must provide a copy of their current exemption certificate, if applicable. Instructional Empowerment, Inc. reserves the right to charge sales, use, and/or value added tax in addition to quoted product prices as required by taxing authorities, if applicable. Actual sales tax billed will be based on Seller's sales tax collection requirements and Customer's current jurisdiction rates in effect on the date of invoice.

Materials Reprint Licenses
Professional development sessions and related materials are revised periodically to reflect most current research and provide the best possible experience for the learners. Updates to materials covered under reprint licenses will be provided free of charge upon request durring the terms of the license. Customers are advised to print only sufficient quantities to cover their immediate training needs.

Recording of Presentations
All audio and video recording is prohibited without written consent from Instructional Empowerment, Inc.

Signature: _____ **Effective Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

Please sign and return so scheduling may occur. Forward the purchase order as soon as available so that sessions can be delivered. All pages of the contract must be returned, before Instructional Empowerment, Inc. will proceed with this order.

THANK YOU FOR YOUR BUSINESS!

INTERLOCAL AGREEMENT

This agreement is entered into this 31st day of July, 2023, between **BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY, OKLAHOMA,** (hereinafter referred to as "COUNTY") and **INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA** (hereinafter referred to as "DISTRICT") for FY 2023-2024.

Pursuant to 74 O.S. 1981 §1001 et seq., and 69 O.S. § 601 et seq., the governing boards of the County and the District find that it is to the mutual benefit of the citizens of both the COUNTY and the DISTRICT to enter into an Agreement for Inter-local Cooperation pertaining to the creation of, maintenance of, and surfacing/resurfacing of certain streets, parking lots, roads, and driveways associated with the DISTRICT's high school which are continuations or connecting links in the State or County highway system.

WHEREFORE, in mutual consideration, the parties hereto agree as follows:

1. If the DISTRICT determines a need for creation of, maintenance of, and surfacing/resurfacing of certain streets, parking lots, roads, and driveways associated with the DISTRICT's high school which are continuations or connecting links in the State or County highway system, the DISTRICT may make a written request for help with the labor and/or materials to accomplish the requested work from the appropriate County Commissioner.

2. The DISTRICT'S request shall be in writing and shall state the proposed work, what part is proposed to be done by the DISTRICT and what part to be done by the COUNTY, and the proposed time frame for the completion of the work.

3. Engineering for each project shall be the sole responsibility of the DISTRICT.

4. Projects where the COUNTY provides 100% of the labor will, within five (5) days of completion, be inspected by the DISTRICT or its agents/representatives. If the DISTRICT alleges any deficiencies in the manner in which the COUNTY work was performed, the DISTRICT will provide written notice specifying those deficiencies within ten (10) days of the completion of said work. COUNTY will respond to any allegations of deficiencies within ten (10) days of receiving written notice from the DISTRICT.

5. The DISTRICT and the COUNTY agree to the loan of equipment back and forth as needed to complete these projects as long as such equipment is not being utilized or is otherwise available. Parties will agree to a schedule of availability when possible. Maintenance, upkeep and repair due to normal use of the equipment will be the sole responsibility of the owner of the equipment. Damage to the equipment caused by misuse, improper operation, accident or misfortune shall be the responsibility of the party utilizing said equipment.

6. The COUNTY retains the right to perform all the work requested, part of the work requested or none of the work requested. When the COUNTY receives a written request for work, the COUNTY will respond by the next COUNTY agenda meeting or as soon as practicable.

7. All materials and supplies provided by or made available pursuant to a contract executed by the COUNTY, shall be paid for by the DISTRICT at the time of delivery or other appropriate arrangements for payment.

8. This agreement shall be effective from July 1, 2023 through June 30, 2024 and may be renewed or extended annually by appropriate affirmative action of the governing bodies of both parties.

Approved this 31 day of Jul, 2023

BOARD OF COUNTY COMMISSIONERS
FOR CLEVELAND COUNTY

ROD CLEVELAND, District #1
Cleveland County Commissioner

PAUL MEYER, District #2
Cleveland County Commissioner

RUSTY GRISSOM, District #3
Cleveland County Commissioner

Attest:

TAMMY BELINSON
County Clerk

by Linda Atkins

CLEVELAND COUNTY OKLAHOMA

Approved as to form and legality:

Assistant District Attorney

Approved this _____ day of _____, 2023.

Independent School District No. 29 of Cleveland County, Oklahoma

Vice President, Board of Education

Attest:

Board Clerk

Approved as to form and legality:

Legal Counsel

FIRST AMENDMENT

TO GROUND LEASE AGREEMENT
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
AND
NORMAN PUBLIC SCHOOLS

This Agreement (the "First Amendment") between the BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, a public institution of higher education of the State of Oklahoma, located in Norman, Oklahoma ("LANDLORD") and NORMAN PUBLIC SCHOOLS (TENANT) with reference to the following facts:

BACKGROUND

A. WHEREAS, LANDLORD and TENANT entered into a lease agreement dated August 1, 2023 (the "Agreement"); and

B. WHEREAS, the parties to the Agreement desire to amend the Agreement as provided hereinafter; and

C. WHEREAS, all terms (including capitalized terms) used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

AMENDMENTS

1. Article 2.1 to be Amended as follows:

2.1 A general depiction of the Premises is attached hereto as Exhibit "A". The Premises consist of a parcel of land of approximately 0.73 acres (or 32,000 square feet) of land situated in the City of Norman, Cleveland County, Oklahoma.

2. Article 3.1 to be Amended as follows:

3.1 Lessee shall use and occupy the Premises for the following non-commercial purposes and for no other purpose whatsoever unless approved in writing by Lessor:

For installing, operating, and maintaining nine (9) temporary classroom buildings to be used for classroom instruction by Lessee.

3. ‘Exhibit A: The Premises’ to be Amended as follows:

Exhibit A: The Premises



2. Except as specifically modified above and set forth herein, all other terms and conditions of the Agreement and any prior amendments thereto remain in full force and effect and are incorporated herein as though set forth in their entirety.

3. This Amendment is not binding on the parties until it has been signed below on behalf of each party. It is then effective as of the date on which the last party to sign, executes this Amendment.

WHEREFORE, the parties have executed this Amendment as indicated below.

BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA	***TENANT: NORMAN PUBLIC SCHOOLS***
By: [Name] 	By: [Name]
Click or tap here to enter text.	Click or tap here to enter text.
[Title]	[Title]
Beau Jennings - Director	
Date of Execution:	Date of Execution:
Click or tap here to enter text.	Click or tap here to enter text.

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Brightwell

Solar Energy Management Service Agreement

Provider
Cappy's Cabin Electric, LLC
(together with its successors and assigns,
"**We**," "**Our**," "**Us**," or "**Provider**")
425 N. Air Depot Blvd
Edmond, Oklahoma, 73034
Telephone: (405) 659-6600
Email: tom@bcxok.com

Customer Name and Information
Norman Public Schools
1809 Stubbeman Ave,
Norman, Oklahoma 73069

("**You,**" "**Your**," or "**Customer**")

Solar Energy Engineering, Procurement, and Construction Company
EightTwenty Oklahoma, LLC
1825 N Walnut Ave,
Oklahoma City, Oklahoma 73105
405-256-2087 (OKC)
918-212-6003 (Tulsa)
Contractor #095963
("**Installer**" or "**EightTwenty**")

Property Address
1809 Stubbeman Ave,
Norman, Oklahoma 73069

("**Property**")

Date November 13, 2023

Introduction

This Solar Energy Management Service Agreement ("Agreement") entered into between You and Us (collectively referred to as "Parties"), provides for energy generating solar panels (the "System") to be engineered, designed, and installed at your Property by Installer. The System is owned, operated, and will be maintained by Us. In exchange for these Services, You agree to house the System on Your Property for Ten (10) years, unless this Agreement is terminated prior to, or extended, in accordance with the terms below. Annual service payments will be payable as provided in detail below. A detailed description of the System, along with other important terms and conditions are set forth below. This is a binding contractual Agreement. Please read all the information contained in this document along with exhibits and schedules thoroughly.

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Brightwell

Key Terms

- We will procure the System and provide ongoing operational, maintenance, repair and related services at no additional cost to You while We own the System.

- The System will be 265.00 kWp in size, with first year energy production expected to be 412,566 kWh/yr.

- The Annual Service Rate is $34,649 for year 1, to increase 1.5 % per year thereafter.

Solar Energy Management Service Agreement

ARTICLE 1
INSTALLATION AND SYSTEM DESCRIPTION

1. Introduction. This Solar Energy Management Service Agreement (the "Agreement") memorializes the agreement between the Parties relating to the procurement, service, and maintenance of the System. You represent that You own, directly or indirectly, the Property and that You desire to have a Solar Photovoltaic Generation System installed at the Property. You agree to house the System during the Term of this Agreement and to accept all of the energy produced by the System during the Term ("Energy Production").

1.1 Installation. We have engaged Installer, an experienced solar energy, engineering, procurement, and construction company, to design and install the System. The System will be installed by Installer according to an installation agreement between Us and the Installer. We will purchase the System from Installer.

1.2 Initial Design. The initial design and engineering of the System results in, among other things, those System Characteristics attached hereto as Schedule 1.2.

1.3 Change in System Parameters. After the final System design, the initial parameters of the System Characteristics may change and We will revise the estimated energy production pursuant to Installer's as-built specifications. We will document those changes in an amendment. You authorize Us to make corrections to the utility paperwork to conform to this Agreement or any amendments to this Agreement that we both sign.

1.4 Alteration to Design. Installer may decide, in its sole discretion, that it is necessary to alter the stated design of the System Characteristics in order to comply with utility company requirements, structural engineering requirements. Changes to the System Characteristics may also occur due to changes that occur at the Property. The design of the System Characteristics

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may also be altered at Your request, provided Installer consents to the requested change, and such consent will not be unreasonably withheld.

1.5 Change Orders. If a remedy to the original design requires substantial modification, Installer will submit a request in writing to You and the Provider summarizing all needed design changes, material additions and subtractions, and any additional cost ("Change Order"). All Change Orders must be approved by You in writing. If the cost to alter the System is so substantial as to render the installation of the System economically unviable, both You and the Provider retain the right to refuse the installation of the System and to terminate this Agreement.

ARTICLE 2
TERM

2.1 Initial Term. We agree to provide the Services described in this Agreement, to You, for ten (10) years (equal to 120 months), beginning on the day the System is in a condition to be used for its intended purpose (the "Interconnection Date"), unless this Agreement is otherwise terminated in accordance with the early termination provisions set forth in Article 8 (the "Initial Term"). Provider or Installer will notify You in writing when the System is ready to be turned on.

2.2 Term Extension. You may terminate the Agreement for any reason at the end of the Initial Term or any subsequent Term of the Agreement as provided in this Section 2.2.1. If no written notice is given, then there are two potential automatic Term extensions.

2.2.1 Ninety (90) days prior to the end of the Initial Term, We will provide You written notice of the expiration of such Term. Upon receipt of such notice, You will have until thirty (30) days prior to the expiration of the Initial Term to provide Us with written notice to terminate the Agreement (a "Termination Notice").

2.2.2 If You do not provide a Termination Notice before the expiration of the Initial Term as provided in Section 2.2.1, the Agreement will continue for an additional ten-year (10) term ("Second Term").

2.2.3 If We believe Services may be appropriate based on the scope and scale of the project beyond the Second Term, We may, but shall not be required to, provide Ninety (90) days written notice before the expiration of the Second Term that it would be appropriate for the Agreement to continue for another ten-year (10) term ("Third Term"). Upon receipt of such notice, You will have until thirty (30) days prior to the expiration of the Second Term to provide Us with written notice confirming or rejecting the extension (the "Confirmation Notice").

2.2.4 If You do not provide a Confirmation Notice before the expiration of the Second Term as provided in Section 2.2.3, You will be deemed to have confirmed the extension and the Agreement will continue for the Third Term.

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2.2.5 The Agreement will terminate upon the expiration of the Third Term unless this Agreement is otherwise terminated pursuant to this Agreement. The Initial Term, the Second Term, and the Third Term are each individually and collectively referred to herein as the "Term."

2.2.6 Any written notices described in this Section 2.2 may be made by certified mail transmission as provided in Section 22.4.

ARTICLE 3
CONDITIONS PRECEDENT

3.1 As a condition precedent to our obligation to cause the System to be installed at the Property, and our agreement to provide the Services set forth herein, the following conditions must be met at the expense of the Installer pursuant to the installer's installment agreement (the "Installment Agreement"):

3.1.1 Installer finalizing the design and engineering of the System.

3.1.2 Due diligence required to confirm the suitability of the Property for the construction, installation, and proper operation of the System. In connection with this condition, You agree to permit the Installer, Provider, or their agents to access the Property to assess the Property. Installer or Provider will provide You with forty-eight (48) hours' notice prior to any physical inspection of the Property.

3.1.3 Confirmation of all required zoning, land use and building permits. In connection with this condition, You agree to permit access to the Property to any person whose inspection of the System or Property is necessary to the permitting, zoning, interconnection, insurance assessment, non-invasive environmental assessment, property value assessment, or other assessment of the System.

3.1.4 Completion of any improvements, renovations, or changes reasonably required at or on the Property to facilitate the safe installation of the System, such as tree removal or roof repairs. Provided, You must provide prior written approval before any of the above would be completed.

3.1.5 Proof of adequate insurance covering the System.

3.1.6 Proof that You are the fee simple owner of the Property or that You have authority to install the System on the Property.

3.1.7 If Your Property is subject to any applicable third-party regulations or rules (including, but not limited to, any homeowner's association, design committee,

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historic preservation district, or any other organization whose approval is required in order to undertake modification to the Property), Your receipt of all approvals and required authorizations relating to the installation and ongoing operation of the System.

3.2 We may terminate this Agreement without liability if, in Our reasonable judgment, any of the above listed conditions will not be satisfied for reasons or have not been met within sixty (60) days of the Effective Date.

ARTICLE 4
SERVICE OBLIGATIONS

4.1 Installation Services. In accordance with this Agreement, We agree to the following:

4.1.1 Installation Coordination. We will coordinate the scheduling of the System installation and any other work that needs to be done to the System at a mutually convenient date and time for You and Installer.

4.1.2 System Construction. We will ensure the System is constructed in accordance with all applicable laws, prudent electrical practices, the terms of this Agreement, the Installer Agreement, and that once complete the System meets the System Characteristics. For purposes of this Agreement, the term "Prudent Electrical Practices" shall mean the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy systems of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

4.1.3 Installation Cleanup. We will ensure that the Property is cleaned up after Installation and restored to its preinstallation condition.

4.2 System Operation. We agree to operate the System in accordance with all applicable laws, prudent electrical practices, and the terms of this Agreement.

4.3 Maintenance. We agree to maintain, clean, or repair the System in accordance with all applicable law, Prudent Electrical Practices, and the terms of this Agreement. Maintenance services provided for herein include routine System service visits, as deemed necessary in Our sole discretion.

4.4 Repairs. During the Term, We agree to maintain, clean repair, or replace the System in accordance with all applicable laws, prudent electrical practices, and the terms of this Agreement. In the event the System needs repair, We will cooperate with You and promptly

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arrange for System repairs at a date and time that is convenient for You. We will oversee repair work and ensure, to the best of our ability, that the repair work is completed in compliance with all applicable laws and then current, prudent electrical practices, with the goal of restoring the System as soon as reasonably practicable. However, Our obligation to repair the System does not include any repair or replacement costs with respect to the System's batteries and/or energy storage system, if any. You will be responsible for covering such battery and/or energy storage system repair costs, if the same is not covered under the warranty provisions included herein.

4.5 Warranty. As long as We own the System, We will maintain the Limited Warranty relating to the System as specifically set forth in this Agreement. As long as We own the System, We will be responsible for making any claims under the Limited Warranty and We will enforce the Limited Warranty to the fullest extent possible pursuant to Article 10.

4.6 System Monitoring. As long as we own the System, We will monitor the condition and performance of the System. We will notify You if We think the System is damaged or appears unsafe. We will also provide You with web-enabled monitoring equipment to accurately measure the amount of power the System delivers to You, provided you maintain highspeed internet as agreed herein. The monitoring system will capture historical energy generation data over an internet connection and consists of hardware located on site and software hosted offsite. If the System is not operating within normal ranges, the monitoring will alert Us and We will remedy any material issues as promptly as reasonably possible. As part of Monitoring, with Your permission and subject to applicable law, We may also install video monitoring equipment that will capture intermittent visual images of the System and transmit such images over an internet connection for offsite monitoring. Video monitoring enhances security and enables Us to better determine possible causes of malfunction or abnormal performance which, in turn, will allow Us to respond to certain events more promptly than We could without video monitoring. Video monitoring will be password protected and only accessible by You and Us. In addition, You agree that any visual images captured by the installed video monitoring equipment may be used by Us to determine any defaults or obligations of either You or Us under this Agreement, or defaults or obligations of third-parties, such as the Installer or maintenance contractors. Any "hardware" monitoring equipment installed at the System by Us shall be considered a System component, and any of Your or Our obligations regarding the System shall fully extend to such monitoring equipment. The Monitoring requires a high-speed internet line to operate. If You do not have and maintain a working high-speed internet line, We will not be able to monitor the System and provide You with a performance guarantee or provide Monitoring. Further, if Monitoring is not operational, We will be required to estimate Your power usage as set forth in the Agreement.

4.7 Accommodations for Property Repairs. If You want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof or project site where the System is located), We will, as long as We own the System, temporarily remove the System, at Your expense, for repairs. You will need to provide storage space for the System, if

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any, during such time. After You have completed Your repair or improvement work, We will reinstall the System at Your expense.

4.8 Accommodations for Moving. Where permitted under this Agreement, as long as we own the System, We will work with You to move and reinstall the System to Your new Property. We will conduct an audit of Your existing Property and new property to determine if a move is commercially feasible. This audit will cost Two Hundred Fifty Dollars ($250.00). If We determine, in our sole and absolute discretion, that a move is feasible, We will move the System at Your expense.

ARTICLE 5
YOUR OBLIGATIONS

5.1 Your Obligations. During the Term, in addition to the Your obligations set forth in other sections of this Agreement, You agree to:

5.1.1 only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;

5.1.2 keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when it was installed;

5.1.3 be responsible for preventing or remedying any condition at the Property that may affect the installation of the System (e.g. blocking access to project site, or removing a tree that is in the way);

5.1.4 not remove any markings or identification tags on the System;

5.1.5 allow Us, after provided reasonable notice, access to the System to inspect for proper operation as we determine, in our sole discretion, is necessary;

5.1.6 to the extent commercially reasonable, refrain from taking any action that would cause the System not to operate as intended;

5.1.7 to the extent commercially reasonable, prevent or remedy, as the case may be, any condition or circumstance that may cause (or is causing) the System not to operate as intended;

5.1.8 (intentionally blank);

5.1.9 notify Us promptly if you think the System is damaged or appears unsafe; if any part of the System is stolen; and prior to changing your power supplier;

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5.1.10 have a person with sufficient authority execute this Agreement and any necessary related documents;

5.1.11 return any documents we send you for signature within thirty (30) days of receiving them; and

5.1.12 Maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s).

5.2 No System Alterations. You agree that as long as We own the System, You will not make any modifications, improvements, revisions or additions to the System or monitoring equipment, or take any other action that could void the System's Limited Warranty without Our prior written consent. Any modifications, improvements, revisions or additions to the System will become part of the System and shall be Our property.

5.3 Access to System. You agree to allow Us, Our contractors, agents, and employees access the Property as necessary for the purposes of installing, operating, repairing, removing and other required actions related to the System during daytime hours and with reasonable notice (i.e., 48 hours prior notice). However, in case of an emergency, We may access the Property at any time upon notice. During the time that We have access rights You shall ensure that Our access rights are preserved and shall not interfere with or permit any third-party to interfere with such rights or access.

ARTICLE 6
REQUIRED PAYMENTS

6.1 Installation. There are no installation costs for You.

6.2 Service Rate. Your annual service payment is $34,649 ("Service Rate") with the Service Rate increasing 1.5% annually thereafter. The Service Rate payment shall be paid equal quarterly installments starting on the fifteenth (15^{th}) day of the last month of each calendar quarter during Term. In the event that the Term begins or is terminated in a partial calendar quarter, the Service Rate shall be prorated based on the number of applicable days in the calendar quarter.

Article 7
Power Production Reconciliation

7.1 Actual Versus Estimated Power Production. It can be reasonably expected that, due to weather conditions and physical module degradation, actual power production measured will differ from that which is projected in this Agreement. During the first (1st) year of the Term, if We find that actual System kWh production is less than 90% of the Guaranteed Energy Production for reasons neither Party can control, We will do one of two things at Our sole discretion:

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7.1.1 Contract with Installer, or any other contractor, for the installation of additional equipment on the Property for the purpose of raising energy production to the Guaranteed Energy Production level. This additional service will come at no cost to You.

7.1.2 Alternatively, We may, in Our sole discretion, choose to reimburse You for an amount commensurate with the difference between actual Energy Production and Guaranteed Energy Production levels. For each percentage point that the sum of the actual Energy Production is below the Guaranteed Energy Production, the "Low Performance Compensation Amount" shall be one (1%) of the Annual Service Rate. Measurements made by the Provider to compare actual Energy Production with Guaranteed Energy Production will occur at the end of the first year of the Term of this Agreement.

7.2 Effect of Events Outside Our Control. We may, in measuring performance of System, adjust its actual performance to such a degree as to account for events outside of Our control, including any Force Majeure Event, significant global and/or local climatic/environmental event, such as volcanic eruption(s), forest fire(s), unusually long periods of cloud cover (outside of standard weather patterns for the Property), or other event which impacts either solar irradiance or ambient temperature outside of Our control, shut-downs caused by You, and shut-downs of distribution or utility grid. We will make these adjustments in accordance with standard, equitable, and reasonable expected production values and consider such estimates to actual measured values for the purposes of compliance with this Agreement. We shall, in the event of any disconnection of the System from its internet connection, estimate Energy Production in lieu of actual measurement until such time as the internet connection is restored.

7.3 Estimated Production Adjustment. If (i) the System is shut down for more than Three (3) full Twenty-Four (24) hour days cumulatively during the Term because of Your actions; or (ii) You take some action that significantly reduces the output of the System; or (iii) You do not trim Your trees or other vegetation to avoid foliage growth from shading the System; or (iv) the System is not reporting production to Us; or (v) the System is removed or replaced for Property renovations or repairs or re-roofing (if applicable); or the System is moved to Your new property; or (vi) there is loss, damage, theft, or destruction of the System, then We will reasonably estimate the amount of energy that would have been delivered to You during such System or reporting outages or reduced production periods through Prudent Electrical Practices, including, without limitation, through historical performance of the System ("Estimated Production") and shall consider Estimated Production as actual production for purposes of this Article 7.

7.4 Utility Savings Notice. Utility rates and rate structures are subject to change, as is your energy usage or consumption patterns. These changes cannot be accurately predicted and therefore we neither guarantee nor project any savings regarding your utility charges during the Term of this Agreement.

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ARTICLE 8
PURCHASE OPTIONS

8.1 **End of Term**. At the end of the Term, You will have the right to purchase the System from Us. The purchase price for the System will reflect the Fair Market Value of the System as provided in Schedule 8.1.

8.2 **Early Termination Right**. In addition to Your option to purchase the System at the end of the Term, You have the right to terminate this Agreement ("Early Termination Right") or option to purchase the System prior to the end of the Term as detailed below. To exercise this right or option You need to give Us at least One (1) month's, but not more than Three (3) months' prior written notice. You have the following options to terminate this Agreement or purchase the System from Us:

8.2.1 Early Termination of Agreement at the end of year 6. At the end of the sixth (6th) year from the beginning of the Term, which is referred to as "Year 6", You have the right to terminate this Agreement. The Early Termination Fee You will pay shall equal the Fair Market Value as provided in Schedule 8.1. If You exercise Your right under this Section 8.2.1 You will be the owner of the System and We will not be obligated to remove the System.

8.2.2 Purchase when You sell Your Property. At any time after Year 6 You have the option to purchase the System when You sell Your Property and the price You will pay for the System will be the Fair Market Value of the System as provided in Schedule 8.1.

8.3 **System Sold As-Is**. Any purchase of the System shall be on an as-is, where-is basis, and We shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that We shall assign to You the Limited Warranty, if any, that are in effect as of the purchase, and which are assignable pursuant to their terms.

ARTICLE 9
TAXES

9.1 You agree to pay or reimburse Us for any applicable taxes related to this Agreement, including sales, use, excise, property, or other taxes, if any. We shall be responsible for any income tax generated in connection with this Agreement.

ARTICLE 10
LIMITED WARRANTY

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10.1 Warranty. Provider shall execute any System warranties offered to Provider (collectively, the "Limited Warranty"), when applicable, to the fullest extent possible. Provider will make available the details of any such Warranty upon Your request.

10.2 Claims Under Warranties. As long as We own the System, We will be responsible to make any and all claims under the Limited Warranty and We will enforce the Warranty to the fullest extent possible.

10.2 Assignment of Warranty. If You acquire the System pursuant to Article 8, We shall, to the extent permissible, assign to You the Limited Warranty at no additional cost to You.

10.3 Exclusions and Disclaimer. The Limited Warranty does not warrant any specific electrical performance of the System other than that described above. Snow or ice may accumulate on rooftops and on solar panels during snowstorms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm. You acknowledge that We are not responsible for any such damage or harm. Further, the Limited Warranty does not apply to any lost energy production or any repair, replacement or correction required due to the following:

10.3.1 Someone other than Us or Our approved service providers installed, removed, re-installed or repaired the System;

10.3.2 Destruction or damage to the System or its ability to safely produce energy not caused by Us or Our approved service providers while servicing the System (e.g., if a tree falls on the System We will replace the System per the Agreement, but We will not repay You for power it did not produce);

10.3.3 Your failure to perform, or breach of, Your obligations under the Agreement (e.g., You modify or alter the System);

10.3.4 Your breach of the Limited Warranty, including Your being unavailable to provide access or assistance to Us in diagnosing or repairing a problem;

10.3.5 Any Force Majeure Event (as defined in Article 18 below);

10.3.6 Shading from foliage that is new growth or is not kept trimmed to prevent such shading;

10.3.7 Any System failure or lost production not caused by a System defect (e.g., the System is not producing energy because it has been removed to make roof or project site repairs or You have required Us to locate the inverter in a non-shaded area); and

10.3.8 Damage or loss to the System due to impact with falling objects thrown or dropped by a person.

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EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. By signing this Agreement, You acknowledge and agree that the Limited Warranty identified herein is the sole guarantee of System performance. No other warranties expressed or implied, as to the merchantability, fitness for any particular purpose, condition, design, capacity, suitability, or performance of the System or its installation have been made. Provider and Installer, along with all representatives, agents, and beneficiaries of both parties disclaim and waive any warranty with respect to cost savings either stated or implied within this Agreement or any related document.

ARTICLE 11
LIMITATION OF LIABILITY

11. Limitation of Liability. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 12
TRANSFER

12. You understand and agree that after the Interconnection Date, We may, without Your consent but upon notice to You, sell, assign, or otherwise transfer the System and all our rights and responsibilities associated with this Agreement. Provided, however, that any successor or assignee of Provider to this Agreement must accept, in writing, all of Provider's obligations under this Agreement. In the event of the assignment of this Agreement by Provider, Your rights and responsibilities hereunder, will not change. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns.

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Article 13
Intentionally Omitted and Reserved.

ARTICLE 14
OWNERSHIP OF SYSTEM, TAX CREDITS, REBATES

14.1 System Ownership. By signing this Agreement, You agree and acknowledge that the System is not a fixture, rather it is Our personal property under the Uniform Commercial Code. You agree that We have the right to file a UCC-1 financing statement ("UCC-1 Filing"), once the System is installed, that confirms Our interest in the System.

14.2 Not a Contract to Sell. You understand and agree that this Agreement is not a contract to sell the System to You. We own the System and all its parts, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Us, and shall at Your expense protect and defend Us against the same.

14.3 Tax Credits and Rebates. You understand and agree that any and all tax credits and other tax benefits, such as depreciation, are Our property and for Our benefit, usable at Our sole discretion. We understand and agree that any and all incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the System are Your property and for Your benefit. You shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. We agree to reasonably cooperate with You so that You may claim these incentives and benefits.

14.4 Service Contract. We both intend this Agreement to be a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code. You agree that as long as You have not exercised Your right to terminate this Agreement or Your purchase option pursuant to this Agreement that: (i) You have no right to operate the System; (ii) You will not bear any financial burden if the System fails to perform due to Our fault; (iii) You will not receive any financial benefit if the operating costs are less than the standards of performance or operation; and (iv) You will not have any options to buy the System at a fixed and determinable price other than as set forth herein, and We and You agree that any fixed purchase price set forth herein is reasonably expected not to be less than the fair market value of the System at the time the option is exercised.

ARTICLE 15
INDEMNITY

15. To the fullest extent permitted by law, both We and You shall indemnify, defend, protect, save and hold harmless the other party and the other party's employees, officers, directors, agents, successors, contractors, and assigns from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature ("Claims") arising out of, connected with, relating to or resulting from the indemnifying party's negligence; provided, that

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nothing herein shall require either party to indemnify the other party for any Claims to the extent arising out of, connected with, relating to or resulting from the indemnified party's negligence. The provisions of this paragraph shall survive termination or expiration of this Agreement. For clarity and avoidance of doubt, the Installer's indemnity obligation shall be outlined in the Installer Agreement.

ARTICLE 16
SELLING PROPERTY, TRANSFERABILITY, SYSTEM REMOVAL

16.1 Selling Your Property. If You sell Your Property You can purchase the System as provided for in Section 8.2.2, or upon our written consent, You can elect to:

16.1.1 Transfer this Agreement and the Service Rates, if any. The person/entity buying the Property (the "Property Buyer") can sign a transfer agreement assuming all of Your rights and obligations under this Agreement; or

16.1.2 Move the System to Your new property. Where permitted by the utility(s), the System can be moved to Your new property pursuant to Section 4.8. You will need to provide the same rights to Us as provided for in this Agreement and provide any third-party consents or releases required by Us in connection with the substitute property and meet other relevant requirements of Article 3 that We may determine applicable in our sole discretion.

16.1.3 Notice Required: In case of electing either of the above options, You agree to give Us at least thirty (30) days but not more than Three (3) months prior written notice if You want someone to assume Your Agreement obligations. In connection with this assumption, You, Your Property Buyer and We shall execute a written transfer of this Agreement.

16.2 Default. If You sell the Property and do not comply with any of the options above, You will be in default under this Agreement.

16.3 Transferability. This Agreement is free of any restrictions that would prevent the Property owner from freely transferring the Property. We will not prohibit the sale, conveyance or refinancing of the Property. We may choose to file a UCC-1 Filing that preserves Our rights in the System. The UCC-1 Filing is intended only to give notice of Our rights relating to the System and is not a lien or encumbrance against the Property. We shall explain the UCC-1 Filing to any subsequent purchasers of the Property and any related lenders as requested. We shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.

16.4 EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

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16.5 System Removal. Provider will remove, or caused to be removed, the System from the Property within One Hundred Eighty (180) days after (i) the end of the Term at no cost to You, provided You are not in default of this Agreement; or (ii) the termination of this Agreement at Your cost and expense as a result of Your default under this Agreement. We will return the project site as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). You agree to reasonably cooperate with Us in removing the System, given at least forty-eight (48) hours' notice, including providing necessary access, space, and storage, and We will reasonably cooperate with You to schedule removal in a time and manner that minimizes inconvenience to You.

ARTICLE 17
INSURANCE, DAMAGE TO SYSTEM

17.1 Insurance. You shall maintain in full force and effect throughout the Term, with an insurance company with an A.M. Best rating of A-VII or better, property insurance covering risk of loss or damage to the System and in an amount equal to its functional replacement cost but not less than the value of the system as set forth in the purchase agreement between Provider and Installer. THE POLICY SHALL INCLUDE COVERAGE FOR THEFT AND, WHERE APPLICABLE, COVERAGE FOR EARTHQUAKE, FLOOD, HAIL, AND WIND and shall name Us as loss payee and shall waive any right of subrogation against Us unless any loss or damage to the System is caused by Our gross negligence or intentional misconduct. IF ANY DAMAGE TO OR LOSS OF THE SYSTEM IS CAUSED BY AN UNINSURED PERIL (E.G. YOU DO NOT HAVE INSURANCE COVERAGE FOR EARTHQUAKES AND THE SYSTEM IS DAMAGED BY AN EARTHQUAKE), WE SHALL NOT BE OBLIGATED TO REPAIR OR REPLACE THE SYSTEM PURSUANT TO THIS AGREEMENT. All insurance policies shall provide that the insurer shall give at least Thirty (30) days' prior written notice of amendment or cancellation to the other party. Upon request each party shall furnish current certificates of insurance evidencing the insurance required hereunder.

17.2 Loss or Damage to System. We will retain title to and be the legal and beneficial owner of the System and the System shall remain Our personal property and shall not attach to or be deemed a part or fixture of the Property. We may file one or more precautionary financing statements in jurisdictions We deem it appropriate with respect to the System in order to protect Our rights in the System.

17.3 Gross Negligence. Unless You are grossly negligent or You intentionally damage the System, We will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse You from Your obligations under this Agreement, including the Service Rates, if any.

17.4 No Fault. If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and You are not in default under this Agreement, You shall continue to timely make all

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Service Rate payments and pay all other amounts due under the Agreement and cooperate with Us, at Our sole cost and expense, to have the System repaired pursuant to the Terms of this Agreement.

17.5 Total Destruction. Upon the total damage, destruction, or loss of the System, or, in the reasonable opinion of Your insurance provider, the System is determined to have experienced a constructive total loss, We shall repair or replace the System absent an agreement in writing between You and Us not to do so, by using the insurance proceeds with respect to the System as quickly as possible. If You and Us jointly agree not to proceed with any repair or replacement work, (i) You and Us together may elect to terminate this Agreement and the termination shall be effective immediately upon delivery of the notice and (ii) any difference between such amount and the insurance proceeds shall be owed to Us.

ARTICLE 18
FORCE MAJEURE

18.1 "Force Majeure" means an unusual, unexpected, reasonably unforeseeable, and significant event: (i) that was not within the control of the Party claiming its occurrence; (ii) that could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (iii) that prohibits or prevents such Party from performing its obligations under this Agreement. Under no circumstances shall Force Majeure include (a) any occurrence or event that merely increases the costs or causes an economic hardship to a Party, (b) any occurrence or event that was caused, in whole or in material part, by the Party claiming the Force Majeure, (c) Provider's ability to sell the energy at a price greater than that set out in this Agreement, or (d) Customer's ability to procure the energy at a price lower than that set out in this Agreement. In addition, a delay or inability to perform attributable to a Party's lack of preparation, a Party's failure to timely take the actions necessary to obtain and maintain all necessary permits, a failure to satisfy contractual conditions or commitments, or lack of or deficiency in funding or other resources shall each not constitute a Force Majeure.

18.2 If Force Majeure prevents a Party from fulfilling any obligations under this Agreement, the Party affected by Force Majeure ("Affected Party") shall promptly notify the other Party, either in writing, of the existence of such Force Majeure. The notification must specify in reasonable detail the circumstances of the Force Majeure, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure until such Force Majeure ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure cannot be mitigated by the use of commercially reasonable efforts. The Affected Party will use commercially reasonable efforts to resume its performance as soon as possible. If a Party claims it is delayed in, or prevented from performing or carrying out any of the agreements, covenants and obligations under this Agreement by reason of claiming Force Majeure for a period of (i) 60 consecutive calendar days

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or longer or (ii) a total of 120 calendar days in any 12-month period, then the Party not claiming Force Majeure may terminate this Agreement and neither Party shall have any liability to the other as a result of such termination, provided, however, that Customer shall pay Provider for energy sold prior to such termination.

ARTICLE 19
DEFAULT AND REMEDIES

19.1 **Default**. A default under this Agreement occurs in any one of the following circumstances:

19.1.1 A Party fails to make any payment when it is due and such failure continues for a period of Fourteen (14) days following written notice by the non-default party;

19.1.2 A Party fails to perform any obligation, including but not limited to the obligation for insurance, the installation of the System, Provider's repair, maintenance, and service obligations, and such failure continues uncured for a period of fourteen (14) days after written notice thereof by the non-defaulting Party;

19.1.3 You assign, transfer, encumber, sublet or sell this Agreement or any part of the System without Our prior written consent, which consent shall not be unreasonably withheld; or

19.1.4 A Party or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

19.2 **Our Remedies if You default**. If You are in default, We may take any one or more of the following actions. We will give You notice and wait any period of time required before taking any of these actions, as required by law. We may:

19.2.1 terminate this Agreement.

19.2.2 take any reasonable action to correct Your default or to prevent Our loss; any amount We pay will be added to the amount You owe Us and will be immediately due;

19.2.3 require You, at Your expense, to return the System or make it available to Us in a reasonable manner;

19.2.4 proceed, by appropriate court action, including but not limited to seeking injunctive relief in the event a monetary default, to enforce performance of this Agreement and to recover damages for Your breach;

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19.2.5 disconnect, turn off or take back the System by legal process, but We may not disturb the peace or violate the law;

19.2.6 report such non-operational status of the System to Your utility, informing them that You are no longer net metering;

19.2.7 charge You a reasonable reconnection fee for reconnecting the System to Your utility or turning Your System back on after We disconnect or turn off the System due to Your default; or

19.2.8 You agree to repay Us for any reasonable amounts We pay to correct or cover Your default. You also agree to reimburse Us for any costs and expenses We incur relating to the System's return resulting from early termination due to Your default. By choosing any one or more of these remedies, We do not give up Our right to use another remedy. By deciding not to use any remedy should this Agreement be in default, Our action is not a waiver of Our right to use that remedy in case of a subsequent default.

19.3 Your remedies if We default. If We are in default, You may take any one or more of the following actions. You will give Us notice and wait any period of time required before taking any of these actions, as required by law. You may:

19.3.1 terminate this Agreement, and require Us to remove the System and return Your property to as good of condition as it was in prior to the placement of the System, and to return the roof to a weathertight condition.

19.3.2 take any reasonable action to correct Our default or to prevent Your loss;

19.3.3 proceed, by appropriate court action, including but not limited to seeking injunctive relief in the event a monetary default, to enforce performance of this Agreement and to recover damages for Our breach;

19.3.4 We agree to repay You for any reasonable amounts You pay to correct or cover Our default. We also agree to reimburse You for all costs and expenses You incur relating to the System's return, and restoration of the underlying or associated facility property, resulting from early termination due to Our default. By choosing any one or more of these remedies, You do not give up Your right to use another remedy. By deciding not to use any remedy should this Agreement be in default, Your action is not a waiver of Your right to use that remedy in case of a subsequent default.

ARTICLE 20
DISPUTE RESOLUTION AND ARBITRATION

20.1 intentionally omitted and reserved.

20.2 MEDIATION. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA. ANY DISPUTES ARISING UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING AN ALLEGATION OF BREACH THEREOF, AND ANY DISPUTES ARISING OUT OF OR

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RELATING TO THE RELATIONSHIP CREATED BY THE AGREEMENT, AND ANY DISPUTES AS TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES, (A "DISPUTE") SHALL BE FIRST SUBMITTED TO NON-BINDING MEDIATION IN OKLAHOMA CITY, OKLAHOMA. IF THE DISPUTE CANNOT BE SETTLED BY MEDIATION, EITHER PARTY MAY GIVE THE OTHER PARTY AND THE MEDIATOR A WRITTEN NOTICE TERMINATING THE MEDIATION PROCESS. ALL CONFERENCES AND DISCUSSIONS THAT OCCUR IN CONNECTION WITH THE MEDIATION CONDUCTED UNDER THIS AGREEMENT WILL BE DEEMED SETTLEMENT DISCUSSIONS. EACH PARTY WILL BEAR ITS OWN COSTS OF MEDIATION, AND ANY COSTS PAYABLE TO THE MEDIATION SERVICE OR THE MEDIATOR WILL BE SHARED EQUALLY BY THE PARTIES.

ARTICLE 21
REPRESENTATIONS AND WARRANTIES

21.1 As a material inducement to entering into this Agreement, each Party (or the Party specified, as applicable), with respect to itself, represents and warrants to the other Party throughout the Term:

21.1.1 No Consents or Other Authorizations. To the knowledge of each Party, it has or will obtain when required all regulatory authorizations necessary for it to perform its obligations under this Agreement and no consents of any other Party and no act of any other governmental authority is required in connection with the execution, delivery and performance of this Agreement other than those which it has or will reasonably seek to obtain.

21.1.2 Due Authorization; No Violation. The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party.

21.1.3 Due Diligence. It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party hereto in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22.1 **Privacy/Publicity.** You grant Us the right to publicly use, display, share, and advertise the photographic images, Project details, and any other identifying information of Your Project. Provided, no students will be shown or identified in any images, documents or other Project details.

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22.2 Intentionally omitted and reserved.

22.3 Waivers. Any waiver at any time by any Party of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.

22.4 Notices. Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, or (iii) one (1) working day after such notice or communication sent by overnight courier. A Party may, for the purposes of this Agreement, change its address, email, or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant hereto. Notices shall be sent as follows:

Customer/You	Notices to Provider shall be sent to:
With copies to:	With copies to: Resolution Legal Group Attn: Russell Wantland 1214 N. Hudson Ave. Oklahoma City, OK 73103 Phone: 405.235.6500 Email: Russell@ResolutionLegal.com

Notices shall be deemed to have been received, and shall be effective, upon receipt. Notices of changes of address by either Party shall be made in writing no later than ten (10) calendar days prior to the effective date of such change; provided, however, that any failure hereof shall not be deemed an event of default or other grounds for termination of the Agreement.

22.5 Governing Law. All disputes arising out of the performance or non-performance under this Agreement shall be construed in accordance with the laws of the State of Oklahoma, notwithstanding any laws requiring the application of the laws of another state. The Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate court in Cleveland County Oklahoma, provided that such court has jurisdiction. Absent such federal jurisdiction, the Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate state court located in the State of Oklahoma.

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22.6 Headings Not to Affect Meaning. The descriptive headings used for the various articles and sections herein have been inserted for convenience and reference only and shall in no way affect the meaning or interpretation, or modify or restrict any of the terms and provisions hereof.

22.7 No Consent to Violation of Law. Nothing contained herein shall be construed to constitute consent or acquiescence by either Party to any action of the other Party which violates the laws of the United States as those provisions may be amended, supplemented or superseded, or which violates any other law or regulation, or any order, judgment or decree of any court or governmental authority of competent jurisdiction.

22.8 Relationship to the Parties. Nothing contained in this Agreement shall be construed to create an association, joint venture, partnership or any other type of entity or relationship between Provider and Customer, or between either or both of them and any other Party.

22.9 Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto, and nothing therein will be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party hereto.

22.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and parol or extrinsic evidence shall not be used to vary or contradict the express terms hereof.

22.11 Amendment. This Agreement shall be amended or modified only by the mutual written agreement of both Provider and Customer.

22.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all related documents may be executed and delivered by electronic mail or other electronic signature by any of the parties to any other party and will be deemed original signatures. Electronic copies of this Agreement shall constitute and be deemed an original copy of this Agreement for all purposes, provided that such electronic copies are fully executed, dated, and identical in form to the original hard copy version of this Agreement. The receiving party may rely on the receipt of such document so executed and delivered by electronic mail or other electronic means as if the original had been received.

22.13 Material Adverse Change. If the federal government or any state government adopts, enacts, or otherwise imposes a new law, rule or regulation which either makes a Party's performance under this Agreement unlawful, or makes this Agreement unenforceable, and such governmental action does not constitute a Force Majeure event hereunder, then the Parties shall negotiate in good faith to amend the terms of this Agreement and to determine the appropriate changes, if any, so that the Party affected by such change in law or regulation is able to lawfully perform its obligations without materially adversely affecting the financial benefit hereunder to the other Party.

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22.14 Further Assurances. In furtherance of the terms and provisions hereof, the Parties agree to collaborate in good faith in order to achieve the performance by each other of their respective obligations hereunder, including by executing and delivering such documents and instruments as reasonably requested by either Party.

22.15 Pricing and Terms. The pricing and terms in this Agreement are valid for forty-five (45) days from the date on Page 1. If You do not sign this Agreement and return it to Us on or prior to Forty-five (45) days after the date on Page 1, We reserve the right to reject this Agreement.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES FOLLOW.]

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Agreed to as of the date set forth above.

CUSTOMER:

Norman Public Schools

By: _____

Name: Dirk O'Hara

Title: Board President

PROVIDER:

[provider name]

By: _____

Name: Tom Capucille

Title: Manager

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Schedule 1.2

System Characteristics

The System characteristics will include the following, or substantially similar characteristics:

a. The inclusion of 530 SIL-500 HM Solar PV modules, producing a nameplate capacity of 265.00 kW DC and 412,566 kWh DC in the first year ("Estimated Energy Production"). The Estimated Energy Production is expected to decrease each year by approximately 0.05% due to normal module degradation.
b. The guaranteed minimum production during the first (1st) year of the Term will be ninety percent (90%) of this figure: 371,309 kWh DC. ("Guaranteed Energy Production")
c. The inclusion of 5 SMA STP-50000TL-US-41 inverters.
d. The inclusion of the RM10 EVO in the Ballast mount style.
e. The inclusion of all wiring, subcomponents, labor, and incidental materials necessary to produce power as listed above.
f. The inclusion of all equipment required for You and Provider to monitor system performance. Customer agrees that Provider reserves the right to monitor system performance by any means deemed reasonable for the purposes of determining its own compliance with the System's production guarantee, as provided in paragraph (a) above. This may include such measures as electronic monitoring of consumption and production or video recording equipment for the purpose of assessing shade and weather conditions which may affect System performance.

Should Installer determine that, for any reason, the original design of the System is no longer suitable for installation on the Property, then Installer will make reasonable efforts to modify the System to suit the Property and to ensure that the System's characteristics remain substantially similar to those identified above.

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[Schedule 8.1]

Fair Market Value of the System

The purchase price for the System will reflect the Fair Market Value of the System at the time as determined by a neutral third party chosen by mutual agreement between the Parties.

Norman Public Schools and Facilitron, Inc.
Online Facilities Rental Storefront Agreement

This Online Facilities Rental Storefront Agreement (this "Agreement") is made and entered into as of MAY 8, 2023 (the "Effective Date"), by and between Norman Public Schools (the "Client"), and Facilitron, Inc., a Delaware corporation (the "Company"). The Client and the Company may be referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

A. WHEREAS, the Company is the operator of an Internet website that provides its customers with a web storefront for the presentation and rental of facilities; and

B. WHEREAS, the Client desires to present and rent its facilities on a web storefront hosted by the Company ("the "Client Facilities Rental Storefront") upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions. As used in this Agreement, the following terms, when capitalized, shall have the following meanings:

(a) "**Company Site**" shall mean the Company's website maintained at www.facilitron.com and any successor or supplemental locations.

(b) "**Client Site**" shall mean Client's website maintained at: www.normanpublicschools.org and any successor or supplemental locations.

(c) **"End Users"** shall mean individuals or outside group representatives as well as any employee, contractor or agent of Client who uses the Online Facilities Rental Storefront to rent Client Facilities.

(d) "**Client Facilities**" shall mean the facilities that the Client intends to rent.

(e) **"Online Facilities Rental Storefront"** shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of renting Client Facilities to End-Users (www.facilitron.com/nps73069 and any successor or supplemental locations).

(f) **"Services"** shall mean the act of setting up and populating Online Facilities Rental Storefront and Client Facilities for presentation and rental, providing additional offerings facilitating rental transactions, such as liability insurance, taking rental orders, processing of payments and disbursements, and providing customer support.

(g) "**Transaction**" as used in the Exhibit "A" herein shall mean the total of each reservation that an End-User makes by using the Online Facilities Rental Storefront. For example, if a

reservation is made that includes twenty (20) uses of a Client Facility, the "Transaction" will be the total costs associated with all twenty (20) uses.

2. Grant of Rights.

(a) Grant of Rights to Company. The Client hereby grants Company the non-exclusive right to present and rent Client Facilities to End-Users in accordance with the provisions of this Agreement during the Term.

(b) Appointment of the Company as Limited Payment Collection Agent for the Client. The Client hereby appoints Company as the Client's limited payment collection agent solely for the purpose of accepting rental and service payments from End Users. The Client agrees that payment made by an End User through Company, shall be considered the same as a payment made directly to the Client, and the Client will make the facilities and services available to the End User in the agreed-upon manner as if the Client has received the fees. The Client agrees that Company may, in accordance with the cancellation policy selected by the Client (i) permit the End User to cancel the booking and (ii) refund (via Company) to the End User that portion of the fees specified in the applicable cancellation policy. The Client understands that Company accepts payments from End Users as the Client's limited payment collection agent and that Company's' obligation to pay the Client is subject to and conditioned upon successful receipt of the associated payments from End Users. In accepting appointment as the limited authorized agent of the Client, the Company assumes no liability for any acts or omissions of the Client.

(c) Pricing and Payment Terms. The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee"). **Company shall withhold a commission from the Client or charge End Users a service fee, as determined by the Client pursuant to Exhibit "A", which is attached hereto and incorporated herein by reference.** Notwithstanding the foregoing, in no event shall the aggregate fees to be charged to End Users exceed those limits set forth in Oklahoma law or Client's board policies. Company shall remit all collected Client Fee payments for completed rentals minus any applicable commission and any End User refunds by a check to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.

(d) Audit. Upon at least ten (10) calendar days prior written demand to Company, the Client shall have the right, at its own cost and expense, to audit Company's books, records, and accounts for the sole purpose of verifying payments reported under Section 2(c). Company shall provide all such relevant books, records, and accounts to Client upon such demand. If Client (through its certified public accountant or other appropriate auditor) concludes that additional amounts were owed during the audited period, the Company shall pay such additional amounts within thirty (30) calendar days of the date the Client delivers to Company such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by the Client; provided, however, if the audit discloses that the payments payable by Company for such period are more than thirty percent (30%) of the amounts actually paid for such period, then the Company shall pay the reasonable fees and expenses charged by such accounting firm in addition to any additional amounts owed.

3. Scope of Services.
Company shall be responsible for (a) designing and hosting facility rental websites equipped with rental application and payment processing for each facility, (b) maintaining the websites and calendar to ensure that the sites are functional and usable, (c) providing PCI compliant payment processing, (d) providing account management and customer service personnel as are reasonably necessary to perform, maintain and manage the Services, (e) coordinating all administrative functions associated with the Services, and (f) conducting any other operations reasonably necessary to perform the Services. Company shall comply with all industry standards, any Client rules and regulations concerning the use of Client Facilities, Client's reasonable requests, and all applicable law.

4. Client Obligations.
(a) Solely for purposes of conducting the Services, Client shall use commercially reasonable efforts to assist Company in performing the Services by providing access to its staff, facilities, and updated rental availability data in a timely manner.
(b) The Client shall use commercially reasonable efforts to provide on its website and other communications, at its discretion, instructions, links, and other information to promote the Services therein.

5. No Transfer of Intellectual Property Rights. The Client and the Company acknowledge and agree that no transfer of any proprietary technology, inventions, developments, improvements, art, ideas, art form, or the like, including, but not limited to patents, patent applications, trademarks, copyrights or trade secrets (collectively, "Intellectual Property"), is intended in connection with this Agreement. Each Party's ownership interest in any Intellectual Property owned or licensed by such Party as of the date of this Agreement or acquired by it during the Term of this Agreement is not, and shall not be affected by the terms of this Agreement.

6. Trademarks; Client Marks and Company Marks.
(a) Subject to the terms and conditions of this Agreement, the Client grants Company a nonexclusive, non-transferable, revocable license to use the Client's trademarks ("Client Marks") solely on the Online Facilities Rental Storefront and in connection with any promotions, marketing and press releases relating to the Services contemplated under this Agreement. The Client Marks are, and shall remain, the sole property of Client. Upon termination of this Agreement or of the herein granted license for any reason, the Company shall promptly discontinue use of the Client Marks.
(b) Subject to the terms and conditions of this Agreement, Company grants Client a nonexclusive, non-transferable, revocable license to use the Company's trademarks and servicemarks (the "Company Marks") in connection with marketing rental of the Client Facilities and any related services. The Company Marks are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall use commercially reasonable efforts not to do or suffer to be done any act or thing which will in any way impair the rights of the Company and to the Company Marks. It is understood that Client

shall not acquire and shall not claim any title to the Company Marks adverse to the Company by virtue of the license granted herein, it being the intention of the Parties that use of the Company Marks by Client shall at all times inure to the benefit of the Company. Upon termination of this Agreement or of the herein granted license for any reason, Client agrees to promptly discontinue use of the Company Marks except that historical records may remain and be subject to internet access and/or public records requests.

7. Privacy Policy.

Company shall ensure that any collection, use of or disclosure of any individual, aggregate and/or personally-identifiable customer data and information about the End Users by Company complies with all applicable laws and regulations, including, but not limited to the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§ 6501, et seq.), the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §§ 1232g, et seq.) and related regulations, relevant State law, and with Client's privacy policy and the Company's privacy policy (the "Privacy Policy"). Company shall post throughout the Term of this Agreement, on at least the main page of the Online Facilities Rental Storefront, a copy or link to the Privacy Policy. The Privacy Policy must be prominently published on the web page and provide adequate notice, disclosure and choice to users regarding Company's collection, use and disclosure of user information. Company shall ensure that the Privacy Policy does not create any liability to Client for the use of any customer or user data by either Party in any manner.

8. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by a Party hereto (the "Disclosing Party") to the other Party ("Recipient"), either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or would reasonably be regarded as being of a confidential nature or, if disclosed orally, is identified as confidential or proprietary at the time of its disclosure to the Recipient or would reasonably be regarded as being of a confidential nature; provided, however, that any information relating to financial, product and business plans and strategies shall be deemed to be Confidential Information whether or not so designated. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure to the Recipient by the Disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure to the Recipient by the Disclosing Party through no action or inaction of Recipient; (iii) Recipient is able to demonstrate by documentary evidence that the Confidential Information was lawfully in the possession of Recipient at the time of disclosure by the Disclosing Party; (iv) is independently developed by Recipient, provided Recipient can show by documentary evidence that such development was accomplished by or for Recipient without any use or beneficial reference to any Confidential Information of the Disclosing Party; (v) is disclosed pursuant to legal, judicial or administrative proceeding or as otherwise required by law, provided that (A) Recipient gives reasonable prior notice to the Disclosing Party to allow it to seek a protective or similar order preventing or restricting the disclosure of such information,

and (B) such information shall be deemed not to be Confidential Information only to the extent that such disclosure is compelled by such proceeding or law and only for the purpose of complying with such proceeding or law; or (vi) has been approved in writing for disclosure by the Disclosing Party.

(b) Duty to Hold in Confidence. Each Recipient agrees that, to the extent permitted by law, it will preserve in strict confidence and secure against accidental loss any Confidential Information disclosed by the Disclosing Party to Recipient. In preserving the Disclosing Party's Confidential Information, Recipient will use the same standard of care it would use to secure and safeguard its own Confidential Information of similar importance, but in no event less than reasonable care. Any permitted reproduction of the Disclosing Party's Confidential Information shall contain all confidential or proprietary legends that appear on the original.

(c) Permitted Disclosures. To the extent permitted by law, Recipient shall permit access to the Disclosing Party's Confidential Information solely to its employees, agents and contractors who have a need to know such information for purposes of the Recipient's performance of the Agreement. Except as permitted by law or in the exercise of the rights granted under this Agreement, Recipient shall not disclose or transfer any Confidential Information to any third party, without the specific prior written approval of the Disclosing Party.

(d) Obligation to Return Confidential Information. Recipient acknowledges that the Disclosing Party retains ownership of all Confidential Information disclosed or made available to Recipient. Accordingly, upon any termination, cancellation or expiration of this Agreement, or upon the Disclosing Party's request for any reason (other than in violation of this Agreement), Recipient shall return promptly to the Disclosing Party the originals and all copies (without retention of any copy) of any written documents, tools, materials or other tangible items provided by the Disclosing Party to the Recipient containing or embodying Confidential Information.

9. Representations and Warranties.

(a) Client Representations and Warranties. Client represents and warrants to the Company as of the Effective Date that:

(i) Authority. Client has power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) No Conflicts. The execution, delivery and performance by Client of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by Client pursuant thereto or in connection herewith will not: (A) conflict with or violate any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to Client or its actions; or (B) to the best knowledge of Client, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which Client is a party or by which any of its property is bound.

(b) Company Representations and Warranties. The Company represents and warrants to Client as of the Effective Date that:

(i) Corporate Authority. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary corporate action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) No Conflicts. The execution, delivery and performance by the Company of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by the Company pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of the Company or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to the Company or its actions; or (B) to the best knowledge of the Company, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Company is a party or by which any of its property is bound.

(iii) Binding Obligation. When executed and delivered by the Company and Client, this Agreement will be valid and legally binding obligation of the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws and to general principles of equity which are within the discretion of courts of applicable jurisdiction.

(iv) Confidentiality Agreements. The Company has and will maintain with all the Company employees, agents, and consultants, written agreements sufficient to enable the Company to perform its obligations hereunder with confidentiality terms at least as restrictive as those provided for the Parties under this Agreement.

(v) Non-infringement. The Company represents and warrants that the Company Site and the Online Facilities Rental Storefront do not knowingly infringe any Intellectual Property Rights of any third party.

10. Termination.

(a) Term. The initial term of this Agreement shall be **twelve (12)** months from the Effective Date (the "Term"). Company will be the provider of Client Facilities Rental Storefronts for the Term, unless terminated early per Paragraph 10(b). Thereafter, this Agreement shall continue on a month-to-month basis unless terminated by either Party as set forth in Paragraph 10(c).

(b) Termination for Breach. In the event of a material breach of this Agreement by a Party (the "Breaching Party"), expressly including Company's failure to abide by the payment and reporting terms as set forth in the Agreement, this Agreement may be terminated by the non-breaching Party, effective upon delivery of written notice to the Breaching Party, unless within seven (7) business days after receiving written notice of such breach from the non-breaching Party the Breaching Party cures such breach (or agrees with the non-breaching

Party on a plan to cure such breach, which agreement shall not be unreasonably withheld, conditioned or delayed by the non-breaching Party).

(c) Other Termination. Following the Term the Client or Company may terminate this Agreement at any time for any reason without cause. Written notice by the Client shall be sufficient to stop further performance of services by the Company. In the event of early termination, the Company shall be paid for satisfactory work performed to the date of termination. The Client may then proceed with any work-product, materials, and information completed by the Company in any manner the Client deems proper.

(d) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5, 6 and 8 shall survive the expiration or earlier termination of this Agreement.

11. General Provisions.

(a) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ON ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SPECULATIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE TRANSACTION FEES RECEIVED BY THE COMPANY DURING THE TERM OF THIS AGREEMENT.

(b) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned by any Party without the consent of the other Party (i) to any of the Party's majority-owned or controlled subsidiary entities or (ii) to any other entity resulting from the sale, merger, reorganization or other transfer of all or substantially all of the business or assets of the Party or its majority-owned or controlled subsidiary entities. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient within the next three (3) business days following the email or facsimile transmission.

(e) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

If to Client:	Norman Public Schools 131 South Flood Avenue, Norman, OK 73069 Attn: Telephone: (405) 364-1339
If to the Company:	Chief Executive Officer Facilitron, Inc. PO Box 1935 Los Gatos, CA 95031-1935 Telephone: 800-272-2962

Notice delivered by hand shall be deemed to have been received by the addressee on the date delivered. Notice given by registered or certified mail, return receipt requested, shall be deemed to have been received by the addressee on the date marked on the receipt. Notice given electronically or by confirmed facsimile shall be deemed to have been received by the addressee on the business day following the day on which it was sent.

(f) Entire Agreement. This Agreement and the Exhibits hereto are the complete agreement of the Parties relating to the subject matter hereof. This Agreement supersedes and governs any other prior or collateral agreements with respect to the subject matter hereof. Any amendment to this Agreement or any modification of any term of this Agreement must be in writing and be executed by an authorized officer of each Party.

(g) Governing Law, Dispute Resolution and Exclusive Venue. This Agreement shall be governed by and construed under the laws of the State of Oklahoma, without reference to conflict of laws principles. The parties waive any objection to exclusive jurisdiction and venue in the state and federal courts located in Cleveland County, Oklahoma.

(h) Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.

(i) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

(j) Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(k) Force Majeure. Neither Party to this Agreement shall be held responsible for any failure or delay in performance under this Agreement where such performance is rendered impracticable by any act of war, compliance with laws, governmental acts or regulations, fire, flood, other natural disaster, epidemic, strikes and other causes similar to those listed, in each case where failure to perform is beyond the control, and not caused by the negligence of the non-performing Party ("Force Majeure").

(l) No Third Party Beneficiaries. Unless otherwise expressly provided, no provision of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized as of the date first written above.

"CLIENT"	"COMPANY"
Norman Public Schools	Facilitron, Inc.
By: _____	By: _____
Name: Dirk O'Hara	Name: Mike Kapul
Title: Board President	Title: President
Date: 5-8-23	Date: May 18, 2023

EXHIBIT "A"

Company Fees

The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee").

The Client agrees to pay the Company a commission of 10% of the total Client Fee amount per Transaction which shall be deducted from the client's payment. Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.

Minimum Annual Rental Volume. In the event that the total Client Fee payments for completed rentals during a 12-months period (the "Actual Rental Volume") are less than $100,000 (the "Minimum Rental Volume") the Client agrees to pay the Company 10% of the difference between the Minimum Rental Volume and the Actual Rental Volume. The Company shall invoice the Client 30 days after the end of the 12-months period.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of April in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

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

Norman Public Schools
Independent School District No. 29 of Cleveland County, Oklahoma
131 S. Flood Ave.
Norman, OK 73170

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

MA+ Architecture, LLC
4000 N. Classen Blvd., Suite 100N
Oklahoma City, OK 73118
Telephone Number: (405)525-8806

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

On-Call Architectural and Peer Review Services for 2023 Bond Projects For Norman Public Schools
Norman, Oklahoma

The Owner and Architect agree as follows.

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

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement constitutes a master agreement setting for the term and conditions under which the Architect will provide professional services including, but not limited to master planning, scope development and architectural and engineering design services in connection with remodeling, addition to or construction of building and improvements as requested by the Owner. The scope of any services to be performed under the terms of this Agreement and the compensation to be paid to the Architect for such services will be set forth in a Supplemental Schedule and accompanying Exhibit "A" to the Supplemental Schedule to be executed and delivered by the parties prior to the commencement of any work or other activity in connection with a particular project. Each project shall be the subject of a separate Supplemental Schedule. This Agreement and each Supplement Schedule executed by the Owner and the Architect shall constitute the entire integrated agreement between the Owner and the Architect and shall supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Architect.

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be determined.

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

To be determined.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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Construction Manager. Construction Manager's have not been chosen official yet.

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

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.

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

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Justin Milner, Associate Superintendent & COO
Operational Services, Norman Public Schools
131 South Flood Avenue
Norman, OK 73069
Telephone Number: (405)366-5874

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

Unknown at this time.

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

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.1 Geotechnical Engineer:

.2 Civil Engineer:

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

IT Design Services
Storm Shelter Structural and Non-Structural Peer Review Services
Enhanced Structural Storm Shelter Observations

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Marcia Gallant, AIA
Project Architect
110 N. Mercedes, Suite 200
Norman, OK 73069
Telephone Number: (405)525-8806

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kirkpatrick Forest Curtis, PC
525 Central Park Drive, Suite 202
Oklahoma City, OK 73105
Telephone Number: (405)528-4596

.2 Mechanical Engineer:

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

.3 Electrical Engineer:

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

.4 Landscape Architecture:

To be determined.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Unknown at this time.

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(Paragraphs deleted)

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

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with Project site and the laws, codes and regulations applicable to the provision of the Architect's services and to the completion and the occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

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§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.7 The following design services will be considered basic services if associated cost is included in the Cost of Work; programming, landscape design and interior design.

§ 3.1.8 The Architect shall assist the Owner in preparation for, and shall attend, staff meetings as well as public presentations, meetings and hearings.

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate. Providing the Owner such information shall not relieve the Construction Manager of his obligations for cost estimating.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager, consult the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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

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further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall review the updated estimate for the Cost of the Work prepared by the Construction Manager, consult the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, and conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to review and approval of the Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contract forms including general and supplemental conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by:

.1 Assisting the Construction Manager in preparing bid packages including bidding requirements;

.2 Participating in a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;

.3 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda; and,

.4 Assisting the Construction Manager in organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, provisions of this Agreement shall control as it relates to the Architect's services.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. As part of the Architect's Basic Services, the Architect shall assist the Owner in preparation of the final punch list.

§ 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 . Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

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§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

§ 3.6.6.6 The Architect shall deliver, upon Project Completion, a complete set of Construction Documents, as built drawing in paper and PDF format, and in the latest version of CAD or Revit and a clean (vectorized) site plan and floor plans.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. The Architect shall notify the Owner in writing of **any** proposed Additional Services. Additional Services for which additional compensation is sought shall only be performed up the prior written approval of the Owner. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Geotechnical Engineering	Owner. Coordinated by the Architect.
(Rows deleted)	
§ 4.1.1.2 Civil Engineering	Owner. Coordinated by the Architect.
(Rows deleted)	
§ 4.1.1.3 IT Design Services	Owner. Coordinated by the Architect.
§ 4.1.1.4 Storm Shelter Structural Peer Review	Owner. Coordinated by the Architect.
§ 4.1.1.5 Storm Shelter Non-Structural Peer Review	Owner. Coordinated by the Architect.

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§ 4.1.1.6 Enhanced Structural Storm Shelter Observations	Owner. Coordinated by the Architect.

§ 4.1.2 Description of Supplemental Services

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

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

N/A

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

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

Geotechnical Engineering, Civil Engineering, IT Design Services, Storm Shelter Peer Review (Structural and Non-Structural), Enhanced Structural Storm Shelter Observations. All Supplemental Services will be coordinated by the Architect.

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement except for services required due to the fault of the Architect or when the Owner has approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.2.2, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing except when required in the performance of the Architect's Construction Phase Services or Bidding Phase Services;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

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

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide
(Paragraphs deleted)
a reasonable number or review of the Contractor submittals and reasonable number of the site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers ore reviews, visits and inspections shall be provided as Additional Services upon notice to and approval of the Owner.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after the date of Substantial Completion of Work or issuance of a Certificate of Occupancy if required.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner's Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner's behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative consent material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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

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

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

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

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

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

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from errors or omissions of the Architect.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has

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control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner and the Construction Manager to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall in the Owner's sole discretion

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

(Paragraphs deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Services becomes permanent and irrevocable.

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7
(Paragraphs deleted)
The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including date in the electronic format as my be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Oklahoma.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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

(Paragraphs deleted)

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In any action or arbitration proceeding, including appeals, thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as my be awarded.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as in accordance with the provisions of the applicable Supplemental Schedule authorizing the commencement of Work on the Project. Fee for MA+ Architecture, LLC will be updated yearly as projects are scheduled and a new fee for those projects will be issued in a Supplemental Schedule.

(Paragraphs deleted)

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately. The Cost of the Work shall, for purposes of determining Architect's compensation, include the total of all construction contracts awarded for the construction of the Project including the Construction Manager's fee, General Conditions and Reimbursables. It shall not include contingencies, engineering and other professional fees.

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

N/A

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

See attached Exhibit "A", 2023 Hourly Rates for MA+ Architecture, LLC. Wage and Rate Schedule – Exhibit "A" to Agreement subject to adjustment as provided in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus
(Paragraphs deleted)
Ten percent (10%), or as follows:

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

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

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

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

Refer to Exhibit "A", MA+ Architecture, LLC 2023 Hourly Rates.
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Permitting and other fees required by authorities having jurisdiction over the Project;
.3 Printing, reproductions, plots, and standard form documents;

(Paragraph deleted)

.4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.6 Site office expenses when approved in writing by the Owner;

(Paragraphs deleted)

.7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.8 Other similar Project-related expenditures.
.9 Project Management Software

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

(Paragraph deleted)

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear

(Paragraphs deleted)

interest. The rate of interest on unpaid amounts shall be equal to the interest on judgements of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

§ 12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

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

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A" MA+ Architecture, LLC 2023 Hourly Rates

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

Addendum to Agreement of even date.
Supplemental Schedule.

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Dirk O'Hara President, Board of Education *(Printed name and title)*	Gary L. Armbruster, AIA, ALEP Principal *(Printed name, title, and license number, if required)*

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Additions and Deletions Report for

AIA® Document B101® – 2017

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PAGE 1

AGREEMENT made as of the Third day of April in the year Two Thousand Twenty-three

...

Norman Public Schools
Independent School District No. 29 of Cleveland County, Oklahoma
131 S. Flood Ave.
Norman, OK 73170

...

MA+ Architecture, LLC
4000 N. Classen Blvd., Suite 100N
Oklahoma City, OK 73118
Telephone Number: (405)525-8806

...

On-Call Architectural and Peer Review Services for 2023 Bond Projects For Norman Public Schools
Norman, Oklahoma

PAGE 2

§ 1.1 This Agreement ~~is based on the Initial Information set forth in this Section 1.1.~~
~~(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")~~constitutes a master agreement setting for the term and conditions under which the Architect will provide professional services including, but not limited to master planning, scope development and architectural and engineering design services in connection with remodeling, addition to or construction of building and improvements as requested by the Owner. The scope of any services to be performed under the terms of this Agreement and the compensation to be paid to the Architect for such services will be set forth in a Supplemental Schedule and accompanying Exhibit "A" to the Supplemental Schedule to be executed and delivered by the parties prior to the commencement of any work or other activity in connection with a particular project. Each project shall be the subject of a separate Supplemental Schedule. This Agreement and each Supplement Schedule executed by the Owner and the Architect shall constitute the entire integrated agreement between the Owner and the Architect and shall supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Architect.

...

To be determined.

...

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To be determined.
PAGE 3

Construction Manager. Construction Manager's have not been chosen official yet.

...

To be determined.

...

To be determined.

...

To be determined.

...

To be determined.

...

Competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.

...

N/A

...

Justin Milner, Associate Superintendent & COO
Operational Services, Norman Public Schools
131 South Flood Avenue
Norman, OK 73069
Telephone Number: (405)366-5874

...

Unknown at this time.
PAGE 4

(List any other consultants and contractors retained by the Owner.)

IT Design Services
Storm Shelter Structural and Non-Structural Peer Review Services
Enhanced Structural Storm Shelter Observations

...

Marcia Gallant, AIA
Project Architect
110 N. Mercedes, Suite 200
Norman, OK 73069
Telephone Number: (405)525-8806

...

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Kirkpatrick Forest Curtis, PC
525 Central Park Drive, Suite 202
Oklahoma City, OK 73105
Telephone Number: (405)528-4596

...

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

...

Allen Consulting, Inc.
110 N. Mercedes Drive, Suite 100
Norman, OK 73069
Telephone Number: (405)447-2282

.4 Landscape Architecture:
To be determined.

...

Unknown at this time.

~~§ 1.1.12 Other Initial Information on which the Agreement is based:~~

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

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

PAGE 5

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with Project site and the laws, codes and regulations applicable to the provision of the Architect's services and to the completion and the occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services

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called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate.

PAGE 6

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

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

...

§ 3.1.7 The following design services will be considered basic services if associated cost is included in the Cost of Work; programming, landscape design and interior design.

§ 3.1.8 The Architect shall assist the Owner in preparation for, and shall attend, staff meetings as well as public presentations, meetings and hearings.

PAGE 7

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared ~~in accordance with Section 6.3.~~ by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate. Providing the Owner such information shall not relieve the Construction Manager of his obligations for cost estimating.

...

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§ 3.3.2 The Architect shall ~~update the~~ review the updated estimate of the Cost of the Work prepared ~~in accordance with Section 6.3.~~by the Construction Manager, consult the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.
PAGE 8

§ 3.4.4 The Architect shall ~~update the~~ review the updated estimate for the Cost of the Work prepared ~~in accordance with Section 6.3.~~by the Construction Manager, consult the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.

...

The Architect ~~shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the~~ shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, and conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to review and approval of the Owner and Owner's counsel. The Architect shall assist the Owner in ~~(1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4)~~ obtaining competitive bids and in awarding and preparing contracts for construction.

...

§ 3.5.2.1 Bidding Documents shall consist of ~~bidding requirements and proposed Contract Documents.~~Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contract forms including general and supplemental conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by:

.1 ~~facilitating the distribution of Bidding Documents to prospective bidders;~~Assisting the Construction Manager in preparing bid packages including bidding requirements;

.2 ~~organizing and conducting~~ Participating in a pre-bid conference for prospective ~~bidders;~~bidders organized and conducted by the Construction Manager;

.3 ~~preparing~~ Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents ~~to the prospective bidders~~ in the form of addenda; and,

.4 Assisting the Construction Manager in organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

...

~~§ 3.5.3 Negotiated Proposals~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

~~.2 organizing and participating in selection interviews with prospective contractors;~~

~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

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...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, provisions of this Agreement shall control as it relates to the Architect's services.
PAGE 9

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. As part of the Architect's Basic Services, the Architect shall assist the Owner in preparation of the final punch list.

...

§ 3.6.2.2 ~~The Architect has the authority to reject Work that does not conform to the Contract Documents.~~. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
PAGE 11

§ 3.6.6.6 The Architect shall deliver, upon Project Completion, a complete set of Construction Documents, as built drawing in paper and PDF format, and in the latest version of CAD or Revit and a clean (vectorized) site plan and floor plans.

...

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. The Architect shall notify the Owner in writing of **any** proposed Additional Services. Additional Services for which additional compensation is sought shall only be performed up the prior written approval of the Owner. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1 Geotechnical Engineering	Owner. Coordinated by the Architect.
~~§ 4.1.1.1 Programming~~	
~~§ 4.1.1.2 Multiple preliminary designs~~	
~~§ 4.1.1.3 Measured drawings~~	
~~§ 4.1.1.4 Existing facilities surveys~~	
~~§ 4.1.1.5 Site evaluation and planning~~	
~~§ 4.1.1.6 Building Information Model management responsibilities~~	
~~§ 4.1.1.7 Development of Building Information Models for post construction use~~	
§ 4.1.1.2 Civil Engineering	Owner. Coordinated by the Architect.
~~§ 4.1.1.8 Civil engineering~~	

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~~§ 4.1.1.9 Landscape design~~	
~~§ 4.1.1.10 Architectural interior design~~	
~~§ 4.1.1.11 Value analysis~~	
~~§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3~~	
~~§ 4.1.1.13 On-site project representation~~	
~~§ 4.1.1.14 Conformed documents for construction~~	
~~§ 4.1.1.15 As-designed record drawings~~	
~~§ 4.1.1.16 As-constructed record drawings~~	
~~§ 4.1.1.17 Post-occupancy evaluation~~	
~~§ 4.1.1.18 Facility support services~~	
~~§ 4.1.1.19 Tenant-related services~~	
~~§ 4.1.1.20 Architect's coordination of the Owner's consultants~~	
~~§ 4.1.1.21 Telecommunications/data design~~	
~~§ 4.1.1.22 Security evaluation and planning~~	
~~§ 4.1.1.23 Commissioning~~	
~~§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3~~	
~~§ 4.1.1.25 Fast-track design services~~	
~~§ 4.1.1.26 Multiple bid packages~~	
~~§ 4.1.1.27 Historic preservation~~	
~~§ 4.1.1.28 Furniture, furnishings, and equipment design~~	
~~§ 4.1.1.29 Other services provided by specialty Consultants~~	
§ 4.1.1.3 IT Design Services	Owner. Coordinated by the Architect.
~~§ 4.1.1.30 Other Supplemental Services~~§ 4.1.1.4 Storm Shelter Structural Peer Review	Owner. Coordinated by the Architect.

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§ 4.1.1.6 Enhanced Structural Storm Shelter Observations	Owner. Coordinated by the Architect.

...

N/A

...

Geotechnical Engineering, Civil Engineering, IT Design Services, Storm Shelter Peer Review (Structural and Non-Structural), Enhanced Structural Storm Shelter Observations. All Supplemental Services will be coordinated by the Architect.

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

The Architect may provide Additional Services after execution of this Agreement without invalidating the ~~Agreement. Except~~ Agreement except for services required due to the fault of ~~the Architect,~~ the Architect or when the Owner has approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.2.2, any

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Additional Services provided in accordance with this Section ~~4.2~~ 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

...

.7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing;~~hearing except when required in the performance of the Architect's Construction Phase Services or Bidding Phase Services;

PAGE 13

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

~~.1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~

~~.2 ( ) visits to the site by the Architect during construction~~

~~.3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~

~~.4 ( ) inspections for any portion of the Work to determine final completion.~~a reasonable number or review of the Contractor submittals and reasonable number of the site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers ore reviews, visits and inspections shall be provided as Additional Services upon notice to and approval of the Owner.

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

...

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

§ 5.3 The ~~Owner shall identify a representative~~ Owner's Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner's behalf with respect to the ~~Project.~~ Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative consent material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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~~**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from errors or omissions of the Architect.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, ~~prepared by the Architect,~~ represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
PAGE 15

§ 6.5 If at any time the ~~Architect's~~ Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner and the Construction Manager to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the ~~lowest bona fide bid or negotiated proposal, the Owner shall~~total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall in the Owner's sole discretion

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the~~ The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.
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~~**§ 8.1 General**~~
~~**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

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

...

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

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other: *(Specify)*~~

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

~~**§ 8.3 Arbitration**~~
~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~
~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Services becomes permanent and irrevocable.

...

§ 9.6 ~~If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect~~ In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~together with Reimbursable Expenses then due.

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~

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

The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including date in the electronic format as my be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.

...

§ 10.1 This Agreement shall be governed by the ~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~laws of the State of Oklahoma.
PAGE 18

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

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

§ 10.10 In any action or arbitration proceeding, including appeals, thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as my be awarded.

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as ~~follows:~~in accordance with the provisions of the applicable Supplemental Schedule authorizing the commencement of

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Work on the Project. Fee for MA+ Architecture, LLC will be updated yearly as projects are scheduled and a new fee for those projects will be issued in a Supplemental Schedule.

...

~~.1 Stipulated Sum~~
~~*(Insert amount)*~~

~~.2 Percentage Basis~~
~~*(Insert percentage value)*~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 Other~~
~~*(Describe the method of compensation)*~~

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately. The Cost of the Work shall, for purposes of determining Architect's compensation, include the total of all construction contracts awarded for the construction of the Project including the Construction Manager's fee, General Conditions and Reimbursables. It shall not include contingencies, engineering and other professional fees.

...

N/A

...

See attached Exhibit "A", 2023 Hourly Rates for MA+ Architecture, LLC. Wage and Rate Schedule – Exhibit "A" to Agreement subject to adjustment as provided in Section 11.7.

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

Ten percent (10%), or as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

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budget for the Cost of the Work. ~~Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

...

Refer to Exhibit "A", MA+ Architecture, LLC 2023 Hourly Rates.

~~Employee or Category~~ ~~Rate ($0.00)~~

...

~~.2~~ ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

~~.3~~ Permitting and other fees required by authorities having jurisdiction over the Project;

~~.4~~ .3 Printing, reproductions, plots, and standard form documents;

~~.5~~ ~~Postage, handling, and delivery;~~

~~.6~~ .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

~~.7~~ .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

~~.8~~ ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~ .6 Site office expenses when approved in writing by the Owner;

~~.9~~ ~~All taxes levied on professional services and on reimbursable expenses;~~

~~.10~~ ~~Site office expenses;~~

~~.11~~ .7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

~~.12~~ .8 Other similar Project-related expenditures.

.9 Project Management Software

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

~~**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*~~

...

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

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

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§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear ~~interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~—%—~~interest. The rate of interest on unpaid amounts shall be equal to the interest on judgements of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.

PAGE 20

§ 12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

§ 12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

...

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203 2013 incorporated into this agreement.)*~~

~~———~~

...

~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204 2017 incorporated into this agreement.)*~~

~~———~~

~~[—~~X] Other Exhibits incorporated into this Agreement:

...

Exhibit "A" MA+ Architecture, LLC 2023 Hourly Rates

...

Addendum to Agreement of even date.
Supplemental Schedule.

PAGE 21

Cindy Nashert	Gary L. Armbruster, AIA, ALEP
President, Board of Education	Principal

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User Notes: (1987470385)

ADDENDUM TO AIA DOCUMENT B101-2017
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ARCHITECT

This Addendum, entered into this 10th day of April, 2023, by and between **THE INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA**, hereinafter referred to as "Owner" and **MA+ ARCHITECTURE, LLC**, hereinafter referred to as "Architect", is executed simultaneously with and constitutes a part of the Standard Form of Agreement between Owner and Architect, AIA Document B101-2017 covering professional architectural services for one or more projects contained in Owner's 2023 Bond Program (the "Agreement"). The provisions of this Addendum supercede and void all inconsistent provisions in the Agreement and in any prior agreement between the parties for services to be performed hereunder.

The following section numbers correspond to the numbered sections in the Agreement. If new material is added, the paragraph numbers for those provisions are numbered to be consistent with the format of the Agreement. If a paragraph number appearing in the Agreement does not appear in the Addendum, then no change to that paragraph has been made and the standard provision applies.

1.1 Substituted. *This Agreement constitutes a master agreement setting forth the terms and conditions under which the Architect will provide professional services including, but not limited to, master planning, scope development and architectural and engineering design services in connection with the remodeling, addition to or construction of buildings and improvements as requested by the Owner. The scope of any services to be performed under the terms of this Agreement and the compensation to be paid the Architect for such services shall be set forth in a Supplemental Schedule and accompanying Exhibit "A" to the Supplemental Schedule to be executed and delivered by the parties prior to the commencement of any work or other activity in connection with a particular project. Each project shall be the subject of a separate Supplemental Schedule. This Agreement and each Supplement Schedule executed by the Owner and the Architect shall constitute the entire integrated agreement between the Owner and the Architect and shall supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument signed by both Owner and Architect.*

1.1.5 Modified. Add the following: "*Competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.*"

2.2 Modified. Add the following: *"The Architect represents that the Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with the Project site and with the laws, codes and regulations applicable to the provision of Architect's services and to the completion and occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project."*

2.5.1 Modified. Insert *$2,000,000 combined single limit.*

2.5.2 Modified. Insert *$1,000,000*.

2.5.5 Deleted.

2.5.6 Modified. Insert *$2,000,000 combined single limit*.

3.1.2 Substituted. *The Architect shall coordinate its services with those services provided by the Owner, the Owner's consultants and the Construction Manager. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Owner's consultants and the Construction Manager. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.*

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

3.1.7 New. *The following design services will be considered basic services if the associated cost is included in the Cost of the Work: programming, landscape design, and interior design.*

3.1.8 New. *The Architect shall assist the Owner in preparation for, and shall attend, staff meetings as well as public presentations, meetings and hearings.*

3.2.6 Substituted. *The Architect shall review the estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate. Providing the Owner such information shall not relieve the Construction Manager of his obligations for cost estimating.*

3.3.2 Substituted. *The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.*

3.4.4 Substituted. *The Architect shall review the updated estimate of the Cost of the Work prepared by the Construction Manager, consult with the Owner and Construction Manager regarding the estimate and inform the Owner of any perceived errors or omissions in the estimate.*

3.5.1 Substituted. *The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, and with the assistance of the Construction Manager, prepare necessary bidding information including bid notices, bid forms, the conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to the review and approval of Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.*

3.5.2.1 Substituted. Bidding Documents shall consist of *the Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contact forms including general and supplemental conditions, Specifications and Drawings*.

3.5.2.2 Substituted. *The Architect shall assist the Owner and Construction Manager in bidding the Project by:*

1. Assisting the Construction Manager in preparing bid packages including bidding requirements;

2. Participating in a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;

3. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda for the Construction Manager to distribute to al prospective bidders; and

4. Assisting the Construction Manager in organizing and conducting the opening of the bids and subsequently documenting and distributing the bidding results, as directed by the Owner.

3.5.3 Deleted.

3.6.1.1 Modified. Add the following: "*If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, the provisions of this Agreement shall control as it relates to the Architect's services.*"

3.6.1.3 Modified. Insert the following provision: "... and terminates *at the later of the issuance of a Certificate of Occupancy, if required, or* the date the Architect issues the final Certificate for Payment. *As a part of Architect's Basic Services, the Architect shall assist the Owner in the preparation of the final punch list*."

3.6.2.2 Modified. Delete the first sentence and replace as follows: "*The Architect shall reject Work which does not conform to the Contract Documents unless the Owner agrees to accept such non-conforming Work and executes an appropriate Change Order evidencing such consent. The Change Order shall provide that the cost of any additional testing and inspection made necessary by non-conforming work shall be charged to the Contractor and deducted from the Contract Price.*"

3.6.6.6 New. *The Architect shall deliver, upon Project Completion, a complete set of Construction Documents, as built drawings in paper and PDF format, and in the latest version of CAD or Revit and a clean (vectorized) site plan and floor plans.*

ARTICLE 4, <u>ADDITIONAL SERVICES</u>: Add the following: *"The Architect shall notify the Owner in writing of <u>any</u> proposed Additional Services. Such notification will describe the need for such services, the nature of the services and their estimated cost. Additional Services for which additional compensation is sought shall only be performed upon the prior written approval of the Owner."*

4.2 Modified. Insert the following phrase as indicated: ". . . except for services required due to the fault of the Architect *or when the Owner has not approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.3.1 and 4.3.2,* any Additional Services provided in accordance with this Section 4.3 . . .".

4.2.1.7 Modified. Insert the following phrase as indicated: "... meeting or hearing *except when required in the performance of the Architect's Construction Phase Services or Bidding Phase Services.*"

4.2.4 Modified. Delete reference to the anticipated date of Substantial Completion as follows: " . . . 60 days after the date of Substantial Completion of the Work *or issuance of a Certificate of Occupancy, if required*".

4.2.3 Substituted. *The Architect shall provide a reasonable number of reviews of Contractor submittals and reasonable numbers of site visits and inspections both taking into consideration the nature and complexity of the Project. Excessive numbers of reviews, visits and inspections shall be provided as Additional Services upon notice to and approval of the Owner.*

5.2 Modified. Delete the second sentence.

5.3 Modified. Delete the first sentence and insert the following: "*The Owner's Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner's behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative is not authorized to amend this Agreement nor may the Owner's Designated Representative consent to material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement.*"

5.15 Deleted.

6.1 Modified. Add the following: *"The Cost of the Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from the errors or omissions of the Architect."*

6.2 Modified. Delete the phrase "prepared by the Architect" from the second sentence.

6.5 Substituted. *If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner and Construction Manager to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.*

6.6 Modified. Revise the first sentence as follows: "*If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the total of the trade contractors bids, Construction Manager's fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall, in the Owner's sole discretion . . .*"

6.7 Substituted. Delete and substitute as follows: *"If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents, as necessary, to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget, as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6."*

8.1 Deleted.

8.2.1 Modified. Delete the second sentence.

8.2.4 Deleted.

8.3 Deleted.

9.4 Modified. Add the following: "*Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Services becomes permanent and irrevocable.*"

9.6 Substituted. Delete and substitute the following: "*In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.*"

9.7 Substituted. Add the following: "*The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including data in electronic format as may be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.*"

10.1 Substituted. This Agreement shall be governed by the laws of the State of Oklahoma.

10.8 Deleted.

10.8.1 Deleted.

10.10 New. *In any action or arbitration proceeding, including appeals thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as may be awarded.*

11.1 Substituted. *For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect in accordance with the provisions of the applicable Supplemental Schedule authorizing the commencement of Work on the Project.*

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately. The Cost of the Work shall, for purposes of determining Architect's compensation, include the total of all construction contracts awarded for the construction of the Project including the Construction Manager's fee, General Conditions and Reimbursables. It shall not include contingencies, engineering and other professional fees.

11.3 Modified. Insert the following after the text on the pre-printed form: "*Wage and Rate Schedule - Exhibit ____ to Agreement subject to adjustment as provided in Section 11.7.*"

11.8.1.2 Deleted.

11.8.1.5 Deleted.

11.8.1.8 Deleted.

11.8.1.9 Deleted.

11.8.1.10 Modified. Add the following: "Site office expenses *when approved in writing by the Owner."*

11.10.2.1 Modified. *"The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.*"

ARTICLE 12
EMPLOYEE CRIMINAL CONVICTIONS

12.1 The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration

provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

12.2 The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

12.3 The Architect agrees to request similar compliance statements from the Construction Manager and all Trade Contractors and subcontractors employed on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

13.2.4 Add. Addendum to Agreement of even date.
Supplemental Schedule

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA, A/K/A NORMAN PUBLIC SCHOOLS

By: _____
Name: Dirk O'Hara
Title: President, Board of Education

"Owner"

By: _____
Name: Gary Armbruster
Title: Principal Architect/Partner

"Architect"

Supplemental Schedule No. ___
to
Master Agreement
Between
Independent School District No. 29 of Cleveland County, Oklahoma,
a/k/a Norman Public Schools ("Owner")
and
_____ ("Architect")
dated _____, 2023 (the "Master Agreement")

This Supplemental Schedule is executed and delivered pursuant to the terms and conditions contained in the Master Agreement between Owner and Architect. This Supplemental Schedule and the attached Exhibit reaffirm and incorporate each of the terms and conditions of the Master Agreement and sets forth the understanding of the Owner and Architect with respect to the specific services to be performed on the project described herein. Terms described in the Master Agreement shall have their defined meanings when used in this Supplemental Schedule.

Project Name:

Description of Project:

Project Parameters:

Project Team:

Architect's Services:

Compensation:

Special Terms:

DATED this ____ day of _____, 2023.

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

By: _____
Name: _____
Title: President, Board of Education

"Owner"

_____

By: _____
Name: _____
Title: _____

"Architect"

Exhibit “A”
MA+ Architecture, LLC Hourly Rates
Effective January 1, 2023

Principal Architect	**$185.00**
Senior Architect	**$170.00**
Project Architect / Level II	**$160.00**
Project Architect / Level I	**$150.00**
Project Manager / Level III	**$140.00**
Project Manager / Level II	**$130.00**
Project Manager / Level I	**$120.00**
Architectural Intern / Level III	**$110.00**
Architectural Intern / Level II	**$100.00**
Architectural Intern / Level I	**$90.00**
Interior Designer, Registered / Manager	**$150.00**
Interior Designer, Registered	**$140.00**
Interior Designer, Intern II	**$105.00**
Interior Designer, Intern I	**$90.00**
Graphic Design / Animation	**$140.00**
Marketing / Graphic Design	**$100.00**
CAD Operator / Level III	**$95.00**
CAD Operator / Level II	**$90.00**
CAD Operator / Level I	**$85.00**
Administrative / Level II	**$85.00**
Administrative / Level I	**$65.00**
Mileage Rate	**65.5 cents per mile**

Oklahoma City
4000 Classen Blvd., Suite 100N
Oklahoma City, OK 73118

Norman
110 N. Mercedes, Suite 200
Norman, OK 73069

Weatherford
310 N. State St., Suite 2
Weatherford, OK 73096

Supplemental Schedule No. 01
to
Master Agreement
Between
Independent School District No. 29 of Cleveland County, Oklahoma
a/k/a Norman Public Schools ("Owner")
and
MA+ Architecture, LLC ("Architect")
dated April 10, 2023 (the "Master Agreement")

This Supplemental Schedule is executed and delivered pursuant to the terms and conditions contained in the Master Agreement between the Owner and Architect. This Supplemental Schedule and the attached Exhibit reaffirm and incorporated each of the terms and conditions in the Master Agreement and sets forth the understanding of the Owner and Architect with respect to the specific services to be performed on the project described herein. Terms described in the Master Agreement shall have their defined meanings when used in this Supplemental Schedule.

Project Name:
On-Call Architectural and Peer Review Services for 2023 Bond Projects
Norman Public Schools

Description of Project:
See Exhibit C.

Project Parameters:
See Exhibits A & B.

Project Team:
- Marcia Gallant, AIA (Main Point of Contact)
- Mike Lynch, Construction Administration

Architect's Services:
On-Call Architectural and Peer Review Services.
See Master Agreement and Exhibits A & B.

Compensation:
A maximum fee of $375,095.00 shown on Exhibit C. The fee will be billed monthly based on an hourly basis beginning in April 2023 and ending when the bond projects are completed in 39 months or July 2026.
See attached Exhibit D, MA+ Architecture, LLC 2023 Hourly Rates. Hourly rates to be updated yearly.

Special Terms:

Architect's Scope of Services and Additional Services are described in Exhibits A and B. The following terms shall apply to the Scope of Services and Additional Services.

A. Architect's design and construction document review services are based on a limited scope of review, direction, information, and other constraints, including those of budget and time afforded or directed by Owner. The purpose of the Architect's review is to gauge the level of confidence an experienced design professional can reasonably support after checking the Construction Documents for the items listed in the Scope. Both the level of confidence and reasonable support are dependent on the time and resources applied to the review, which are limited by the Owner's budget and Architect's Scope of Services. Greater time and resources tend to produce higher levels of confidence and support. Therefore, Architect shall comply with the Standard of Professional Due Care for performance of the Scope of Services provided; however, Architect does not make any guarantee or warranty, express, implied, or otherwise, regarding the work product of the Designer of Record (DOR). The DOR shall continue to take full professional responsibility for the Design Construction Documents and Architect's review of such Design and Construction Documents shall not modify or change the DOR's responsibility for such documents nor make Architect responsible for the Design or Construction Documents. Architect shall not become the DOR for any portion of the Project other than revisions to the DOR's documents made by Architect at the direction of the Owner as an Additional Service.

B. The document review is not intended and will not identify all errors, omissions, or conflicts in the Construction Documents. Architect does not assume responsibility for the Construction Documents. Revision of the Construction Documents is beyond the scope of this Agreement, except as authorized as an Additional Service, and, then, is limited to the revisions made by Architect. The scope of the review does not include a value engineering study or a cost of construction review.

C. Architect's Design and Construction Document review is performed for the sole benefit of Owner. Architect's Services shall not create a duty in favor of the DOR or any other third party for the discovery or correction of errors and omissions in the DOR documents, services or guarantee the deliverables are free from error. At no time shall it be construed that Architect, in providing review services is supplanting or supplementing the DOR. The services described are sometimes referred to herein as "Architect's Part of the Project." The written materials prepared by Architect as a result of the services shall be known as Architect's Instruments of Service and shall not include the DOR's Instruments of Services in their professional and contractual responsibility for the design of the Project or construed to assume the liabilities and responsibilities of the DOR.

D. Neither performance of Construction Document review nor Architect's site services, including observation of the Work, shall cause Architect to have control over or responsibility for the operations of Contractor(s), construction means, methods, sequences or techniques of construction, for failure of Contractor(s) to perform Work in accordance with the Construction Documents, nor shall Architect have control over or responsibility for the Contractor(s) safety and security programs or precautions.

DATED this 10th day of April, 2023

INDEPENDENT SCHOOL DISTRICT
NO. 29 OF CLEVELEND COUNTY, OKLAHOMA
A/K/A NORMAN PUBLIC SCHOOLS

By: _____
Name: Dirk OHara
Title: President, Board of Education
"Owner"

By: _____
Name: Gary Armbruster
Title: Principal Architect/Partner
"Architect"

Exhibit A

DESCRIPTION OF SERVICES FOR BOND PROJECT DEVELOPMENT FOR NORMAN PUBLIC SCHOOLS

SERVICES	DESCRIPTION OF SERVICES	NPS	MA+	Design Architect	Contractor
Coordinate Bond Kick Off Meeting with Design and Construction Teams	Setup and Coordinate a kickoff meeting with all design and construction team members to go over and distribute the bond timelines, projects, budgets, procedures manual, design standards and Ed Specs	○	✓		
Development of District Wide Phasing Schedule	Develop timelines for each project and identify phasing schedule for construction across the district.	○	✓		
District Wide Program	Work to review site assessments and develop programs for the entire District. This report will rank by priority each site and each project for the District.	○	✓		
Program Schedule	Develop design program for each project based on assessed needs and desired project improvements	○	✓		
Project Schedules	Develop design and construction timelines for each project.	○	✓		
Bundled Projects	Groups of projects which have common characteristics (e.g. roofs, parking lots, or fire alarm systems) which can be bundled together to take advantage of economies of scale	○	✓		
Bond Project Budget	Once programs and schedules have been established, we will establish and monitor the basic budget for each proposed bond project except for turf, playground and roofing projects. This will become the budget for each architect and contrator/construction manager to adhere to.	✓	✓		

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✓ = Primary Responsibility
○ = Minor Responsibility
❋ = Could be NPS Employee

SERVICES	DESCRIPTION OF SERVICES	NPS	MA+	Design Architect	Contractor
Design Standards	Maintain existing design standards to be used across the District. Standards will include: Finishes allowed, location of certain finishes, acceptable fixtures, wall/window thermal performance, acceptable elevators, acceptable roofing, acceptable mechanical and electrical systems, etc.	○	✓		
Education Specifications	Maintain existing educational standards for each site, program and classroom for the District. Standards will include: IT requirements, hardware requirements, teaching equipment, school standards for infrastructure, etc.	○	✓		
Furniture Standards	Support Natalie as required to maintain existing furniture standards for each site, program and classroom for the District. Standards will include: teaching desks, cabinets, shelving, chairs, teacher lounge furniture, cafeteria furniture, work room furniture, etc.	✓	○		
Selection of Contractors/CM's	Assist with advertisement, interviews, bidding, qualifications research and/or obtaining quotes for work performed in the District.	✓	✓		
Attend Staff and Community Meetings	Attend /coordinate staff and community meetings required for the successful implementation of each Project and the Program in support of the District and make presentations as necessary.	✓			
Coordinate and Monitor Local Building Permit Processes	Work with design/construction teams and the City of Norman to facilitate plan reviews, building permit processes and final inspections for projects throughout the district.		✓	✓	✓
Coordinate and Monitor Third Party Consultants	Work with and monitor any additional consultants that may be needed. This may include: Roofing Consultants, Mechanical-Electrical-Plumbing Engineers, Civil Engineers, Furniture Vendors, Mold-Asbestos Testing and Abatement Agencies, etc.		✓	✓	

✓ = Primary Responsibility
○ = Minor Responsibility
❋ = Could be NPS Employee

SERVICES	DESCRIPTION OF SERVICES	NPS	MA+	Design Architect	Contractor
Invoice Review / Pay-App Review	Review contractor billings submitted and approved by the Architects. Additionally will review and approve billings submitted by Architects and other project consultants.	○	✓	✓	✓
Monthly Reporting	Monthly reports and meetings describing project status, unexpected conditions or issues, project schedules & budgets, remaining bond funding/cash flow, etc. for review and consideration by the District. As necessary, this may include reports to the school board as well.		✓	✓	✓
Procedures Manual	Maintain manual for use by all consultants and contractors with required contact information, safety contacts, school emergency procedures, security protocols, etc. for use by all who will be working at school sites.	○	✓		
Preliminary Design Report Review	Establish preliminary design submission requirements. Review of design architects submission of designs, estimates and schedules for adherance to program requirements previously established.		✓		
Cost Estimate Review at 95% DD and CD	Review and evaluate design architect's estimate (or contractor estimate) and will provide a report of its findings.		✓		
Construction Bidding Management	Assist Norman Public Schools and their Architects / Construction Managers in the preparation of bid documents and analysis of bid results.		✓		
Basic Construction Observation	Weekly (or bi-weekly) observation of project construction. Attendance at each project construction meeting. Provide written report, review of pay-apps, change orders, submittals, etc. Provide recommendations as necessary throughout construction to ensure proper delivery of project to Norman Public Schools.	✓	✓	✓	✓

✓ = Primary Responsibility
○ = Minor Responsibility
❋ = Could be NPS Employee

SERVICES	DESCRIPTION OF SERVICES	NPS	MA+	Design Architect	Contractor
Coordination of Architect, Contractor / CM	Coordination of design architect, contractor / construction manager. Primary point of contact between NPS and architects / consultants / contractors.		✓		
Project Closeout (MA+ would provide this service on an hourly basis as required by NPS)	Participate in the punch list review process on site until each contractor has successfully completed the project and has received final payment. Work with design architects to ensure closeout documents are provided by contractors, (including warranty information). Require As-Built drawing documentation from both contractors and architect. Have Brad Copelin or other NPS representative at each review.	✓	○	✓	✓

✓ = Primary Responsibility
○ = Minor Responsibility
❋ = Could be NPS Employee

EXHIBIT B

ADDITIONAL SERVICES

for Bond Management for Norman Public Schools

Additional Services would only be provided upon prior written and clearly detailed direction of Norman Public Schools. The Bond Manager may be directed to perform any, all, or none of the following Additional Services:

1. Provide assistance, analysis and coordination of work or services to be performed under separate contracts or to be performed by Norman Public School's own forces, which work or services are outside the scope of work of Bond Manager's contracted services.

2. Provide analysis and services related to future facilities, systems improvements and equipment, which are not intended to be designed or constructed as a part of the Program.

3. Provide architectural and engineering design services required for any individual Project or group of projects that includes but is not limited to building design, selection and procurement of equipment and other related equipment for the individual Projects.

4. Attend meetings with community members in excess of two meetings per school.

5. Gathering, reviewing or analyzing data not directly related to the physical plant of any Project, such as demographic information, Information Technology, security or transportation.

6. Make revisions due to deficiencies or conflicts in documents prepared by Norman Public School, third party architects and/or engineer of record for any Project, if required, in which case the Bond Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.

7. Provide professional services made immediately necessary by the default of the architect and/or engineer of record or contractor for any Project, if required, in which case the Bond Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.

8. Produce miscellaneous presentation materials not originally anticipated as a part of the Program.

9. Provide extraordinary and continuing alternative dispute resolution services.

10. Prepare to serve or serve as expert witness in connection with any legal proceeding.

11. Provide detailed building surveys and produce existing condition drawings of structures to be remodeled, renovated or removed. These services may include the conversion of existing drawings to electronic media.

12. Provide assistance in public relations or marketing efforts either with Bond Manager employees directly or through a sub-consultant of Bond Manager, which sub-consultant will be submitted to Norman Public Schools for approval.

13. Services required by Bond Manager resulting from delays caused in whole or in part by:
    a. Changes to the Program or to Project(s) directed by Norman Public Schools
    b. Default of Architect, Contractor or Construction Manager

Exhibit "C"

2023 Projects Construction Costs for Architects and CM's

Construction costs below are only listed for the projects beginning design in 2023.
* These projects will not have associated bond oversight fees.

District Site Projects	Construction Costs	Remarks
MA+ Project Packages		
Norman North Stadium / NHS Stadium Upgrades	$18,625,000.00	*
Oklahoma Aviation Academy	$40,000,000.00	*
Dimensions	$125,000.00	*
Total:	**$58,750,000.00**	
LWPB Project Packages		
New All School PAC	$11,250,000.00	
Total:	**$11,250,000.00**	
CWA Project Packages		
Cleveland Elementary Interior Reno Only	$2,112,500.00	
McKinley Elementary	$6,036,250.00	
Monroe Elementary	$7,393,750.00	
Total:	**$15,542,500.00**	
Total 2023 Construction Cost, Minus MA+ Projects:	**$26,792,500.00**	

Exhibit “D”
MA+ Architecture, LLC Hourly Rates
Effective January 1, 2023

Principal Architect	**$185.00**
Senior Architect	**$170.00**
Project Architect / Level II	**$160.00**
Project Architect / Level I	**$150.00**
Project Manager / Level III	**$140.00**
Project Manager / Level II	**$130.00**
Project Manager / Level I	**$120.00**
Architectural Intern / Level III	**$110.00**
Architectural Intern / Level II	**$100.00**
Architectural Intern / Level I	**$90.00**
Interior Designer, Registered / Manager	**$150.00**
Interior Designer, Registered	**$140.00**
Interior Designer, Intern II	**$105.00**
Interior Designer, Intern I	**$90.00**
Graphic Design / Animation	**$140.00**
Marketing / Graphic Design	**$100.00**
CAD Operator / Level III	**$95.00**
CAD Operator / Level II	**$90.00**
CAD Operator / Level I	**$85.00**
Administrative / Level II	**$85.00**
Administrative / Level I	**$65.00**
Mileage Rate	**65.5 cents per mile**

Oklahoma City
4000 Classen Blvd., Suite 100N
Oklahoma City, OK 73118

Norman
110 N. Mercedes, Suite 200
Norman, OK 73069

Weatherford
310 N. State St., Suite 2
Weatherford, OK 73096

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT made and entered into this 18 day of November 2019, between Norman Public Schools, aka Independent School District No. 29 of Cleveland County, Oklahoma, (the "Landlord"), and Oklahoma Electric Cooperative, an Oklahoma Rural Electric Cooperative, (the "Tenant").

WITNESSETH:

ARTICLE I
Definitions

For purposes of this Agreement:

Section 1.1. "Alterations" shall mean construction (including tenant improvements), reconstruction, replacement, repairs, renovations, alterations, changes, additions, improvements and demolitions of or to the Property and all excavations at any time made or to be made in, on or about the land.

Section 1.2. "Events of Default" or any of the same shall mean Events of Default as defined and described in Article XV.

Section 1.3. "Leasehold Estate" shall mean Tenant's interest in the Property created by this Lease.

Section 1.4. "Lease Term" shall mean the total length of the time that Tenant may use the Property under this Agreement, which shall be the sum of the Base Lease Term and any Optional Lease Terms thereafter, if any.

Section 1.5. "Person" shall mean and include an individual, business entity, corporation, LLC, partnership, trust, unincorporated association and any governmental entity.

Section 1.6. "Property" shall mean a certain unimproved tract of real property situated in Cleveland County, Oklahoma, described generally on **EXHIBIT "A"** attached hereto and made a part hereof. The Property being leased herein is roughly fifteen (15) acres, and is within a larger tract of land that is owned by Landlord, the "Landlord Tract", as shown on **EXHIBIT "B"**. The specific location and description of the Property and the Right of Access will be identified and agreed to by the parties and further defined by a survey to be prepared by a licensed surveyor reasonably acceptable to both parties. Costs of the survey shall be paid by the Tenant.

Section 1.7. "Right of Access" shall include a certain right to use a portion of the Landlord Tract for ingress and egress to and from the leased Property. The Right of Access is further described in Section 2.4 below.

Section 1.8. "Terminating Events" shall mean and include all of the events or states of affairs listed in Section 22.1 below, which shall be construed as conditions subsequent to the date on which this Agreement becomes effective.

ARTICLE II
Demise and Term

Section 2.1. Landlord, for and in consideration of the rents hereinafter reserved by Landlord and of the covenants and agreements hereinafter contained to be well and truly kept and performed by Tenant, leases to Tenant, and Tenant leases from Landlord, all of the Property, in its AS-IS WHERE-IS WITH ALL FAULTS CONDITION, and SUBJECT, to all laws, statutes, ordinances, orders, rules, regulations, zoning and development regulations, building permitting regulations, Americans with Disabilities Act, OSHA regulations, and easements of any nature. It shall be Tenant's sole responsibility and costs to comply with all such requirements.

Section 2.2. TO HAVE AND TO HOLD the Property, for a term of thirty (30) years, commencing NOVEMBER 15, 2019, and terminating NOVEMBER 15, 2049, (hereinafter sometimes referred to herein as the "Base Lease Term") unless sooner terminated as herein provided. Landlord grants Tenant an option to extend the Base Lease Term for five (5) years, to run consecutive with the Base Lease Term (hereinafter sometimes referred to herein as the "Five-Year Option"). Landlord grants Tenant six (6) Five-Year Options, which all would run consecutively to the Base Lease Term (each five-year term hereinafter sometimes referred to herein as an "Optional Lease Term.") If Tenant chooses to not exercise a Five-Year Option, then the remaining Five-Year Options are voided and terminated.

Section 2.3. Tenant shall have a 60-day period starting 120 days prior to the end of the Base Lease Term to give Landlord written notice of Tenant's decision to terminate the Lease at the end of the term then in effect, and thus to not exercise the first Five-Year Option. Thereafter, Tenant shall have a 60-day period starting 120 days prior to the end of the current Optional Lease Term to give Landlord written notice of Tenant's decision to terminate the Lease at the end of the term then in effect, and thus to not exercise the next Five-Year Option. In the event that notice to terminate is not provided, the parties agree that the Lease shall be automatically extended to the next applicable Five-Year Option.

Section 2.4. Tenant shall have a Right of Access across the East sixty (60) feet of Landlord's property, as shown in "**EXHIBIT C**." Tenant agrees to build a roadway within the Right of Access extending from East Robinson Street to the Property. The roadway shall be of sufficient size and construction to permit the Right of Access to be used for bus traffic and for emergency vehicles. Tenant shall have discretion as to the composition of the roadway and the manner of construction, but construction shall be in a workmanlike manner. In the event that the Landlord enters the remaining Landlord Tract that is abutting the leased Property, and proceeds to construct facilities on the remaining Landlord Tract, then Landlord shall have the right to use the road that Tenant has created to access the Property. However, Landlord shall not in any way obstruct, interfere, or hinder Tenant's access to and from the Property.

Landlord shall, from and after development and occupancy of the remaining portion of the Landlord Tract for school purposes, be responsible for an equal share of the costs for maintenance of the road including preventative maintenance, repairing, resealing and snow removal. Tenant shall submit estimated costs for repairs and maintenance to Landlord for approval prior to incurring any expense for which reimbursement will be sought. Landlord's approval shall not be unreasonably withheld. Upon completion of authorized maintenance and repairs, Tenant shall submit invoices for such expenses to Landlord, which Landlord shall pay within thirty (30) days. Landlord shall be solely liable for any damage caused to the road directly attributable to its use of the road, excluding normal wear and tear.

ARTICLE III
Rent and Reporting

Section 3.1. Within thirty (30) days of the execution hereof, Tenant shall pay to Landlord the applicable rent as based on appraised value as determined below, as is calculated to be due for the for the first year of the Lease Term.

The Rent for a partial lease year (any period in the term of this Lease less than a calendar year) shall consist of the monthly installments for each full calendar month within such partial lease year as provided in this Section plus a proportionate part of a monthly installment, based on the number of days in such month within the partial lease year, in the case of a period of less than a full calendar month.

The Rent shall be US$7,350.00 per year. Such amount calculated as an annual amount of seven percent (7%) of the fair market value of the Property (note that the Property being leased and appraised is only the approximate 15 acres within the Landlord Tract), as determined by Schmook Appraisal Company, LLC, in a report made on September 13, 2019 in which such appraisal determined the entire 40 acre Landlord Tract to be valued at US$280,000. That would result in the 15 acres of the Property being valued at US$105,000, which is proportionately determined as 15/40 of $280,000.

Rent shall increase every five (5) years at a percent equivalent to the increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, since the commencement date or last date of rent increase; CPI to be determined through information from the US Bureau of Labor Statistics at www.bls.gov/cpi.

Landlord shall be responsible for the payment of ad valorem real estate property taxes, if any (although none are anticipated because Landlord is an exempt entity), except as supplemented by the following provisions. Tenant shall be liable for all taxes levied or assessed against personal property of Tenant's business, inventory, furniture, or fixtures placed by Tenant in the Property (if any). Tenant shall arrange and pay for, and install where necessary for Tenant, at Tenant's sole expense, any and all separately metered utilities furnished to the Property, if any are desired by Tenant, including, but not limited to, water, sewer, trash, gas, electricity, telephone service, computer, internet, telecommunications, security, janitor service, and any other expenses incurred

in the business operations conducted on the Property, without liability therefore to Landlord for interruption of any of said services.

Section 3.2. The Rent payable by Tenant to Landlord hereunder shall be payable to Landlord at the place or address designated for notice to Landlord. Landlord may require the Tenant to make payment by automatic deposit unless such a manner of payment is not practical for Tenant.

ARTICLE IV
Insurance; Indemnification

Section 4.1. At all times during the term of this Lease, Tenant shall, at Tenant's sole cost and expense, maintain the following policies of insurance:

(a) Comprehensive general public liability and property damage insurance protecting and indemnifying Tenant and Landlord against any and all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the Property, any improvements thereon, and the adjoining streets and passageways, such insurance to afford immediate protection, to the limit of not less than $1,000,000 in respect of bodily injury or death to any one person, and to the limit of not less than $1,000,000 in respect of any one accident or occurrence and to the limit of not less than $1,000,000 for property damage. The Landlord must be specifically named as an additional insured on all liability insurance policies. In circumstances where Landlord and Tenant insurance policies overlap, Tenant's policy shall be primary, and Landlord's policy shall be excess. Tenant shall furnish to Landlord certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days before cancellation or a material change of any such insurance policies. All such insurance policies shall be issued by insurance companies, and in a form, that is reasonably satisfactory to Landlord.

Section 4.2. Landlord shall be responsible for any existing environmental contamination present before the commencement date of this Lease. Tenant shall be responsible for any environmental contamination occurring on or after the commencement date of this Lease, and before the termination of this Lease Agreement, which arises out of Tenant's occupancy and use of the Property. Tenant further agrees to reimburse Landlord, and indemnify, defend and hold Landlord harmless for any expense, including but not limited to attorneys' fees, court costs and expert witnesses, that arises from environmental contamination that arises out of Tenant's acts or omissions.

Section 4.3. Landlord, and Landlord's officers, managers, employees and members shall not be liable for any losses, costs, expenses, damages, theft or vandalism of any property of Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors. Landlord or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling objects, slips or falls, electricity, water, rain, snow, ice, or equipment accidents, or any other cause. Landlord, and Landlord's officers, managers, employees and members shall not be liable in any

way for any acts of God or natural events. Landlord shall not be liable in any manner, nor to any extent, for the presence or discovery of hazards present on or after the commencement date of this Lease. Tenant shall be responsible for the presence or discovery of hazards occurring on or after the commencement date of this Lease, and before the termination of this Lease Agreement, which arises out of tenant's occupancy and use of the Property.

Section 4.4. Tenant shall defend, indemnify, and hold harmless Landlord and Landlord's officers, managers, employees, members, owners, representatives, agents, contractors, subcontractors and consultants, from and against all claims, demands, liabilities, causes of action, lawsuits, disputes, allegations, investigations, judgments, controversies, petitions, fines, damages and expenses (including, but not limited to, attorneys fees and all litigation expenses) alleged to be caused by, or arising from any act or omission, or negligence, of Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors. This indemnity shall also apply to any act committed, or any omission to act, in or about the Property by Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors, or from any breach or default by Tenant of this lease. This indemnity provision shall survive termination or expiration of this Lease until the applicable statute of limitations ends as related to any claims that could be brought as indicated above.

ARTICLE V
Compliance with Laws, Ordinances, Etc.

Section 5.1. At all times during the term of this Lease, Tenant, at Tenant's sole cost and expense, shall comply promptly with all applicable laws, ordinances, orders, rules and regulations, to the extent that the same are attempting to be enforced, of any government body or agency with apparent authority to do so, against the Property, or any part thereof, or to the use or manner of use of the Property or any part thereof. Tenant shall likewise comply with the requirements of all policies of insurance at any time in force with respect to the Property or any part thereof.

ARTICLE VI
Use and Occupancy

Section 6.1. Tenant may use and occupy the Property for solar power generation and educational and promotional aspects related thereto, and any other activities customarily incidental to the creation, maintenance, and operation of a solar power farm, specifically including without limitation the use of the Property by Tenant's subsidiaries, and Tenant also may use the Property for all other business purposes normal to such operations. Tenant's right to use the property shall include the right to construct or install any necessary improvement, as further discussed in Article VII.

Section 6.2. Tenant may also use and occupy the Property for use as an outdoor classroom

and event center for education and activities related to Oklahoma Electric Cooperative, its operations, and its purposes. Tenant shall have the right to construct any structures or things related to and in furtherance of these purposes, including but not limited to pavilions, parking lots, shade structures, seating areas, power facilities, lighting, pavement, signage, and related amenities.

ARTICLE VII
Maintenance, Alterations, Repairs, Etc.

Section 7.1. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Property or any improvements thereon throughout the term of this Lease, Tenant hereby assuming the full and sole responsibility for the condition, operation, repair, and maintenance of the Property.

Section 7.2. Tenant shall throughout the Lease Term, at Tenant's sole expense, take good care of the Property, and shall maintain and keep the Property in good order, repair and condition. Tenant shall keep the Property free and clear of any and all mechanics' and materialmen's liens or other similar liens or charges incidental to work done or material supplied in or about the Property.

Section 7.3. Tenant will not do, permit or suffer any material waste, damages, disfigurement or injury to the Property or any part thereof.

Section 7.4. Tenant shall have the right, in Tenant's sole discretion, to make (but shall not be obligated to do so), at Tenant's sole cost and expense, improvements and alterations in or to the Property, per the Tenant's plans to create, maintain, and operate the solar farm and any and all possible related amenities and improvements. Possible improvements may be, but is not limited to: solar panels and/or trackers; collection facilities; telecommunication facilities; weather instruments; roadway improvements and parking areas; substations; storage facilities and/or systems; battery facilities; electricity conduit systems; and any and all related alterations to assist or enable any of the above named improvements or any other improvement. Tenant's right to make improvements shall also include the right to construct fencing, ditches, cattle guards, or any other related things that might protect Tenant's ability to use the Property as a solar energy farm.

Section 7.5. Whether under the provisions of this Lease or otherwise, neither Tenant, nor any agent, employee, representative, contractor, or subcontractor of Tenant shall have any power or authority to do any act or thing or to make any contract or agreement which will bind Landlord. Further, Landlord shall have no responsibility to Tenant or to any contractor, subcontractor, supplier, materialman, workman or other person, firm or corporation who shall engage in or participate in any construction of any improvements or buildings or alterations thereto unless Landlord shall expressly undertake such obligations in advance by an agreement in writing that is executed by Landlord.

Section 7.6. The construction of alterations shall be done promptly and in good workmanlike manner and in compliance with the building, platting, code, and zoning laws of the City of Norman, Oklahoma.

Section 7.7. The cost of the construction of alterations shall be paid promptly by Tenant, at Tenant's sole expense and obligation, so that the Property and all improvements thereon shall at all times be free of liens for labor and materials supplied to Tenant. All Tenant work shall be performed by responsible and experienced commercial contractors, and only by contractors and subcontractors that have proof to submit to Landlord of general liability and workers compensation insurance coverage. In addition, throughout construction work by Tenant, Tenant shall obtain notarized lien releases from all contractors and subcontractors on the project prior to any payments being made to contractors or subcontractors on the project. Tenant shall indemnify, defend, and hold Landlord harmless from all claims that arise in any way from Tenant work related to the Property

Section 7.8. The Property are being offered in its AS-IS WHERE-IS WITH ALL FAULTS CONDITION AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, except that the Landlord represents and warrants that Landlord is in good marketable title to the Property and that there are no agreements or obligations in place that would interfere with Tenant's proposed use of the Property as a solar farm.

Section 7.9. Tenant agrees that it will not dispose of or otherwise release any Hazardous Substances (as hereinafter defined) on or about Property during the term of this Lease. In the event any Hazardous Substances shall be disposed of or otherwise released on or about the Property by Tenant its employees or agents, then Tenant, at its cost, will promptly take such action as may be required by law to remove and abate such Hazardous Substances from the Property, and Tenant agrees to indemnify, defend and hold the Landlord harmless therefrom. As used herein, the terms "Hazardous Substances" means "Hazardous Petroleum", "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, asbestos containing material, urea formaldehyde, radioactive materials, and infectious materials and similar laws and regulations of the state, as the same may be amended further from time to time.

Section 7.10. All personal property and improvements constructed or brought on to the Property by Tenant will be and remain the property of the Tenant and, at Tenant's option, may be removed by the Tenant at any time during the Lease Term. Upon expiration of the Lease Term, or upon earlier termination of the Lease, Tenant will, at the request of the Landlord, remove all of Tenant's personal property, equipment and improvements and restore the Property to its condition at the commencement of this Lease, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Any personal property or improvements remaining on the Property after the expiration or termination of this Lease with the consent of Landlord shall become the Property of the Landlord and Tenant agrees, upon Landlord's request, to execute and deliver to the Landlord a good and sufficient bill of sale evidencing such transfer of ownership.

ARTICLE VIII
Condemnation

Section 8.1. If, at any time during the Lease Term, title to the whole or substantially all of

the Property or the improvements thereon shall be taken by statute or in condemnation proceedings or by any right of eminent domain (hereinafter called a "Taking"), this Lease shall terminate and expire on the date of such Taking and the Rent and other charges payable hereunder shall be apportioned and paid to the date of such Taking. For purposes of this Article VIII, "substantially all" of the Property shall be deemed to have been taken if the remaining portion cannot be practically and economically used or converted for use by Tenant for the purposes permitted by this Lease, and "date of Taking" shall mean the date that possession of the Property or any part thereof is denied Tenant and Landlord so that the intents and purposes of this Lease are incapable of being fulfilled.

In the event of any such Taking and the termination of this Lease, Landlord and Tenant may together make one claim for an award for the combined interests in the subject property, and the net award received (after deduction of reasonable fees and expenses, including without limitation reasonable fees for attorneys and experts) shall be paid as follows and in the following order:

(a) Landlord shall be entitled to receive the value of Landlord's fee interest in and to the Property or the condemned portion thereof, plus any diminution in value to the remaining portions of the Property or to the Landlord's Tract, as the case may be.

(b) The balance of said award or awards, if any, shall then be paid to Tenant, provided that any award to the Tenant shall not reduce Landlord's recovery.

Section 8.2. Upon a Taking of only a portion of the Property, or of an easement therein, which does not substantially impair, render impractical or uneconomical the Tenant's use of the Property, this Lease shall nevertheless continue, and in such event, Tenant agrees, at Tenant's cost and expense, to repair or restore any improvements affected by the condemnation, to permit the continuing improvements to be used by the Tenant in the most economical manner. Tenant shall not be obligated to expend an amount in excess of the proceeds of the net award available to Tenant for such purposes.

Section 8.3. From the date of such partial Taking, the Rent to be paid by Tenant shall abate in the proportion that the award in condemnation paid to Landlord bears to the then total fair market value of Landlord's interest in the real property immediately preceding the event of the condemnation.

Section 8.4. Landlord and Tenant each reserve the right to file separate claims and to prosecute their claims separately, arising from the termination or taking by condemnation. However, each covenant with each other to aid and assist each other reasonably in the orderly and timely prosecuting of their claims to ensure the maximum recovery for the Taking.

ARTICLE IX
Landlord's Title and Lien

Section 9.1. Landlord shall have title to the Property paramount to all others.

Section 9.2. Tenant shall have no right or power to and shall not in any way encumber the title of Landlord in and to the Property. The fee simple estate of Landlord in the Property shall not be in any way subject to any claim by way of lien or otherwise, whether claimed by operation of law or by virtue of any express or implied lease or contract or other instrument made by Tenant. Any claim to a lien or otherwise upon the Property arising from any act or omission of Tenant shall accrue only against the Leasehold Estate of Tenant in the Property and shall in all respects be subject to the paramount rights of Landlord in the Property.

ARTICLE X
Merger of Title

Section 10.1. There shall be no merger of Tenant's interest in this Lease nor of the leasehold estate created by this Lease with the fee estate in the Property or any part thereof by reason of the fact that the same person may acquire or own or hold, directly or indirectly:

(a) Tenant's interest in this Lease or the leasehold estate created by this Lease or any interest therein; and

(b) The fee estate in the Property or any part thereof or any interest therein or Landlord's remainder or residual interest in the improvements on the Property or any interest therein;

and no such merger shall occur unless and until all persons having an interest in the ownership interests described in (a) and (b) above shall join in a written instrument effecting such merger and shall duly record the same.

ARTICLE XI
Quiet Enjoyment

Section 11.1. Landlord covenants that if and so long as Tenant keeps and performs each and every covenant, agreement, term, provision and condition therein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly have and enjoy the Property during the term without hindrance or molestation by anyone claiming by, through or under Landlord, subject to the covenants, agreements, terms, provisions, and conditions of this Lease.

Section 11.2. It is expressly understood and agreed that the terms "Landlord" and "Tenant" as used in this Lease mean only the present owner of the Property and the present owner of the leasehold interest, respectively. In the event of the sale, assignment or transfer of either such owner of its interest in the Property, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord or Tenant thereafter accruing; but such covenants and obligations shall be binding upon each new owner of any interest in the Property.

ARTICLE XII

Entry on Property by Landlord, Etc.

Section 12.1. Tenant shall permit Landlord and Landlord's authorized representatives and designees to enter the Property or any part thereof, at all reasonable times for the purpose of (a) inspecting the same, and (b) making any repairs thereto and performing any work therein that may be necessary by reason of Tenant's failure to make any such repairs or perform any such work or to commence the same for thirty (30) days after written notice from Landlord (or without notice in case of emergency), and (c) showing the same to prospective purchasers and mortgagees. Nothing herein contained shall be construed as imposing any duty upon Landlord to do any such work; and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

Section 12.2. Landlord and its employees, agents, contractors, subcontractors, or other related or subordinate Persons agree to exercise the rights under Section 12.1 in a manner that does not damage, or diminish the value of, any of Tenant's solar farm equipment or installations. In the event that any of the said Persons, while exercising their rights under Section 12.1, damage, or diminish the value of, any solar farm equipment or installations, Landlord agrees to pay Tenant the costs of repair, or, if repair is impossible or impracticable, the replacement costs of the damaged item.

ARTICLE XIII
Surrender

Section 13.1. Subject to the terms of this Lease, on the last day of the Lease Term or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Property, Tenant shall quit and surrender the Property, together with all appurtenances and additions thereto as a unit operational without dependence upon adjoining property and all fixtures attached to or used in connection with the operation thereof and which are the property of Landlord, into the possession and use of Landlord without delay and, in good order, condition and repair, reasonable and ordinary wear and tear excepted, free and clear of all lettings and free and clear of all liens and encumbrances other than those, if any, permitted by this Lease or created or consented to by Landlord.

Section 13.2. Tenant agrees to remove all of Tenant's improvements and fixtures and equipment that Tenant places on the Property, including but not limited to the following items: personal property, fixtures, solar power equipment and fixtures, electrical equipment and fixtures, and other improvements. This right shall include the right to remove said items before the natural expiration of the Lease Term.

Section 13.3. Any personal property of Tenant or any agent or which shall remain on the Property after the termination of this Lease, may, at the option of Landlord, be deemed to have been abandoned by Tenant, Tenant's agents or employees, and either may be retained by Landlord as Landlord's property or be disposed of without accountability in such manner as Landlord sees fit.

Section 13.4. The provisions of this Article XIII shall survive any termination of this Lease.

ARTICLE XIV
Mortgage, Assignment, Subletting, Etc.

Section 14.1. Tenant shall not, without the prior written consent of Landlord in each instance and at Landlord's sole discretion, (a) assign, pledge, encumber or in any manner transfer this Lease, or any part thereof, or (b) sublease the Property, or any part thereof, and any attempt to do any of such acts without such consent shall be null and void and of no effect and shall, at the option of Landlord, terminate this Lease. The only exception being that Tenant may assign interest in the Lease to wholly owned subsidiary entities of Tenant and affiliated entities of Tenant, and power suppliers such that Tenant enters into agreements with to assist with the solar farm operations and improvements, so long as such entities shall also be obligated to all provisions in the Lease.

Section 14.2. The making of any assignment or subletting from and after the date hereof, in whole or in part, whether or not with the consent of Landlord, shall not operate to relieve Tenant herein named from Tenant's obligations under this Lease and, notwithstanding any such assignment or subletting, Tenant herein named shall remain liable for the payment of all Rent and other charges and for the due performance of all the covenants, agreements, terms and provisions of this Lease to the full end of the term of this Lease, and whether or not there shall have been any prior termination of this Lease by summary proceedings or otherwise.

Section 14.3. Each and every assignee, whether or not approved by Landlord and whether as assignee or as successor in interest of any assignee of Tenant herein named, immediately shall be and become and remain jointly liable with Tenant for the payment of the Rent and the charges payable under this Lease, and for the due performance of all the covenants, agreements, terms and provisions of this Lease on Tenant's part to be performed to the full end of the term of this Lease. Each and every provision of this Lease applicable to Tenant shall also apply to and bind every such assignee with the same force and affect as though such assignee were Tenant named in this Lease. No transfer to such assignee shall be binding upon Landlord unless such assignee shall deliver to Landlord a recordable instrument which contains a covenant or assumption by such assignee to such effect; but the failure or refusal of such assignee to deliver such instrument shall not release or discharge such assignee from its obligations and liability as above set forth.

Section 14.4 Any advance written consent by Landlord herein contained or hereafter given to any act of assignment shall be held to apply only to the specific transaction hereby or thereby approved.

Section 14.5. Tenant shall not, during the Lease Term, mortgage, assign, hypothecate, pledge or in any way encumber the Property or any part thereof without the prior written consent of the other party.

ARTICLE XV
Events of Default; Termination

Section 15.1. The following events are hereby defined as "Events of Default" under the terms of this Lease:

(a) If Tenant shall fail to pay any installment of Rent or any other sums or charges payable by Tenant to Landlord under this Lease when and as the same become due and payable, and such failure shall continue for a period of fifteen (15) days after the due date; or

(b) If Tenant shall fail to perform or comply with any other term, covenant or agreement hereof, and such failure shall continue for a period of thirty (30) days after written notice thereof and opportunity to cure, from Landlord to Tenant, or, in the case of a default or a contingency which cannot with due diligence be cured within such period, Tenant fails to proceed with all due diligence within such period to cure the same and thereafter to prosecute the curing of such default with all due diligence.

Section 15.2. If any Event of Default shall have occurred and be continuing, Landlord, whether or not the Lease Term shall have been terminated, may, upon thirty (30) days' written notice, except in cases of emergency when no notice need be given and unless the default is cured, enter upon and repossess the Property or any part thereof and possess the improvements thereon, or any part thereof, and declare all Rent remaining for the unexpired term of the Lease to be due and owing (said repossession and possession being hereinafter referred to as "repossession"), by force, summary proceedings, ejectment or otherwise without being deemed guilty of any manner of trespass, and may remove Tenant and all other persons and property therefrom.

Section 15.3. But if any Event of Default should occur upon the occurrence of a Terminating Event stated in Section 22.1, then Section 15.2 shall not apply.

ARTICLE XVI
Landlord's Right to Sell or Assign Rents and Subordination; Landlord's Breach

Section 16.1. Landlord shall have the right from time to time, to convey Landlord's interest in the Property, subject to this Lease. It is further understood and agreed that Landlord shall have the right from time to time and in connection with any financing activities undertaken by Landlord to assign Landlord's interest in this Lease, or to assign from time to time the whole or any portion of the Rent or other sums and charges at any time paid or payable hereunder by Tenant to Landlord, to a transferee designated by Landlord in a written notice to Tenant. In any such case Tenant shall pay the Rent and such other sums and charges so assigned, subject to the terms of this Lease, to such transferee at the address mentioned in any such notice. But if the Tenant is not given written notice of the assignment of Landlord's interest in the Lease, then Landlord shall turnover payments that were made to Landlord after the assignment to the assignee, or otherwise indemnify Tenant for any actions taken by the assignee against the Tenant to recover such already paid rents.

Section 16.2. In the event of breach of any of the terms of this Lease by Landlord, Tenant agrees to give Landlord thirty (30) days advance written notice, specifying the breach or breaches complained of, and Landlord shall be afforded the opportunity during said thirty (30) day period to remedy such breach or breaches. With consideration given to Section 21.1 of this Agreement, in the event of Landlord's failure to cure such breach within such thirty (30) day period, then and in such event Tenant, at Tenant's option, may elect to pursue remedies available to Tenant at law or equity. If the Property are then encumbered by any mortgage either prior to or subsequent to the date of this Lease and the holder of such mortgage desires to receive a like notice and has expressed such desire to Tenant in writing and furnished to Tenant an address to which such notice can be mailed, then Tenant shall also and on the same day mail a copy of such notice to the mortgagee by registered mail and any such mortgagee shall have the same rights to cure any default as now afforded the Landlord under the terms hereof.

ARTICLE XVII
Notices

Section 17.1. All notices, demands, requests or other communications which may be or are required to be given, served or sent by either party to the other shall be in writing and shall be deemed to be sufficient for all purposes and to have been properly given or sent:

(a) If intended for Tenant, by mailing by registered or certified mail, return receipt requested, with the postage prepaid or by overnight delivery, or by email if such email can be verified as delivered, addressed to Tenant at:

Oklahoma Electric Cooperative
c/o Patrick Grace, CEO
2520 Hemphill Drive
Norman, OK 73069
E: PGrace@okcoop.org
P: 405.818.1943

(b) If intended for Landlord, by mailing by registered or certified mail, return receipt requested, with the postage prepaid or by overnight delivery, or by email if such email can be verified as delivered, addressed to Landlord at:

Norman Public Schools
c/o Dr. Nick Migliorino, Superintendent
Administrative Services Center
131 S. Flood Ave.
Norman, OK 73069
E: nickm@norman.k12.ok.us
P: 405.366.5955

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may hereafter be so given, served or sent. Each notice, demand, request or

communication which shall be emailed, or mailed by certified mail, return receipt requested to Landlord or Tenant in the manner aforesaid shall be deemed sufficiently given, served or sent for all purposes hereunder three (3) business days after the time such notice, demand, request or communication shall be mailed by United States certified mail, return receipt requested in any post office or branch post office regularly maintained by the United States Government.

Section 17.2. If a request is received in writing by Landlord or Tenant for a consent or approval required under this Lease or for information to which the party making such request shall be entitled, the party receiving such request shall act with reasonable promptness thereon and shall not unreasonably delay notifying the party making such request as to the granting or withholding of such consent or approval or furnishing to such party the information requested.

ARTICLE XVIII
Holding Over

Section 18.1. At the termination of this Lease by lapse of time or otherwise, Tenant shall yield up immediate possession of the Property, and all appurtenances and additions thereto, to Landlord and, failing so to do, hereby agrees, at the option of Landlord, to pay forthwith to Landlord for the whole time such possession is withheld reasonable rental value of the Property per day thereafter.

Section 18.2. The provisions of Section 18.1 shall not be held to be a waiver by Landlord of any right of entry or re-entry as set forth in this Lease; nor shall the receipt of such sum or any part thereof, or any other act in apparent affirmance of the tenancy, operate as a waiver of the right to terminate this Lease and the term hereby granted for the period still unexpired for any breach by Tenant under this Lease.

ARTICLE XIX
Covenants Binding; Modification of Covenants

Section 19.1. The covenants, agreements, terms, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and, except as otherwise provided herein, to the extent that any such successors and assigns are approved in writing by Landlord, the successors and assigns of Tenant.

Section 19.2. None of the covenants, terms or conditions of this Lease to be kept and performed by either party to this Lease shall in any manner be waived, modified, changed or abandoned except by a written instrument duly signed, acknowledged and delivered by the other party to this Lease.

ARTICLE XX
[Intentionally Omitted]

ARTICLE XXI
[Intentionally Omitted]

ARTICLE XXII
Conditions Subsequent to the Date of the Lease Agreement

Section 22.1. The following events or states of affairs shall be defined as "Terminating Events":

(a) Tenant fails to obtain the necessary government licensure and all requisite approvals for creating, maintaining, and/or running a solar power farm within twelve months from the beginning of the Lease Term;

(b) Tenant's government licensure for performing any action related to creating, maintaining, and/or running a solar power generation is revoked.

Section 22.2. Upon the occurrence of a Terminating Event, this Agreement shall terminate, automatically, without any procedures being taken, and neither party shall be in breach of any obligation created by this Agreement.

ARTICLE XXIII
Landlord's Obligations to Not Hinder or Obstruct; Tenant's Right to Cause Interference

Section 23.1. Landlord shall have an obligation to not take any action to obstruct or hinder Tenant's access to, and ability to capture and use, direct sunlight. Also, Landlord shall not otherwise interfere or hinder Tenant's ability to use the Property as a solar farm, which includes without limitation causing a decrease in the output or efficiency of any solar panels or causing a decrease in the accuracy of any weather instrument.

Section 23.2. Tenant shall have the right to enter on any part of the Landlord Tract to modify or remove trees that are obstructing sunlight (except already existing trees).

Section 23.3. Tenant shall have the right to create light, sound, noise, vibration, electromagnetic, electrical, and radio interference, all of which is incidental to operating solar farm. Landlord acknowledges that there may be this type of interference on the Landlord Tract.

ARTICLE XXIV
Construction of Terms; Miscellaneous

Section 24.1. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Time is of the essence in all provisions of this Lease.

Section 24.2. Other than for Tenant's obligations under this Lease that can be performed

by the payment of money (i.e. payment of rent and maintenance of insurance policies, etc.), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, government laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

Section 24.3. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

Section 24.4. From time to time, Tenant shall furnish to any party designated by Landlord, within thirty (30) days after Landlord has made a request therefore, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this lease as Landlord may reasonably request.

Section 24.5. The term "solar power farm" shall not be construed as to limit Tenant's rights to only the generation of solar power, but shall also include the storage, transportation, sale, conduction, conversion, or any other activity related to creating, maintaining, or running a solar energy business or venture.

Section 24.6. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Landlord and Tenant.

EXECUTED AND DELIVERED the date first hereinabove written.

LANDLORD:

Norman Public Schools
aka Independent School District No. 29 of Cleveland County Oklahoma

By: _____
President of the Board of Education

ATTEST:

_____
Secretary

(SEAL)

Oklahoma Electric Cooperative,
an Oklahoma rural electric cooperative

By: _____
Patrick Grace, CEO

ATTEST:

_____
Secretary

(SEAL)

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made this April ____, 2024, between INDEPENDENT SCHOOL DISTRICT No. 29, CLEVELAND COUNTY, OKLAHOMA d/b/a NORMAN PUBLIC SCHOOLS, 131 South Flood Avenue, Norman, OK 73069 ("District"), and BRAINTREE EDUCATIONAL SERVICES, LLC d/b/a TECH TREP ACADEMY, INC., 224 South Main Street #505, Springville, UT 84663 ("Vendor/Contractor").

RECITALS

A. The District, a public District/district in good standing with the State, desires to enter into a contract with the Contractor for the purpose of providing technology, curriculum and distance education related services (the "Services").

B. Contractor agrees to perform these Services for District under the terms and conditions set forth in this Agreement and its exhibits.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES. The Services to be provided by the Contractor are outlined in **Exhibit A** to this Agreement. All exhibits attached hereto are incorporated by reference. The rules and regulations governing the provision of the Contractor's Services are also included.

2. PAYMENT FOR SERVICES. The District shall pay for the Services consistent with the schedule outlined in Exhibit A.

3. DURATION. This Agreement shall be for a term of one (1) year from the date of execution (the "Term"). This Agreement may be renewed by District upon written notice thirty (30) days prior to expiration of the initial Term. District may terminate this Agreement at any time during the Term for cause. "Cause" shall mean (a) any act which causes substantial loss, damage, or injury to the property or reputation of the District; (b) any serious crime or intentional, material act of fraud or dishonesty against the District; (c) neglect of Contractor's reasonable duties; (d) the disregard of written, material policies of the District; (e) any material breach of Contractor's obligations under this Agreement or (f) A determination by the State Department of Education or State Board of Education that extinguishes the authority of the District to provide education services to the population served by Contractor.

4. NATURE OF RELATIONSHIP. Nothing in this Agreement shall be deemed to create the relationship of partners, partnership, or joint venture between the District and the Contractor. The parties agree that Contractor will be District's exclusive provider of the Services in the State of Oklahoma and that Contractor will not provide the Services to any other educational entity in the State of Oklahoma.

5. INDEMNITY.

a. Contractor undertakes and agrees to indemnify, hold harmless the District and its board, officers, directors, agents, representatives, employees, assigns, affiliates, and successors in interest, from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses, attorney's fees, cost of litigation, judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, arising out of or in any way connected with the use of the undersigned facilities and equipment, including acts, omissions, failure to act, or negligence of Organization's employees agents, volunteers, patrons, and invites, except where a claim arises out of the sole negligence of the District.

b. Contractor shall insure and shall require each of its consultants to insure against the following risks: comprehensive general liability insurance, including blanket contractual liability, broad form property damage,

personal injury, premises medical payments, interested employees as additional insureds in broad form general liability endorsements, covering as insured Contractor and District, with not less than the following limits of liability:
$2,000,000.00. The consultant shall maintain a similar policy of insurance covering as insured each consultant. In addition to workers' compensation insurance, Contractor and each consultant are required to procure and maintain employer's liability insurance in the minimum amount of $500,000.00, or the maximum amount required by law, whichever is greater; Contractor's professional liability insurance covering legal liability caused by errors and omissions arising out of performance and professional services in connection with the project and covering as insured Contractor with $2,000,000.00 limit of liability and consultants with an amount of liability approved by Owner in each case. Comprehensive automobile liability covering all owned, non-owned or hired automobiles to be used by Contractor and each of Contractor's consultants in the amounts of $1,000,000.00 for bodily injury and $1,000,000.00 for property damage. Contractor and each of its consultants should provide not less than $1,000,000.00 excess of the limits as noted above. These policies shall provide that the insurance company or an attorney approved by the insurance company shall defend any suit or proceeding against District or any officer, director or employee of District, alleging an error, omission or act in seeking damages even if the suit is groundless, false or fraudulent. All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Oklahoma. As soon as practicable, on execution of this Agreement before commencing any performance under this Agreement, Contractor shall cause, and Contractor shall cause each consultant, to deposit with District certificates of coverage in the amounts set forth above. The insurance policies described above shall be kept in force for the periods specified below: (a) comprehensive general liability insurance shall be kept in force until formal written acceptance of the work by Contractor and District; (b) workers' compensation and employer's liability insurance shall be kept in force until formal written acceptance of the work by Contractor and District; and (c) Contractor's professional liability insurance shall be kept in force for two years after final payment.

6. REPRESENTATIONS.

a. *Good Standing*. The District will at all times fully comply with all rules, regulations, and standards necessary to maintain its accreditation, including any and all obligations and responsibilities imposed by the District's individual governing body. At all times during the term of this Agreement, the District will perform all obligations and responsibilities necessary to stay in good standing with the State, the State Office of Education, the State Board of Education, the local School Board, and any other individual or organization responsible for the District or charged with oversight of the District.

b. *Authority*. The District hereby represents and warrants that it has been duly authorized to execute and deliver this Agreement and that it is acting within the authority and Power granted to it by its charter.

7. DEFAULT. Each of the following events shall constitute a material default or breach of this Agreement: (i) failure to pay any amounts in accordance with this Agreement, (ii) failure to perform or comply with any of the conditions or obligations of this Agreement, if failure to perform or comply shall continue for a period of ten days after written notice by the non-defaulting party, or (iii) if any of the representations made herein is inaccurate or becomes inaccurate at any point during the term of this Agreement. The failure of a party to insist on strict performance of any of the terms and conditions shall not be deemed a waiver of the rights or remedies that party may have regarding that specific instance, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

8. REMEDIES FOR DEFAULT. In the event of any default hereunder, the rights of the non-defaulting party shall be as follows: (i) all damages proximately resulting from the default or breach; (ii) an injunction to restrain the breach or to require performance of the Agreement; (iii) termination of the Agreement, as well as all of the defaulting party's rights and interests in the Agreement, and/or (iv) any other remedy available at law or equity. The remedies available are cumulative.

9. CONFIDENTIALITY AND NON-DISCLOSURE. Contractor understands it will have access to highly confidential information regarding the District's students, parents, and employees. Contractor agrees to keep this information confidential and not to use, reveal, or disclose, directly or indirectly, during or subsequent to the term of this Agreement. Contractor further agrees not to use any information of a confidential nature which it has learned during or

subsequent to the term of this Agreement, for any subsequent employer, or for its own benefit after termination or expiration of this Agreement. In the event of Contractor's breach or threatened breach of this Agreement, the District shall be entitled to a preliminary restraining order and injunction in restraining and enjoining Contractor from disclosing such confidential business information. In lieu of the above, the District may pursue all other remedies available to it for such breach or threatened breach, including the recovery of damages from Contractor.

10. NOTICES. All notices in this Agreement to be given, by either party hereto to the other, shall be in writing and shall be: (i) mailed by first-class registered or certified mail, postage prepaid, or (2) hand delivered. Notices shall be provided to the addresses referenced on the signature page. Any party may change its address by giving ten days prior written notice to the other party by one of the methods provided above.

11. GOVERNING LAW. The validity, meaning, interpretation, enforcement and effect of the Agreement shall be governed by the laws of the State of Oklahoma. The undersigned parties agree and consent to jurisdiction of any actions to enforce or interpret this Agreement in Oklahoma.

12. ENFORCEMENT OF AGREEMENT. If any party shall seek to enforce or protect its rights under this Agreement or under any document or instrument executed and delivered in connection herewith in any action, suit, arbitration, or other proceeding, including all bankruptcy cases and proceedings, the prevailing party shall be entitled to receive from the other party payment of its costs and expenses, including reasonable attorneys' fees incurred (whether such costs or fees are incurred before or after the commencement of the proceeding), including any and all appeals or petitions therefrom.

13. SEVERABILITY. The provisions hereof are severable and the invalidity of any provision hereof will not invalidate any other provision.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent it has been expressly incorporated into this Agreement.

15. CAPTIONS. The captions to sections and subsections of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

16. MODIFICATION. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and expressly agreed to by both parties.

17. TIME IS OF THE ESSENCE. Time is of the essence in all provisions of this Agreement.

18. BOARD APPROVAL. This Agreement is subject to the approval of the Board of Education of the Norman Public Schools.

DATED this_____day of April 2024

"DISTRICT"
NORMAN PUBLIC SCHOOLS
c/o: Nick Migliorino, Superintendent
131 South Flood Avenue,
Norman, OK 73069

By: _____

NPS Board of Education President

DATED this_____day of April 2024

"VENDOR/CONTRACTOR"
NORMAN PUBLIC SCHOOLS
c/o Frantz Belot
224 South Main Street #505
Springville, UT 84663

By: Frantz Belot

Name: Frantz Belot

Its: President

Exhibit A – Description of Services and Responsibilities

District - Staff Responsibilities:

Registrar Role:

- Receive complete Student Enrollment Packets before the start of each enrollment count date by the State:
  - Verify Immunization Records are complete
  - Verify Proof of Residency is accurate
  - Verify Birth Certificate exists and student age is eligible (i.e. ages 5-13)
  - Verify all Parent / Guardian information is provided
- Enter all Student / Parent information into Student Information System (SIS) with assistance available from Contractor, upon request.
- Review and approve that all Contractor provided student schedules meet minimum state requirements.
- Enter all student courses provided by Contractor into SIS with the proper state code.
- Assign Pass / Fail grades in SIS each semester based on state-certified teacher reports provided by the Contractor.
- Maintain official public District transcripts for all students.

Special Education Role (when applicable):

- Ensure compliance with all Special Education laws and regulations

State Test Administration:

- Ensure all state tests are administered by the Contractor according to state policy.
- Ensure all students are assigned to and take the proper test based on the schedule of courses in SIS.
- Record all state test results in the State Portal.
- Provide test coordinator(s) to work closely with Tech Trep Academy proctors.
- Provide technology resources (Chromebooks or similar) for state testing.
- Work with Tech Trep Academy to find testing centers.
- Provide access for TTA staff to administer screeners and testing.

Administrative / Instructional:

- Submit all state reports on time to ensure compliance with all student membership requirements.
- Confirm provided Core Curriculum meets state curriculum requirements.
- Verify accurate teaching credentials and assignments for all contractor teachers.
- Ensure proper fingerprint and background checks are on file (as needed).
- Meet frequently, as needed, with TTA Admin Team.
- Provide regular updates, as needed, to the Governing District Board regarding enrollments, student success stories, and strategic direction.

Contractor – Tech Trep Academy Staff Responsibilities:

Parent Support Role:

- Inform parents of the availability of the District's personalized distance education program for grades K-6.
- Assist parents in submitting all required documents to District before the beginning of each enrollment count date.
- Support parents in understanding the program and their role as learning coaches.

Curriculum Provider / Instructional Role / Program Coordination:

- Ensure all students are provided with curriculum that map to the State Core Standards and are on the state approved list by subject area and by grade level.

- Provide parents with a wide variety of secular supporting curriculum choices.
- Assist parents in designing a personalized education plan for every child based on the unique academic, emotional, and physical needs of each child.
- Staff and provide field trips, clubs, and other enrichment opportunities.
- Provide a Learning Management System.
- Collect and review student learning submissions, and provide feedback and resources to expand learning.
- Provide a state-certified teacher
- Make technology available, through student learning funds, to support, instruct, and assist every student.
- Communicate regularly with families to provide learning enrichment opportunities and support for learning coaches.
- Provide Pass / Fail grade reports to District each semester.
- Notify the District of any student out of compliance with the attendance policy.
- As needed, attend any IEP meetings facilitated by the partner district.
- Meet with District Administration and Staff regularly to ensure the program continues to remain compliant with State Constitution, Statute, and Board Rules.

State Test Administration:

- Administer required state testing (screeners and spring testing) according to state policies and procedures.
- Provide proctors for testing.
- Secure locations for testing.

Student Success Team (RTI):

- Identify students needing additional intervention and support based on student submissions, parent reports, and test data.
- Provide intervention services, collect data, and support student learning for Tier 2 students.
- As students near the completion of the Tier 2 cycle and are being considered for Special Ed services, TTA will communicate data with the district.

Special Education Role (when applicable):

- Review all past and current IEPs on file for all students
- Administer all diagnostic tests and intellectual assessments for any student identified with possible disabilities (including speech therapy, and all other necessary therapies)
- Convene and complete paperwork for move-in, annual & addendum IEP meetings
- Track & document student data
- Ensure compliance with all Special Education laws and regulations
- Implement direct services as needed

English Language Learners:

- Provide a staff member to administer the ELL support and administer WIDA.

Financial Terms:

Norman Public Schools will pay Tech Trep Academy a monthly service fee starting on a date to be determined but no later than February 1, 2024. The parties acknowledge that this Agreement is based on NPS student enrollment increasing over enrollment in FY 2023, Oklahoma per pupil State Aid allocable to Tech Trep students and State Aid as supplemented by other State revenues (which the District agrees to include in its calculation of the service fee), and similar information that is imprecise at the time the Agreement is first approved. As a consequence, the parties' designated representatives will meet as needed but at least quarterly, to review the service fee, changes in State Aid and other factors which the District has identified as subject to the 80%/20% allocation between the District and Tech Trep. Notwithstanding, the service fee

agreed upon: (1) is premised upon the District's receipt of funding (as defined below) for students enrolled in Tech Trep and the 80%/20% allocation is based only on those students, (2) requires Tech Trep students to be enrolled for a period and at a time sufficient to qualify for state funding at a full or decreased level; and (3) subject to the understanding that funding related to Tech Trep enrolled students will not be received by NPS until February 1, 2024 or possibly later.

Service Fee Calculation. The calculation of the service fee for students enrolled and consistently attending Tech Trep shall be based on the identification of the the Tech Trep students for whom the District receives State Aid and the following additional state revenues: Gross Production Tax, Motor Vehicle Collections, School Land Commission Earnings, Cleveland County 4 Mill Tax, and Textbooks. At the time this Agreement is made, the per pupil State Aid is projected at $4,162.00 per student and the additional state-based revenues (named above) as $968.25 per student. The parties acknowledge that these Oklahoma State Aid and other State revenues can vary up or down based on factors which neither the District nor Braintree control. To the extent the District learns of material variances in the revenues the District shall promptly contact Braintree to identify and discuss the variance and their effect, if any, on the Service Fee. If variances are not material, they will be considered at the first quarterly meeting between the parties, following the notice or implementation of the revenue change. A material variance is defined as a change of per student funding in the identified areas of $500.00 or more per Tech Trep student.

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Touchstone
PROPERTY MANAGEMENT

COMMERCIAL PROPERTY MANAGEMENT AGREEMENT

This Agreement is made and entered into this 1 day of July, 2024 between: Touchstone Management, LLC with notice address of 155 Triad Village Dr. Norman, OK 73071 ("Owner"); and Touchstone Management, LLC, an Oklahoma limited liability company, with notice address of 600 NW 23RD ST Suite 200, Oklahoma City, OK 73103 ("Manager"). Owner contracts the services of Manager to manage, operate, control, rent and lease the following described property: See Exhibit A (the "**Property**").

1. **Responsibilities of Manager**. Owner hereby appoints Manager as Owner's exclusive lawful agent and attorney-in-fact with full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including but not limited to the following: See Exhibit B (**Additional Property Information**).

A. Collection and Disbursement. Manager agrees to collect all rents as they become due; to pay expenses on Owner's behalf as provided in this agreement, and to render to Owner a monthly accounting of rents received and expenses paid. Disbursements will be made by manager for all expenses.

B. Maintenance and Labor. Owner grants Manager the authority to operate, decorate, maintain, and repair the Property and to contract and to supervise all employees, contractors, subcontractors, and other needed labor for the accomplishment of same. Owner authorizes Manager to purchase all materials, equipment, tools, appliances, supplies and services necessary to proper maintenance and repair. Manager shall have the right to use any of Manager's affiliates to perform any of the services required or contemplated by this Agreement. Manager shall have the authority to purchase necessary supplies, make contracts for, or otherwise furnish, utilities, electricity, gas, water, telephone, communications, cable, and sewer, refuse disposal, pest control, and any other utilities or services required for the operation of the Property. Any single expenditure for a repair or maintenance item in excess of said mutually agreed budget for the current calendar year will require the consent of the Owner. However, if owner does not respond in a timely manner, Manager will not be responsible for damages caused by delay

2. **Liability of Manager**. Owner hereby agrees to hold Manager harmless from, indemnify, and to defend Manager against, any and all claims, charges, debts, disputes, controversies, fines, investigations, demands and lawsuits as to any matters that arise in any relation to the Property except negligence. Owner agrees to pay Manager's attorney's fees related to Manager's management of the Property and any liability for injury on or about the Property which may be suffered by any tenant or guest upon the Property. This indemnity does not indemnify Manager from claims that arise from Manager's negligent acts or omissions. Owner agrees to maintain, or to allow Manager to maintain and charge against the rent income stream, sufficient and prudent all risks property casualty and liability insurance and that the Manager shall be a specific additionally named insured to all existing policies. If Owner maintains the insurance, then Owner shall provide a copy of such insurance policy to the Manager for the Manager's records. Manager also agrees to purchase and maintain a liability insurance policy and that Owner shall be specifically named as an additional insured. As a condition precedent to Manager agreeing to this Agreement with Owner, Owner shall provide

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all information to Manager as relevant to the Property, including but not limited to, all background information as to any lead on the Property, hazardous substances, prior floods, asbestos, psychological impacts as to prior incidents such as serious criminal acts, and all other matters that are relevant to the history of the Property as they may affect disclosures required to potential tenants. By executing this Agreement, Owner is warranting that Owner has provided all such information to Manager and fully informed Manager of all such facts.

3. **Compensation of Manager**. Owner agrees to compensate Manager as follows:
During the term of this agreement, Owner agrees to pay **five percent (5%)** of all gross receipts and income collected, except insurance proceeds and CAM reimbursements, as a fee for managing the Property (gross receipts are defined as all revenues of any type or nature collected from the operation of the Property), with a minimum charge of $500/month for fully managed buildings. *NNN properties will be charged $100.00/month per property. When necessary, Management shall charge $175 for eviction filings. When Owner contracts Management to oversee construction projects, Management company shall charge three and ½ percent (3.5%) of job costs or $500.00 whichever is more, (regular maintenance and repair job oversight is included in management fee) These fees, plus all other expenses of any kind or nature, direct or indirect, as to the Property and management thereof, shall be deducted by the Manager from gross receipts and income, and further agrees to abide by the conditions set forth by the Manager to the tenant on the Owner's behalf. To the extent there are insufficient funds available from revenues received from the operation of the Property to reimburse Manager for expenses incurred, Owner shall directly reimburse Manager within ten (10) days after demand by Manager for reimbursement.

4. **Taxes.** Manager shall be held responsible for the issuance all payments related to real property and other taxes and assessments levied on the Property. Owner shall be responsible for providing all notices of taxes and assessments to Manager in a timely manner.

5. **Bank Accounts**. All monies received by Manager for or on behalf of Owner shall be deposited in Owners account to be maintained by Manager with a banking institution directed by Owner. Manager will possess all checks and money tendering instrument and all responsibilities for payment of all bills, taxes, fees, mortgages related to the property. Manager shall maintain possession and control of all deposit accounts related to the properties.

6. **Status of Parties.** In the performance of Manager's services under this Agreement, Manager shall be and act as an independent contractor. Nothing in this Agreement, or in the relationship between Owner and Manager, shall be deemed to constitute a partnership, joint venture or any other similar relationship.

7. **Term of Agreement**. This Agreement grants the Manager the exclusive right to manage the Property and shall be effective as of the July 1, 2024 and shall expire on the June 30, 2025. Upon expiration of the above initial term, this Agreement shall be renewed on an annual basis. Either party wishing to terminate the agreement may do so by providing written notice of no less than 60 days prior to the date of cancellation. Time is of the essence in this Agreement. This Agreement may also be terminated by mutual agreement of the parties at any time. Upon termination Owner shall pay to Manager all fees, commissions and expenses due Manager under terms of this Agreement, which are owing to Manager. Owner shall give written notice to Manager if Manager is in default in the

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Touchstone
PROPERTY MANAGEMENT

Performance of any of the duties of Manager that are described in this Agreement. Manager shall have at least thirty (30) days from the receipt of the owner's written notice to remedy the default, and if Manager cannot remedy the default within such period of time, Owner may terminate this Agreement after payment of all amounts owed and earned by Manager to such date.

8. **Successors and Assigns.** This Agreement shall be binding upon and insure to the benefit of the successors and assigns of Manager and the heirs, administrators, successors, and assigns of the Owner. Notwithstanding the preceding sentence, Manager shall not assign Manager's interest under this Agreement except in connection with the sale of all or substantially all of the assets of Manager's business. In the event of such sale, Manager shall be released from all liability under this Agreement upon the express assumption of such liability by Manager's assignee.

9. **Severability**. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this Agreement.

10. **Choice of Law**. This Agreement has been made and entered into in Oklahoma, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due under this Agreement. Should either party bring suit to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees.

11. **No Personal Liability; Waiver**. Owner acknowledges that this Agreement is between Owner and an Oklahoma limited liability company and therefore there shall be no liability or exposure for liability beyond the Manager's limited liability entity.

12. **Communication**. Email may be considered as an acceptable form of written communication.

This document represents the entire Agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

OWNER:		**MANAGER:**	
Signature:	_____	Signature:	DocuSigned by: E94BE8E2CD77476...
Name:	_____	Name:	Eric C. Fleske, SIOR, CCIM
Title:	_____	Title:	Manager
Date:	_____	Date:	4/9/2024

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Touchstone
PROPERTY MANAGEMENT

EXHIBIT A

"Property" is as follows:

Fully/Partially Managed Buildings:

1. **101 Triad Village Dr. Norman, OK 73071**
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

NNN Buildings:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

TERMS AND CONDITIONS FOR SERVICES

This agreement is made as of the 5th day of April 2024, by and between **WALKER STAMP AND SEAL, d/b/a Walker Companies,** herein known as "Vendor" and **INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA, d/b/a Norman Public Schools**, herein known as "Client."

SERVICES

Vendor is engaged in the business of providing services relating to graphic design, signage, and installation. Vendor has agreed to provide services to the Client on the terms and conditions set out in the agreement, while Client is of the opinion that Vendor has the proper and necessary qualifications, experience, and abilities to provide services to Client.

SCOPE OF WORK

See Attachment A.

VENDOR'S RESPONSIBILITIES

The Vendor may refuse to agree to any Service Order issued by the Owner.

The Vendor shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Vendor shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission or inconsistency in such services or information.

OWNER RESPONSIBILITIES

The Owner is not required to issue any Service Orders under this Agreement.

The Owner shall provide information in a timely manner regarding requirements for, and limitations of, each Service Order.

The Owner shall render decisions and approve the Vendor's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Vendor's services.

The Owner shall provide prompt written notice to the Vendor if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Vendor's Professional Services.

COPYRIGHTS AND LICENSES

The Vendor and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement. If the Owner and Vendor intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

TERM.

The initial Term of this Agreement shall end June 30, 2025. Either party may cancel this Agreement on thirty (30)-days written notice to the other party by certified mail, return receipt requested, or personal delivery with a signed receipt from the other party. Client and Vendor may, by mutual consent and ratification, renew this agreement annually upon the same terms and conditions for four (4) additional one (1) year terms ("Renewal Terms").

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this ____ day of _____ 2024.

_____
(Signature)

_____
NAME
Independent School District No. 29 of
Cleveland County, Oklahoma

President, Board of Education
TITLE

(Signature)

Kenny Walker
Walker Stamp and Seal

Owner
TITLE

Emergency Preparedness and Response Memorandum of Understanding between the Board of Regents of the University of Oklahoma and Norman Public Schools

This Memorandum of Understanding (the Agreement) is made and entered into effective on the last day of approval of all Parties hereto, by and between the Board of Regents of the University of Oklahoma (the University) and Independent School District No. 29 of Cleveland County, Oklahoma a/k/a the Norman Public Schools (NPS).

RECITALS

WHEREAS, Norman Public Schools (NPS) and the Board of Regents of the University of Oklahoma (the University) are authorized to enter into agreements to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, the University and NPS are subject to occasional danger and damage from flooding, tornadoes, high winds, lightning, hazardous material incidents, and other acts of nature or terrorism; and

WHEREAS, the University and NPS propose this Memorandum of Understanding Agreement to establish a formal working Mutual-Aid relationship in support of Emergency Preparedness for emergency planning, response, recovery, and mitigation programs; and

WHEREAS, in light of their respective common goals to reduce the loss of life and property and continue business operations in the face of natural or man-made emergencies or disasters, the University and NPS recognize the need to maintain strong coordination at a level that ensures efficient use of all available resources, consistent with the principles of each entity; and

WHEREAS, the University and NPS agree to encourage, coordinate, promote, and support an ongoing relationship between both entities to focus on identifying and assessing hazards and associated risks, particularly as they relate to the University and NPS.

ARTICLE 1: Cooperative Efforts

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. The Parties will cooperate in all areas of mutual interest as it relates to Emergency Preparedness including sharing information, planning, response, recovery, and other operational support programs.
2. The Parties will hold periodic meetings to identify and assess possible hazards and plan possible solutions.
3. Each Party shall designate an individual Authorized Representative to serve as a point of contact for the emergency requests and responses contemplated by this Agreement.

4. The Party in need of emergency assistance (Requesting Party) agree to provide the other Party (Responding Party) with as much notice as possible so the Responding Party can assess its ability to help and organize response efforts.
5. In the event of an emergency, the Parties agree to provide each other with access to basic facilities such as restrooms, water fountains, air conditioning, and heat.
6. In the event of an emergency, the Parties agree to provide each other with access to parking lots or other designated areas, as available, to be used as reunification sites.
7. In the event of an emergency, the Parties agree to provide each other with alternative classroom space, labs, administrative space and maintenance facilities, as available.
8. In the event of an emergency, the Parties agree to provide each other with access to personnel including, but not limited to, skilled craftsmen, instructional staff, administrative personnel, heavy equipment operators, bus drivers, and housing staff, as available. A Requesting Party directing the actions of such "Leased Employees" dispatched by a Responding Party to provide assistance pursuant to this Agreement shall be liable for the actions of the Leased Employees as further described in Article 5.
9. In the event of an emergency, the Parties agree to provide each other with access to materials including, but not limited to, construction materials, hazard control materials, expendables, and personal protective equipment, as available.
10. In the event of an emergency, the Parties agree to provide each other with use of equipment including but not limited to, vehicles, tools, heavy equipment, instructional equipment, and information technology assets, as available.
11. At no time will either Party disrupt the other's ongoing operations or be required to assist in any endeavor in furtherance of this Agreement that may jeopardize the health, safety, and or welfare of such other Party or of its property, students, or employees.
12. The Requesting Party shall use reasonable care in its conduct and use of the Responding Party's facilities or equipment, and the Parties further agree to restore, repair, replace, or reimburse each other for damages to such facilities or property arising from emergency assistance activities pursuant to this Agreement.
13. To the extent possible, representatives of both Parties will inspect the facilities and equipment provided in response to an emergency request immediately before use of such facilities or equipment pursuant to this Agreement, and will note, in writing any material defects of the facilities or equipment. Immediately prior to the time a Party ceases to use such facilities or equipment, representatives of the two parties will inspect the facilities and equipment to assess any damages that resulted from the use of such facilities and equipment before determining the appropriate restoration, repair, replacement, or reimbursement above described in Section 12.
14. A Party consuming materials provided by the other under Section 9 of this Article 1 shall keep records of all supplies or other materials consumed and shall either replace such supplies or other materials consumed or reimburse the other Party for such items.
15. If either Party uses personnel of the other, as contemplated by Section 8 of this Article 1, such party shall reimburse the other for the hours worked by such individuals, or their substitutes, as well as for janitorial employees who provide cleaning and maintenance of any portion of facilities utilized under Section 7 of this Agreement.

ARTICLE 2: Term and Termination

This Agreement will be effective as of the last date of signature by the Parties and remain in effect until June 30, 2025, unless earlier terminated by either Party for any reason upon 30 days advance written notice. This Agreement may be renewed by written mutual agreement of the Parties for additional one (1) year terms, each to coincide with the fiscal year for NPS.

ARTICLE 3: Assignment

Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party.

ARTICLE 4: Disputes

In the event that any dispute arises with regard to the performance or interpretation of any of the terms of this Agreement, both Parties agree to resolve disputes through mutual cooperation within sixty (60) days from the date that a party notified the other party of such dispute. In the event the Parties are unable to reach a resolution to the dispute, either Party may give the other Party written notice of its intent to terminate this Agreement in accordance with Article 2 of this Agreement. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder or pursuant hereto shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or pursuant thereto.

ARTICLE 5: Liability of Lease Employees

To the extent that either of the Parties, pursuant to Section 8 of Article 1, uses the services of personnel of the other and directs the actions of such personnel, such personnel (the "Leased Employees") shall be considered leased employees during such period. The Requesting Party directing the actions of such personnel shall be liable for the actions of such personnel during such period of time and for the defense of such Leased Employees from actions brought against them and arising out of their services as Leased Employees to the same extent as the Requesting Party would for its own employees.

During the period of time that an employee of a Party serves as a Leased Employee under the direction of the Requesting Party, such Leased Employee shall nevertheless be an employee of the Responding Party for purposes of the Responding Party's benefit programs or plans now existing or hereafter created, workers compensation, compensation, and payment and withholding of federal, state and local income, social security, unemployment, Medicare, and other payroll and employment taxes.

ARTICLE 6: Nondiscrimination/Equal Opportunity

As applicable, the provisions of Exec. Order No. 11,246, as amended by Exec. Order No. 11,375 and Exec. Order No. 11,141 and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60, et. seq.) are incorporated into this Agreement. The Parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, political beliefs, sex, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the Parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the Parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C.A. §4212.

ARTICLE 7: No Partnership or Joint Venture

Nothing in this Agreement will be construed to create a partnership, joint venture, employer–employee or principal–agent relationship between the Parties, nor will the Parties hold themselves out as having such a relationship. As between the University and NPS, except as specified herein, each has full, complete, absolute, and sole authority and responsibility regarding its own operations; and none shall have any direction or control over the manner in which any other performs its obligations except as specified herein.

ARTICLE 8: Non-exclusivity

The Parties enter into this Agreement on a nonexclusive basis.

ARTICLE 9: Contact Information

For the University:	Name:	Kevin Leach, Director of Campus Safety
	Address:	905 Asp Ave., Room 109B
	Email:	kleach@ou.edu
	Phone:	405-325-5145
All legal notices to University to be sent to:		The Executive Secretary of the Board of Regents of the University of Oklahoma 660 Parrington Oval, Room 119 Norman, OK 73019.
For NPS:	Name:	David Teuscher, Emergency Management Coor.
	Address:	131 S. Flood Ave.
	Email:	dteuscher@normaps.org
	Phone:	405-366-0516

ARTICLE 10: Signatory Authority

Each person signing this Agreement represents that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

ARTICLE 11: Sex Offender Statement

All Parties hereby certify that they do not and will not employ any individual registered under the Sex Offenders Registration Act, 57 O.S. §§ 581, *et seq.*, or the Mary Rippy Violent Crime Offenders Registration Act, 57 O.S. §§ 591, *et seq.* The Parties agree to obtain signed statements from all employees and agents preforming services pursuant to this agreement that such employee or agent is not currently required to register under the provisions of the Sex Offenders Registration Act, 57 O.S. §§ 581, *et seq.*, or the Mary Rippy Violent Crime Offenders Registration Act, 57 O.S. §§ 591, *et seq.*

IN WITNESS WHEREOF, the Parties have executed this Agreement upon the dates appearing below their signature, and the Agreement shall be effective upon the date of last signature herein:

Board of Regents of the University of Oklahoma:

Signature: _____

Printed Name: BRIAN HOLDERREAD

Title: VP CAMPUS OPERATIONS

Date: 03.20.2024

Independent School District No. 29 of Cleveland County, Oklahoma

Signature: _____

Printed Name: _____

Title: _____

Date: _____

MASTER SERVICE SUBCONTRACTOR AGREEMENT

This Master Service Subcontractor Agreement ("Agreement") is made and effective June ___, 2024.

BETWEEN: **Advanced Commercial Painting, LLC** ("Subcontractor"), an Oklahoma limited liability company and painting subcontractor, with its principal office located at:

5500 N. Western Ave, Suite 284, Oklahoma City, OK 73118

AND: **School District #29 of Cleveland County, Oklahoma d/b/a Norman Public School RFP** (the "School"), an independent school district operating under the laws of the State of Oklahoma, with its purchasing department located at:

131 South Flood, Norman, OK 73069

RECITALS

Subcontractor is engaged in providing construction services, specifically painting and related services, as an independent contractor. The Subcontractor has complied with all Federal, State, and local laws regarding licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as a Subcontractor under this Agreement.

The School desires to engage and contract for the services of the Subcontractor to perform certain construction work, specifically labor and materials for painting and related services, on specific construction projects at certain school sites within the school district. Subcontractor desires to enter into this Agreement and perform as a Subcontractor for the School and is willing to do so on the terms and conditions set forth below, as well as additional terms outlined in the purchase order for each project.

As work is needed for specific locations, the School will provide Subcontractor with the address and scope of work for the particular project. The work shall be performed by the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. TERMS

This Agreement shall be effective commencing July l, 2024, and shall continue until June 30, 2025, or when terminated by either party as outlined in Section 8.

2. STATUS OF SUBCONTRACTOR

This Agreement does not constitute a hiring by the School or the Subcontractor. The parties intend that the Subcontractor shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the laws of the State of Oklahoma. Subcontractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the School shall not be liable for any obligations incurred by Subcontractor unless specifically authorized in writing. Subcontractor shall not act as an agent of the School, ostensibly or otherwise, nor bind the School in any manner unless specifically authorized to do so in writing.

3. TASKS, DUTIES, AND SCOPE OF WORK

a. Subcontractor agrees to devote as much time, attention, and energy as necessary to complete or achieve construction labor and materials (painting and related services) as specified for a specific construction project. A more specific scope of work will be given for the particular project as detailed in the purchase order provided by the School's Central Service Department. The above is to be referred to in this Agreement as the "Purchase Order". A date for the completion of the Purchase Order shall be given for each project.

b. Subcontractor shall additionally perform any and all tasks and duties associated with the Purchase Order given for each project, including but not limited to, work being performed already or related change orders.

c. The books and records related to the Purchase Order for each project shall be maintained by the Subcontractor at its principal place of business and open to inspection by School during regular working hours. School will be entitled to inspect documents, including any and all contract documents, change orders/Purchase Orders, and work authorized by Subcontractor or School on existing or potential projects related to this Agreement.

d. Subcontractor shall be responsible to the School and its Board of Education, but Subcontractor will not be required to follow or establish a regular or daily work schedule. Subcontractor understands that the School may have a schedule or deadlines to which the Subcontractor must adhere. Subcontractor will supply all necessary equipment, materials, and supplies unless otherwise authorized by the School or Central Service Department. The materials for the particular project will be provided at cost with a 10% markup to the School. Subcontractor will not rely on the equipment or offices of School for completion of tasks and duties set forth pursuant to this Agreement. Any advice given Subcontractors regarding the Purchase Order shall be considered a suggestion only, not an instruction. The School retains the right to inspect, stop, or alter the work of Subcontractor to assure its conformity with this Agreement or the Purchase Order for the specific project.

4. COMPENSATION

a. Subcontractor shall be entitled to compensation for performing those tasks and duties related to the Purchase Order which are Time and Material projects as follows:

1. Hourly Rate for Project Manager	$105.00
2. Hourly Rate for Painter	$ 48.00
3. Hourly Rate for Helper/Laborer	$ 43.00

b. Subcontractor shall be entitled to compensation for projects that are not Time and Material projects in the amount set forth in the Purchase Order for the particular project.

c. Such compensation shall become due and payable to Subcontractor in the following time, place, and manner:

Within 45 days of receipt of an invoice for a Purchase order, payment shall be provided. If there is an issue with any of the work on a Purchase Order, Subcontractor will be provided with notice and opportunity to correct the work. The portion of the work for which there is no issue should be paid within 45 days of receipt of the invoice.

5. SCOPE OF WORK FOR AGREEMENT

The parties agree and understand that the Scope of Work for a particular project will be set forth in a Purchase Order will vary from project to project. The general items for Scope of Work as contemplated by this Agreement are as follows:

PROJECT SCOPE AND SPECIFICATIONS

PARKING LOT

A. Power washing
B. Filing linear cracks in asphalt
C. Overlay sealant on asphalt
D. Striping parking
E. ADA parking Space
F. Crosswalk
G. Parking Space Numbers 1-500
H. Curbs painted (red, yellow, etc.)

EXTERIOR PAINTING

I. Power wash
J. Block filler
K. A-100 finish
L. He-performance finish
M. Miscellaneous patch & repair

INTERIOR PAINTING

N. Miscellaneous patch & repair
O. Standard paint, Promar 200 or equal
P. Pre-catalyzed epoxy
Q. Multi-component finishes
R. Hollow Metal frame-whole or spilt face
S. Hollow Metal door whole or spilt faced
T. Wood Door- (touch up stain) whole or split faced

Subcontractor shall be responsible for the reasonable clean-up of any work performed or the area where the work was performed by the Subcontractor on a Purchase Order.

6. CHANGE ORDERS

If work outside the scope of work set forth in the Purchase Order is required on a project by Central Service Department, the School and the Subcontractor will agree on whether there is cost for the additional work and, if so, the cost for the work. The agreement to perform the work and the cost for the work shall be included in a written change order signed by both parties. The additional work shall not be performed until a change order is agreed upon and signed by both parties.

7. PUNCH LIST

When the scope of work for a Purchase Order is substantially complete, the parties will inspect the work. Central Services Department will prepare a punch list, based on the inspection, with items that need to be completed or repaired. Once the punch list items are completed, the parties will again inspect the work performed for the Purchase Order. The Central Services Department will acknowledge the completion of the punch list by its written signature on the punch list which shall evidence the completion of the punch list and the acceptance of the Purchase Order work.

8. TERMINATION

This Agreement may be terminated for cause prior to the completion or achievement of the scope of work on a Purchase Order on any project by either party giving 30 days written notice. However, if the termination is because of issues involving the work, including but not limited to timeliness and quality, the School must give the Subcontractor notice and opportunity to cure for 15 days prior to the start of the 30 days written notice. If the issue is timely resolved, the party giving notice cannot terminate the Agreement. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

9. LEGAL COMPLIANCE

Subcontractor is encouraged to treat all School employees, students, business partners and other affiliates with respect and responsibility. Subcontractor is required to comply with all laws, ethical codes and School's policies, procedures, rules, or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

10. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE

Subcontractor agrees to immediately supply the School with proof of Workers' Compensation Coverage where required by law and General Liability Insurance, upon request of the School.

11. PERSONS HIRED BY SUBCONTRACTOR

All persons hired by Subcontractor to assist in performing the tasks and duties necessary to complete the Purchase Order shall be the employee or independent contractor labor of Subcontractor unless specifically indicated otherwise in an agreement signed by all parties. Subcontractor shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees or independent contractor labor, upon request of the School.

12. NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, electronic mail, or by hard mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Subcontractor agrees to keep School current as to its business and mailing addresses, as well as mobile number and email.

13. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.

14. MEDIATION

Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on the written request of either party served on the other, be submitted first to mediation and then if still unresolved to litigation in a state or federal court for Cleveland County, Oklahoma.

15. REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding with the exception of the Purchase Order for each project. Any modification of this Agreement shall be effective only if it is in writing, signed, and dated by all parties hereto.

16. INDEMNIFICATION

Subcontractor shall defend, indemnify, hold harmless, and ensure the School from any and all damages expenses, or liability resulting from or arising out of, any negligence or misconduct on Subcontractor's part, or from any breach or default of this Agreement which is caused or

occasioned by the acts of the Subcontractor. Subcontractor shall ensure that its employees, contractors, and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement.

17. CONTAINMENT OF ENTIRE AGREEMENT

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto. Notwithstanding this section, the parties acknowledge that each written Purchase Order and its terms will be binding on the parties.

18. PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

19. GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SCHOOL BOARD OF EDUCATION School District #29 of Cleveland County, Oklahoma d/b/a Norman Public School RFP _____ Authorized Signature _____ Print Name and Title	SUBCONTRACTOR Advanced Commercial Painting, LLC _____ Authorized Signature _____ Print Name and Title



Annual Maintenance Agreement

Effective July 1, 2024 – June 30, 2025

PANCO will establish the following status for the Syntronix control system located at **Norman Public Schools**:
Preferred Status – Makes Norman Public Schools a preferred customer. You will have available to you the services below.

- Allows NPS to get the services of PANCO. Many of the components in the system, which is 20 years old now, are obsolete. PANCO has stocked extensively most of these products before they were no longer offered. NPS will now have access to these parts, including software, while our supply lasts.
- Maintain Anti-Virus software
- Provide training for personnel upon request at standard labor rates
- Unlimited phone support for software and hardware troubleshooting
- Standard labor rate of $135/hr.

The duration of this contract is one year. Renewal can be accomplished annually only with the agreement of both parties, PANCO and NPS.

Total monthly maintenance cost ……. $ 630.00

Accepted date _____

Norman Public Schools

By: _____

PANCO

By: _____

17000 SE 91st St. Choctaw, OK 73020 * (405)752-2881



Schindler Inspection

Date: January 29, 2024

Prepared For:

Norman North Hs
1809 Stubbeman Ave
Norman, OK 73069

Date: January 29, 2024

Estimate Number: BSCZ-CQ4PDW (2023.6.1)

To:
Norman North Hs
1809 Stubbeman Ave
Norman, OK 73069
Attn: Delbert Potts

Building Name:
Instructional Services Ctr (re

From:
1301 Cornell Parkway
Suite 500
Oklahoma City, OK 73108-1822
Phone:
Fax: 918-627-1191

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application	Description	Rise/Length Openings	Capacity	Speed	Install#
	Instructional Services Ctr (re 4100 N Flood Ave Norman, OK 73069						
1	Schindler	Hydraulic Passenger	Passenger	2F/0R	2100	100	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") and **NORMAN NORTH HS** ("you") agree as follows:

INSPECTION COVERAGE

We will:

- Periodically examine, lubricate, adjust, and as needed, recommend the repair or replacement of the Equipment
- Report to you any necessary repairs discovered by us in the performance of such inspections
- Upon your request, provide you with a proposal for necessary repairs at our standard billing rates
- Perform safety testing

CALLBACK COVERAGE

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

Schindler shall not include callbacks during regular or overtime hours. If you authorize services outside the scope of this agreement, or callbacks at any time, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

TESTING OF SAFETY DEVICES

Equipment	Test	Frequency
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

HOURS OF SERVICE

Unless otherwise noted above, all work shall be completed during our regular working hours of regular working days, excluding elevator trade holidays.

SCHINDLER AHEAD

Schindler Ahead is a digital closed-loop system which, via a dedicated wireless cellular signal, provides remote connectivity between your Equipment and Schindler, allowing us to be notified 24/7 if any connected component or function is operating outside established parameters. Schindler Ahead can help improve your Equipment reliability, provide you with deeper insights, superior convenience, and greater cost control.

Your contract includes the above features as well as the following Core package:

This Agreement does not include Schindler Ahead.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Connect – The Connect package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms.

Enhanced – The Enhanced package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms. Additionally, Enhanced customers receive access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which can help reduce equipment downtime in a shutdown situation by performing advanced troubleshooting and can help improve equipment reliability in non-shutdown situations, by scheduling future maintenance on components necessitating it. When appropriate, the ESP Team will communicate with you to schedule service calls. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival (ROA) calls. Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the agreement.

Premium – The premium package is our top tier,-and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

The following digital services are also available:

SafeCall – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a cellular connection between your elevator's in-car emergency phone and our Schindler Customer Service Network (SCSN), that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. The availability of this service is contingent upon code approval by the local Authority Having Jurisdiction (AHJ) and having a non-proprietary in-car emergency phone. If selected, please await confirmation of the activation of the service prior to terminating your existing dedicated phone line, to avoid a disruption in service.

_____ Initial here to add SafeCall for $30 per unit, per month in addition to the subscription price shown in the price section below

Visual Alarm Module (VAM) Monitoring – In areas where the local Authority Having Jurisdiction (AHJ) has adopted ASME A17.1-2019 code regarding communication systems for the hearing and speech impaired, Schindler shall provide voice, audio, and text-based communications to the elevator cab. This code requirement is in supplement to the elevator's in-car emergency phone. To enable this service, the necessary hardware to enable communication must be installed, which is subject to an additional one-time charge, if not already present.

_____ Initial Here to add VAM Monitoring for $15 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

EXCLUSIONS

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; below ground or unexposed plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; replacement and disposal of hydraulic oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment. In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, or valves on hydraulic equipment, are not operating correctly, resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

During the term of the Agreement, parts or components may become obsolete. An obsolescence designation shall apply to any of the following scenarios:

- Part or component is no longer in stock and available for purchase from the Original Equipment Manufacturer (OEM)
- Part, component, or equipment was originally installed 20 or more years ago
- Motor Generators

The costs associated with the repair (including refabrication), or replacement, of obsolete parts or components are excluded from this Agreement. Schindler will provide a written proposal for the excluded work. Any repaired part or component will continue to be considered obsolete. If replacement is required, Schindler shall present a written proposal to replace the obsolete part(s) or component(s), including the costs of any associated modifications which may be necessary to interface with a part or component of a different design, to ensure proper and safe operation of the equipment. Once replaced, the new part or component will be covered by this Agreement.

TERM

This Agreement commences on July 01, 2024, and continues until June 30, 2025, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of $138.00 per month, payable annually in advance ($1,656.00 per installment), exclusive of applicable taxes, unless another payment option is accepted below:

Payment Option	Revised Monthly Price	Acceptance (Initial)
Annual in Advance	$138.00	
Semi-Annual in Advance	$140.76	
Quarterly in Advance	$143.52	
Monthly in Advance	$146.28	

This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

[ ] Upgrade to the Connect Package - $15 per unit, per month addition.
[ ] Upgrade to the Enhance Package - $25 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner's expense. Please contact your Schindler Rep for more information.

The standard method of invoice delivery shall be by email. Please provide the applicable email address in the Bill To section of the Customer Information section in this document. You agree to immediately update us with any changes to the electronic invoicing address. If you require paper invoices, they shall be subject to a paper invoice administration fee.

Method of payment shall be by check, unless another option is selected below:

[ ] Direct Debit (Attach copy of voided check)
[ ] Credit Card (Complete "Other" section within included Customer Information Sheet)

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

The attached terms and conditions are incorporated herein by reference.
Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:	Accepted:
_____	_____
By: Brandon Schutz	By: _____
For: Schindler Elevator Corporation	For: Norman North Hs
Title: Branch Manager	Title: _____
Date: January 29, 2024	Date: _____

Approved:

_____

By: Brandon Schutz

Title: Branch Manager

Date: January 29, 2024

CUSTOMER INFORMATION

Owner / Manager Information

Legal Name of Company:		
Address:		
City:	**State:**	**Zip:**
Federal Tax ID #:	**Tax Exempt?** (if Yes, provide Certificate)	

Primary Contact Name:	**Title:**
Email:	**Phone:**

Bill To Information

Legal Name of Company:		
Address:		
City:	**State:**	**Zip:**
Purchase Order? (if Yes, provide applicable Number)		
Bill To Email #1 (required):		
Bill To Email #2 (optional):		

Accounts Payable Contact Name:	
Email:	**Phone:**

Other (if applicable)

Credit Card:	☐ **VISA** ☐ **MC** ☐ **AMEX**
Name:	
Number:	
Expiration:	**Billing Zip:**
Signature:	

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 90 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.

In the event you decline the automatic renewal, this Agreement shall continue on a month-to-month basis following the termination date, unless terminated by either party in accordance with the above provisions.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

(a) Interest on past due amounts at 1½% per month or the highest legal rate available;
(b) Termination of the Agreement on ten (10) days prior written notice; and
(c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

Should we be required to interface with any third-party billing or management systems, we reserve the right to modify the Agreement price to account for additional costs incurred by Schindler.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
(b) Comprehensive Liability - Up to Two Million Dollars ($2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate $5,000,000.
(c) Auto Liability - $5,000,000 CSL.
(d) Employer's Liability - $5,000,000 Each Accident/Employee/Policy Limit.



Schindler Inspection

Date: January 29, 2024

Prepared For:

Longfellow Middle School
215 North Ponca Avenue
Norman, OK 73071

Date: January 29, 2024

Estimate Number: BSCZ-CQ4LXF (2023.6.1)

To:
Longfellow Middle School
215 North Ponca Avenue
Norman, OK 73071
Attn: Brad Coplen

Building Name:
Longfellow Middle School

From:
1301 Cornell Parkway
Suite 500
Oklahoma City, OK 73108-1822
Phone:
Fax: 918-627-1191

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
	Longfellow Middle School 215 N Ponca Ave Norman, OK 73071							
1	Schindler	Gearless	Passenger	Passenger	2F/0R	2500	125	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") and **LONGFELLOW MIDDLE SCHOOL** ("you") agree as follows:

INSPECTION COVERAGE

We will:

- Periodically examine, lubricate, adjust, and as needed, recommend the repair or replacement of the Equipment
- Report to you any necessary repairs discovered by us in the performance of such inspections
- Upon your request, provide you with a proposal for necessary repairs at our standard billing rates
- Perform safety testing

CALLBACK COVERAGE

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

Schindler shall not include callbacks during regular or overtime hours. If you authorize services outside the scope of this agreement, or callbacks at any time, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

TESTING OF SAFETY DEVICES

Equipment	Test	Frequency
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

HOURS OF SERVICE

Unless otherwise noted above, all work shall be completed during our regular working hours of regular working days, excluding elevator trade holidays.

SCHINDLER AHEAD

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Your contract includes the above features as well as the following Core package:

This Agreement does not include Schindler Ahead.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Connect – The Connect package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms.

Enhanced – The Enhanced package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms. Additionally, Enhanced customers receive access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which can help reduce equipment downtime in a shutdown situation by performing advanced troubleshooting and can help improve equipment reliability in non-shutdown situations, by scheduling future maintenance on components necessitating it. When appropriate, the ESP Team will communicate with you to schedule service calls. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival (ROA) calls. Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the agreement.

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SafeCall – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a cellular connection between your elevator's in-car emergency phone and our Schindler Customer Service Network (SCSN), that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. The availability of this service is contingent upon code approval by the local Authority Having Jurisdiction (AHJ) and having a non-proprietary in-car emergency phone. If selected, please await confirmation of the activation of the service prior to terminating your existing dedicated phone line, to avoid a disruption in service.

_____ Initial here to add SafeCall for $30 per unit, per month in addition to the subscription price shown in the price section below

Visual Alarm Module (VAM) Monitoring – In areas where the local Authority Having Jurisdiction (AHJ) has adopted ASME A17.1-2019 code regarding communication systems for the hearing and speech impaired, Schindler shall provide voice, audio, and text-based communications to the elevator cab. This code requirement is in supplement to the elevator's in-car emergency phone. To enable this service, the necessary hardware to enable communication must be installed, which is subject to an additional one-time charge, if not already present.

_____ Initial Here to add VAM Monitoring for $15 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

EXCLUSIONS

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; below ground or unexposed plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; replacement and disposal of hydraulic oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment. In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, or valves on hydraulic equipment, are not operating correctly, resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

During the term of the Agreement, parts or components may become obsolete. An obsolescence designation shall apply to any of the following scenarios:

- Part or component is no longer in stock and available for purchase from the Original Equipment Manufacturer (OEM)
- Part, component, or equipment was originally installed 20 or more years ago
- Motor Generators

The costs associated with the repair (including refabrication), or replacement, of obsolete parts or components are excluded from this Agreement. Schindler will provide a written proposal for the excluded work. Any repaired part or component will continue to be considered obsolete. If replacement is required, Schindler shall present a written proposal to replace the obsolete part(s) or component(s), including the costs of any associated modifications which may be necessary to interface with a part or component of a different design, to ensure proper and safe operation of the equipment. Once replaced, the new part or component will be covered by this Agreement.

TERM

This Agreement commences on July 01, 2024, and continues until June 30, 2025, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of $230.00 per month, payable annually in advance ($2,760.00 per installment), exclusive of applicable taxes, unless another payment option is accepted below:

Payment Option	Revised Monthly Price	Acceptance (Initial)
Annual in Advance	$230.00	
Semi-Annual in Advance	$234.60	
Quarterly in Advance	$239.20	
Monthly in Advance	$243.80	

This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

[ ] Upgrade to the Connect Package - $15 per unit, per month addition.
[ ] Upgrade to the Enhance Package - $25 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner's expense. Please contact your Schindler Rep for more information.

The standard method of invoice delivery shall be by email. Please provide the applicable email address in the Bill To section of the Customer Information section in this document. You agree to immediately update us with any changes to the electronic invoicing address. If you require paper invoices, they shall be subject to a paper invoice administration fee.

Method of payment shall be by check, unless another option is selected below:

[ ] Direct Debit (Attach copy of voided check)
[ ] Credit Card (Complete "Other" section within included Customer Information Sheet)

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

The attached terms and conditions are incorporated herein by reference.
Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:	Accepted:
_____	_____
By: Brandon Schutz	By: _____
For: Schindler Elevator Corporation	For: Longfellow Middle School
Title: Branch Manager	Title: _____
Date: January 29, 2024	Date: _____

Approved:

_____

By: Brandon Schutz

Title: Branch Manager

Date: January 29, 2024

CUSTOMER INFORMATION

Owner / Manager Information

Legal Name of Company:		
Address:		
City:	**State:**	**Zip:**
Federal Tax ID #:	**Tax Exempt?** (if Yes, provide Certificate)	

Primary Contact Name:	**Title:**
Email:	**Phone:**

Bill To Information

Legal Name of Company:		
Address:		
City:	**State:**	**Zip:**
Purchase Order? (if Yes, provide applicable Number)		
Bill To Email #1 (required):		
Bill To Email #2 (optional):		

Accounts Payable Contact Name:	
Email:	**Phone:**

Other (if applicable)

Credit Card:	☐ **VISA** ☐ **MC** ☐ **AMEX**
Name:	
Number:	
Expiration:	**Billing Zip:**
Signature:	

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 90 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.

In the event you decline the automatic renewal, this Agreement shall continue on a month-to-month basis following the termination date, unless terminated by either party in accordance with the above provisions.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

(a) Interest on past due amounts at 1½% per month or the highest legal rate available;
(b) Termination of the Agreement on ten (10) days prior written notice; and
(c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

Should we be required to interface with any third-party billing or management systems, we reserve the right to modify the Agreement price to account for additional costs incurred by Schindler.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
(b) Comprehensive Liability - Up to Two Million Dollars ($2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate $5,000,000.
(c) Auto Liability - $5,000,000 CSL.
(d) Employer's Liability - $5,000,000 Each Accident/Employee/Policy Limit.

Streets, LLC
MECHANICAL CONTRACTORS
100 S.E. 25TH STREET
OKLAHOMA CITY, OK 73129
405/632-6664
FAX 405/632-0732
OKLAHOMA LICENSE NUMBERS
PLUMBING – 3530
MECHANICAL – 4583
ELECTRICAL – 2982
ENGINEERING – 7242

March 11, 2024,
Prepared for: Norman Public Schools
Attn: Brad Coplen
RE: HVAC Services Contract – FY 2025

Streets LLC, is pleased to provide the following proposal for your review and acceptance.

Scope of Work

- Provide labor and materials to perform the following tasks upon request from Norman Public Schools per Request for Proposal
- Services performed by Streets, LLC for Norman Public Schools will be invoiced at the rates listed below

1. **Hourly Labor Rates for Work Performed and Equipment Check List:**
Hourly labor rates inclusive of wages, taxes, benefits, overhead, general and administrative expenses and profit performed by the Contractor. If your business does not have an hourly rate for said position, write "N/A". If you do not charge for said position but does offer it, write "complimentary".

a. Boiler Start Up	$ 125.00	/Per Hour
b. Chiller Check List	$ 125.00	/Per Hour
c. Cooling Tower Check List	$ 125.00	/Per Hour
d. Chiller Water Pump Check List	$ 125.00	/Per Hour
e. HVAC Condenser Water Pump Check List	$ 125.00	/Per Hour
f. Hot Water Pump Check List	$ 125.00	/Per Hour
g. AHU Check List	$ 125.00	/Per Hour
h. Expansion Tank Check List	$ 125.00	/Per Hour
i. Fan Coil Unit Check List	$ 125.00	/Per Hour
j. Air Supply Fan Check List	$ 125.00	/Per Hour
k. Air Exhaust Fan Check List	$ 125.00	/Per Hour
l. HVAC Unit Installation	$ 125.00	/Per Hour
m. Overtime Rate for HVAC Unit Installation	$ 165.00	/Per Hour

3. **Direct Supplies and Materials Costs:**
Supplies and Materials which enter directly into the end product, or that are used or consumed directly in connection with the service will be warrantied by the vendor.

n. Markup percentage on materials and components	15.00	%

- This service agreement shall begin on 7/1/2024 and end on 6/30/2025 unless an extension or modification of this contract is agreed to in writing by both parties.

Should you have any questions, please don't hesitate to contact me at 405-632-6664

Respectfully Submitted,

William Cronic

William Cronic
Email: wcronic@streetsllc.com
Phone: 405-642-8707
Fax: 405-632-0732

Acceptance of Proposal By

Name: _____
Title: _____
Date: _____
Purchase Order: _____

Signed: _____

SAL'S DECORATIVE CONCRETE

August 1,2024 - July 31,2025

PRICE PER SQ FT FOR INSTALL	$7.75
Price Per SQ For Demo	$6.00
Supply Materials Cost Plus 15%	
Disposal Cost Plus 10%	

Concrete Sidewalks
Cocrete Drainage
Concrete Planters
Concrete pads
Concrete Stemwalls
Concrete Curbs
Conrete Footings

Salome Charqueno
212 SE 34th Street
Oklahoma City OK

Board Member Signature_____ Date_____

Owner signature [signature] Date 04/12/2024

Allied Elevator Services Inc. to provide labor and parts for the following Job specifications:

Perform Category 1 (Annual) Code Required Safety Test with QEI inspector for the following units when notified by Norman Public Schools that Lifts are due for the Code Required Safety Test.

- Garaventa Platform Lift located at Allcott Middle School, 1919 Boyd Street, Norman. OK
- Garaventa Platform Lift located at Irving Middle School, 125 Vicksburg Avenue, Norman, OK
- Garaventa Platform Lift located at Whittier Middle School, 2000 W. Brooks Street, Norman, OK
- Garaventa Platform Lift located at Norman High School, 911 W. Main St., Norman, OK
- Garaventa Platform Lift located at Nancy O'Brian Center for the Performing Arts located at 1809 Stubbeman Ave, Norman, OK 73069

Work will be performed during regular working hours on regular working days of the elevator trade.

We will perform the above for $525.00 (Five hundred twenty-five dollars) each for a total of $2,625.00 (two thousand six hundred twenty-five dollars).

This price does not include any repairs that may need to occur to pass inspection or re-inspection if needed.

This proposal is valid for Fiscal year July 1, 2024 to June 30, 2025

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond Allied Elevator Services control, making the building or premises in which Allied Elevator Services personnel are working unsafe, Allied Elevator Services reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to Allied Elevator Services material or work on the premises by fire, theft, or otherwise, Purchaser shall compensate us therefore.

It is agreed and understood that Allied Elevator Services is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that Allied Elevator Services assumes any liability of any nature whatsoever arising out of or relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but

PO Box 58 Newcastle, OK 73065 303 Office: 405-386-2737
Jenn.Black@AlliedElevatorServices.com

not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Allied Elevator Services shall NOT be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death, or damage to property arising or resulting from the misuse, abuse, or neglect of the equipment herein named

or any other device covered by this contract. It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against Allied Elevator Services.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at Allied Elevator Services usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. ANY CHANGES TO THIS AGREEMENT **MUST** BE MADE IN WRITING AND SIGNED BY BOTH PARTIES.

Premature cancellation of this Agreement or delayed notice of termination shall constitute a material breach of contract and the entire remaining amount of the contract will accelerate and become due to Allied Elevator as liquidated damages. In the event of a sale, lease or other transfer of ownership of the equipment described herein, or the premises in which it is located, Purchaser will provide Allied Elevator with thirty days (30) written notice of this transaction and Purchaser will notify new Purchaser of the existence of this agreement and provide Allied Elevator with the new Purchaser's complete contact information.

Allied Elevator Services reserves the right to terminate the Agreement in its entirety upon thirty days (30) written notice any time due to the Purchaser's breach of contract.

All payments are due within fifteen days (15) of the invoice, unless otherwise stated in the contract written and signed by both parties. Monthly contract Purchaser's invoice due on the first (1st) of each month. Quarterly contract Purchaser's invoice due on the first (1st) of each quarter; January 1, April 1, July 1, October 1. Any payments not current for service accounts will result in stop of service until late payment of $50 and invoice paid. Failure to pay any sum due by Purchaser within sixty days (60) will be a material breach. Any repairs, modernizations, upgrades, etc. will be subject to a 1.5% delinquent payment charge based on the signed agreement for services completed, if not received in fifteen days (15) of invoice unless stated otherwise on contract signed and agreed by both parties. Any returned checks will have an additional fee of $25.00.

Either party may terminate this agreement three (3) months after its inception upon thirty (30) days written notice by certified mail.

Should customer feel their elevator service needs are not being met and wishes to terminate agreement, customer must send Allied Elevator Services a certified letter stating any concerns, complaints, or issues. Once received by Allied Elevator Services, customer must allow sixty (60) days from delivered and signed for letter to correct any concerns, complaints, or issues as stated in the letter. Should these issues not be corrected or addressed Owner may cancel contract after the sixty (60) day period. 304

NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO HAVE ANY AND ALL DISPUTES BETWEEN YOU AND ALLIED ELEVATOR SERVICES RESOLVED BY ARIBTRATION AND YOU ARE GIVING UP YOUR RIGHT TO A COURT OR JURY TRIAL AS WELL AS YOUR RIGHT OF APPEAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Accepted by: _____
(Legal Name of Company)

By: _____
(Signature of Authorized Individual)

Printed Name: _____Date:_____

Billing Address or Email:
_____
_____
_____
_____

Accepted by Allied Elevator Services, Inc.

By: _____
Printed Name: Jennifer Black
Date: April 17, 2024

PO Box 58 Newcastle, OK 73065 305 Office: 405-386-2737
Jenn.Black@AlliedElevatorServices.com

ALLSTATE TERMITE AND PEST SOLUTIONS

1-888-656-6284
http://www.allstatepestcolutions.com

PEST CONTROL SERVICE AGREEMENT

☐ *Residential* ☒ *Commercial* ☐ *Inside Only* ☐ *Perimeter Only* ☒ *Inside & Perimeter* ☐ *Lawn Included*

Customer: Norman Public Schools Phone:

Address: 131 South Flood City, State, Zip: Norman, OK 73069

Description of Property: See Pages 11 and 12 of RFP#2023008

Service Location: See Pages 11 and 12 Phone:

Address: City, State, Zip:

Service Schedule: ☒ Monthly ☐ Quarterly ☐ Other: Service to Begin: July 1st, 2024

Payment Schedule: ☒ Monthly ☐ Quarterly ☐ Other: Initial Service Price: $ Annual Amount: $40,128.00

☐ Mosquito Management (May to Sept.) /mo. For months Regular Service Price:

☐ Termite Monitoring System Installation: Monitoring: Annual Contract Amount: $

Pests to be Controlled: ☐ Common household ☒ Commercial ☐ Other_

Unless checked, the following pests are not included: ☐ Carpet Beetles ☐ Fungus Gnats

☒ Carpenter Ants ☒ Pharaoh Ants ☒ Flies & flying insects ☐ Bed Bugs ☐ Stored product pests

☒ Fire Ants ☒ Mice, Rodents ☐ Wood-infesting insects ☐ Fleas ☐ Ticks

Special Instructions: Contract period July 1st, 2024 to June 30th, 2025, with option for 4 individual renewal periods as stated in Scope of RFP 20238, page 5. This would be the 1st of 4 renewal periods. Live trapping pricing for nusaince wildlife is as follows: $125 to set trap and $25 per each animal removed. All other off contract pest control will be at the bid price of $125 per hour plus material costs. Please see attachment for individual site pricing.

SERVICE GUARANTEE: Due to the nature of many of the pests covered by this agreement, and due to the limitations imposed by the construction of most homes and businesses, we cannot guarantee complete elimination of pests. We do promise to use products and methods that will provide you with the most effective and efficient pest control possible, and to do our best to meet your expectations regarding the control of nuisance pests in your environment. We will also use products and methods to maximize your safety and comfort and to meet all federal, state and local regulations. If we fail to meet your expectations, please notify us and allow us thirty (30) days to correct the problem. If we are unable to correct the unsatisfactory conditions within this time period, you reserve the right to cancel this contract. We are not responsible for insect or rodent damage.

IMPORTANT: Your cooperation and regular service are extremely important to achieving and maintaining effective control of pests. Please correct any conditions conducive to pest harborage or breeding that your technician may bring to your attention. Also, please cooperate in helping us provide your service on the schedule indicated above, as regular, continued service is very important to satisfactory pest control and prevention. Without regular service,

By signing this agreement, I the customer, certify that I have read the provisions above and agree to all terms and conditions

Customer **Date** **Allstate** **Date**

Norman Public Schools

425 12th Avenue N.E.

Norman, OK 73071

CONTRACT FOR DRUG AND ALCOHOL TESTING FOR THE 2024 - 2025 SCHOOL YEAR;

We are submitting the following contract outlining the services that will be provided by The Compliance Resource Group, Inc., a third-party administration company with over twenty plus years experience in drug and alcohol testing compliance.

- Policy consulting to help meet state and federal requirements for Department of Transportation Drugs of Abuse and Alcohol testing requirements.
- Drug testing by SAMSHA certified laboratories.
- Confidential test reporting services.
- Certified Medical Review Officer Services.
- Computer generated selection program.
- Local fixed site chain-of-custody drugs of abuse collection services included up to a $30.00 limit per collection.
- Test file, MIS data reports and chain-of-custody file maintenance.
- Company test result summary reports
- Consulting services to maintain compliance.
- Confidential employee prescription verification program.

All random routine negative alcohol and drug screen testing as required by 49 CFR 382 and 40 included in the quarterly billing of $20.00 per covered employee per quarter. $60.00 minimum billing per quarter for organizations with less than three drivers.

All other drug testing pre-employment, reasonable cause, return-to-duty, post-accident, and follow-up are billed when/if the testing is required. The test price is $60.00 per test for the panel required by the Department of Transportation.

GC/MS confirmations and MRO/donor contact mandated by the DOT on positive drug screen results are included at no charge. D&L Isomer testing for positive methamphetamine if donor claims specific medication use is billed @$65.00.

Alcohol testing during normal business hours will be $40.00. Alcohol confirmation in all cases is $25.00 per test.

If the above is satisfactory this agreement will be effective: **JULY 1, 2024 thru June 30, 2025.**

Pricing subject to change only if the DOT requirements change increasing costs. Thirty-day notice would be given.

Please sign and date below and return one copy of this agreement.

CRG Director – Jim Tedrow MST (REP)

4/2/24

Contract, Software License & Hosting Agreement

Prepared for

Norman Public Schools

425 12th Ave. Northeast
Norman, OK 73071

Prepared on 04/15/2024.
by
Brian Keefer

Transfinder
440 State Street
Schenectady, NY 12305
Phone: 800-373-3609
Fax: 518-377-3716

This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and Norman Public Schools. It describes your rights and liabilities as they pertain to the use of your Transfinder Software System. To expedite this purchase, sign, fax, and mail this entire agreement, along with a purchase order, to Transfinder.

This contract expires on 04/30/2024, if not signed and accepted.

This is a non-transferable and non-exclusive Contract between Transfinder and Norman Public Schools (Licensee). This Contract is subject to the specified terms and conditions for use of the program, product, optional features, and related materials. This Contract applies to any enhancements or improvements to which Norman Public Schools may be entitled. This pursuant to the price terms described below. The provisions of the Contract include:

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST

Software Modules	Year 1 7/1/2024	Year 2 7/1/2025
Routefinder PLUS includes: • Single User Software License Routing and Scheduling System • GIS Map Conversion for **county** • Tools for route overlap analysis, Stop Sequence Optimization, and Policy Analytics • Eligibility Assessment & Walk Zone definition • Driver Certification Functionality • Field Trip resource tracking, cost calculator, billing, invoicing, & reporting	**$3,950**	**$3,950**
Satellite Imagery Service • Adds a satellite layer to Routefinder	**$250**	**$250**
Attendance Boundary Planning • Manage School Attendance Boundaries • Assess school zone changes for impact on students, grades, and school bus routes	**$300**	**$300**
Viewfinder • Schedule Automated Reports to be emailed to unlimited staff with vital information • Browser-based, any device, unlimited users, lookup access for staff (role-based security) • View critical data about students, routes, stops, trips, maps, etc.	**$1,400**	**$1,400**
Tripfinder • Browser-based Field Trip System, Site License with Unlimited users • Includes online requests & approvals, cost tracking, reporting, etc.	**$2,000**	**$2,000**
Stopfinder GeoAlerts • Send electronic invitations to parents and guardians for easy onboarding process • Two-way communication with registered parents and guardians (subscribers) • Define Geo Alerts for buses • Notification based on Enter or Exit GeoAlert Zone • Pickup, Drop-off, School or any locations defined by user • Parents/Subscribers can choose when to be alerted: View historical events for today, yesterday, this week, last week • Track only student's bus in real-time • See Trip path and stop information (based on settings) **Stopfinder GeoAlerts customers will require a Transfinder approved GPS hardware provider.* *** Year 1 Pro Rated to align Billing to 7/1/24*	**$9,000**	**$7,200**
Servicefinder • Manage fleet workorders, rates and inventory; • Track and report on fuel and other vehicle costs; • Schedule technicians and repair jobs • Preventative maintenance reporting and scheduling • Workorder, Quotes, Invoice and approval workflow process • Vendor and inventory parts and fulfillment process • Servicefinder Dashboard one screen summary ** Year 1 Pro Rated to align Billing to 7/1/24	**$13,000**	**$13,000**
Infofinder i With Infofinder i, you can: • Provide Web-based service allowing the district to share route and stop information via your district's website. • Integrate transportation information and notification capability into your district website; • Provide access to student address, bus route and stops on a map • Display school attendance zone boundary information • Email notifications features	**$2,800**	**$2,800**
Wayfinder with Zonar ZPass Integration • **Resource Substitution** o Driver can identify which vehicle will be utilized for a trip. • **Navigation** o Turn by Turn voice guidance. o Speedometer and smart map zoom o Accurate electronic route sheets for trips created in Routefinder.	***$0**	***$15,120**

○ On demand navigation using Quickfinder functionality to search address, student, and other data types, or by pinning on the map. • **Attendance** ○ Calendar-based schedules ○ Automated attendance using Zonar ZPass readers. ○ Driver interaction Skip stops before or during navigation or manual take attendance. ***Wayfinder with ZPass Integration requires Zonar Zpass Hardware.*** ** Year 1 Pro Rated to align Billing to 7/1/24		
Transfinder Hosting Services powered by Amazon Web Services (AWS) • Hosting includes database server, application servers, storage, and data maintenance • Hosting Service is due with initial purchase and is included in the future Hosting Service	**$5,250**	**$5,250**
Current Annual Support and Hosting Fees		
ANNUAL SERVICE FEE FOR SUPPORT AND SOFTWARE HOSTING SERVICES: 7/1/2024 **Annual fees are due upon the anniversary date of the initial software activation.**	❑ **$ 37,950.00** **x_____** **Initial Here**	
Technical Support & Software Updates • Unlimited Online Technical Support • Software updates and upgrades • Access to Transfinder Community client resources portal for documentation, training videos, webinars, and report library	**Included**	
Additional Product, Implementation, Training and Professional Services	**Year 1**	**Year 2 ASF**
Three (3) Days On-site Summer Training 2024 - $10,500.00 – 3 Days • Customized Onsite Training conducted by a Transfinder Application Specialist • Training offered between June 1st and September 30th *Up to 8 Hours a day, Travel and Living Expenses billed at cost* ***Billed upon receipt of Agreement*** ***Approved Dates of Service July 1-3rd 2024.***	**$ 10,500**	**N/A**
Wayfinder with Zonar ZPass Integration - 80 Additional Users • **Resource Substitution** ○ Driver can identify which vehicle will be utilized for a trip. • **Navigation** ○ Turn by Turn voice guidance. ○ Speedometer and smart map zoom ○ Accurate electronic route sheets for trips created in Routefinder. ○ On demand navigation using Quickfinder functionality to search address, student, and other data types, or by pinning on the map. • **Attendance** ○ Calendar-based schedules ○ Automated attendance using Zonar ZPass readers. ○ Driver interaction Skip stops before or during navigation or manual take attendance. ***Wayfinder with ZPass Integration requires Zonar Zpass Hardware.***	**$11,520**	**$11,520**
Additional Product and Services Total: ❑ **x_____** **Initial here**	**$22,020**	**$11,520**

TRANSFINDER® SOFTWARE ANNUAL SUPPORT PROVISIONS

This is a declaration of your Transfinder Annual Support Provisions. It describes the benefits you enjoy as a Transfinder client "in good standing" by remaining current in your payment of your Annual Support Fees.

Routefinder PLUS Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	**Included**
Software Upgrades and program enhancements as they are developed	**Included**
Access to MyTransfinder - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more	**Included**
Custom Data Integration module modifications and maintenance as needed	**Included**
Viewfinder, Tripfinder, Stopfinder, Wayfinder and Infofinder I Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	**Included**
Software Upgrades and program enhancements as they are developed	**Included**
Servicefinder Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	**Included**
Software Upgrades and program enhancements as they are developed	**Included**
System maintenance of the Servicefinder server on the Transfinder Hosted Network	**Included**

II. RESPONSIBILITIES

Data Conversion - Norman Public Schools (hereinafter "District" or "Licensee") will assist Transfinder in acquiring all the required student and school information for the Routefinder PLUS system. The data must be provided in required .csv, .xls, .txt, .dat, and .dbf file format and/or the Licensee will enter the data manually. Transfinder will convert the student and school data to the Routefinder PLUS system format.

Confidentiality - Transfinder will maintain the confidentiality of any and all personally identifiable information about staff, parents, students and any other school constituent unless Transfinder has the prior written permission of the Licensee. To the extent that Transfinder will come into possession of student records and information, and to the extent that Transfinder will be involved in the surveys, analysis, or evaluation of students, incidental to this agreement, Transfinder shall use its best efforts to comply with all requirements of the Family Educational Rights and Privacy Act. Transfinder shall be required to keep any and all student information it receives confidential and will not use the information for any purpose other than as necessary to provide the services to Licensee under this contract. Transfinder will delete and destroy the student and any other data provided by the Licensee from Transfinder's servers after performing initial conversion and deliver the converted data to the Licensee or Transfinder Hosted Network (THN).

County Map Data - Transfinder will convert a compatible GIS map data provided by the Licensee, or will provide commercially available map data as stated in Section I of this agreement.

Installation - SaaS Deployment - Hosted on Transfinder Hosted Network (THN) through Amazon Web Services (AWS). The Transfinder Software environment and all Licensee data files will reside on servers within the United States.

Activation - Activation, as defined here includes loading Routefinder PLUS files and map files required to support the licensee's area, and student data resulting from the initial download and data conversion to the Transfinder Hosted Network (THN).

Training - Transfinder will provide system training as stated in Section I of this agreement. Additional Training may be purchased.

Hosting Services Uptime - Transfinder will exceed 99% uptime between 5:00AM and 5:00PM Eastern Monday through Friday (excluding holidays) to the Licensee. Maintenance periods are scheduled after business hours but Transfinder reserves the right to schedule maintenance periods during business hours that will not constitute downtime. Downtime refers to the inability to access the hosted environment. Standard support issues, which would occur in a locally installed environment, will not constitute downtime. Downtime will be calculated from the time Licensee reports an outage to the time Transfinder resolves the issue. Licensee must submit an email reporting downtime to support@transfinder.com.
Below is a schedule for compensation for Transfinder's failure to meet the uptime requirements. Credits will be given toward future support fees. The downtime is calculated on a calendar year resetting January 1st. Transfinder agrees to credit Licensee as follows.

Targeted Attainment	Actual Attainment	Credit Amount
100%	98% - 99%	Remedial Action
100%	97.99% - 95%	4% of Annual Support Fee
100%	< 95%	5% of Annual Support Fee

This uptime policy excludes anything that is reasonably outside of Transfinder's control including force majeure. To resolve technical issues Transfinder may require the cooperation of Licensee. If Licensee's Department of Technology (DoT) staff is unable or unwilling to assist Transfinder IT staff with resolving technical issues within 48 hours, Transfinder will not be held responsible for the resulting downtime from the time of Transfinder request for assistance from Licensee's DoT.

Remote Connectivity – Licensee must have a high-speed Internet connection and agrees to permit Transfinder Corporation to connect remotely to Licensee's computers and network for online training, support and software installation. Transfinder will connect to Licensee's computer(s) using secure remote desktop sharing technologies.

System Maintenance - Transfinder will provide on-line remote support, unlimited telephone support, updates, and revisions. In order to manage any changes in pupil transportation, Transfinder will upgrade Routefinder PLUS on a consistent basis to satisfy the growing demands of pupil transportation. There is not an additional charge for the upgrades unless they are unique for Norman Public Schools.

III. FEE & PAYMENT SCHEDULE

In accordance with the 1-year Term, Transfinder will provide Technical Support, Product Updates and Hosting Services to the Licensee for one year starting on the initial Activation Date. The costs for the Technical Support, Product Updates and Hosting Services are **$59,970.00.**

Upon the completion of the initial 1-year term, the Licensee will have an option to continue to pay the Annual Service Fee amount of **$36,150.00**, when due on the anniversary of the original Activation Date, in order to continue to receive Technical Support, Product Updates and Hosting Services from Transfinder. Transfinder will continue to provide software, hosting services and technical support, which includes system updates, to the Licensee as long as the Annual Service Fee is paid and kept current.

Future Annual Service Fee prices are subject to change given prior notice. Transfinder will notify Licensee of any annual support fee increases (60) sixty days in advance of the payment date.

If onsite training or services are purchased, the expenses for travel and living will be billed to Licensee at cost as incurred.

If not tax-exempt, any Federal and/or State Sales or local taxes are the responsibility of the Licensee. The Licensee acknowledges the responsibility by signing this contact.

All invoices will be paid, by or on behalf of the Licensee within (30) thirty-days.

IV. LATE PAYMENT

If any valid invoice rendered by Transfinder is not paid when due, in addition to such other rights, Transfinder shall reserve the right to, without limitation, suspend updates, maintenance, support services and consulting, training and implementation services. However, Transfinder shall give the Licensee written notice of non-payment and give the Licensee fifteen days to cure prior to suspending any updates, maintenance, support services, consulting, training, and implementation of services.

V. LICENSE AGREEMENT

Grant of License: Transfinder grants the Licensee a non-exclusive, non-transferable license to use and access Routefinder PLUS, and the accompanying documentation on the Transfinder Hosted Network (THN). A Routefinder PLUS license is required for each concurrent user/computer accessing the THN. Transfinder retains the title to Routefinder PLUS and related materials. You agree to protect Routefinder PLUS from unauthorized use, duplication, reproduction, distribution, or publication. In addition, you will not allow any person, company, organization, or other entity to have access to Routefinder PLUS and related materials. Transfinder reserves all rights not specifically granted in this license. Routefinder PLUS is a © copyright of Transfinder. All rights reserved.

Non-permitted Uses: You may not make copies of Routefinder PLUS. You may not use Routefinder PLUS on a network unless you pay for and obtain a separate licensed Software package for each terminal or workstation from which Routefinder PLUS will be actually accessed. You may not rent, lease, sub-license, timeshare, or lend Routefinder PLUS under this license. You may transfer it on a permanent basis if the person receiving it agrees to the terms and conditions set by Transfinder. You may not alter, decompile, disassemble, or reverse-engineer Routefinder PLUS, or make any attempt to unlock or bypass the initialization system or encryption techniques utilized by Routefinder PLUS. You may not remove or obscure Transfinder or any other copyright and trademark notices.

Duration: This agreement is effective from the day you sign the Contract. Your license continues until terminated. This license will terminate automatically without notice from Transfinder if you fail to comply with any provisions of this license, subject to the terms and conditions of article VII. Upon termination, you destroy all written materials, the Routefinder PLUS software, data and all software and data copies. Transfinder can also enforce its other legal rights.

General Terms: Only a written agreement authorized by both the Licensee, and Transfinder's President/CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder its successors and assignees.

VI. LIMITED WARRANTY

Covering Routefinder PLUS Sale of Software: Routefinder PLUS is a customized product. Transfinder warrants the training and technical services will be provided in good and workman like manner. Furthermore, Transfinder guarantees that the software sold will be free of gross negligence. You assume the entire risk as to the results and performance of the Software. The software has not been sold on a trial basis, and the Licensee acknowledges that it has seen a demonstration and had ample opportunity to view the product in operation using Transfinder's reference list, which has been provided. Neither Transfinder nor anyone else who has been involved in the creation, production, or delivery of this product shall be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use, misuse, or inability to use such product even if Transfinder has been advised of the possibility of such damages. In no event shall Transfinder's liability exceed the amount paid for the software.

Bankruptcy: All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the U.S. Bankruptcy Code, and any similar or successor federal statute, all as the same shall be in effect at the time (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that Customer, as a licensee of such rights under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of an adjudication of a bankruptcy proceeding by or against Licensor under the Bankruptcy Code, Licensee shall be entitled to a complete access to, as appropriate any such intellectual property and all embodiments (including source code) of such intellectual property, and same, if not already in its possession shall be promptly delivered to Licensee upon Licensee's written request (I) upon any such adjudication of a bankruptcy proceeding, unless Licensor elects to continue to perform all of its obligations under this Agreement; or (ii) if not delivered under (I) above, upon the rejection of this Agreement by or on behalf of Licensor. Licensee shall have the right to modify, adopt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes. Nothing herein implies the transfer of property rights, but deals only with access to such software or source code.

VII. BREACH AND TERMINATION

If Licensee shall have committed a material breach of this Agreement, then Transfinder may give written notice of such breach, and Licensee shall have (60) sixty-days within which to cure. If Licensee fails to cure such breach within such (60) sixty-day period, then Transfinder shall have the right to terminate this Agreement.

If Transfinder shall have committed a material breach of this Agreement, then Licensee may give written notice of such breach, and Transfinder shall have (60) sixty-days within which to cure. If Transfinder fails to cure such breach within such (60) sixty-day period, Licensee then shall have the right to terminate this Agreement.

If the default relates to the original Licensing fee (**$36,150.00)** when due, then Transfinder, at its option may affirm the agreement and recover the full purchase price and agreed expenses, plus costs of collection, including attorney fees; or may terminate this agreement and has the right to remove all access to and or remove all original software product, installation modifications, work product, including any product upgrades and any local copies thereof, if any; and will further be entitled to all its reasonable costs in delivering, installing, modifying the program, and training Licensees employees including legal fees if any reasonably required to recover same.

VIII. NOTICE, SEVERABILITY & JURISDICTION

Notice: Service of all notices under this Contract shall be mailed by Certified Mail, Return Receipt Requested to the party involved at its respective address herein before set forth or at such address as the party may provide in writing from time to time.

Severability: If any provision or portion thereof of this Contract is invalid under any applicable statute or rule of law it is so to that extent to be deemed omitted from this Contract and with the balance of the Contract remaining in full force and effect.

Jurisdiction: This is a New York Contract to be interpreted under the laws of New York. The parties agree that all disputes arising under this Contract that cannot be settled between the parties shall be resolved in the courts located in New York. This Contract represents our entire understanding and agreement between the parties regarding the Routefinder PLUS system and supersedes any prior purchase order, communications, advertising, or presentations. This license may not be changed verbally, but only by agreement in writing, signed by authorized representatives of both parties. If any provisions of this Contract shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of the Contract. This Contract will be governed by the laws of the State of New York and shall benefit Transfinder, its successors and assignees. Licensee consents to jurisdiction in the state and federal courts located in the State of New York.

Antonio Civitella, President/CEO _____

Name and Title | Authorized Signature | Date

LICENSEE – Norman Public Schools

Federal Tax ID#: _____ Purchase Order #: _____

X

Name and Title | Authorized Signature | Date

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

State and Local Government
Master Cost Per Image Agreement

xerox

Agreement No: 010-0152165-001

Supplier (Name-Address): Xerox Business Solutions			
CUSTOMER INFORMATION			
Full Legal Name: Independent School District 29			Phone: 405-447-6553
Billing Address: 131 S Flood Ave			Contact Name: Cameron Cox
City: Norman	State: OK	Zip Code: 73069	Contact Email: cameronc@norman.k12.ok.us

CUSTOMER ACCEPTANCE		OWNER ACCEPTANCE
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.		Xerox Financial Services LLC
Authorized Signer X: Cindy Mahan	Federal Tax ID # (Required):	Accepted By X: Nicole Torraco, SVP, Xerox Financial Services
Print Name/Title: Board President	Date: April 11, 2002	Date: 11/01/2022

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us", "Owner" and "our" mean Xerox Financial Services LLC. "Supplier" means the entity identified as "Supplier" on one or more Schedules related to and incorporating this Agreement executed by the Parties from time to time ("Schedule"). "Acceptance Date" for each Schedule means the date you irrevocably determine Equipment under a Schedule has been delivered, installed and operating satisfactorily. "Agreement" means this Master Cost-Per-Image Agreement, including one or more Schedules. "Commencement Date" will be a date after the Acceptance Date when the Initial Term begins, selected by us for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified as such in any Schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image/print charges on each Cost Per Image Schedule. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Payment multiplied by the number of days in the Interim Period, which shall be included in your first invoice from us. "Payment" means the periodic Lease or Base Payment specified in one or more Schedules, which includes taxes and other charges you, Supplier and XFS agree will be invoiced by XFS, and may include the fixed component of maintenance charges payable to Supplier under the Maintenance Agreement and Excess Charges (unless otherwise agreed by you, Supplier and XFS). "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of $125 per Schedule billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. Party" means you or XFS, and "Parties" means both you and XFS. "PPT" means personal property tax(es). "Term" means the Interim Period, if any, together with the Initial Term for each Schedule plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected and configured by you based on your judgment in consultation with Supplier. At your request, XFS will acquire same from Supplier to lease to you under one or more Schedules and you agree to lease same from XFS. XFS may refuse to pay Supplier for Equipment, whether or not the Equipment has been delivered to you, if (i) there shall be, in our reasonable judgment, a material adverse change in your financial condition or credit standing since the date of our approval of the transaction, or (ii) you fail to provide any documents as we may reasonably require within 15 days of our request, including but not limited to releases, subordinations, financing statements/searches, good standing certificates, and evidence of authority. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by us according to the frequency set forth above. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. **If any Payment is not paid in full within 10 days after its due date, you will pay a late charge of the greater of 5% of the amount due or $25. We will make any required adjustment to the aforesaid invoicing/late charge practices in accordance with any applicable prompt payment laws in the state of your formation once you provide notice thereof.** For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed $35. Restrictive covenants on any method of payment are ineffective.

3. Equipment and Software. To the extent that Equipment includes intangible property such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and you will comply throughout the applicable Term with any applicable license and/or other agreement ('Software License") with the Software supplier ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with Software Supplier no later than 30 days after the applicable Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.**

4. Non-Cancellable Agreement. EXCEPT FOR A NON-APPROPRIATION EVENT AS MORE FULLY DESCRIBED IN SECTION 21 HEREOF, NO SCHEDULE HEREUNDER CAN BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE APPLICABLE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE OR COUNTERCLAIM, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, XFS, OR ANY THIRD PARTY. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

5. End of Agreement Options. Schedules may have stated or no purchase options. If a $1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If the purchase option is designated as a Fixed Purchase Amount, at the end of the Initial Term XFS will invoice you, and you will be obligated to pay, the applicable Fixed Purchase Amount, plus Taxes. For any other purchase option designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent; If we consent, we may charge you, in addition to all undiscounted amounts due under this Agreement, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive one-month terms. Either party may terminate the Agreement as of the end of any such renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding fourth sentence of this Section. The purchase options shall be exercised, and the Fixed Purchase Amounts paid, with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty whatsoever.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS.**

7. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to you at the location specified on the first page hereof or in the applicable Schedule, and you agree to execute Delivery & Acceptance Certificates at our request (and confirm same via telephone or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations under the applicable Schedule. Equipment may not be moved to another physical address without our prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service at any time during the Term. You shall permit XFS or its agents to inspect Equipment and any related maintenance records during your normal business hours upon reasonable notice. You represent you have entered or will enter into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under the Maintenance Agreement.** XFS SHALL NOT BE LIABLE TO YOU FOR ANY BREACH BY THE SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT OR ANY SCHEDULE BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

8. Meter Readings and Annual Adjustments. You agree that Meter Reading submittal will be covered by the corresponding Maintenance Agreement. At any time after 12 months from each Commencement Date and for each successive 12 month period thereafter during the Term, XFS may increase your Base Payment and the Excess Charges by a maximum of 15% of the then-current Base Payment therefor and you agree to pay such increased amounts.

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT, ANY SCHEDULE, OR ANY OF YOUR RIGHTS OR OBLIGATIONS THEREUNDER (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, BUT SUBJECT TO THE SOLE BUT REASONABLE EXERCISE OF XFS'S CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which shall not exceed $250. XFS may sell, assign or transfer all or any part of the Equipment and/or any of our rights under any Schedule(s). XFS's assignee will have the same rights that we have to the extent assigned, but none of our obligations. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit payments due under one or more Schedules to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Agreement or any Schedule. For the express and limited purpose of pledging, assigning, securitizing, granting participations in, or otherwise disposing of any Schedules hereunder, whether as chattel paper or otherwise, each Schedule designated as an original, together with a certified copy of this Agreement, shall constitute a separate Agreement for such purposes.

10. Equipment Ownership, Labeling and UCC Filing. If an FMV purchase option is applicable, the Equipment subject thereto (except the Software) shall be and remain XFS's sole and exclusive property; you shall have no right, title or interest therein except as expressly set forth herein. If and to the extent a court deems any Schedule to be a security agreement under the UCC, and

otherwise for precautionary purposes only, you shall be deemed to have granted XFS, as of the applicable Schedule date, a first priority security interest in the Equipment in order to secure your performance under this Agreement and each Schedule. XFS is and shall remain the sole owner of the Equipment, except the Software, and XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means UCC financing statements to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of each such financing statement, not to exceed $75. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's UCC financing statements against you becomes necessary.

11. Taxes. You have represented to XFS that you are currently, and shall continue to be, a tax-exempt entity. In the event you are no longer tax-exempt (or are unable to provide proof thereof to XFS), you will be responsible for all applicable taxes, fees or charges (including sales, use, PPT and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, any Schedule, or the amounts payable thereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are assessed by the applicable State on XFS as lessor/owner of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Base Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to PPT and returns. If an FMV purchase option is applicable, XFS will file all PPT returns covering the Equipment, pay the PPT levied or assessed thereon, and collect from your account all PPT on the Equipment. If a $1 purchase option or Fixed Purchase Option is applicable, you will file all PPT returns covering the Equipment, pay the PPT taxes levied or assessed thereon, and provide us proof thereof upon our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT OR ANY SCHEDULE.

12. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, and agree that you may contact each manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER AFTER ACCEPTANCE, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE HEREUNDER.**

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. To the extent permitted by applicable law, you assume the risk of liability for: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the Equipment while it is in your possession and/or while it is subject to obligations under a Schedule. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. Default and Remedies. You will be in default under this Agreement and any applicable Schedule if XFS does not receive any Payment within 30 days after its due date, or you breach any other material obligation under this Agreement, any related Schedule or any other agreement with us. If you default, and such default continues for 10 days after we provide notice to you, we may, in addition to other remedies (including disabling or repossessing Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following; (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate in accordance with the laws of your State of formation covering state agencies and the applicable codes covering political subdivisions; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate, (iii) if an FMV purchase option is applicable, the Equipment's booked residual (if you do not return the Equipment as provided herein), and (iv) Taxes, if you are no longer tax-exempt; and (b) require you to return the Equipment as provided herein. The substantially prevailing party in any litigation arising out of this Agreement shall be entitled to its attorneys' fees and costs from the court.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least $1 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to us. XFS shall be similarly named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. You must provide XFS with satisfactory written evidence of Required Insurance within 30 days of the acceptance date of each Schedule and upon any subsequent written request by XFS or our designees. You must promptly notify us of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance received shall be applied, at our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to us the greater of (i) the total unpaid Payments for the entire Term (discounted to present value at the Discount Rate) plus, (ii) any other amounts due to XFS under the corresponding Schedule, plus, (iii) if a Fixed purchase option applies, the fixed residual or, if an FMV purchase option is designated on the first page, our booked residual in such Equipment. **NO LOSS OR DAMAGE TO EQUIPMENT, OR OUR RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT OR THE APPLICABLE SCHEDULES. Notwithstanding procurement of Required Insurance, you remain primarily liable for performance hereunder if the applicable insurance carrier fails or refuses to pay any claim.**

16. Finance Lease and Customer Waivers. Unless the applicable Schedule is designated to have a $1 purchase option, the parties agree that each Schedule shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

17. Authorization of Signors, Credit Review, Incorporation of Policies. This Agreement and each Schedule has been duly authorized, executed and delivered by the Parties in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection herewith) and is valid, legal and binding in accordance with its terms. The person(s) signing this Agreement and each Schedule has the authority to do so, are acting with the full authorization of their governing body and hold the offices indicated below their signatures, each of which are genuine. You agree to furnish financial information, including your Federal Tax ID, that XFS may request now, which shall accurately represent your financial condition, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder. XFS represents that it is subject to, and shall abide by, the Xerox Corporation anti-discrimination, equal employment and other policies found at https://www.xerox.com/en-us/jobs/diversity/policies-and-strategies and the ethics and compliance policies found at https://www.xerox.com/en-us/about/corporate-citizenship/ethics, and that such policies shall control over any similar Customer policies in force.

18. Original and Sole Controlling Document. No Modifications Unless in Writing. This Agreement and each Schedule constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement or any Schedule and are not binding on the Parties. You agree that an executed copy of this Agreement and each Schedule that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement or any Schedule constitutes UCC chattel paper, no security interest therein may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND EACH SCHEDULE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. **SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT OR ANY SCHEDULE. NEITHER THIS AGREEMENT NOR ANY SCHEDULE MAY BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Agreement or any Schedule. You authorize XFS to insert or correct missing information on this Agreement or any Schedule, including but not limited to your proper legal name, agreement/numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT AND EACH SCHEDULE ARE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, ANY SCHEDULE, OR OTHERWISE RELATING THERETO, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED. **UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE GOVERNING LAW REFERENCED ABOVE, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement and the applicable Schedule(s). Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. For collection purposes, you authorize us to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number or electronic address you provide to us. If a court finds any term of this Agreement or any Schedule unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement or Schedule as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement or any Schedule that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.

21. Non-Appropriation. This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay all amounts due hereunder is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due hereunder, and you have no other funds legally available to be allocated to the payment of your obligations hereunder, you may terminate the corresponding Schedule effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) we have received written notice from you at least 30 days before the Termination Date. At our request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the corresponding Equipment to the Dealer (or such other party as we may designate).

SUMNER ONE

WIDE FORMAT INK JET
MAINTENANCE AGREEMENT All Inclusive

BILL TO CUSTOMER INFORMATION:			SHIP TO CUSTOMER INFORMATION:		
COMPANY NAME: Norman Public Schools District - Print Shop			COMPANY NAME: Norman Public School District - Print Shop		
ADDRESS LINE 1: 4100 N Flood Ave			ADDRESS LINE 1: 4100 N Flood Ave		
ADDRESS LINE 2:			ADDRESS LINE 2:		
CITY: Norman	STATE: OK	ZIP CODE: 73069	CITY: Norman	STATE: OK	ZIP CODE: 73069
PHONE #: 405-366-5968	EMAIL: rhart@norman.k12.ok.us		PHONE #: (405) 366-5968	EMAIL: rhart@norman.k12.ok.us	
CONTACT NAME: Raymond Hart	FAX #:		CONTACT NAME: Raymond Hart	FAX #: 405	
BILL TO ACCOUNT #: 45OKC3665968	PURCHASE ORDER #:		SHIP TO ACCOUNT #: 45OKC3665968		
SALES REP: Kathi Holloway	TERRITORY #	ORDER DATE / BEGINNING DATE / ADD TO EXISTING TANDEM NUMBER			

EQUIPMENT COVERED:	SERIAL #	ID	BEGINNING METER	COMMENTS
Canon TX-4100 MFP Z36 Wide Format	BATG00164	45OKC02281		

SERVICE PLANS:

☐ **SERVICE PLAN 1** - Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, printheads or imaging units and all consumable supplies, including toner/ink, maintenance cartridges and 20# bond paper. Excludes binding materials, paper other than 20# bond, memo tape, punch die and MICR toner.

☑ **SERVICE PLAN 1A -** Full Service Warranty Protection Plus (F.S.W.P. PLUS) coverage includes all parts, labor, printheads or imaging units and all consumable supplies, including toner/ink and maintenance cartridges. Excludes binding materials, paper, memo tape, punch die and MICR toner.

☐ **SERVICE PLAN 2** Full Service Warranty Protection (F.S.W.P.) coverage includes all parts and labor.

This Agreement does not cover damage due to lightning or power surges. A lightning/surge suppresser that provides such protection is recommended.

BILLING OPTIONS:

☑ **BASE BILLING** ☑ MONTHLY ☐ QUARTERLY ☐ ANNUALLY (Annual billing includes 5% discount)

_____ will be billed in advance and includes _____ Square Feet of Print (Printer Model)

$54.00 will be billed in advance and includes 0 Square Feet of Print (MFP Model)

☐ **BILLING IN LEASE** The monthly lease payment includes _____ Base payment in Lease

CLICK BILLING ☑ MONTHLY ☐ QUARTERLY ☐ ANNUALLY

A	All square footage in the A catagory will be billed in arrears at	$0.09720 Per Square Foot
B	All square footage in the B catagory will be billed in arrears at	$0.16200 Per Square Foot
C	All square footage in the C catagory will be billed in arrears at	$0.31320 Per Square Foot
D	All square footage in the D category will be billed in arrears at	$0.70200 Per Square Foot
E	All square footage in the E category will be billed in arrears at	$0.70200 Per Square Foot

If a monthly or quarterly meter reading is not received, Customer agrees that an estimate of that month's or quarter's actual page usage will be used.

Customer acknowledges having read the terms and conditions shown above and on the reverse and agrees to all such terms and conditions.

Accepted By: SumnerOne — **Company Name:** Norman Public Schools District - Print Shop — **Date**

Approved By: Mark Ring

X **Approved By:** — **Title**

Electrical Power Requirements: It is the customer's responsibility to provide a fixed wall outlet that is properly grounded and installed per applicable electrical codes. This outlet should meet the electrical requirements stated in the Equipment Operation Manual. If customer fails to provide satisfactory power to the equipment, resulting in increased service calls and/or equipment damage, the customer will be billed for parts and labor at SumnerOne current labor rates for repairs. Failure to provide satisfactory electrical power may also void the manufacturer's warranty coverage.

Rev 03/19

Lease Documentation Checklist

Documents Required Prior to Shipment		Scanned to Apple

NOTE: Please call Peter Brook at 720-304-1295 with any questions. *If you wish to sign electronically,* ***DO NOT*** *SIGN this lease. Instead, please let us know the names, titles and e-mails of those signing and we will provide documents via DocuSign.*

Schedule	**Lessee Signature, Name/Title & Execution Date**	_____
Addendum	**Lessee Signature, Name/Title & Execution Date**	_____
Incumbency Certificate	**The Incumbency section is to be executed by a person other than the signer of the documents. Incumbency may be executed by any authorized high officer.**	_____
Lease Payment Instructions	**Identify how Lease is to be invoiced.**	_____
Insurance Coverage Requirements	**Complete name of insurance company and contact information.**	_____
Sales/Use Tax Exemption Certificate	**Please provide a copy, if applicable. Please list Seller as Apple Inc. and its Assigns.**	_____
Essential Use Certificate	**Complete, Lessee Signature, Name/Title & Execution Date**	_____
Lease Payment Instructions	**Complete, Lessee Signature, Name/Title & Execution Date**	
Opinion of Counsel	**Opinion is required from Red Book Bond Counsel. Counsel Signature, Execution Date**	_____

NOTE: **Please provide scanned copies to Peter Brook at peter.brook@leasingcentral.com.**

Documents Required Prior to Funding		Mailed to Apple
Originals of all the above	**Please mail to:** **Apple Inc.** **Attention: Peter Brook** **1000 S. McCaslin Blvd.** **Superior, CO 80027**	_____
Insurance Certificate or Self-Insurance Letter	**Provide All Risk Personal Property and General Liability Coverage listing Apple Inc. and its assigns as "Loss Payee" and "Additionally Insured" or provide a self-insurance letter as described in the "Insurance Coverage Requirements.**	_____
Acceptance Certificate	**Lessee Signature, Name/Title & Execution Date.** ***Sign upon Acceptance***	_____
Advance Lease Payment	**Invoice attached, if applicable.**	_____
Bank Qualified Designation (pertains to 8038-G) and Engagement Agreement	**Completed, Lessee Signature, Name/Title & Execution Date.**	_____

IRS Form 8038-G **Completed, Lessee Signature, Name/Title & Execution Date.** _____

By delivering these documents, neither Apple Inc. nor any other party has made any commitment to provide financing, and any such financing shall be subject to final approval by Apple Inc. Nothing herein shall obligate Apple Inc. or any other party to provide financing unless Apple Inc. or such other party expressly agrees in writing.

Schedule No. 2003768124 dated as of April 24, 2024, to Master Lease Purchase Agreement dated as of April 24, 2024

This Schedule No. 2003768124 (this "Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated as of April 24, 2024 ("Master Lease") and is effective as of April 25, 2024. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT LOCATION			
Equipment Location (Number and Street):			
City	**County**	**State**	**Zip Code**

EQUIPMENT INFORMATION

Computer Hardware--See attached Exhibit 1.

LEASE PAYMENT SCHEDULE

Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
Loan					$5,768,000.00
1	05/24/2024	$720,440.00	$0.00	$720,440.00	$5,047,560.00
2	05/24/2025	$720,440.00	$0.00	$720,440.00	$4,327,120.00
3	04/01/2026	$1,442,373.33	$0.00	$1,442,373.33	$2,884,746.66
4	04/01/2027	$1,442,373.33	$0.00	$1,442,373.33	$1,442,373.33
5	04/01/2028	$1,442,373.33	$0.00	$1,442,373.33	$0.00
Totals		$5,767,999.99	Rate 0.00%	$5,767,999.99	

Lessee acknowledges that the discounted purchase price for the Lease is $5,544,851.28 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.70% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: _____, 20___

Lessor: APPLE INC.

By: _____

Name: _____

Title: _____

Date: _____

Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1 – Equipment Information to Schedule No. 2003768124
under Master Lease Purchase Agreement dated as of April 24, 2024

Item #	Details	Qty
1	**13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 8GB, 128GB - Space Gray with 4-Year AppleCare+ for Schools (Packaged in a 5-pack) (No Service Fee)** Part Number: BVS22LL/A	1280
	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 8GB, 128GB - Space Gray (Packaged in a 5-pack) Part Number: MQTW3LL/A Quantity: 6400	
	4-Year AppleCare+ for Schools 13-inch MacBook Air (M1) (no service fees) Part Number: S8245LL/A Quantity: 6400	
2	**Mosyle OneK12 for iOS, MacOS, and tvOS Subscription License (4 year)** Part Number: HQXM2LL/A	6400
3	**APS MAC PACKAGE4 DEPLOY SERVICES-USA** Part Number: DD642LL/A	6400

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

ADDENDUM TO MASTER LEASE PURCHASE AGREEMENT
(Oklahoma School District)

THIS ADDENDUM dated as of April 24, 2024 (this "Addendum") is made by and between APPLE INC. ("Lessor") and INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS ("Lessee") and modifies and supplements that certain Schedule No. 2003768124 (the "Schedule") to that certain Master Lease Purchase Agreement dated as of April 24, 2024, between Lessor and Lessee (the "**Master Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. Notwithstanding anything herein to the contrary set forth in the Master Agreement, the Schedule will terminate at the end of the current budget year of Lessee in effect at the Commencement Date and each subsequent budget year, unless Lessor and Lessee ratify the renewal thereof, and any such termination will be treated as an Event of Non-appropriation under the Master Agreement.

2. In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Lessee, as of the Commencement Date of the Schedule, represents, warrants and covenants for the benefit of Lessor that the legal name of Lessee is "INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS".

Except as specifically modified by this Addendum, all terms and conditions contained in the Master Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Addendum as of the date set forth above.

Lessor: APPLE INC.	Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ACCEPTANCE CERTIFICATE

Re: Schedule No. 2003768124 dated as of April 24, 2024 (the "Schedule"), to Master Lease Purchase Agreement dated as of April 24, 2024, each between Apple Inc., as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

Payee Name: Apple Inc.

Description or Invoice #	$ Amount
_____	$_____

Lessee hereby certifies and represents to and agrees with Lessor as follows:

(1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third-party integrator, and is accepted by Lessee on the date hereof.

(2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.

(3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

(4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.

(5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

(6) Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor the "Final Acceptance Certificate" below.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

Signature: **X** _____

Printed Name/Title: **X**_____

Date: **X**_____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

Signature: **X** _____

Printed Name/Title: **X**_____

Date: **X**_____

PLEASE RETURN PAYMENT REQUEST TO:
APPLE INC. ~ 1000 South McCaslin Blvd., Superior, CO 80027

ESSENTIAL USE CERTIFICATE

1. Has any of the equipment to be leased been delivered? ( ) YES ( ) NO
   Is the equipment to be leased replacing any existing equipment? ( ) YES ( ) NO
   If YES, how long has the existing equipment been in use?
   ( ) 1-3 years ( ) 4-5 years ( ) 6-7 years ( ) 7+ years

   Why is the existing equipment being replaced? _____

   _____

   What will be done with the replaced equipment?

   _____

2. What grade levels, locations and departments will utilize the equipment to be leased?

( ) K-4	( ) University	( ) Social Sciences
( ) 5-6	( ) Math	( ) Computer Lab
( ) 7-8	( ) Science	( ) Classroom: _____
( ) 9-12	( ) Language Arts	( ) Other: _____

   Who will be the principal users of the equipment? *(Total of all users below equal 100%.)*

( ) Students: _____%	( ) Classified Faculty: _____%	( ) Other: _____%
( ) Certified Faculty: _____%	( ) Administrative: _____%	( ) Other: _____%

   What applications will the equipment be used for and what benefits will the equipment provide?
   (Please be detailed.) _____

   _____

   (Use additional pages if necessary.)

3. What is/are the sources of funding for repayment of the lease?
   ( ) General Fund ( ) Other Fund:_____
   ( ) Grant Revenue (detail type of grant):_____ ( ) Other:_____

   Are the funds for the payment(s) due in the first fiscal year of the lease appropriated and encumbered in the District's approved budget? ( ) YES ( ) NO
   If NO, why are the funds not appropriated and encumbered in an approved budget?

   _____

4. Has the District's governing Board approved entering into the lease? ( ) YES ( ) NO
   If YES, please provide a copy of Board Minutes or Resolution.
   If NO, why is a Board approval not required, or when will the Board approve entering into the lease? _

5. Has the School District ever non-appropriated funds? ( ) YES ( ) NO
   If YES, please provide details regarding any non-appropriation: _____

   _____

Completed By: _____ Completed By: _____

Title: _____ Title: _____

Date:_____ Date: _____

LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated as of April 24, 2024, and Schedule No. 2003768124 thereto (collectively the "Lease"), each between Apple, Inc. ("Lessor") and INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS ("Lessee"), Lessee hereby acknowledges the obligations to make the lease payments promptly when due in accordance with the Lease.

LESSEE NAME: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

FEDERAL TAX ID #: _____

INVOICE MAILING ADDRESS: _____

EQUIPMENT DELIVERY ADDRESS: _____

Mail invoices to the attention of: _____

Phone: _____

Email: _____

Accounts Payable Contact: _____

Phone: _____

Email: _____

Do you have a Purchase Order No. that you would like included on the invoice?

No ____ Yes ____ PO# _____

Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

Signature: **X** _____

Printed Name/Title: **X**_____

Date: **X**_____

INCUMBENCY CERTIFICATE

Schedule No. 2003768124 to Master Lease Purchase Agreement dated as of April 24, 2024

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

Signature: **X** _____

Printed Name/Title: **X**_____

Date: **X**_____

INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD OR SUPERINTENDENT.)

SAMPLE: THIS IS A SAMPLE FORM OF OPINION OF LESSEE COUNSEL. THIS IS A SAMPLE ONLY: IF COUNSEL TO LESSEE HAS AN EQUIVALENTLY SUBSTANTIVE FORM, IT IS FREE TO USE SUCH FORM, SUBJECT TO REVIEW BY LESSOR. THE OPINION ON THIS TRANSACTION MUST BE PROVIDED BY A LAW FIRM LISTED AS BOND COUNSEL IN THE BOND BUYER'S MUNICIPAL MARKETPLACE (I.E. "THE RED BOOK")

[To be provided on letterhead of Lessee's counsel.]

[Date]

Apple Inc.
1000 S. McCaslin Blvd.
Superior, CO 80027

INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS
131 South Flood Ave
Norman, OK 73069

RE: Schedule No. 2003768124 dated as of April 24, 2024 (the "**Schedule**"), to Master Lease Purchase Agreement dated as of April 24, 2024 (the "**Master Agreement**"), by and between Apple Inc. ("**Lessor**") and INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS ("**Lessee**").

Ladies and Gentlemen:

We have acted as special counsel to Lessee in connection with the Master Agreement and the Schedule (the Schedule, together with the Master Agreement, solely as it relates to the Schedule, hereinafter, the "**LPA**"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the LPA.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the LPA and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is [a public body corporate and politic], duly organized and existing under the laws of the State of _____ and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has all requisite power and authority to enter into the LPA and to perform its obligations thereunder.

3. The execution, delivery and performance of the LPA by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the LPA, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Equipment subject to the LPA, and has entered into the LPA, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the LPA.

7. The LPA has been duly executed and delivered by Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court: (a) seeking to restrain or enjoin the delivery of the LPA or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the LPA, or the validity of the LPA, or the payment of principal of or interest on, the Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the LPA; or (d) affecting the provisions made for the payment of or security for the LPA.

9. Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the LPA.

Very truly yours,

[Firm Name]

By: _____

IRS FORM 8038-(G / GC) QUESTIONNAIRE AND ENGAGEMENT AGREEMENT
Schedule No. 2003768124 to Master Lease Purchase Agreement dated as of April 24, 2024

BANK QUALIFIED DESIGNATION

Lessee hereby represents and certifies the following (please check one):

Bank Qualified [if Bank Qualified, we will check the box on Line 39 of IRS Form 8038-G]

☐ Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year will not exceed $10,000,000.]

Non-Bank Qualified [if Non-Bank Qualified, we will not check the box on Line 39 of IRS Form 8038-G]

☐ Check this box if Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

SCOPE OF ENGAGEMENT

Lessee hereby appoints Kutak Rock LLP ("Preparer") to prepare and file the attached Form 8038-G on behalf of Lessee. The information necessary to prepare the Form 8038-G is contained in the Lease and related documents, which documents constitute the entire agreement between Lessee and Lessor. Below is information to assist Preparer in completing the Form 8038-G. Lessee has reviewed or completed such information and will provide to Preparer any additional information requested by Preparer necessary to complete the Form 8038-G.

The attached Form 8038-G has been signed by a representative of Lessee duly authorized to sign the Form 8038-G. The undersigned is a duly appointed, qualified and acting representative of Lessee and is authorized to cause Lessee to make the certifications, representations and warranties contained herein by execution of this letter on behalf of Lessee.

Preparer is entitled to rely on the accuracy and completeness of the information set forth in the Lease or provided to Preparer by Lessee. Preparer is not responsible to make any audit or other verification of the information provided by Lessee, although Preparer may ask Lessee for clarification of some information.

Lessee has not engaged Preparer to provide any other services to Lessee; specifically, Lessee has not engaged Preparer to provide any legal services or tax advice other than the preparation and filing of the Form 8038-G, and except as indicated in the following sentence, Preparer has not been engaged to represent Lessee in connection with any questions, investigation or audit by the Internal Revenue Service. This engagement shall cease upon the filing of the Form 8038-G on behalf of the Lessee, except that Preparer shall assist in addressing inquiries relating to the Form 8038-G that may arise in connection with its initial processing by the Internal Revenue Service. This engagement does not create any attorney-client relationship between Lessee and Preparer other than the limited engagement with respect to the preparation and filing of the Form 8038-G.

Lessee understands that Preparer regularly represents Lessor and its affiliates and may represent Lessor and its affiliates in connection with the Lease, and Lessee waives any conflicts of interest that may arise in connection with Preparer's engagement in this matter. In the event any disputes or threats of litigation involving Lessor and Lessee were to arise, Preparer would not represent either party with respect to such disputes or litigation. Lessee agrees not to object to Preparer's ability to represent Lessor or any of its affiliates in connection with the Lease or on any existing and future matters.

Preparer will provide to Lessee and Lessor a copy of the Form 8038-G prepared and filed by Preparer. Maintaining accurate records and documentation is the responsibility of Lessee.

Preparer's fees for preparing and filing the Form 8038-G will be paid by Lessor on behalf of Lessee.

8038 INFORMATION

Item	Issuer Response
Name and address of Issuer	Name: _____ Address: _____
EIN of Issuer	EIN: _____
Name, title and telephone number of officer or employee of the issuer whom IRS may contact for information	Name: _____ Title: _____ Telephone: _____
Will any proceeds of the Lease be used for any purpose other than capital expenditures to obtain new equipment?	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No:
Has the issuer designated the issue under Section 265(b)(3)(B)(I)(III), the small issuer exception?	[The response to this question will be understood to be as stated in the Bank Qualification Certificate relating to the Lease. If no such Certificate is delivered and no contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: Yes
Has the issuer established written procedures to ensure all nonqualified bonds of the issue are remediated according to the requirements of the Internal Revenue Code and related regulations?	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No:
Has the issuer established written procedures to monitor the requirements of Internal Revenue Code Section 148?	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No:
Will some or all of the proceeds be used to reimburse expenditures? If so, state the amount of the expenditures and the date of the related official intent.	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: Addition Information, if any:

Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

Signature: **X** _____

Printed Name/Title: **X**_____

Date: **X**_____

Please sign the second page of the included IRS Form 8038-G/GC.

The actual 8038G or GC will be completed and sent to you after closing.

This is being done in this manner to comply with Internal Revenue Service regulations.

Thank you.

INSURANCE COVERAGE REQUIREMENTS

INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

Property Damage & Loss Coverage -

a) "All Risk" Physical Damage & Loss Insurance

b) Include: Policy Number, Apple Schedule Number or Description of Equipment, Effective Date and Expiration Date

c) **APPLE INC. and its Assigns** named "Loss Payee"

d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

General Liability Coverage -

a) Liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor

b) Include: Policy Number, Apple Schedule Number or Description of Equipment, Effective Date, Expiration Date and Equipment Location*

c) **APPLE INC. and its Assigns** named "Additional Insured"

d) Endorsement giving 30 days written notice of any changes or cancellation.

The Certificate Holder should be named as follows:

APPLE INC. and its assigns
1000 South McCaslin Blvd.
Superior, CO 80027

*If the equipment is located in several different places, please have the insurance company add one of the following statements to the certificate:

1- a general statement on the certificate which would acknowledge that the equipment is covered no matter where it may be located.

2- a statement about the equipment being located throughout your organization's facilities.

FOR SELF INSURANCE:

Self-insurance is only permitted **with Lessor's prior written consent.** If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

Financial Services
Education Finance

INVOICE #: 2003768124 - 01
REFERENCE #: 2003768124
CUSTOMER #: 722391339
DUE DATE: 05/24/2024
TOTAL DUE: $720,440.00

☐ Check here if your billing or Equipment Location has changed or is incorrect. Please note changes on the reverse side.
Payments sent without a copy of this invoice may be subject to a delay in processing.

LEASE PAYMENT INVOICE

Remit Lease Payment to:
Apple Inc.
PO Box 74225
Cleveland, OH 44194-0301

	INVOICE #:	REFERENCE #:	CUSTOMER #:
	2003768124 - 01	2003768124	722391339
P.O. NUMBER:		EQUIPMENT DESCRIPTION:	
		SEE BELOW	
EQUIPMENT LOCATION:			
INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS 131 South Flood Ave, Norman, OK 73069			

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
Apple Computer Equipment	05/24/2024	$720,440.00
	TOTAL DUE:	$720,440.00

FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT

Lease Documentation Checklist

Documents Required Prior to Shipment		Scanned to Apple

NOTE: Please call Peter Brook at 720-304-1295 with any questions. *If you wish to sign electronically,* ***DO NOT*** *SIGN this lease. Instead, please let us know the names, titles and e-mails of those signing and we will provide documents via DocuSign.*

Master Lease Purchase Agreement	**Lessee Signature, Printed Name/Title, Execution Date & Federal Tax ID No.**	_____
Schedule	**Lessee Signature, Name/Title & Execution Date**	_____
Addendum	**Lessee Signature, Name/Title & Execution Date**	_____
Incumbency Certificate	**The Incumbency section is to be executed by a person other than the signer of the documents. Incumbency may be executed by any authorized high officer.**	_____
Lease Payment Instructions	**Identify how Lease is to be invoiced. Complete, Lessee Signature, Name/Title & Execution Date**	_____
Insurance Coverage Requirements	**Complete name of insurance company and contact information.**	_____
Sales/Use Tax Exemption Certificate	**Please provide a copy, if applicable. Please list Seller as Apple Inc. and its Assigns.**	_____
Essential Use Certificate	**Complete, Lessee Signature, Name/Title & Execution Date**	_____
Opinion of Counsel	**Counsel Signature, Execution Date**	_____

NOTE: **Please provide scanned copies to Peter Brook at peter.brook@leasingcentral.com.**

Documents Required Prior to Funding		Mailed to Apple
Originals of all the above	**Please mail to:** **Apple Inc.** **Attention: Peter Brook** **1000 S. McCaslin Blvd.** **Superior, CO 80027**	_____
Insurance Certificate or Self-Insurance Letter	**Provide All Risk Personal Property and General Liability Coverage listing Apple Inc. and its assigns as "Loss Payee" and "Additionally Insured" or provide a self-insurance letter as described in the "Insurance Coverage Requirements.**	_____
Acceptance Certificate	**Lessee Signature, Name/Title & Execution Date.** ***Sign upon Acceptance***	_____
Advance Lease Payment	**Invoice attached, if applicable.**	_____

Bank Qualified Designation (pertains to 8038-G) and Engagement Agreement	**Completed, Lessee Signature, Name/Title & Execution Date.**	_____
IRS Form 8038-G	**Completed, Lessee Signature, Name/Title & Execution Date.**	_____

By delivering these documents, neither Apple Inc. nor any other party has made any commitment to provide financing, and any such financing shall be subject to final approval by Apple Inc. Nothing herein shall obligate Apple Inc. or any other party to provide financing unless Apple Inc. or such other party expressly agrees in writing.

Financial Services
Education Finance

Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of April 24, 2024 (this "Master Lease"), is entered into by and between Apple Inc. ("Lessor") and Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate; (h) a Bank Qualification Designation; (i) Lease Payment Instructions; (j) Insurance Coverage Requirements; (k) an opinion of Lessee's counsel; and (l) such other documents, items, or information reasonably required by Lessor. Lessor shall provide each such document to Lessee in a form and substance satisfactory to Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than

those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however,* that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR. SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABLITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABLITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage

required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection

with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

26. Electronic Signatures. Notwithstanding anything to the contrary in this Master Lease and with the exception of the IRS Form 8038-G / 8038-GC which Lessee must execute using an original, manual signature, Lessee and Lessor both intend that this Master Lease and any Schedule, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document") containing the electronic signature of the Lessee and/or Lessor using the procedure or method for electronic signatures that Lessor provided to Lessee ("Electronic Signature") or when manually countersigned by Lessor or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence). Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

Lessor:

APPLE INC.

By: _____

Name: _____

Title: _____

Lessee:

INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

Fed Tax ID#: _____

Address: 131 South Flood Ave, Norman, OK 73069

Schedule No. 2003886043 dated as of April 24, 2024, to Master Lease Purchase Agreement dated as of April 24, 2024

This Schedule No. 2003886043 (this "Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated as of April 24, 2024 ("Master Lease"), and is effective as of April 24, 2024. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT LOCATION			
Equipment Location (Number and Street):			
City	**County**	**State**	**Zip Code**

EQUIPMENT INFORMATION

Computer Hardware--See attached Exhibit 1.

LEASE PAYMENT SCHEDULE

Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
Loan					$1,518,100.00
1	05/24/2024	$303,620.00	$0.00	$303,620.00	$1,214,480.00
2	05/24/2025	$303,620.00	$0.00	$303,620.00	$910,860.00
3	05/24/2026	$303,620.00	$0.00	$303,620.00	$607,240.00
4	05/24/2027	$303,620.00	$0.00	$303,620.00	$303,620.00
5	05/24/2028	$303,620.00	$0.00	$303,620.00	$0.00
Totals		$1,518,100.00	Rate 0.00%	$1,518,100.00	

Lessee acknowledges that the discounted purchase price for the Lease is $1,468,188.70 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.7% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: _____, 20___

Lessor: APPLE INC.

By: _____

Name: _____

Title: _____

Date: _____

Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1 – Equipment Information to Schedule No. 2003886043
under Master Lease Purchase Agreement dated as of April 24, 2024

Item #	Details	Qty
1	**13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 8GB, 128GB - Space Gray with 4-Year AppleCare+ for Schools (Packaged in a 5-pack) (No Service Fee)** Part Number: BVS22LL/A	340
	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 8GB, 128GB - Space Gray (Packaged in a 5-pack) Part Number: MQTW3LL/A Quantity: 1700	
	4-Year AppleCare+ for Schools 13-inch MacBook Air (M1) (no service fees) Part Number: S8245LL/A Quantity: 1700	
2	**APS MB DEPLOY SVC W/ DEPLOYASSIST-USA** Part Number: D9284LL/A	1700

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

ADDENDUM TO MASTER LEASE PURCHASE AGREEMENT

(Oklahoma School District)

THIS ADDENDUM dated as of April 24, 2024 (this "**Addendum**"), is made by and between APPLE INC. ("**Lessor**") and INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS ("**Lessee**"), and modifies and supplements that certain Schedule No. 2003886043 (the "**Schedule**") to that certain Master Agreement Purchase Agreement dated as of April 24, 2024, between Lessor and Lessee (the "**Master Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. Notwithstanding anything to the contrary set forth in the Master Agreement, title to the Equipment subject to the Schedule shall remain in Lessor during the Lease Term of the Schedule, subject to Lessee's rights under the Master Agreement.

2. Notwithstanding anything to the contrary set forth in the Master Agreement, the Schedule will terminate at the end of the current budget year of Lessee in effect at the Commencement Date and thereafter at the end of each subsequent budget year, unless Lessor and Lessee ratify the renewal thereof, and any such termination will be treated as an Event of Non-appropriation under the Master Agreement.

3. In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Lessee, as of the Commencement Date of the Schedule, represents, warrants and covenants for the benefit of Lessor that the legal name of the Lessee is "Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools".

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: APPLE INC.	Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ACCEPTANCE CERTIFICATE

Re: Schedule No. 2003886043 dated as of April 24, 2024 (the "Schedule"), to Master Lease Purchase Agreement dated as of April 24, 2024, each between Apple Inc., as Lessor, and Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

Payee Name: Apple Inc.

Description or Invoice #	$ Amount
_____	$_____

Lessee hereby certifies and represents to and agrees with Lessor as follows:

(1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third-party integrator, and is accepted by Lessee on the date hereof.

(2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.

(3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

(4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.

(5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

(6) Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor the "Final Acceptance Certificate" below.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

PLEASE RETURN PAYMENT REQUEST TO:

APPLE INC. ~ 1000 South McCaslin Blvd., Superior, CO 80027

ESSENTIAL USE CERTIFICATE

1. Has any of the equipment to be leased been delivered? ( ) YES ( ) NO
   Is the equipment to be leased replacing any existing equipment? ( ) YES ( ) NO
   If YES, how long has the existing equipment been in use?
   ( ) 1-3 years ( ) 4-5 years ( ) 6-7 years ( ) 7+ years

   Why is the existing equipment being replaced? _____

   _____

   What will be done with the replaced equipment?

   _____

2. What grade levels, locations and departments will utilize the equipment to be leased?

( ) K-4	( ) University	( ) Social Sciences
( ) 5-6	( ) Math	( ) Computer Lab
( ) 7-8	( ) Science	( ) Classroom: _____
( ) 9-12	( ) Language Arts	( ) Other: _____

   Who will be the principal users of the equipment? *(Total of all users below equal 100%.)*

( ) Students: _____%	( ) Classified Faculty: _____%	( ) Other: _____%
( ) Certified Faculty: _____%	( ) Administrative: _____%	( ) Other: _____%

   What applications will the equipment be used for and what benefits will the equipment provide?
   (Please be detailed.) _____

   _____

   (Use additional pages if necessary.)

3. What is/are the sources of funding for repayment of the lease?
   ( ) General Fund ( ) Other Fund:_____
   ( ) Grant Revenue (detail type of grant):_____ ( ) Other:_____

   Are the funds for the payment(s) due in the first fiscal year of the lease appropriated and encumbered in the District's approved budget? ( ) YES ( ) NO
   If NO, why are the funds not appropriated and encumbered in an approved budget?

   _____

4. Has the District's governing Board approved entering into the lease? ( ) YES ( ) NO
   If YES, please provide a copy of Board Minutes or Resolution.
   If NO, why is a Board approval not required, or when will the Board approve entering into the lease? _

5. Has the School District ever non-appropriated funds? ( ) YES ( ) NO
   If YES, please provide details regarding any non-appropriation: _____

   _____

Completed By: _____ Completed By: _____

Title: _____ Title: _____

Date:_____ Date: _____

LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated as of April 24, 2024, and Schedule No. 2003886043 thereto (collectively the "Lease"), each between Apple, Inc. ("Lessor") and Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools ("Lessee"), Lessee hereby acknowledges the obligations to make the lease payments promptly when due in accordance with the Lease.

LESSEE NAME: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

FEDERAL TAX ID #: _____

INVOICE MAILING ADDRESS: _____

EQUIPMENT DELIVERY ADDRESS: _____

Mail invoices to the attention of: _____

Phone: _____

Email: _____

Accounts Payable Contact: _____

Phone: _____

Email: _____

Do you have a Purchase Order No. that you would like included on the invoice?

No ____ Yes ____ PO# _____

Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

Signature: **X** _____

Printed Name/Title: **X**_____

Date: **X**_____

SAMPLE: THIS IS A SAMPLE FORM OF OPINION OF LESSEE COUNSEL. THIS IS A SAMPLE ONLY: IF COUNSEL TO LESSEE HAS AN EQUIVALENTLY SUBSTANTIVE FORM, IT IS FREE TO USE SUCH FORM, SUBJECT TO REVIEW BY LESSOR.

[To be provided on letterhead of Lessee's counsel.]

[Date]

Apple Inc.
1000 S. McCaslin Blvd.
Superior, CO 80027

Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools
131 South Flood Ave
Norman, OK 73069

RE: Schedule No. 2003886043 dated as of April 24, 2024 (the "**Schedule**"), to Master Lease Purchase Agreement dated as of April 24, 2024 (the "**Master Agreement**"), by and between Apple Inc. ("**Lessor**") and Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools ("**Lessee**").

Ladies and Gentlemen:

We have acted as special counsel to Lessee in connection with the Master Agreement and the Schedule (the Schedule, together with the Master Agreement, solely as it relates to the Schedule, hereinafter, the "**LPA**"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the LPA.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the LPA and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is [a public body corporate and politic], duly organized and existing under the laws of the State of _____, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has all requisite power and authority to enter into the LPA and to perform its obligations thereunder.

3. The execution, delivery and performance of the LPA by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the LPA, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Equipment subject to the LPA, and has entered into the LPA, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the LPA.

7. The LPA has been duly executed and delivered by Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court: (a) seeking to restrain or enjoin the delivery of the LPA or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the LPA, or the validity of the LPA, or the payment of principal of or interest on, the Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the LPA; or (d) affecting the provisions made for the payment of or security for the LPA.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the LPA.

Very truly yours,

[Firm Name]

By: _____

IRS FORM 8038-(G / GC) QUESTIONNAIRE AND ENGAGEMENT AGREEMENT
Schedule No. 2003886043 to Master Lease Purchase Agreement dated as of April 24, 2024

BANK QUALIFIED DESIGNATION

Lessee hereby represents and certifies the following (please check one):

Bank Qualified [if Bank Qualified, we will check the box on Line 39 of IRS Form 8038-G]

☐ Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year will not exceed $10,000,000.]

Non-Bank Qualified [if Non-Bank Qualified, we will not check the box on Line 39 of IRS Form 8038-G]

☐ Check this box if Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

SCOPE OF ENGAGEMENT

Lessee hereby appoints Kutak Rock LLP ("Preparer") to prepare and file the attached Form 8038-G on behalf of Lessee. The information necessary to prepare the Form 8038-G is contained in the Lease and related documents, which documents constitute the entire agreement between Lessee and Lessor. Below is information to assist Preparer in completing the Form 8038-G. Lessee has reviewed or completed such information and will provide to Preparer any additional information requested by Preparer necessary to complete the Form 8038-G.

The attached Form 8038-G has been signed by a representative of Lessee duly authorized to sign the Form 8038-G. The undersigned is a duly appointed, qualified and acting representative of Lessee and is authorized to cause Lessee to make the certifications, representations and warranties contained herein by execution of this letter on behalf of Lessee.

Preparer is entitled to rely on the accuracy and completeness of the information set forth in the Lease or provided to Preparer by Lessee. Preparer is not responsible to make any audit or other verification of the information provided by Lessee, although Preparer may ask Lessee for clarification of some information.

Lessee has not engaged Preparer to provide any other services to Lessee; specifically, Lessee has not engaged Preparer to provide any legal services or tax advice other than the preparation and filing of the Form 8038-G, and except as indicated in the following sentence, Preparer has not been engaged to represent Lessee in connection with any questions, investigation or audit by the Internal Revenue Service. This engagement shall cease upon the filing of the Form 8038-G on behalf of the Lessee, except that Preparer shall assist in addressing inquiries relating to the Form 8038-G that may arise in connection with its initial processing by the Internal Revenue Service. This engagement does not create any attorney-client relationship between Lessee and Preparer other than the limited engagement with respect to the preparation and filing of the Form 8038-G.

Lessee understands that Preparer regularly represents Lessor and its affiliates and may represent Lessor and its affiliates in connection with the Lease, and Lessee waives any conflicts of interest that may arise in connection with Preparer's engagement in this matter. In the event any disputes or threats of litigation involving Lessor and Lessee were to arise, Preparer would not represent either party with respect to such disputes or litigation. Lessee agrees not to object to Preparer's ability to represent Lessor or any of its affiliates in connection with the Lease or on any existing and future matters.

Preparer will provide to Lessee and Lessor a copy of the Form 8038-G prepared and filed by Preparer. Maintaining accurate records and documentation is the responsibility of Lessee.

Preparer's fees for preparing and filing the Form 8038-G will be paid by Lessor on behalf of Lessee.

8038 INFORMATION

Item	Issuer Response
Name and address of Issuer	Name: _____ Address: _____
EIN of Issuer	EIN: _____
Name, title and telephone number of officer or employee of the issuer whom IRS may contact for information	Name: _____ Title: _____ Telephone: _____
Will any proceeds of the Lease be used for any purpose other than capital expenditures to obtain new equipment?	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No:
Has the issuer designated the issue under Section 265(b)(3)(B)(I)(III), the small issuer exception?	[The response to this question will be understood to be as stated in the Bank Qualification Certificate relating to the Lease. If no such Certificate is delivered and no contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: Yes
Has the issuer established written procedures to ensure all nonqualified bonds of the issue are remediated according to the requirements of the Internal Revenue Code and related regulations?	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No:
Has the issuer established written procedures to monitor the requirements of Internal Revenue Code Section 148?	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No:
Will some or all of the proceeds be used to reimburse expenditures? If so, state the amount of the expenditures and the date of the related official intent.	[Unless contrary information is provided below, the response to this question will be understood to be "No."] Yes/No: Addition Information, if any:

Lessee: INDEPENDENT SCHOOL DISTRICT NO. 29, CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS

Signature: **X** _____

Printed Name/Title: **X**_____

Date: **X**_____

Please sign the second page of the included IRS Form 8038-G/GC.

The actual 8038G or GC will be completed and sent to you after closing.

This is being done in this manner to comply with Internal Revenue Service regulations.

Thank you.

INSURANCE COVERAGE REQUIREMENTS

Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools

Property Damage & Loss Coverage -

a) "All Risk" Physical Damage & Loss Insurance

b) Include: Policy Number, Apple Schedule Number or Description of Equipment, Effective Date and Expiration Date

c) **APPLE INC. and its Assigns** named "Loss Payee"

d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

General Liability Coverage -

a) Liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor

b) Include: Policy Number, Apple Schedule Number or Description of Equipment, Effective Date, Expiration Date and Equipment Location*

c) **APPLE INC. and its Assigns** named "Additional Insured"

d) Endorsement giving 30 days written notice of any changes or cancellation.

The Certificate Holder should be named as follows:

APPLE INC. and its assigns
1000 South McCaslin Blvd.
Superior, CO 80027

*If the equipment is located in several different places, please have the insurance company add one of the following statements to the certificate:

1- a general statement on the certificate which would acknowledge that the equipment is covered no matter where it may be located.

2- a statement about the equipment being located throughout your organization's facilities.

FOR SELF INSURANCE:

Self-insurance is only permitted **with Lessor's prior written consent.** If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

Financial Services
Education Finance

INVOICE #: 2003886043 - 01
REFERENCE #: 2003886043
CUSTOMER #: 722391339
DUE DATE: 05/24/2024
TOTAL DUE: $303,620.00

☐ Check here if your billing or Equipment Location has changed or is incorrect. Please note changes on the reverse side.
Payments sent without a copy of this invoice may be subject to a delay in processing.

LEASE PAYMENT INVOICE

Remit Lease Payment to:
Apple Inc.
PO Box 74225
Cleveland, OH 44194-0301

	INVOICE #:	REFERENCE #:	CUSTOMER #:
	2003886043 - 01	2003886043	722391339
P.O. NUMBER:		EQUIPMENT DESCRIPTION:	
		SEE BELOW	
EQUIPMENT LOCATION:			
Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools 131 South Flood Ave, Norman, OK 73069			

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
Apple Computer Equipment	05/24/2024	$303,620.00
	TOTAL DUE:	$303,620.00

FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT

RESOLUTION

Be it resolved that the governing board for Norman Public School District

1. Authorizes the filing of FCC Form 471, Schools and Libraries Universal Service Program Services Ordered for the fiscal year 07/01/2024-06/30/2025.

2. Authorizes payment of the applicant's share subject to the following conditions:
   (1) Approval of funding of the discounted portion by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) and
   (2) Receipt of services during the fiscal year 07/01/2024-06/30/2025.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

FRN Report

04/08/24

Report Filters:
Entity Number: 139798
Funding Year: 2024
Used Consultant? YES
Contact: 16024809

BEN	Applicant Name						Applicant City	ST	Sites	471 No.	Filing Date	SPIN	Service Provider		471 Nickname
Year	FRN	Status	Wave	Type	486 SSD	Cont. Date	Contract Number	Award Amt.	Disc%	Request		Commitment	Disbursed	Contract Exp	FRN Nickname
139798	Norman Public School District						Norman	OK	25	241018702	2024-03-26	143015254	OneNet (Oklahoma State Regents)		NORM 2024-C1
2024	2499023735	Pending	N/A	IA		03/02/2020	NORM_OneNet INT 10Gb	43,440.00	80%	34,752.00		0.00	0.00	2025-06-30	1. Internet Access 10 Gbps
139798	Norman Public School District						Norman	OK	25	241018702	2024-03-26	143015254	OneNet (Oklahoma State Regents)		NORM 2024-C1
2024	2499023738	Pending	N/A	IA		03/02/2020	NPS_OneNet PTP 1Gbps	8,880.00	80%	7,104.00		0.00	0.00	2025-06-30	2. Point To Point 1 Gbps
139798	Norman Public School District						Norman	OK	25	241018702	2024-03-26	143005575	Cox Oklahoma Telcom, LLC		NORM 2024-C1
2024	2499023746	Pending	N/A	IA		03/02/2020	NORM_Cox_WAN 2025	454,355.76	80%	363,484.61		0.00	0.00	2025-06-30	3. Wan Rfp 2020-04
Grand Total								**506,675.76**		**405,340.61**		**0.00**	**0.00**		

MANAGED SECURITY PROTECTION SERVICES SOFTWARE SUBSCRPITION

This United Complete Managed Services Schedule (this "Schedule") is entered into as of **July 1, 2024** (the "Effective Date"), by and between United Systems LLC. ("United Systems") and **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools** ("Client"). This Schedule is subject to the terms of the Master Services Agreement between United Systems and Client dated **July 1, 2024** (the "Agreement"). Capitalized terms used in this Agreement and not otherwise defined have the meaning given to them in the Agreement.

Site Location(s):	Norman Public Schools, 131 S Flood Ave., Norman, OK 73069		
Primary Client Contact:	Christy Fisher	Emergency Phone #:	405-366-5822
Secondary Client Contact:	Andrew Younkins	Emergency Phone #:	405-366-5822

Services Included In This Agreement

United Systems will provide the following Services to Client under this Schedule, subject to the terms hereof. See Appendix A for further description of the Services, and Appendix B for the United Complete Service Level Agreement:

United Complete™ Services Included Coverage
United Complete™ Monitoring -- proactive monitoring and maintenance of critical network Managed Devices with 24x7 alerting, and quarterly performance reporting and analysis for monitored devices
United Complete™ Customer Service Center -- access to United Systems' Customer Service Center during Normal Business Hours
Site Documentation
Technology Review
United Complete™ Managed Server -- unlimited support from United Systems network engineers for emergencies, issues and proactive maintenance related to Windows servers*
United Complete™ Network Support -- unlimited support from United Systems network engineers for emergencies, issues and proactive maintenance related to Windows servers* and network devices**.
United Complete™ Managed Wireless Network -- unlimited support from United Systems technicians for emergencies, issues and proactive maintenance related to the wireless controller(s) and access points.
United Proactive™ Services Included Coverage
United Proactive™ Workstation
United Complete™ Optional Services Included Coverage
United Managed Cloud Service
SentinelOne Complete Managed Detection and Response with 24/7 Vigilance Monitoring
United Managed Duo Multi-Factor Authentication (MFA)
Managed IP Endpoints (Wireless Access Points)

*Windows Servers include any servers that require any version of the Windows Operating System to operate.

**Network Devices include products such as routers, network switches and SAN/NAS appliances. An inventory of devices monitored under this Schedule is included in Appendix A.

The pricing below is based on an initial review of Client's current servers and network infrastructure, as inventoried in Appendix A. The parties agree to review changes to and additional information learned regarding Client's environment and the other aspects of this Schedule on a monthly basis and update fees and Managed Devices under this Schedule to reflect any changes. Client may provide a "Device Modification Request" using a form supplied by United Systems if it wishes to initiate an update to the Covered Devices. In no event will any reductions in Covered Devices decrease monthly fees by more than 40% than the monthly fees below.

Fees:

Account Executive:	Alvin Myers	Billing Cycle:	Monthly, In Advance
		Setup Fee:*	N/A
		Monthly Fee:	$15,179.10
		Annual Fee	$94,164.48
Notes:	Discounted rates (below) apply for work added at Client's request above and beyond Services included in this Schedule. Services may be performed remotely or onsite per Client approval.		

CURRENT RATES FOR ADDITIONAL SERVICES **		
RESOURCE	**STANDARD RATE/HR**	**DISCOUNTED RATE/HR**
Senior Engineer	$235	$195
Engineer	$190	$165
System Technician	$165	$145
Device Technician	$145	$125
Cabling Technician	$125	$105

During the installation process, a network probe may be installed, and initial standardization and configuration of Client's environment is performed. This process includes but is not limited to IP addresses, SNMP, agent deployment, and rack inventory.

*Setup Fee is a one-time charge for new clients to ensure the integrity of the network and desktop environment.

**Hourly rates subject to change on an annual basis.

Additional Terms and Signature:

APPENDIX C CONTAINS ADDITIONAL TERMS AND CONDITIONS REGARDING THE SERVICES PROVIDED UNDER THIS SCHEDULE. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS SCHEDULE (INCLUDING THE ATTACHED APPENDICES) AND IS AUTHORIZED TO EXECUTE THIS SCHEDULE.

United Systems LLC

By: _____

_____
Print Name and Title

Date: _____

Norman Public Schools

By: _____

_____
Print Name and Title

Date: _____

Date Submitted: February 29, 2024. Fees above valid 30 days from date of submission.

APPENDIX A

Managed Devices and Service Description

Quantity	Description	Notes
75	Managed Server	See server list below
800	Proactive Workstation	Via report run on 2/27/2024
40	Managed Network	7x Dell Dell Networking N4032F 1x Dell N2048P 1x Dell N3048EP-ON 13x Dell N3048P 9x Dell N3248P-ON 2x HP 8360-32Y4C (JL700A) 7x Aruba 7210 Wireless Controllers
1	Managed Wireless Network	Aruba Wireless Network
2	Managed Cloud Service	Duo MFA, SentinelOne EDR
875	SentinelOne MDR Complete + Vigilance	24/7 Monitoring 75 servers + 800 Workstations
17	Duo MFA	Select Admin Users
1257	Managed IP Endpoints	427x Aruba AP-325 676x Aruba AP-535 48x Aruba AP-534 41x Aruba AP-205 58x Aruba AP-324

List of 61x Servers:

ADDC1	ELL-MS02	MUNISSQL
ADDC2	ELL-NHS	NHS1-NVR
ALCOT-NVR	ELL-NORTH	NHS2-NVR
ANDREW-TEST	HV01	NNHS1-NVR
ASC-NVR	IC-SQL	NNHS2-NVR
CLEVELAND-NVR	IDENTITYBRIDGE	NPS-WEBEX
DATA1	IRVING-NVR	PAPERCUT
DATA2	ISC-NVR	PAPERCUTSTUDENT
DELLOME	JACKSON-NVR	PDC-NVR
DESTINYSERVER16	JEFFERSON-NVR	RADIUS
DHCP1-2019	KENNEDY-NVR	REAGAN-NVR
DHCP2-2019	KMS	ROOSEVELT-NVR
DIM-NVR	KMS22	TRANS-NVR
EARTHSMARTV2	LAKEVIEW-NVR	TRIAD-NVR
EISENHOWER-NVR	LINCOLN-NVR	TRUMAN-NVR
ELL-EE-DA	LMS-NVR	TRUMANPRIMARY-N
ELL-ELEM01	MADISON-NVR	WASHINGTON-NVR
ELL-ELEM02	MAGICINFO	WHITTIER-NVR
ELL-ELEM03	MCKINLEY-NVR	WILSON-NVR
ELL-ELEM04	MDT	
ELL-ELEM05	MONROE-NVR	

UNITED COMPLETE™ SERVICE DESCRIPTION

United Systems is pleased to offer a customized package of high-value information technology Services for Client. While multiple components that are available with United Complete™ are described below, only those Services expressly specified above in this Schedule are provided.

United Complete™ Monitoring

The United Complete™ monitoring system will monitor Managed Devices 24 hours per day, 7 days per week. To the extent possible, monitoring will include system and service up/down status, system and application error logs, and performance of individual system components as recommended by United Systems engineers.

Monitoring capabilities can vary depending on the manufacturer of Managed Device and supported management protocols. United Systems can work with a variety of common management protocols including SNMP, Syslog, Microsoft Windows Event Log and Microsoft Windows Management Interface (WMI). Managed Devices must support one or more of these management protocols to be effectively monitored.

If a Managed Device reports that it is encountering a performance issue, United Systems and Client (upon request) will be notified of the issue via email. United Systems technicians will review and diagnose each alert, and contact the Client if prompt remediation is recommended. Remediation may take place remotely or onsite, as determined by the nature of the remediation required, Client's business requirements, and engineer or technician availability.

Client is advised that while monitoring and email alerting is automated 24 hours per day, United Systems will review, diagnose and respond to alerts during Normal Business Hours only. Client is also required to maintain a full-time Internet connection with sufficient bandwidth to accommodate the remote monitoring software, and enable remote access from United Systems into the Client network.

United Complete™ monitors vital health statistics for Managed Devices, including such metrics as computer and memory usage, available storage, backup logs, error messages, etc. A United Systems engineer will review these statistics each quarter for trends that may indicate current or future performance concerns, and present Client a summary report in plain language of any trends of concern, and priorities for remediation and next steps. Client will receive these quarterly reports via online delivery, and can discuss the report while the United Systems representative is onsite or any time via phone or email during Normal Business Hours by contacting United Systems through your Account Executive or our Customer Service Center.

United Complete™ Monitoring will only be in effect for United Complete™ Service categories selected by Client on this Schedule.

United Complete™ Customer Service Center

United Systems will provide Client with telephone, web and email access to the United Systems Customer Service Center during Normal Business Hours, which are:

8:00am – 5:00pm Central Time, Monday through Friday, excluding public holidays
Phone: (405) 778-8337
Email: support@unitedsystemsok.com. This will generate a customer support ticket in the United Systems dispatch system and will also email Customer a support ticket number.
Web: Visit www.unitedsystemsok.com click on Login, then Support.

The Customer Service Center may assist in scheduling routine requests for assistance and answering any questions regarding Services covered under this Schedule.

Site Documentation and Proactive Maintenance

United Systems on a yearly basis will clean network racks and associated equipment, dress racks and update network documentation including network diagrams, photos, and rack inventory.

Technology Review

United Systems firmly believes that a proactive approach to technology management is vital in assuring that Client's network assets support Client's needs reliably, predictably, and cost-effectively. United Systems will meet regularly with the Client to discuss Client's business and technology requirements, review performance trends and services provided, and plan proactive maintenance to help assure that Client hardware and software is maintained and managed effectively and efficiently.

United Complete™ Managed Server

United Systems will provide Client with network engineering support services as needed for the duration of this Schedule to address routine support, emergency support and proactive maintenance on Managed Devices that are servers. When United Systems' Customer Service Center is notified with a request for service, either from Client or through analysis of alerts provided by the monitoring system, the Customer Service Center will assign a priority level under the provisions of the Service Level Agreement as outlined in Appendix B ("SLA"), and using commercially reasonable efforts after Normal Business Hours. United Systems agrees to use commercially reasonable efforts to deliver the performance standards set forth in the SLA. Each incident will be assigned a Service Trouble Ticket number for tracking. The escalation process will be handled per the Support Tier outlined in the SLA. United Complete Managed Server Includes Patch Management and Endpoint Security.

Managed Server also covers remote or on-site scheduled technical support, as needed, for network Managed Devices and the software that is core to their operation.

United Complete™ Managed Server will include as applicable:

- Patch Management
- Endpoint Security
- Management and support of wide area network connectivity
- Network support documentation (Visio maps, device documentation)
- User moves/email moves adds/changes and deletes
- File server storage management
- Server print queue/driver management
- Server hardware support (Restricted to warranty incidents or incidents where parts are provided.)
- Active Directory management
- DNS/DHCP management
- Bug/Crisis mitigation using OS/firmware updates on key devices
- Advanced remote control (Telnet, SSH Support, RDP, Web)
- Proactive health monitoring
- Automated service recovery
- Automated defrag
- Hyper-V Hypervisor Support and Monitoring
- VMware ESXi performance monitoring
- Microsoft Windows Server 2012 and older are not supported.
- Microsoft Windows Server 2012 end of support date was October 10, 2023.

United Complete™ Managed Network

United Systems will provide Client with network engineering support services as needed for the duration of this Schedule to address routine support, emergency support and proactive maintenance on Managed Devices that are network devices. When United Systems' Customer Service Center is notified with a request for service, either from Client or through analysis of alerts provided by the monitoring system, the Customer Service Center will assign a priority level under the provisions of the SLA, and using commercially reasonable efforts after Normal Business Hours. United Systems agrees to use commercially reasonable efforts to deliver the performance standards set forth in the SLA. Each incident will be assigned a Service Trouble Ticket number for tracking. The escalation process will be handled per the Support Tier outlined in the SLA. Common Network Support devices include Appliances, Hypervisors, Content Filters, Firewalls, Routers, and Spam Filters.

Network Support also covers remote or on-site scheduled technical support, as needed, for network Managed Devices and the software that is core to their operation.

United Complete™ Network Support will include as applicable:

- Installation of patches and updates
- Firewall Rule and Security Audits
- Network device configurations
- Network device configuration management
- Management and support of wide area network connectivity
- Network support documentation (Visio maps, device documentation)
- Physical cabling plant consulting
- Server hardware support (Restricted to warranty incidents or incidents where parts are provided.)
- Bug/Crisis mitigation using OS/firmware updates on key devices
- Proactive health monitoring
- Minor cable runs in emergency situations

United Complete™ Managed Wireless Network

United Systems will provide Client with network engineering support services as needed for the duration of this Schedule to address routine support, emergency support and proactive maintenance on Managed Devices that are wireless controllers and/or wireless access points. When United Systems' Customer Service Center is notified with a request for service, either from Client or through analysis of alerts provided by the monitoring system, the Customer Service Center will assign a priority level under the provisions of the Service Level Agreement as outlined in Appendix B ("SLA"), and using commercially reasonable efforts after Normal Business Hours. United Systems agrees to use commercially reasonable efforts to deliver the performance standards set forth in the SLA. Each incident will be assigned a Service Trouble Ticket number for tracking. The escalation process will be handled per the Support Tier outlined in the SLA.

Managed Wireless Network also covers remote or on-site scheduled technical support, as needed, for network Managed Devices and the software that is core to their operation.

United Complete™ Managed Wireless Network will include as applicable:

- Audit and ensure security services are active and configured correctly (during onboarding)
- Review the wireless network configuration for performance and channel optimization (during onboarding)
- Ensure VLANs are configured correctly per SSID
- Audit SSID's to ensure correct network connectivity to network resources
- Firmware updates
- Network support documentation (Visio maps, device documentation)
- Update policy rules as needed
- Connectivity monitoring of the wireless IP access points

UNITED PROACTIVE™ SERVICE DESCRIPTION

United Systems is pleased to offer a customized package of high-value information technology Services for Client. While multiple components that are available with United Proactive™ are described below, only those Services specified in this Schedule are provided. United Proactive services are license-only SKU's and do not include labor or support services. Labor will be billed at the discounted hourly rate.

United Proactive™ Workstation

United Proactive™ Workstation combines monitoring and alerting services with software patch and Endpoint Protection to help protect covered systems and provide proactive notification of real or potential issues. The purpose of this Service is to allow the Client to have insight into the operating condition of their environment and to keep the covered systems up-to-date. The Client can either be notified via e-mail with our automated system or contact from the Customer Service Center. All United Systems technical or engineering services for resolution of issues will need to be requested by the Client and will be billable at the discounted hourly rates.

UNITED COMPLETE™ OPTIONAL SERVICES

United Managed Cloud Service

Managed Cloud Service support is designed primarily to provide support of third party cloud services such as Google G Suite, Office 365, Meraki Dashboard, Extreme Cloud IQ, and other supported cloud services.

- Labor for troubleshooting service incidents
- Adds, Moves, Changes
- Service Health Monitoring
- Connectivity Monitoring of IP Endpoints
- Software/Firmware Updates

United Managed MDR/EDR

Managed Endpoint Detection and Response Service utilizes SentinelOne and includes several important capabilities. Managed EDR is a signature-less approach to threat detection decreasing the risk of 0-day attacks. EDR uses artificial intelligence and machine learning to track possible threats and act on your behalf to address them, delivering results that are both fast and accurate.

Endpoint detection and response (EDR) solutions are a type of endpoint security software. An EDR solution helps you lock down and secure systems at the endpoint level, helping protect both those endpoints and the wider network against cybercriminals. EDR tools are often compared to standard antivirus solutions, but they offer a range of capabilities that are not typically included in antivirus tools. EDR is incompatible with all other anti-virus/anti-malware software.

United Managed Duo MFA

United Managed Duo MFA leverages the power of Cisco Duo to secure covered Client systems. This Service includes licensing, adds, moves, changes and new application integration support. Managed Duo MFA is designed to bring 2FA or MFA into a single pane of glass for enhanced visibility into end-user authentications. Duo MFA security shields covered applications from compromised credentials and devices, and its coverage helps you meet compliance requirements with ease.

APPENDIX B

Service Level Agreements

Response and Resolution Times

The following table shows the targets of response, resolution and escalation threshold times for each priority level. All times are measured during Normal Business Hours:

Priority Level Definition	Priority Level	Target Response Time	Target Resolution Time	Escalation Threshold
Network down (all users and functions unavailable).	1	1 hour callback, remote or onsite response within 4 hours	ASAP	2 hours after first response
Significant degradation of Network (large number of users or business critical functions affected)	2	4 hours callback, remote or onsite response within 4 hours	ASAP	8 hours after first response
Limited degradation of network or user issue (one or small number of users or functions affected, business process can continue).	3	8 hours callback, remote or onsite response by next business day	ASAP, as commercially reasonable	48 hours after first response
Single user, non-critical issue (business process can continue, one user affected).	4	8 hours callback, remote or onsite response by next business day	ASAP, as commercially reasonable	96 hours after first response

* The above target times only apply to Services directly provided by United Systems. United Systems does not make any commitments or guarantees regarding response, resolution or escalation times of 3rd party providers or vendors.

Support Tiers

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and initially documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd party (vendor) support engineers to resolve the most complex issues.

Client may request emergency services outside of Normal Business Hours to respond to critical network issues. Emergency services rendered via remote assistance or onsite assistance outside of Normal Business Hours are subject to be billed at double the normal rate for requested services.

United Systems will provide Client with access to a quarterly summary report that includes all requests for services, the problem statement and resolution for each request.

APPENDIX C
UNITED COMPLETE TERMS AND CONDITIONS

1. Managed Services

(a) "Managed Device" means the server, workstation, local area networking equipment, wide area networking equipment, and other IT components located at the Client location(s) specified above, so long as such Managed Devices have been disclosed to and accepted by United Systems and meet the requirements of this Schedule. To be a Managed Device, the United Systems managed service agent program must be added to such component. Managed Devices do not include hardware or application software unless specifically listed on this Schedule.

(b) United Systems will use commercially reasonable efforts to detect and avoid the malfunction of Managed Devices. Proactive services include monitoring, alerting and patch management. These services are designed to report to United Systems performance and availability data concerning Client's network and to alert United Systems' Customer Service Center to potential problems. Monitoring Services do NOT include the provisions of any intrusion detection services nor do they address any other security concerns.

(c) United Systems will use diligent efforts to manage the restoration of malfunctioning Managed Devices to good working order. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware and software vendors, and to keep United Systems updated with all information required to enlist vendors' technical support including e-mail and phone contact information along with any customer codes or access information that may be required. All vendor and third-party technical support fees are the responsibility of Client. United Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts.

(d) Client's data backup systems may be listed as a Managed Device on this Schedule. However, Client agrees and understands that, unless United Systems is providing Client with a fully managed backup solution under a separate Schedule, United Systems is only able to verify that backup systems are reporting proper operation and can make no guarantees as to whether or not actual backups are taking place. Client is solely responsible for ensuring that data backups have actually been performed and are available in the event of any failure of the backup subsystem which leads to any data loss or the inability of the backup subsystem to restore data at any time. United Systems has no liability for any costs associated with data recovery/disaster recovery services.

(e) When requested by United Systems, Client will ensure that all office workstations and laptops will be left turned on at night so United Systems can perform required workstation maintenance and proactive support.

(f) United Systems will use diligent efforts to deploy software patches for operating system software in a manner that will, in a timely fashion, address the security or functionality concerns for which a patch was released. United Systems will only deliver patches that have been tested and released by the original manufacturer of the software being patched. Client acknowledges that some patches may cause operating difficulties or "break" other software, and agrees that United Systems will not be responsible for the potential adverse effects of applying such a patch.

(g) It is the responsibility of Client to ensure that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is United Systems liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make any system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, or re-indexing databases, will be billed separately on a time and materials basis.

2. Normal Business Hours Support

Unless otherwise expressly agreed on the Schedule, United Systems provides Services under this Schedule only during Normal Business Hours, and all work performed by United Systems after Normal Business Hours will be billable to Client as an additional Service, per the terms of the Agreement and this Schedule.

3. Hardware

United Systems does not provide hardware warranty or maintenance services, and does not maintain an inventory of spare parts or replacement hardware. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware vendors. United Systems will use reasonable efforts to coordinate with hardware warranty/maintenance providers in the repair and replacement of defective hardware. United Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts. United Systems shall have no obligation with respect to components that are identified by

its manufacturer as a consumable or expendable item including, but not limited to, printer cartridges, fuser assemblies, batteries, print heads, magnetic media, paper supplies and similar items; handling all such items are the Client's responsibility.

4. Requirements for Managed Devices

(a) All Managed Devices must operate in a clean, well ventilated and temperature controlled environment which is free of dust and smoke.

(b) All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later, and have all of the latest United Systems' approved Microsoft Service Packs and Critical Updates installed. All Servers with Apple Macintosh Operating Systems must be running Snow Leopard Server (10.8.x) or later, and have all of the latest United Systems-approved Apple Software Updates installed.

(c) Managed Devices with original manufacturing dates 48 months or more prior to the Effective Date of this Schedule are excluded from inclusion of coverage unless it is agreed that the unit will be "lifecycle" replaced within six (6) months from the inception of this Schedule. In the event such Managed Devices are not replaced within six (6) months any Services performed on them shall become billable at United Systems' current rate, less any applicable discounts due, per United Systems United Complete discounting.

(d) Critical Servers and Network infrastructure must be protected under an enterprise warranty with next day on-site parts replacement.

(e) Managed Devices must have a valid manufacturer's serial number, and Client must notify United Systems if it moves the primary location for any Managed Device to a different Client site.

(f) It is recommended that all Managed Devices must be attached to a power surge protection device which has been UL® Listed with a protection threshold of at least 200 joules.

(g) All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 8 Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed. All Desktop Mac's and Laptops with Apple Macintosh Operating Systems must be running Snow Leopard (10.6.x) or later, and have all of the latest Apple Software Updates installed. If there are desktops/laptops that cannot meet this requirement due to hardware requirement deficiencies, they will still be covered under this Schedule but will not be subject to the response times listed in Appendix B.

(h) All Server and Desktop Software must be genuine, licensed and vendor-supported.

(i) The Managed Devices must have a currently licensed, up-to-date and United Systems-approved or provided Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email. No other Antivirus/Antimalware may be installed on the Managed Devices.

(j) The Managed Devices must have a currently licensed, United Systems-approved server-based backup solution that can be monitored, and send notifications on job failures and successes. The system cannot be tape based and must include an off-site component.

(k) The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet that also provides network layer anti-virus and anti-spyware protection.

(l) All Wireless data traffic in the environment must be securely encrypted with a minimum of the WPA2 encryption standard.

(m) There must be an outside static IP address assigned to a network device, allowing VPN access.

(n) United Systems may install remote monitoring and management software on Managed Devices as needed in order to comply with the terms of this Schedule. Client agrees not to disable this software during the term of this Schedule.

Material and labor costs required to bring Client's current environment up to these minimum standards are not included in this Schedule unless specifically agreed in writing by the parties.

Managed Devices that initially meet the above standards can later begin chronically failing. This means that the Managed Device repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with United Systems to replace the Managed Device at additional cost through United Systems.

5. Disaster Planning

A formal disaster recovery or business continuation plan is NOT within the scope of this Schedule. Although the services to be provided under this Schedule are designed to provide managed IT continuity and will, under certain conditions, help Client recover from certain disasters, it should in no way be considered a formal disaster recovery or business continuity plan. If Client requires a disaster recovery or business continuation plan, including testing of the plan, United Systems can assist Client with the development of such a plan. All time spent in the development and testing of this plan would be billable at a discounted rate or as an agreed additional Service.

6. Documentation

United Systems will, at its expense, maintain updated documentation on Managed Devices to facilitate the providing of Service. Upon termination of the Agreement, if Client has paid all amounts due under the Agreement, Client will be provided with a printed or electronic copy of such documentation upon written request.

7. Exclusions

United Systems is not required to provide any Services except those Services expressly set forth in this Schedule. Without limiting the foregoing, the following items, fees, and/or services are excluded from the Service under this Schedule; any work performed related to the following will be billed at United Systems' standard rates:

(a) Any service(s) required due to treatment or attempts to install, repair, maintain, or modify any Managed Devices or related software or peripherals by a non-United Systems authorized person or entity, including but not limited to negligent acts, improper configuration changes, new application installations, and upgrade installations.

(b) Managed Device(s) which cannot be properly serviced due to end of life conditions, other withdrawal or termination of warranty or support by the manufacturer, unavailability of documentation or parts, or that exhibit excessive damage. United Systems will use commercially reasonable efforts to provide thirty (30) days' notice to Client of any issues under this clause.

(c) Provision of supplies or accessories for any Managed Device(s) or electrical work external to Managed Device(s).

(d) Maintenance of accessories, alterations, attachments, upgrades or other devices; or services related to any relocation of Managed Device(s) unless specifically listed in a Schedule.

(e) The cost of any parts, equipment, or shipping charges of any kind.

(f) Third-party software license fees, renewal fees, or upgrade fees of any kind (except in connection with software provided by United Systems in support of the Service).

(g) The cost of any third-party vendor or manufacturer support or incident fees of any kind.

(h) Programming (modification of software code) and program (software) maintenance.

(i) Training services of any kind unless otherwise agreed in writing by United Systems.

(j) Moving hardware from one physical address to another physical address.

(k) United Systems covers only the maintenance support of the network connection of network enabled, shared printers/copiers, and the printer connection and printer drivers of locally attached printers. Any other printer maintenance is not covered.

(l) Any peripheral attached to a workstation/laptop including, but not limited to USB hard drives, scanners, docking devices, cameras, and VoIP phones are not covered unless specifically listed on this Schedule.

8. E-Rate

(a) Should Client receive E-Rate Basic Maintenance funding from the Universal Service Administrative Company (USAC) Schools and Libraries Division (SLD) for the SPIN of United Systems, the payments made to United Systems for E-Rate eligible services would be able to be applied to Client's portion required by the SLD.

(b) This Schedule does not include parts, and parts will be billed on an "As needed basis". Upon approval from the SLD for Basic Maintenance with United Systems, the E-Rate Basic Maintenance Service Contract will cover parts under the rules of the program and will be billed as the incidents occur. Client will be billed its portion at the time the approved and eligible parts are invoiced.

SecondLifeMac

Buyback Quote

Number: 00007786
Date: 4/12/24
Signature due by: 4/22/24
Receive products by: 6/28/24

Mikal Eddlemon

Norman Public Schools

Technology

131 S Flood Ave
Norman, Oklahoma 73069
United States

meddlemon@normanps.org

405-366-5822

Benjamin Smith

Second Life Mac

7603 New Gross Point Road
Skokie, Illinois 60077
United States

ben@secondlifemac.com

(608) 778-0478

Confidentiality

This Purchase and Sale Agreement (this "Agreement") and the information contained is strictly confidential and may not be shared or distributed to any third party, in whole or part, without Second Life Mac's express written permission. Upon mutual execution of this Agreement, Customer hereby agrees to sell and Second Life Mac hereby agrees to purchase the equipment listed below in accordance with the terms and conditions of this Agreement.

Product	Line Item Description	Quantity	Buy Price	Total Price
MacBook Air "Core i5" 1.6 13" (2015) - MJVE2LL/A	MMGG2LL/A 8GB/256GB	698	$125.00	$87,250.00
MacBook Air "Core i5" 1.8 13" (2017) - MQD32LL/A		7,865	$160.00	$1,258,400.00

Maximum Value	$1,345,650.00
Minimum Guarantee	$874,680.00
Total Value of Deductions Waived	$299,705.00

Guarantee

All units quoted with Grade A prices. Grade B = 85%. Grade C = 70%. Grade D = 50%. Grade F = 5%.

This quote is guaranteed until 6/28/24 when signed on or before 4/22/24.
All products must be received on or before 6/28/24.

The Minimum Guarantee reflects the minimum payment that will be paid regardless of condition. Grade F devices greater than 5% of the total received quantity will not be included in the Minimum Guarantee.

If the audit results reflect a higher payment than the Minimum Guarantee, SecondLifeMac will pay the higher amount. Any additional deductions from missing accessories, cables, and chargers, will be calculated after the Minimum Guarantee.

The Minimum Guarantee is based on the quoted quantity of devices. If the actual number of working devices is different than the quoted quantity, the Minimum Guarantee will be recalculated.

Deductions

Any products received after 6/28/24, a 10% deduction will apply and continue to apply every 30 days thereafter.

All products must be unlocked upon receipt or payment will be delayed.

SecondLifeMac

Buyback Quote

Number: 00007786
Date: 4/12/24
Signature due by: 4/22/24
Receive products by: 6/28/24

Any products locked 30 days after receipt, a 10% deduction will apply.
Any remaining locked units after 60 days will have a 100% deduction and be recycled responsibly.

WAIVED - Case and asset tag removal - $5 / product

WAIVED - Mac laptop OEM power adapter replacement for missing, damaged, or failure - $30 / product

Terms

Except as otherwise herein provided, Second Life Mac makes no representations or warranties of any kind, and Customer hereby waives any right to any other express or implied representations or warranties of any kind relating to the transactions contemplated by this Agreement.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and shall modify and supersede any prior agreement or discussion relating to such subject matter. This Agreement and the parties' rights and obligations hereunder may not be assigned without the prior written consent of the other party hereto. This Agreement may not be amended or supplemented other than by means of a written instrument duly executed and delivered by each of the parties hereto. This Agreement may be executed in multiple counterparts. Facsimile or .pdf copies of the signature page hereof shall be deemed originals and shall be binding for all purposes.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois. All claims or proceedings arising out of or related to this Agreement shall be litigated in courts located within Chicago, Illinois, and both parties hereby consent and submit to the jurisdiction of any local, state or federal court located in Chicago, Illinois. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

In the event of any suit or other proceeding between the parties related to this Agreement or any rights or obligations hereunder, the substantially non-prevailing party shall pay the substantially prevailing party's reasonable legal fees and expenses, in addition to such other damages as may be awarded.

By signing below, you have reviewed and accepted the above quote submitted by Second Life Mac for the purchase of the listed equipment and acknowledge that they will form part of and be incorporated into this agreement through its completion. Ownership of devices transfers to Second Life Mac once devices shipped or are picked up by Second Life Mac personnel.

Norman Public Schools

Signature: _____

Name: _____

Date: _____

My Fav Electronics, Inc. d/b/a Second Life Mac

Signature: _____

Name: _____

Date: _____

RFP 20204004 Multi-Function Devices

Committee Members:

Cameron Cox, Director of Purchasing
Christy Fisher, Chief Technology Officer
Andrew Younkins, Computer Program Analyst
Patty Edge, Jefferson Elementary Financial Secretary
Kennedy Isaac, Norman North Administrative Assistant

Financial Summary:

2019

Vendor	2019 Annual Expense
OCS	$111,853.85
RK Black (2019 pricing using 2023 clicks)	$104,925.57
Imageworks	$180,148.65

2025

Vendor	2025 Annual Projected Expense
ImageNet	$148,707.45
SumnerOne	$138,301.56
OCS	$99,828.18
Savings between OCS and SumnerOne	$38,473.38

References Summary:

Vendor	Service	Price	Product
OCS	Good	Great	Great
ImageNet	Great	Expensive	Great
SumnerOne	Good	Good	Great

Product Summary:

Between the Toshiba brand proposed by OCS, and the Kyocera brand proposed by SumnerOne and Imagenet, we found very little differences.

Committee Recommendation:

Total Proposals Received: 8
Top 3 Vendor: OCS, ImageNet, SumnerOne

Scoring Categories	Max Points	ImageNet	OCS	SumnerOne
Pricing	200	158	191	195
Ability to Deliver Service	25	25	22	22.5
Value Added Attributes	25	25	18	21
Depth and Breadth of Offered Equipment	100	88	88	89
References	25	25	25	19
Customer Service	100	100	98	78
Warranty	25	22.5	25	25
Total Points	**500**	**443.5**	**467**	**449.5**

The Committee recommends OCS as the District's next provider for multifunction device.

EQUIPMENT LEASE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into on the 18TH day of April 2024, by and between Independent School District Number Twenty-Nine of Cleveland County Oklahoma ("NPS") and Oklahoma Copier Solutions ("Lessor"), with an effective date of July 1, 2024.

RECITALS:

1. On February 23rd ,2024, NPS issued Request for Proposal No. 2024004 (the "Original RFP"), which requested interested vendors to submit proposals for the lease and maintenance of multifunction devices ("MFD") necessary to enable NPS to establish a successful document management program.
2. On March 1st ,2024, interested vendors and NPS participated in a mandatory meeting which was followed by numerous questions being asked by proposed vendors.
3. On March 22,2024, companies submitted sealed proposals to NPS.
4. Lessor's Proposal to the RFP (the "Proposal") was the lowest of all proposals submitted by NPS.
5. Lessor is capable and qualified to provide, repair and maintain the MFDs necessary to enable NPS to establish a successful document management program. Hereafter, the MFDs and the maintenance services described in the RFP and the Proposal shall be referred to together as the "MFDs and Maintenance Services."

NOW THEREFORE, in consideration of the covenants and agreements set forth in the RFP, the Proposal and this Equipment Lease and Maintenance Agreement (the "Contract"), the parties agree:

A. NPS accepts Lessor's Proposal to provide the MFDs and Maintenance Services. In addition to the required technological specifications for each MFD described in the RFP, each MFD provided by Lessor shall have color scanning capability.

B. NPS shall determine the sites to which each size of the MFDs shall be delivered and maintained by Lessor.

C. A specific description (including without limitation the model number) of each MFD to be provided by Lessor is described on pages 9,10 and 11 of the Proposal which is attached as Exhibit C and incorporated herein by reference.

D. MONTHLY PAYMENTS.

1. Lease of MFDs. Commencing August 1,2024, and continuing on the same day each month during the term of this Contract, NPS shall pay to De Lage Landen (DLL) the total sum of the lease of the MFDs which will be determined after assessment completed by NPS and Lessor, as more specifically described on pages 9-11 of Exhibit C. This amount is itemized as follows:

100 multi-function devices more or less

a. Large Volume Copiers for $100.00 per MFD per month;
b. Medium Volume Copiers for $90.00 per MFD per month;
c. Small Volume Copiers for $64.00 per MFD per month;
d. Color Multi-Function Copiers for $83.00 per MFD per month;
e. Holepunch Option $5 per MFD per month;
f. Fax Option $6 per MFD per month;
g. PaperCut Software $120 per month based on 100 machines.

The precise size, number and placement of machines will be decided after a walk through and assessment of need between NPS and Lessor.

NPS and Lessor may agree to change the size of MFD at any particular location, in which case the lease payment shall be adjusted higher or lower, depending on the size of the MFD to be substituted and an addendum will be signed with De Lage Landen (DLL).

2. Maintenance Services. In addition to the monthly lease payment set forth in the previous paragraph, NPS shall pay to Lessor the sum of .0025 per blade and white copy and .025 per color copy as consideration for all Maintenance Services. The number of copies per month shall be determined by the counter on each MFD, as audited by a representative of Lessor and initialed by a site secretary. This payment is for PaperCut Maintenance and Support and all Maintenance Services, including labor for repairs, originally manufactured parts, toner, developer, fuser oil, staples and all other necessary supplies. The only financial responsibility of NPS with respect to the MFDs and Maintenance Services shall be the cost of paper.

3. Lessor will hold NPS harmless and will assume all responsibility for personal injury and property damage occurring in connection with the Lessor or any Sub-Lessors or vendors hired by the Lessor.

E. All terms, conditions and requirements of the RFP and the Proposal are incorporated herein by reference. In the event of a conflict between the RFP and the Proposal, the provisions of the RFP shall control, except with respect to the provision in the Proposal relating to unlimited training of NPS personnel at no charge.

F. Title to the MFDs shall remain in the name of De Lage Landen (DLL) throughout the term of this Contract.

G. NPS may cancel this Contract if Lessor breaches any of its contractual obligations under the RFP or the Proposal. Lessor may cancel this Contract if NPS fails to pay the Lease Payment or the Maintenance Payment within (15) days of the due date and fails to cure such default within fifteen (15) days of receiving notice from Lessor.

H. The contract will be for a term of 12 months beginning July 1, 2024, through June 30,2025 with the option of an additional 48 months in 12 month increments upon annual mutual ratification. Continuation of the contract will be contingent upon 12 months of continuing satisfactory service.

I. Lessor agrees to meet with the Purchasing Director once a quarter for the term of the contract to discuss any issues with the machines, service, or supplies. At the end of the first term and the end of each term following, the Purchasing Director will communicate with the CFO the performance of the Lessor. This communication will include documentation from the quarterly reviews and from communication from all sites regarding the performance of the Lessor during this period.

INDEPENDENT SCHOOL DISTRICT NO. 29 OF
CLEVELAND COUNTY, OKLAHOMA

BY: _____
President, Board of Education

OKLAHOMA COPIER SOLUTIONS

BY: _____

Student 1-AJB

IEP SERVICE AGREEMENT

SY 2024-2025

RESIDENT DISTRICT: Norman Public Schools

RECEIVING DISTRICT: Moore Public Schools

PRIMARY CONTACT AT RESIDENT DISTRICT:

NAME: Gayla Mears, Director of Special Education Norman Public Schools

MAILING ADDRESS: 131 SW Flood Avenue, Norman, OK 73069

PHONE NUMBER: 405-366-5841

EMAIL: gmears@norman.k12.ok.us

PRIMARY CONTACT AT RECEIVING DISTRICT:

NAME: Gyla Davis, Assistant Director of Special Services

MAILING ADDRESS: 1500 SE 4th Street Moore, OK 73160

PHONE NUMBER: 405-735-4323

EMAIL: gyladavis@mooreschools.com

This Agreement is entered into between Norman Public Schools ("Resident District") and Moore Public Schools ("Receiving District"), as to the above-named student ("Student") for the 2024-2025 school year (the "Operative School Year").

Recitals:

A. The Student, a child with a disability as defined by the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §§ 1400, et seq., is a resident of the Resident District for educational purposes and is entitled to receive a free appropriate public education ("FAPE") in accordance with the requirements of the IDEA.

B. The Resident District desires to enter into this IEP Service Agreement with the Receiving District to satisfy its legal obligation to provide the Student with FAPE, in accordance with the IDEA, during the Operative School Year.

C. The Receiving District desires to enter into this Agreement with the Resident District to provide the Student with the special education and related services as identified in the Student's then-current Individualized Education Program ("IEP") in order to provide FAPE in accordance with the requirements of the IDEA during the Operative School Year.

D. The Resident and Receiving Districts understand that if they enter into IEP Service Agreements for three (3) consecutive years for this Student, the Agreement will be automatically renewed for each subsequent year, and that, in that event, the Resident District will continue to pay tuition to the Receiving District as provided by law.

E. The Resident and Receiving Districts understand that compliance with any requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act during the Operative School Year shall solely be the responsibility of the Resident District even though the Student is attending school in the Receiving District.

Therefore, the parties agree as follows:

1. The term of this Agreement extends from the first instructional day to the last instructional day of the 2024-2025 school year. During the term of this Agreement, either party may terminate the Agreement upon thirty (30) days' advance notice in writing to the other party. The terminating party will also notify the Student's parent(s) or guardian(s) in writing thirty (30) days in advance of the termination date.

2. During the term of this Agreement, the Receiving District will provide all special education and related services identified in the Student's then-current IEP for the purpose of providing FAPE as required by the IDEA, except as specifically set forth below in #3 of this Agreement. The parties to this Agreement understand that the Student's IEP may be amended and that a new IEP may be developed during the term of this Agreement, and the parties intend that the Receiving District implement the amended, interim or subsequent IEP as well as the IEP in place at the time this Agreement takes effect.

3. The Resident District will provide the following special education and related services to the Student as identified in the Student's then-current IEP:

a. Transportation to and from school at the Receiving District

4. The Receiving District will issue the Student progress reports and report cards following the same procedures it applies to all other students, or as otherwise required under the Student's then-current IEP.

5. The Student will have the opportunity to participate in all educational and extracurricular programs, events and activities available to other students of the same age and grade attending the Receiving District, subject to all eligibility requirements applicable to similarly situated students residing in the Receiving District. To the extent that the Student requires accommodations in order to be provided FAPE under Section 504 of the Rehabilitation Act, or accommodations pursuant to the Americans with Disabilities Act, all such accommodations, plans and related expenses shall be responsibility of the Resident District and at the sole expense of the Resident District.

6. If the IEP team or Review of Existing Data group determines that reevaluation or further evaluation of the Student is necessary under the IDEA, the Resident and Receiving Districts will jointly determine who will administer the evaluation, how it will be administered, and who shall bear all related expenses.

7. The Resident District is legally and financially responsible for the provision of FAPE to the Student, as the term "FAPE" is defined under the IDEA and Section 504 of the Rehabilitation Act. The Resident District is responsible for the development and implementation of the Student's IEP(s) and any Section 504 Accommodation Plans. In the event a due process complaint initiated under the IDEA or Section 504 of the Rehabilitation Act ("Complaint") is filed concerning the Student, the Resident District will be legally and financially responsible for that Complaint and, to the extent permitted by law, will indemnify and hold harmless the Receiving District for any expenses the
Receiving District incurs in responding to that Complaint, including but not limited to attorney's fees and costs.

8. The Receiving District will use reasonable efforts to comply with the procedural safeguards set out in the IDEA and the then-current versions of the Oklahoma Special Education Handbook and Special Education Policies promulgated by the Oklahoma State Department of Education in its delivery of special education and related services to the Student under the IDEA.

9. The Primary Contact or designee for the Receiving District will schedule IEP and IEP Review meetings for the Student. To provide the Resident District the opportunity to participate, the Primary Contact or designee for the Receiving District will provide

reasonable advance notice of every such meeting to the Primary Contact at the Resident District.

10. The Primary Contact or designee at the Receiving District will promptly notify the Primary Contact at the Resident District of every proposed disciplinary removal that would constitute a change of placement for the Student under the IDEA or Section 504 before that disciplinary removal is implemented.

11. The Primary Contact or designee at the Receiving District will use reasonable efforts to advise the Primary Contact at the Resident District of concerns about the Student's special education and related services expressed by the Student's parent(s) or guardian(s). Personnel at the Resident and Receiving Districts will use reasonable efforts to cooperate and resolve disagreements concerning appropriate special education and related services for the Student, implementation of the Student's then-current IEP, and any other issues that may arise.

12. All funds generated for the Student from local, state or federal funds will remain with the Resident District. The Resident District will include the Student on its Child Count. The Student's average daily membership will be credited to the Resident District.

13. The Resident District will pay the Receiving District the sum of $24,363.00 as tuition for the delivery of special education and related services to the Student provided in accordance with the requirements of IDEA. This amount includes the cost of all educational and related services that the Receiving District could reasonably anticipate based upon review of the Student's current IEP. The Receiving District will promptly provide the Resident District a detailed breakdown of the tuition amount upon request. If the IEP team amends the Student's IEP or develops another IEP that increases the cost of services to the Receiving District, the parties to this Agreement will mutually consider and negotiate any increase in the tuition amount sought by the Receiving District to cover the increased cost of services.

14. Any amounts the Receiving District receives as the result of billing Medicaid for IDEA associated services it provides to the Student during the term of this Agreement will be credited against the Resident District's tuition obligation.

15. The parties will not identify the Student as a transfer student for student information purposes.

16. This Agreement contains the entire agreement of the parties. Any changes to this Agreement will be made in writing and signed by both parties.

Signatures:

"Resident District"

Independent School District No. I029 of Cleveland County, Oklahoma, also known as Norman Public Schools

Signature: _____ Date: _____
Resident District Designee

"Receiving District"

Independent School District No. I002 of Cleveland County, Oklahoma, also known as Moore Public Schools

Signature: _____ Date: 4/16/24
Receiving District Designee

Student 2 - WATE

IEP SERVICE AGREEMENT

SY 2024-2025

RESIDENT DISTRICT: Norman Public Schools

RECEIVING DISTRICT: Moore Public Schools

PRIMARY CONTACT AT RESIDENT DISTRICT:

NAME: Gayla Mears, Director of Special Education Norman Public Schools

MAILING ADDRESS: 131 SW Flood Avenue, Norman, OK 73069

PHONE NUMBER: 405-366-5841

EMAIL: gmears@norman.k12.ok.us

PRIMARY CONTACT AT RECEIVING DISTRICT:

NAME: Gyla Davis, Assistant Director of Special Services

MAILING ADDRESS: 1500 SE 4th Street Moore, OK 73160

PHONE NUMBER: 405-735-4323

EMAIL: gyladavis@mooreschools.com

This Agreement is entered into between Norman Public Schools ("Resident District") and Moore Public Schools ("Receiving District"), as to the above-named student ("Student") for the 2024-2025 school year (the "Operative School Year").

Recitals:

A. The Student, a child with a disability as defined by the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §§ 1400, et seq., is a resident of the Resident District for educational purposes and is entitled to receive a free appropriate public education ("FAPE") in accordance with the requirements of the IDEA.

B. The Resident District desires to enter into this IEP Service Agreement with the Receiving District to satisfy its legal obligation to provide the Student with FAPE, in accordance with the IDEA, during the Operative School Year.

C. The Receiving District desires to enter into this Agreement with the Resident District to provide the Student with the special education and related services as identified in the Student's then-current Individualized Education Program ("IEP") in order to provide FAPE in accordance with the requirements of the IDEA during the Operative School Year.

D. The Resident and Receiving Districts understand that if they enter into IEP Service Agreements for three (3) consecutive years for this Student, the Agreement will be automatically renewed for each subsequent year, and that, in that event, the Resident District will continue to pay tuition to the Receiving District as provided by law.

E. The Resident and Receiving Districts understand that compliance with any requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act during the Operative School Year shall solely be the responsibility of the Resident District even though the Student is attending school in the Receiving District.

Therefore, the parties agree as follows:

1. The term of this Agreement extends from the first instructional day to the last instructional day of the 2024-2025 school year. During the term of this Agreement, either party may terminate the Agreement upon thirty (30) days' advance notice in writing to the other party. The terminating party will also notify the Student's parent(s) or guardian(s) in writing thirty (30) days in advance of the termination date.

2. During the term of this Agreement, the Receiving District will provide all special education and related services identified in the Student's then-current IEP for the purpose of providing FAPE as required by the IDEA, except as specifically set forth below in #3 of this Agreement. The parties to this Agreement understand that the Student's IEP may be amended and that a new IEP may be developed during the term of this Agreement, and the parties intend that the Receiving District implement the amended, interim or subsequent IEP as well as the IEP in place at the time this Agreement takes effect.

3. The Resident District will provide the following special education and related services to the Student as identified in the Student's then-current IEP:

a. Transportation to and from school at the Receiving District

4. The Receiving District will issue the Student progress reports and report cards following the same procedures it applies to all other students, or as otherwise required under the Student's then-current IEP.

5. The Student will have the opportunity to participate in all educational and extracurricular programs, events and activities available to other students of the same age and grade attending the Receiving District, subject to all eligibility requirements applicable to similarly situated students residing in the Receiving District. To the extent that the Student requires accommodations in order to be provided FAPE under Section 504 of the Rehabilitation Act, or accommodations pursuant to the Americans with Disabilities Act, all such accommodations, plans and related expenses shall be responsibility of the Resident District and at the sole expense of the Resident District.

6. If the IEP team or Review of Existing Data group determines that reevaluation or further evaluation of the Student is necessary under the IDEA, the Resident and Receiving Districts will jointly determine who will administer the evaluation, how it will be administered, and who shall bear all related expenses.

7. The Resident District is legally and financially responsible for the provision of FAPE to the Student, as the term "FAPE" is defined under the IDEA and Section 504 of the Rehabilitation Act. The Resident District is responsible for the development and implementation of the Student's IEP(s) and any Section 504 Accommodation Plans. In the event a due process complaint initiated under the IDEA or Section 504 of the Rehabilitation Act ("Complaint") is filed concerning the Student, the Resident District will be legally and financially responsible for that Complaint and, to the extent permitted by law, will indemnify and hold harmless the Receiving District for any expenses the
Receiving District incurs in responding to that Complaint, including but not limited to attorney's fees and costs.

8. The Receiving District will use reasonable efforts to comply with the procedural safeguards set out in the IDEA and the then-current versions of the Oklahoma Special Education Handbook and Special Education Policies promulgated by the Oklahoma State Department of Education in its delivery of special education and related services to the Student under the IDEA.

9. The Primary Contact or designee for the Receiving District will schedule IEP and IEP Review meetings for the Student. To provide the Resident District the opportunity to participate, the Primary Contact or designee for the Receiving District will provide

reasonable advance notice of every such meeting to the Primary Contact at the Resident District.

10. The Primary Contact or designee at the Receiving District will promptly notify the Primary Contact at the Resident District of every proposed disciplinary removal that would constitute a change of placement for the Student under the IDEA or Section 504 before that disciplinary removal is implemented.

11. The Primary Contact or designee at the Receiving District will use reasonable efforts to advise the Primary Contact at the Resident District of concerns about the Student's special education and related services expressed by the Student's parent(s) or guardian(s). Personnel at the Resident and Receiving Districts will use reasonable efforts to cooperate and resolve disagreements concerning appropriate special education and related services for the Student, implementation of the Student's then-current IEP, and any other issues that may arise.

12. All funds generated for the Student from local, state or federal funds will remain with the Resident District. The Resident District will include the Student on its Child Count. The Student's average daily membership will be credited to the Resident District.

13. The Resident District will pay the Receiving District the sum of $24,363.00 as tuition for the delivery of special education and related services to the Student provided in accordance with the requirements of IDEA. This amount includes the cost of all educational and related services that the Receiving District could reasonably anticipate based upon review of the Student's current IEP. The Receiving District will promptly provide the Resident District a detailed breakdown of the tuition amount upon request. If the IEP team amends the Student's IEP or develops another IEP that increases the cost of services to the Receiving District, the parties to this Agreement will mutually consider and negotiate any increase in the tuition amount sought by the Receiving District to cover the increased cost of services.

14. Any amounts the Receiving District receives as the result of billing Medicaid for IDEA associated services it provides to the Student during the term of this Agreement will be credited against the Resident District's tuition obligation.

15. The parties will not identify the Student as a transfer student for student information purposes.

16. This Agreement contains the entire agreement of the parties. Any changes to this Agreement will be made in writing and signed by both parties.

Signatures:

"Resident District"

Independent School District No. I029 of Cleveland County, Oklahoma, also known as Norman Public Schools

Signature: _____ Date: _____

Resident District Designee

"Receiving District"

Independent School District No. I002 of Cleveland County, Oklahoma, also known as Moore Public Schools

Signature: _____ Date: 4/16/24

Receiving District Designee

To: School Work Study (SWS) Schools (The contact person for your school)

It is time for all the school districts that have a Transition School-to-Work: School Work Study contract to sign a new contract for fiscal year 2025 (July 1, 2024 – June 30, 2025).

You are receiving this email with a new contract and the Vendor Information Form attached. **You will need to complete the "eSign", which will automatically send them back to us for our signatures.** The forms will be tracked electronically from that point.

Please complete the entire eSign. Then please review the **entire contract** and find the indicated signature block for your eSignature. Follow the instructions.

Optional: If this email has been sent to someone other than the proper signatory, you may click the hyperlink that allows you to have someone else sign, or you may download a copy of the vendor form and contract then sign and email it back in its entirety to klowry@okdrs.gov.

We must receive the completed contract and Vendor Information Form before we can process your contract. Please submit as soon as possible so there are no delays in the processing of your contract.

Remember, the "EIN number" is your Federal ID Number.

Services beginning July 1, 2024 or after may not be provided until the Award of Contract has been issued.

If you have questions about signing the contract, please communicate with Chris Compton and cc: Renee Sansom Briscoe at the Oklahoma Department of Rehabilitation Services. Their email addresses are ccompton@okdrs.gov at (405) 605-9651 and rsansom@okdrs.gov at (405) 212-7789. For SWS contract content and service questions, contact Renee Sansom Briscoe at rsansom@okdrs.gov or (405) 212-7789.

If there are planned personnel changes that affect this contract, please also provide the new information to Chris and Renee at the above email addresses.

Thank you for your help in this matter.

OKLAHOMA Rehabilitation Services

OKLAHOMA Education

The Workforce Innovation Opportunity Act (WIOA) requires the Department of Rehabilitation Services (DRS) to collect and report Measurable Skills Gains for youth.

To document these Measurable Skills Gains, Vocational Rehabilitation Counselors will need to obtain a consent form signed by a parent or the student (if they are age 18+) to then submit to your school to obtain copies of students' secondary transcripts. You can expect to receive such transcript requests at the end of each semester and should note that the signed consent forms are only good for one year.

The State Department of Education Special Education Services (OSDE-SES) and DRS request that LEAs collaborate with their local VR Counselors to establish procedures to assist VR Counselors with obtaining students' secondary transcripts and/or report cards to meet WIOA compliance.

Here are some examples of effective procedures VR counselors have shared:

1. The VR Counselor obtains a DRS release form signed by the student's parent/guardian or by the student if they are age 18+ (see example) and then provides a copy of the signed release forms to your school district. The LEA then provides the transcripts to the OKDRS/VR counselor.

    (NOTE: LEA's are encouraged to establish a set contact person(s) for the VR Counselor to send consent forms, such as the counselor's office, registrar, special education administration support staff, etc.)

2. For those students participating in School Work Study (SWS), the VR Counselor will send copies of the signed release forms and the school can provide the students' transcripts along with the SWS time sheets.

3. The VR Counselor sends out the following letter to students and encloses a self-addressed postage-paid envelope for the student to return the transcript in the mail to DRS:

    Dear [Client],

    The first (second) semester of the school year is almost over, and I hope it has been a good semester for you! I am required to document in your vocational rehabilitation your educational process each semester. Please provide DRS with a copy of your semester's grades. Please return either a high school transcript for (insert the fall or spring semester and the year) or a report card in the enclosed postage-paid envelope or email it to me at (insert counselor's email address). Please contact me if you have any questions at all. Thank you!

Thank you for your support as we work to improve outcomes for students with disabilities.

Renee Sansom Briscoe
Transition Coordinator
405-212-7789
rsansom@okdrs.gov

Lori Chesnut
Program Specialist
405-521-4802
lori.chesnut@sde.ok.gov

STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
TRANSITION SCHOOL-TO-WORK: WORK STUDY

This agreement, consisting of seventeen (17) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

Norman Public Schools
131 S. Flood
Norman OK 73069-5463

("Contractor" or "School"), and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act both provide for transition services for children with disabilities to facilitate the child's movement from school to post-school activities including employment, 20 U.S.C. § 1401(34) and 29 U.S.C. § 721(a)(11)(D); and

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized by rules promulgated by the Oklahoma Commission for Rehabilitation Services at Subchapter 7 of Chapter 10 of Title 612 of the Oklahoma Administrative Code to implement the Transition from School-to- Work Program; and

WHEREAS, in the School-to-Work program, there are many services needed. Some of these services are provided by the school under the individualized education plan (IEP) and some are provided by the Oklahoma Department of Rehabilitation Services under the individualized plan for employment (IPE). Other services may be provided by the parents, Career Tech, and others. A major component of the Transition School-to-Work program is work-readiness training and work experience. The work experience can be provided through Work Adjustment Training or the three types of Work Study Programs.

NOW THEREFORE, the parties agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2024, whichever is the latter, through June 30, 2025. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

Students eligible to participate in Work Study (School Work Study, Worksite Learning, Employer Work Study) include those:

- with documented disabilities (includes IEP, 504 Plan, or other documents), who have been determined eligible for DRS services or are on a trial work plan, as determined by the DRS counselor;
- with an approved DRS case;
- with an individualized plan for employment (IPE) in place;
- with School Work Study (SWS) as a line of service on the IPE;
- who are at least sixteen (16) years of age; and
- who are attending high school.

All students participating in Work Study shall be DRS clients.

Students participating in Work Study may do so for **no more than 24 cumulative months**, as authorized in the form of Authorization(s) for Purchase(s) provided by the DRS counselors prior to the students starting work. In order for the School to be reimbursed for wages paid to a student participating in School Work Study and/or Worksite Learning, the School must have received authorization in the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

The months do not need to be consecutive. Based on individual needs and barriers due to disability, there may be exceptions where the student requires more time to make additional progress. In that instance, the DRS counselor may authorize additional time. Summer months spent in Work Study count in the 24 cumulative months. Transportation, scheduling, administrative or family convenience, or family/individual income needs are not acceptable reasons to extend Work Study beyond 24 cumulative months.

Participating students may work **no more than 15 cumulative hours per week during the school year** (i.e., during the day, evenings, weekends, or holidays). In each of the cases described above, the students **must** be given school credit for their participation during the school day, and the School staff and the DRS counselor will provide important guidance and instructional help around the work experience. If the student works after school hours, in the evening or on weekends, the School may also choose to give the student school credit and is encouraged to do so to support earning elective credits. The School will provide staff to work with the DRS counselor in the area of transition. The School will have at least one (1) person designated to serve as the "teacher/transition coordinator". Paraprofessionals could serve as

transition coordinator or could also be assigned to help with the process and documentation. The School agrees to provide designated staff time for performing the needed duties related to transition. The School agrees to fully inform the staff responsible for carrying out the duties set forth in the Contract. This includes providing all necessary staff with a copy of the Contract.

Students wishing to continue working through the summer as part of Transition School-To-Work: Work Study may do so if the School's current contract, which expires June 30, is renewed for the following fiscal year that begins July 1st.

During the school year - The maximum number of hours worked per student that is reimbursable by the DRS **cannot** exceed 15 cumulative hours per week during the school year. The DRS will reimburse 100% of the wages paid by the School for a maximum 15 cumulative hours per week

During the summer months - The maximum number of hours worked may exceed 15 cumulative hours and no more than 20 per week for summer work only when pre-approved by the DRS counselor. The DRS will reimburse 100% of the wages paid by the School for a maximum 20 cumulative hours per week. Students may work a maximum 20 cumulative hours per week beginning with the first day of summer break. However, upon the first day back to school, the students must go back to working no more than a maximum 15 cumulative hours per week. All Child Labor Laws apply and must be adhered to.

https://www.dol.gov/general/topic/youthlabor

The School is required to continue supervising, monitoring, and reporting on students working in the School or in the community during the summer.

Paid work positions must reflect **real work/jobs** and include tasks that would normally be a function of that position. The students must be learning skills that will transfer to competitive, integrated employment in the community. Classroom instructional time does not count as work. The School must ensure that students have access to a wide variety of work/job types and must also ensure the School has enough work to cover the number of students intended to participate in the program. Examples of work/jobs within the School include, but are not limited to, the following:

- office assistant/mail clerk - deliver mail/messages, stamping, sealing, organizing, cleaning, stocking, inventory, ordering, shredding, answering phones, making ID badges, laminating, taking messages, greeting visitors;
- transportation assistant - cleaning buses inside and out, light vehicle maintenance, checking fluids, tire pressure, assisting with trip tickets, cleaning bus barn;
- teacher's aide - reading to groups/individuals, cleaning, organizing, light grading, bulletin boards, listening to students read, engage students in activities, shredding, making copies;

- custodial -operating electric floor cleaning machines, simple maintenance, taking out trash, cleaning classrooms, sanitizing, dusting lockers and trophy cases, cleaning windows, restocking bathrooms, vacuuming rugs;
- manager of sports team - scorekeeping, ordering, inventory, hauling/moving equipment, washing towels, preparing water jugs and equipment for practices and games;
- information technology assistant - using compressed air to clean computers and keyboards; replacing batteries, mice and keyboards; cleaning monitors; deliveries to students and/or teachers; organizing order tickets;
- clerk in school store or coffee/snack cart - greeting, stocking, inventory, organizing, ordering, taking orders, filling orders, taking money and making change, cleaning, making displays;
- cafeteria assistant - wiping down tables, taking out trash, loading dishes, preparing food and utensils, stocking, serving, organizing;
- library aide - greeting, accepting books, checking books out, shelving books, research, cleaning, organizing, doing displays, answering phones; and
- landscaping/maintenance - mowing, weed eating, edging, pulling weeds, cleaning up flower beds, planting flower beds, selecting flowers/plants, planting in flower beds, trimming trees/shrubs, raking and bagging leaves, picking up trash from parking lot or around school grounds, light repairs on school properties, such as replacing light bulbs, painting, exterminating pests, etc.

The same guidelines should be adhered to when selecting community placements for paid work experiences.

In the final nine (9) months of the student's Work Study (School Work Study, Worksite Learning, Employer Work Study), the student must work for an employer outside of the school or school district, unless otherwise approved by the DRS counselor.
Students may not work in their family-owned business unless approved by the DRS counselor. This includes farms and other businesses.

Upon graduation with a standard diploma and high school exit, students receiving services through the Contract must cease work on the last day of school. They may not continue participation in School Work Study and/or Worksite Learning beyond their high school departure .

A. Work Study Program

There are two types of Work Study through DRS:

1. School Work Study (SWS) allows students with disabilities to **work on the School campus**. The students are supervised or closely monitored by School personnel and the School pays the students a wage, with the **DRS making reimbursement to the School** for

that payment. The **School maintains liability** for the students while working on campus.

1. Worksite Learning allows students with disabilities to **work in the community**. The students are supervised or closely monitored by School personnel and the School pays the students a wage, with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working off campus.

B. Other Work Opportunities

This is not a Work Study through DRS:

1. Employer Work Study allows students with disabilities employment experience in **part-time jobs in the community,** with the employers paying the wages/salary(ies). In this instance, the students are employees of the community employers, **employers maintain liability**, and **the DRS does not reimburse the employers for the wages/salary(ies).**

C. Contractor's/School's Obligations

The Contractor's/School's designated teacher/transition coordinator shall:

1. be knowledgeable about the contents and requirements of the Contract;
2. have received written authorizations from the DRS counselors prior to initiating work study services for eligible students or paying for work study services rendered by eligible students (i.e., not starting a student to work before the DRS has approved in writing);
3. serve as a member of the IEP team and make decisions for job placement as a team;
4. provide information regarding the program to School personnel, students, and parents;
5. provide job readiness instruction and assistance to the students in the program prior to starting their jobs (e.g., helping them prepare for interviewing for the potential position) through transition services or five core pre-employment transition services:
    a. job exploration counseling;
    b. work-based learning experiences;
    c. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
    d. workplace readiness, including social and independent living skills; and
    e. self-advocacy, including peer mentoring.
6. support students' job placement efforts, including tracking and regular follow up with students on their progress;
7. collaborate with the DRS counselor to keep track of all students who are taking part in the program, their place of employment, job title, and the skills they are learning or practicing, at least once per semester or whenever new students join or job duties change;
8. assist with the coordination of the individualized education program (IEP) and the individualized plan for employment (IPE) to reflect the SWS services provided by DRS,

including, but not limited to, present levels of performance, services, and annual education/training or employment goals on the IEP;

1. document such transition services or pre-employment transition services provided and completed by participating students;
2. provide such documentation to the DRS counselor at the end of each semester;
3. submit (at the same time and by the 15th of the following month or whenever payroll is run by the School for their payment cycle) monthly invoices/pay stubs, time sheets, progress reports, and proof of payment to students for reimbursement of the wages paid to students participating in School Work Study and/or Worksite Learning; and
4. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to the DRS.

If claiming mileage reimbursement for the School's teacher/transition coordinator's travel to and from the job sites of participating Work Study students, the School shall submit monthly itineraries and travel claims that have been signed and verified by the School's designated signer.

D. DRS's Obligations

The DRS counselor shall:

1. provide authorization in the form of an Authorization for Purchase to the School's teacher/transition coordinator prior to the School initiating services for each eligible student participating in School Work Study and/or Worksite Learning;
2. provide a written/emailed approval to the School's teacher/transition coordinator prior to the initiation of a student's participation in Employer Work Study;
3. accept referrals, process applications, and help to organize the IEP and the IPE;
4. provide input on the IEP's employment goals, serve as a member of the IEP team, and make decisions for job placement as a team;
5. arrange work schedules to allow for meetings with School staff, the student in the program, parents, employers, and other people involved in the process;
6. organize and provide necessary services, such as, but not limited to vocational assessment & counseling and guidance;
7. provide the School's teacher/transition coordinator with updated information as it becomes available, upon request;
8. support students' job placement efforts, including tracking and regular follow up with students on their progress;
9. collaborate with the School's teacher/transition coordinator to keep track of all students who are taking part in the program, their place of employment, job title, and the skills they are learning or practicing, at least once per semester or whenever new students join or job duties change;
10. monitor students progress at job sites;
11. ensure that the School is submitting monthly timesheets, progress reports, proof of payments to students, and documentation of transition services or pre-employment transition services (as completed) on a regular basis;

1. provide reimbursement to the School for wages paid to students participating in School Work Study and/or Work Site Learning;
2. provide mileage reimbursement at the state rate for the School's teacher/transition coordinator's travel to and from job sites of students participating in School Work Study and/or Worksite Learning; and
3. provide support in assisting students graduating into Employer Work Study.

E. Student Wage

1. The DRS and the School agree that students who are employed by the School as part of a training program are not independent contractors, but employees of the School. **The** School **agrees to deduct state and federal income tax from wages paid to the student.** The School is responsible for costs incurred for workers' compensation or other expenses not included in the minimum wage reimbursed by the DRS, as part of its contribution toward providing coordinated transition services outlined in the Individuals with Disabilities Education Act (IDEA) and the Workforce Innovation and Opportunity Act (WIOA).

2. The DRS and the School further agree that **IRS regulations provide that services performed by a student who is employed by the school in which the student is enrolled are not considered "employment" for purposes of FICA (Federal Insurance Contribution Act—Social Security and Medicare) and FUTA (Federal Unemployment Tax Act—employment tax)** payroll deductions. 26 C.F.R. § 31.3121(b)(10)-2(a)(1) and § 31.3306(c)(10)-2(a). The rules provide that the services performed by the student must be incident to and for the purposes of pursuing a course of study at the School. 26 C.F.R. § 31.3121(b)(10)-2. **The DRS and the** School **agree that students who are employed by the School as part of a training program are not subject to FICA or FUTA, except as otherwise provided below.** The employee/student must be enrolled and regularly attending classes at the school where they are employed to have the status of a student within the meaning of the regulations. This exemption does not apply if the student is working for a private employer through Employer Work Study, rather than for the School as part of an internship program. *The student must be employed by the School in order for the exception to apply.* The Oklahoma Employment Security Act provides that employment as part of a work-training program is exempt from the definition of "employment" and, therefore, not subject to the Act and, therefore, should not be documented as wages paid in quarterly submissions to the Oklahoma Employment Security Commission (OESC). 40 O.S. §1-210 (15)(I). **At the end of the calendar year, students are to be provided a W-2 (Wage and Tax Statement), and <u>not</u> a 1099-Misc form for independent contractors.**

3. In order for the School to be reimbursed for wages paid to a student participating in School Work Study and/or Worksite Learning, the School must have received authorization in the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

I. <u>Compensation</u>

A. Contract Amount

The DRS shall reimburse the Contractor as follows:

- school months –the current federal minimum wage. EXEMPT from FICA and FUTA, thus should not be taken out of the student's check.
- summer months –the current federal minimum wage, plus FICA and FUTA, as summer months are NOT exempt due to the student not being enrolled at least half-time in school.

Payment shall be made upon receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services. By law the **DRS cannot pay** in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

The **DRS will cancel the Contract if procedures are not followed** (e.g., putting students to work before authorized, inappropriate job placements, delayed billing, not submitting proper documentation as outlined in the Contract). If a settlement/ratification agreement .
must be reached between the Contractor and the DRS, the Contractor will receive only 50% of the funds for which it is seeking reimbursement.

The Oklahoma State Constitution, Article 10, Section 23 states, "Balanced Budget - Procedures. The state shall never create or authorize the creation of any debt or obligation, or fund or pay any deficit, against the state, or any department, institution, or agency thereof, regardless of its form or the source of money from which it is to be paid, except as may be provided in this section and in Sections 24 and 25 of Article X of the Constitution of the State of Oklahoma."

An express or written contract is a document evidencing, among other things, the mutual consent of the contracting parties. The written document becomes effective when the parties have signified their mutual consent by the act of signing it. The act of signing occurs when it occurs and applies only to events in the future.

To ensure you stay within the law and that you receive full compensation for services provided, please wait for official written documentation from your DRS counselors as to when a service may actually begin for an approved DRS client. The DRS CANNOT backdate in order to pay for services for any youth with disabilities.

According to 70 O.S. § 5-142, school districts must conduct national criminal record background searches and fingerprinting on prospective employees. Therefore, the DRS will reimburse the School up to fifty dollars ($50.00) per DRS client who:

* is going to participate in School Work Study and/or Worksite Learning;

* is at least eighteen (18) years of age; and
* has not previously had a criminal background check completed by the school district or any other school district in Oklahoma.

This reimbursement will occur upon request and submission of properly completed documentation to the DRS counselor. If the Contractor chooses to request the expedited background check from the Oklahoma State Department of Education, the Contractor will be responsible for any additional fees beyond the fifty dollars ($50.00).

A. Payment

The State of Oklahoma has forty-five (45) days from receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/pay stubs, timesheets, progress reports, and claims shall be sent to the DRS counselor who authorized services for each DRS client. **DRS cannot reimburse wages for School Work Study and/or Worksite Learning hours that were not authorized in the form of an Authorization for Purchase provided by the DRS counselor prior to the student starting work.** The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest. Pursuant to 2 C.F.R. § 200.407(n), 2 C.F.R. § 200.441, the DRS shall not use federal funds or non-federal funds used for vocational rehabilitation (VR) match to pay interest assessed for late payments to the Contractor.

B. Lapse Of Invoices/Claims

Properly completed and approved invoices/pay stubs, timesheets, and progress reports documenting the provision of services and/or proper claims for reimbursement of travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

I. Standard Terms

A. Equal Opportunity/Non-Discrimination

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.;* Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age

Discrimination in Employment Act, 42 U.S.C. §6101 *et seq.* and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

A. Lobbying Activities

The Contractor certifies the following:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Debarment And Suspension

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs. Such certification is a material representation of fact upon which reliance is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for the Contractor's default. Additionally, the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

C. Drug-Free Workplace

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

D. Modification

The Contract may only be modified by mutual consent of the parties in writing.

E. Cancellation

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. Without Cause: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

F. Access To And Retention Of Records

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts and/or transcripts.

The Contractor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract, unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

G. Subcontracting

The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DRS. The terms of the Contract, and such additional terms as the DRS may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract.

H. Compliance With State And Federal Laws

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

A. Travel

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

B. Client Confidentiality

The Contractor assures compliance with DRS requirements pertaining to the protection, use, and release of personal information. The Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, records of evaluation, and all other records of the DRS client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

C. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

D. Audit

1. **Federal Funds**
   Organizations that expend $750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. **State Funds**
   Corporations both for-profit and non-profit, and governmental entities that receive $50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

1. **Auditor Approval and Audit Distribution**

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report, management letter (if applicable), corrective action plan to all audit findings, and the auditor's latest external quality control review report to the DRS Contracts Unit at 3535 N.W. 58th Street, Suite 300, Oklahoma City, OK 73112 or Contracts@okdrs.gov within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request for an extension to the physical address or email address listed above, citing the reason for delay. The DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if the DRS has not received the prior year audit.

E. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq*. The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

F. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers' compensation insurance.

G. Insurance

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section

throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

A. Punitive Actions

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

B. Prior DRS/State Employment

The Contractor hereby certifies that at the start of the contract period neither he/she nor, if applicable, any member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract. This term shall not apply when the Contractor is a State of Oklahoma governmental entity.

C. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007 (25 O.S. §§ 1312 and 1313) and all applicable federal immigration laws and are registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and is available at www.dhs.gov/E-Verify.

D. Contract Jurisdiction

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

E. Severability

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.

A. TikTok Ban

Pursuant to State of Oklahoma Governor's Executive Order 2022-33, no person or entity who contracts with the State of Oklahoma, including but not limited to any State agency, board, commission, or authority and agents thereof, shall download or use the TikTok application or visit the TikTok website on government networks or other State-owned or State-leased equipment.

B. Certification For Non-Boycott Of Israel Goods Or Services

Pursuant to 74 O.S. § 582, in contracts of more than $100,000, the Contractor certifies that it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State of Oklahoma, and that it will not boycott Israel during the term of the Contract.

C. Certification For Non-Boycott Of Fossil Fuel Energy Companies

In contracts of $100,000 or more and where the Contractor has 10 or more employees, the Contractor certifies that it does not currently boycott energy companies in violation of the Energy Discrimination Elimination Act of 2022 (74 O.S. § 12001 et seq.). The Contractor further certifies that it will not boycott energy companies in violation of the Act during the term of the Contract.

D. Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), strikes or labor disputes, embargoes, government orders, epidemics, pandemics or other similar events beyond the reasonable control of the party. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this clause.

If an event of Force Majeure occurs, the party injured by the other's inability to perform may elect one of the following remedies:

- to terminate the Contract in whole or in part; or

- to suspend the Contract, in whole or part, for the duration of the Force Majeure circumstances.

The party experiencing the Force Majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of Force Majeure on the injured party.

A. Termination For Funding Insufficiency

Notwithstanding anything to the contrary in any Contract document, the DRS may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, the Contractor shall be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the DRS of insufficient funding shall be accepted by and shall be final and binding on the Contractor.

B. Prohibition On Certain Telecommunications And Video Surveillance

The Contractor shall not obligate or expend funds received as payment under this contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by one of the prohibited companies as provided for at 2 C.F.R. § 200.216.

I. Signatures

For the faithful performance of the terms of the Contract, the parties hereto, in their official capacities stated, affix their signatures.

Oklahoma Department of Rehabilitation Services	Contractor
_____ Signature Date	_____ Signature Date
Kathy Lowry, CPO Print Name	_____ Print Name
Manager/Compliance Officer Title	_____ Title
	Gayle Mears 405-366-5841 Contact Person Telephone
	gmears@normanps.org Contractor's Email Address

STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
WORK PLAN

Norman Public Schools
VENDOR

Contract Number

Larry Fields has been appointed contract monitor for the above stated contract and assumes responsibility for the monitoring of all programmatic aspects of the contract, including the periodic and ongoing review of reports or other valid indications of performance. The contract monitor also assumes oversight responsibility for fiscal monitoring of said contract.

The contract monitor has been assigned the following duties:

1. monitoring services provided through the contract;
2. periodically reviewing interim reports or other indications of past contract performance;
3. monitoring contractor compliance to the requirements and specifications of the contract;
4. monitoring pre-authorization of contract services in AWARE;
5. monitoring the Oklahoma Department of Rehabilitation Services (DRS) authorizing authority's approvals for services provided through the contract;
6. monitoring the DRS authorizing authority's receiving, reviewing, approving, and submitting of invoices/claims for payment to DRS Finance – Accounts Payables (State Office);
7. If the contract number begins with 805, the contract monitor shall submit requests for additional funding to the DRS Contracts Section prior to the expenditure of funds.

All information pertinent to this contract (i.e., original contract copies, addendums, revisions, vendor correspondence, evaluations, reports, audits, compliance reviews and staff comments regarding service provision) shall be maintained in the central repository located in the DRS Contracts Section. Documentation shall be made available for review upon request by the Office of Management and Enterprise Services (OMES). Copies of invoices/claims shall be maintained in the DRS Finance Unit. Confidential DRS client information shall be maintained in the DRS client's case service file.

The services to be performed through the contract are necessary for DRS to carry out its policies, rules, and regulations regarding the provision of indicated and appropriate rehabilitation services in a timely manner leading to employment of eligible disabled individuals, per the Code of Federal Regulations (CFR), Section 261.42(a)(4).

AGREEMENT FOR EDUCATIONAL SERVICES
WITH
CROSSROADS YOUTH & FAMILY SERVICES, INC.
AND
JUNIOR LEAGUE OF NORMAN, INC.
AT
BABY STEPS

This agreement is entered into on the ____ of April, 2024, by and between the Independent School District I-29 (Norman Public Schools) of Cleveland County, Oklahoma (hereinafter referred to as District), Crossroads Youth & Family Services, Inc. (hereinafter referred to as Crossroads), and the Junior League of Norman, Inc. (hereinafter referred to as Junior League).

WITNESSETH:

WHEREAS, the District is required by state and federal departments of education regulations to provide educational services to all qualified students; and,

WHEREAS, Crossroads provides Early Head Start/early childhood education services through a federal contract with the U.S. Department of Health and Human Services in connection with the operation of the Baby Steps Program; and

WHEREAS, Junior League of Norman is responsible for providing the facility for the operation of the Baby Steps Program which includes qualified District students who are entitled to a public education and enrolled in the Baby Steps Early Head Start Program; and,

WHEREAS, the District, Crossroads and Junior League are authorized to enter into agreements for the provision of these services.

NOW, THEREFORE, the District, Crossroads and Junior League do mutually agree as follows:

1. SERVICES. District agrees to provide educational services to all qualified District students placed in the Baby Steps Program. Qualified students are defined as being Norman Public Schools students, who are expecting or have babies, who are enrolled in the Baby Steps Early Head Start Program, and who reside within the boundaries of the District. Other qualified students not enrolled in the Baby Steps Early Head Start Program may be enrolled if within the occupancy rate set by the Fire Marshall at the Baby Steps facility. District shall provide transportation for both students and their babies to and from the Baby Steps program.

2. STAFF (TEACHERS PROVIDED). The District shall provide one (1) certified teacher for the Norman Public School students at Baby Steps. Crossroads and Junior League may participate in the teacher selection process. This participation will include the interviewing

of prospective candidates and coordinating final selection with the Director of Alternative Education for District. Final selection will rest with District.

3. INSURANCE PROVISION. Crossroads agrees to maintain insurance coverage during the terms of this agreement covering the services provided by Crossroads described herein. Norman Public Schools agrees to maintain insurance coverage during the term of the agreement covering the services provided by Norman Public Schools.

4. TEACHER SALARY. The teacher salary, unemployment insurance, worker's compensation, sick leave, holidays, insurance, retirement, and all other teacher benefits, as provided other District teachers, shall be provided by District.

5. TEACHER EVALUATION. The teacher will be evaluated by a District administrator. Crossroads may provide the District administrator with information regarding the teacher's compliance with Crossroads and the Early Head Start regulations in connection with the evaluation.

6. MATERIALS. District will provide current textbooks, workbooks, teacher guides, and other resources. The District will provide a computer for the District teacher. District shall assume the responsibility for the development and supervision of curriculum that is taught to the Norman Public School students at Baby Steps.

7. DISCIPLINE. All discipline of the Norman Public School staff and students shall be in compliance with District Board of Education Policy.

8. RECORDS. The District teacher will record the enrollment, days on roll, Norman Public School student absences and withdrawals according to District Board policy. The Norman Public School Baby Steps students shall earn credit for classes in which they are enrolled in the same manner as other students within the District. Student transcripts will be maintained by the appropriate school site.

9. RULES AND REGULATIONS. The District, Junior League and Crossroads agree to comply with the requirements of the individuals with Disabilities Education Act of 1992, the Civil Rights Act of 1964, the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1992, including, but not limited to, giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, or handicap.

10. EARLY CHILDHOOD EDUCATION SERVICES. Crossroads agrees to employ qualified teachers in accordance with federal Head Start Performance Standards to provide Early Head Start/early childhood education services during the regular hours of operation of the Baby Steps Program.

11. FEDERAL HEAD START PERFORMANCE STANDARDS. District, Crossroads and Junior League agree to comply with the requirements of the Federal Head Start Performance Standards and the Improving Head Start for School Readiness Act of 2007.

12. CONFIDENTIALITY. District personnel, Crossroads personnel and Junior League personnel are required to maintain confidentiality concerning information about all students, both of the District and of Crossroads. District personnel may maintain such data or records on said students as required by federal, state, or District guidelines; however, any release of information shall be governed by Oklahoma Statutes.

13. MODIFICATIONS. The District, Crossroads and Junior League may from time to time agree on additional program parameters pertaining to the day-to-day management of the Baby Steps Program. Baby Steps Program Parameters will be agreed to in writing as a separate document from this Agreement.

14. TERM. This contract shall be for a term of one (1) year commencing on the 1st of July, 2024 and ending on the 30th of June, 2025. The contract may, by mutual consent and ratification of the parties, be renewed annually upon the same terms and conditions. In the event either party elects not to renew, then in such event, thirty (30) days written notice shall be given prior to the ending of the term. In the event District does not receive appropriated funds for the continuance of this agreement for any fiscal year after 2024-2025, the agreement may be terminated.

IN WITNESS THEREOF, District, Crossroads and Junior League have executed this agreement on the day and year written above.

BOARD OF EDUCATION
Independent District I-29

_____
President, Board of Education

ATTEST:

_____
Clerk of the Board

JUNIOR LEAGUE OF NORMAN, INC.

Jenny Dillon
_____
President

CROSSROADS YOUTH & FAMILY SERVICES, INC.

_____
Executive Director

(Updated 4/1/2024)

Independent Contractor Agreement

Between
Norman Public Schools
and
Contractor Name: Linda Parsons/PARSONS EDUCATION, LLC.

This Independent Contractor Agreement is entered into on the # day of 7-1-24 is between **Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools ("NPS")** and **Linda Parsons/PARSONS EDUCATION, LLC.**

In consideration of the mutual terms, covenants and conditions specified in this Agreement, NPS and Contractor agree as follows:

1. **Services.** Contractor agrees to provide DESCRIPTION (**"Services"**) as requested during the term of this Agreement.

2. **Requirements.** Contractor will provide a monthly written description of services to NPS.

3. **Indemnification**. Contractor agrees to indemnify and hold NPS and its agents, employees and officers harmless (including attorneys' fees, costs and expenses) against any claim, demand or action against NPS arising from Services provided by Contractor.

4. **Prior Criminal Convictions**. Contractor hereby certifies that Contractor is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippy Violent Offender Registration Act and has not been convicted in this state, the United States, or another state of any felony offense.

5. **Compensation**. NPS agrees to pay Contractor the compensation agreed upon by both parties for the Services provided. Contractor agrees and acknowledges that all invoices and applicable required documentation be submitted to NPS no later than the 10th day of the month following the month in which the Services were provided and that NPS has no obligation to forward payment to Contractor until NPS has been provided with a timely invoice. NPS shall have no obligation to Contractor as an employer for withholding and remitting taxes, insurance, FICA, etc. Contractor, and not NPS, shall be responsible for the payment of any business expenses, such as transportation costs, meals, mileage, lodging or other expenses incurred by Contractor in the provision of Services hereunder.

6. **Term and Termination.** This Agreement is effective as of the date listed above and shall continue through June 30th unless terminated earlier as provided herein. If the agreement is for more than one fiscal year, the Board must ratify the agreement by June 30 for each new fiscal year for which the parties seek continuation of the agreement. Either party may terminate this Agreement upon thirty (30) days' written notice with or without cause. The specific starting date for the delivery of Services will be mutually determined by Contractor and NPS.

7. **Independent Contractor Status**. Contractor is acting as an independent contractor and Contractor shall not be deemed to be an employee of NPS. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Contractor shall not have the authority to bind, commit or incur any liability on behalf of NPS or to otherwise act in any way as an agent or representative of NPS. In no event will Contractor be entitled to employee benefits or workers compensation coverage from NPS.

8. **Force Majeure**. Neither party shall be responsible for any failure or delay in the performance of any

obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

9. **Miscellaneous**. This agreement embodies the entire agreement and understanding between NPS and Contractor relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA

By: _____

Title: _____
NPS Board of Education

Date: _____

CONTRACTOR:

By: Linda Parsons

Title: Certified Educational Consultant

CONSENT FORM

For Sale of Product at Wal-Mart Stores

School Granting Consent Norman Public Schools
Address 131 S. Flood
City, State Zip Norman, OK 73069

Dear Administrator,

This consent form confirms that you are granting Wal-Mart Stores, Inc. the non-exclusive right to sell Apparel which bears your school name and logos (including Trademarks and/or Copyrighted Material) at Store Nos. _____, _____ and _____ (store numbers will be filled in by Cotton Gallery)

For good and valuable consideration, including the promotion of school spirit, community pride, goodwill and royalty payments receipt of which is acknowledged, you hereby grant Wal-Mart the non-exclusive right and Cotton Gallery, Ltd., the license to manufacture and/or sell Apparel bearing your school name and logos (including Trademarks or Copyrighted Material.) The Cotton Gallery will pay the school named above an 8% royalty on the gross sale price of the item sold. The royalty shall be paid on a quarterly basis. The quality of such Apparel shall be high. Such right will continue until December 31, 2025 and can only be extended beyond 2025 with permission from Norman Public Schools.

The school may upon official written notice cancel this contract effective 30 days after the date of the written notice during the term of this agreement.

Please take a moment to fill in the blanks below:
School colors Cotton Gallery has on file
School mascot "

Sincerely,
Michael B. Stromert
President-Cotton Gallery Ltd.
799 44th St
Marion, IA 52302
Phone: 1-800-211-9321

Please indicate your agreement by signing below.

By: Cindy Nashert (signature) Cindy Nashert (print)
Its: Board President (title) Date: 4-11-22
Phone number: _____
Email: _____

Please fax back to 319-377-6747 or scan and email to ehubbell@cottongallery.com.

Renewing for 24-25"
Eric Hubbell 3/19/24
E Hubbell

CONSENT FORM

For Sale of Product

Granting Consent: **ISD #29 of Cleveland County, OK d/b/a Norman Public Schools**
Address: **131 South Flood**
City, State, Zip: **Norman, OK 73069**

This consent form confirms that you are granting various stores the nonexclusive right to sell Apparel which bears your school name and logos (including Trademarks and/or Copyrighted Material). For good and valuable consideration, including the promotion of school spirit, community pride, goodwill, and royalty payments receipt of which is acknowledged, you hereby grant the nonexclusive right and Ohiopyle Prints, Inc., the license to manufacture and/or sell Apparel bearing your school name and logos (Including Trademarks or Copyrighted Material), provided that these stores and Ohiopyle Prints, Inc use official school logos, in a manner consistent with community standards for decency and that the quality of the apparel shall be high. Ohiopyle Prints, Inc. will pay the school district named above an 8% royalty of the gross sale price of the items sold, minus any discounts and returned merchandise, and provide supporting documentation with the quarterly payments, which is to include the amount and type of merchandise sold and the gross sales prices of the merchandise sold. The royalty shall be paid on a quarterly basis commencing on or before June, 2014. Provided that Ohiopyle Prints, Inc. maintains its contractual relationship with the various stores in Cleveland County, Oklahoma, such right granted to Ohiopyle Prints, Inc. by ISD #29 of Cleveland County, OK d/b/a/ Norman Public Schools will continue through June 30, 2014 and can only be extended beyond that date with permission from ISD #29 of Cleveland County, OK d/b/a/ Norman Public Schools.

The District may upon official written notice, given to Ohiopyle Prints, Inc. by certified mail, cancel this contract effective 30 days after the date of the written notice during the term of this agreement.

Norman Public Schools

Signature: Linda Sexton
Name: LINDA SEXTON
Title: PRESIDENT
Date: 5/5/14

Ohiopyle Prints, Inc

Signature: Trina Lowry
Name: Trina Lowry
Title: CFO
Date: 4-29-14

Renewing for FY23
Signature
Date 4-6-22

Renewing for FY 24
Signature
Date 3-24-24

CONSENT FORM

For Sale of Product at Local Retailers

School District Granting Consent:
ISO #29 of Cleveland County, OK d/b/a Norman Public Schools
131 South Flood
Norman, OK 73069

Dear Administrator,

This consent form confirms that you are granting local retailers the nonexclusive right to sell apparel which bears your school name and logos (including Trademarks and/or Copyrighted Material) at local retailers. For good and valuable consideration, including the promotion of school spirit, community pride, goodwill, and royalty payments receipt of which is acknowledged, you hereby grant local retailers the non-exclusive right and Pel Industries, Inc., the license to manufacture and/or sell apparel bearing your school name and logos (including Trademarks or Copyrighted Material), provided that local retailers and Pel Industries, Inc. use official school logos in a manner consistent with community standards for decency and that the quality of the apparel shall be high. Pel Industries, Inc. will pay the school district named above an 8% royalty on the net sales price of the items sold and provide supporting documentation with the quarterly payments, which is to include the amount and type of merchandise sold and the net sales price of the merchandise sold. The royalty shall be paid on a quarterly basis. Provided that Pel Industries, Inc. maintains its contractual relationship with the local retail stores in Cleveland County, Oklahoma, such right granted to Pel Industries, Inc., by ISO #29 of Cleveland County, OK d/b/a Norman Public Schools will continue through June 30, 2025 and can only be extended beyond that date with pemlission from ISD#29 of Cleveland County, OK d/b/a Norman Public Schools.

The district may upon official written notice, given to Pel Industries, Inc., by certified mail, cancel this contract effective 30 days after the date of the written notice during the term of this agreement.

Sincerely,

Chris Dubbell
President
Pel Industries, Inc.
2001 Town West Drive
Rogers, AR 72756

Please indicate your agreement by signing below

By: Laura Mills (Signature)

Laura Mills (Print)

Sales Manager (Title)

3/21/24 Dated

Approved on the _____ day of _____. 20 ____ by the Norman Board of Education ISD #29 of Cleveland County, Oklahoma.

By _____
President

ATTEST

_____
Clerk of the Board

May 12, 2022

School District Granting Consent
ISD #29 of Cleveland County
d/b/a Norman Public Schools
131 South Flood
Norman, OK 73060

Enclosed is our consent form allowing Rally House to manufacture and sell product for Norman public high schools. If you could please contact me upon approval of this application and next steps in the process it would be greatly appreciated.

Our new store is located at: 1510 24th Ave NW A101, Norman, OK 73069

Sincerely,

Jeff Grantham
Director of Licensing
(913) 221-3829
jgrantham@rallyhouse.com

PUBLIC SCHOOLS

CONSENT FORM

For Sale of Product at Local Retailers

School District Granting Consent:
ISD #29 of Cleveland County, OK d/b/a Norman Public Schools
131 South Flood
Norman, OK 73069

Dear NPS Administrator,

This consent form confirms that you are granting local retailers the nonexclusive right to sell apparel which bears your school name and logos (including Trademarks and/or Copyrighted Material) at local retailers. For good and valuable consideration, including the promotion of school spirit, community pride, goodwill, and royalty payments receipt of which is acknowledged, you hereby grant local retailers the non-exclusive right and RALLY HOUSE the license to manufacture and/or sell apparel bearing your school name and logos (including Trademarks or Copyrighted Material), provided that local retailers and RALLY HOUSE use official school logos in a manner consistent with community standards for decency and that the quality of the apparel shall be high. RALLY HOUSE will pay the school district named above an 8% royalty on the gross sales price of the items sold and provide supporting documentation with the quarterly payments, which is to include the amount and type of merchandise sold and the net sales price of the merchandise sold. The royalty shall be paid on a quarterly basis. Provided that RALLY HOUSE maintains its contractual relationship with the local retail stores in Cleveland County, Oklahoma, such right granted to RALLY HOUSE by ISD #29 of Cleveland County, OK d/b/a Norman Public Schools will continue through June 30, 2024 and can only be extended beyond that date with permission from ISD#29 of Cleveland County, OK d/b/a Norman Public Schools.

The district may upon official written notice, given to RALLY HOUSE by certified mail, cancel this contract effective 30 days after the date of the written notice during the term of this agreement.

Sincerely,

Jeff Grantham
Director of Licensing
Rally House

Rally House
9750 Quivira Street
Lenexa, KS 66215

Please indicate your agreement by signing below.

By: Jeff Grantham (signature) _____

Director of Licensing (title) Dated: 5/4/2022

Approved on the 13 day of June, 2022, by the Norman Board of Education ISD #29 of Cleveland County, Oklahoma.

By: _____
President, Board of Education

ATTEST:

_____
Clerk of the Board

Approved to ratify for 2024-2026 on March 25, 2024. _____

CRAWFORD & ASSOCIATES P.C.

April 9, 2024

Mr. Tyler Jones, CPA
Chief Financial Officer
Independent School District 29 of Cleveland County, Oklahoma d/b/a Norman Public Schools
131 South Flood Avenue
Norman, OK 73069

Dear Mr. Jones:

Crawford & Associates, P.C. is pleased that the Independent School District 29 of Cleveland County, Oklahoma d/b/a Norman Public Schools (hereafter Norman Public Schools) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the Norman Public Schools management and governing body.

We are prepared to provide a full range of accounting and consulting services to the Norman Public Schools contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the Norman Public Schools are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

Preparation of Annual Financial Statements - Government-Wide Financial Statements and Notes to the Financial Statements only

T: 405-691-5550
F: 405-691-5646 | W: www.crawfordcpas.com
E: info@crawfordcpas.com | 10308 Greenbriar Place, Oklahoma City, OK 73159

General Accounting and Advisory Assistance

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare certain portions of the annual financial statements of the financial reporting entity of the Norman Public Schools as of and for the year ended June 30, 2024. Such financial statements will include:

a. Government-wide Financial Statements, including notes to the financial statements

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare those portions of the annual financial statements identified above in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare those certain portions of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare those certain portions of the financial statements in accordance with SSARSs:

a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements

b. The prevention and detection of fraud

c. To ensure that the entity complies with the laws and regulations applicable to its activities

d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,

ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and

iii. Unrestricted access to persons within the Norman Public Schools of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President $265
- Shareholders $180
- Senior Managers $160
- Managers $140
- Senior Professional Staff $120
- Professional Staff $80
- Clerical Staff $50

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we estimate that the fees for the services anticipated at this time, as defined in the Scope of Services section of this letter, will be approximately $9,000.

The term of this engagement is from July 1, 2024 through June 30, 2025. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to a long-term professional relationship with the Norman Public Schools.

Respectfully submitted and agreed to by,

Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the Norman Public Schools:

By: _____

Title: _____

Date: _____

EideBailly

CPAs & BUSINESS ADVISORS

April 4, 2024

To the Board of Education
Norman Independent School District No. 29
Norman, OK

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Norman Independent School District No. 29 (the District) as of June 30, 2024 and for the year then ended, and the related notes to the financial statements, which collectively comprise Norman Independent School District No. 29's basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards , if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1) Management's Discussion and Analysis
2) Budgetary comparison schedules for the general fund and major special revenue funds
3) Schedule of proportionate share of net pension liability
4) Schedule of proportionate share of net OPEB liability/asset
5) Schedule of employer contributions – pension
6) Schedule of employer contributions – OPEB

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1) Schedule of expenditures of federal awards
2) Combining nonmajor fund statements
3) Statement of changes in assets and liabilities – all activity funds

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide and opinion or any assurance on that information:

1) Budgetary comparison for nonmajor special revenue funds
2) Schedule of accountant's professional liability insurance affidavit
3) Schedule of surety bond coverage

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with Government Auditing Standards, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements , whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of control.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the Board of Education of the Norman Independent School District No. 29. We cannot provide assurance that any unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and, in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;

13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit; and
    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Completion of the auditee's portion of the Data Collection Form

We will not assume management responsibilities on behalf of the District. The District's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. Our firm will advise the District with regard to tax positions taken in the preparation of the tax return, but the District must make all decisions with regard to those matters.

Fees and Timing

Vanessa Dutton is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in late September 2024.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will be between $57,000 and $62,000 and a technology fee and including 2 major programs and will charge $8,000 to $10,000 (depending on complexity) for any other major programs over the initial two programs. We also anticipate a financial statement preparation fee between $3,000 and $6,000 (depending if new standards are needed). We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee

estimate. Whenever possible, we will attempt to use the District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.
Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of Education the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Oklahoma City, Oklahoma. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Oklahoma law. Any unresolved Dispute shall be submitted to a federal or state court located in Oklahoma City, Oklahoma, or Cleveland County District Court in Norman, Oklahoma.

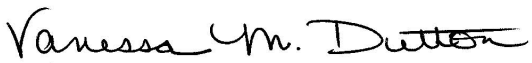
ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



_____
Vanessa M. Dutton, CPA
Audit Partner

****

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Norman Independent School District No. 29 by:

Name: _____

Title: _____President, NPS Board of Education _____

Date: _____

Dr. Nick Migliorino, Superintendent
Norman Public Schools
131 South Flood Avenue
Norman, OK 73069

We are pleased to confirm our acceptance and understanding of the services we are to provide for the year ended June 30, 2024.

You have requested that we prepare the prescribed financial statements for the sinking fund of Independent School District No. 29, Cleveland County , Oklahoma a/k/a Norman Public Schools for the year ended June 30, 2024 and the 2024-2025 Estimate of Needs in the form prescribed by Oklahoma State Auditor and Inspector in accordance with the requirements prescribed by the Office of the Oklahoma State Auditor and Inspector per 68 OS 3003.B as defined by the rules promulgated by the Oklahoma State Department of Education per 70 OS 5-134.1D., and perform a compilation engagement with respect to those prescribed forms, estimate of needs and publication sheet forms.

Our Responsibilities

The objective of our engagement is to—

1) prepare prescribed forms, estimate of needs and publication sheet forms for the sinking fund in accordance with the format prescribed by Oklahoma State Auditor and Inspector and in accordance with the requirements prescribed by the Office of the Oklahoma State Auditor and Inspector per 68 OS 3003.B as defined by the rules promulgated by the Oklahoma State Department of Education per 70 OS 5-134.1D., based on information provided by you, and

2) apply accounting and financial reporting expertise to assist you in the presentation of prescribed forms, estimate of needs and publication sheet forms for the sinking fund without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the format prescribed by Office of the Oklahoma State Auditor and Inspector and the rules promulgated by the Oklahoma State Department of Education per 70 OS 5-134.1D.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the District or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare prescribed forms, estimate of needs and publication sheet forms in accordance with the format prescribed by Oklahoma State Auditor and Inspector and in accordance with the requirements prescribed by the Office of the Oklahoma State Auditor and Inspector per 68 OS 3003.B as defined by the rules promulgated by the Oklahoma State Department of Education per 70 OS 5-134.1D and assist you in the presentation of the information in accordance with the format prescribed by Office of the Oklahoma State Auditor and Inspector and as defined by the rules promulgated by the Oklahoma State Department of Education You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1) The selection of the format prescribed by Office of the Oklahoma State Auditor and Inspector and accounting principles defined by the rules promulgated by the Oklahoma State Department of Education as the financial reporting framework to be applied in the preparation of financial statements.
2) The preparation and fair presentation of financial statements in accordance with the format prescribed by the Office of the Oklahoma State Auditor and Inspector and accounting principles defined by the rules promulgated by the Oklahoma State Department of Education.
3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
4) The prevention and detection of fraud.
5) To ensure that the District complies with the laws and regulations applicable to its activities.
6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
7) To provide us with—
    - access to all information of which you are aware that is relevant to the fair presentation of the financial statements, such as records, documentation, and other matters.
    - additional information that we may request from you for the purpose of the compilation engagement.
    - unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skill, knowledge, and experience to oversee our services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the prescribed financial statements, estimate of needs and publication sheet forms and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the financial statements are presented in a prescribed form in accordance with the requirements of prescribed by Office of the Oklahoma State Auditor and Inspector and accounting principles defined by the rules promulgated by the Oklahoma State Department of Education and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

Other Relevant Information

Mary E. Johnson is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services will be $2,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoice for these fees are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign and return a copy to us.

Sincerely,

Mary E. Johnson

Mary E. Johnson, CPA

This letter correctly sets forth the understanding of Independent School District No. 29, Cleveland County , Oklahoma:

Signature:_____

Title: President, NPS Board of Education

Date: _____

DocuSign Envelope ID: 74856954-68E5-4FE7-BBEE-E1F31B63698B

FIFTH AMENDMENT TO
OKLAHOMA PURCHASING CARD AGREEMENT

THIS FIFTH AMENDMENT (the "Amendment") to Oklahoma Purchasing Card Agreement (as amended, supplemented, restated, or replaced from time to time, the "Agreement") dated as of September 15, 2010, between JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank") and Independent School District Number 1 of Tulsa County ("Client") is made as of November 17, 2022 (the "Execution Date") and is effective as of July 1, 2022 (the "Effective Date").

In consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, Bank and Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. **Acknowledgment.** The Parties hereto acknowledge and agree that the term of the Agreement shall be renewed for five (5) years from the Effective Date of this Amendment. Thereafter, the Agreement shall be renewed automatically for successive one (1) year terms unless either Party terminates in accordance with the terms of the Agreement.

3. **Amendment.** The following is hereby added as a new Section 7.F of the Agreement:

   F. Receipt Image Services. For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order to make Receipt Images available through the System, Client shall first attach to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Images will be made available online through the System for a maximum of thirty-six (36) months ("**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

4. **Amendment.** A new Section 17.O is hereby added to the Agreement as follows:

   O. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

5. **Amendment.** The notice Section of the Agreement is hereby amended as follows:

   All notices and other communications required or permitted to be given under this Master Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, through internet sites, or by such other means as the Client and the Bank may agree upon from time to time, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Client and the Bank agree upon from time to time.

6. **Exhibit B-1.** Exhibit B-1 to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit B-1 in the form attached hereto as Exhibit B-1.

7. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each Party hereto may execute this Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Execution Date.

JPMORGAN CHASE BANK, N.A.

By Laura I. Green
07150C08D0B0442...

Name Laura I. Green

Title Vice President

Client Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Amendment. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Amendment and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA COUNTY

By

Name Stacey Woolley

Title Board of Education President

APPROVED AS TO FORM
TPS Staff Attorney

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Client Attestation: The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Amendment and that the person signing above on behalf of Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Amendment. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By Rachael Vejraska (Dec 2, 2022 14:25 CST)

Name Rachael Vejraska

Title Director Materials Management

APPROVED AS TO FORM
TPS Staff Attorney

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

EXHIBIT B-1
FEES & INCENTIVES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

"**Average File Turn**" has the meaning given to it in Section 3.A.i.

"**Combined Net Charge Volume**" means the sum of U.S. Net Charge Volume and U.S. Net Virtual Card Charge Volume.

"**Combined Total Charge Volume**" means the sum of U.S. Total Charge Volume and U.S. Total Virtual Card Charge Volume.

"**Contract Year**" means a 12-month period beginning on the Effective Date of this Amendment or any anniversary of such date.

"**Credit Losses**" means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

"**Discount Interchange Rate Transactions**" means Transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or a Supplier Fee below 2.00%. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions.

"**Discount Interchange Rate Transaction Volume**" means total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on either the interchange rate or Supplier Fee of each transaction as follows:

- "**Discount Interchange Transaction Volume Category 1**" covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee at or above 1.00% (interchange rate or Supplier Fee from 1.00% - 1.99%).
- "**Discount Interchange Transaction Volume Category 2**" covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00% (interchange rate or Supplier Fee from 0.00% - 0.99%).

"**Fraudulent Transactions**" means Transactions made on a Card or Account by a person, other than Participant or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Participant receives no direct or indirect benefit.

"**J.P. Morgan Virtual Connect Network**" means Bank's proprietary payments technology platform to which merchants may register to receive payment from Participant in connection with Participant's Program(s).

"**Participant**" means a government, non-for-profit or private university entity located in the State of Oklahoma that is accepted and approved by Bank to participate in the Oklahoma Payment Card Consortium and, solely for purposes of this Exhibit B-1, the Client.

"**Settlement Terms**" means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

"**Supplier Fee**" or "**Merchant Transaction Fee Rate**" means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Participant for Transactions made through the J.P. Morgan Virtual Connect Network.

"**U.S. Net Charge Volume**" means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume or U.S. Net Virtual Card Charge Volume.

"**U.S. Net Virtual Card Charge Volume**" means total charges made on any and all U.S. dollar issued Virtual Card Accounts, net of returns, cash advances and Fraudulent Transactions. U.S. Net Virtual Card Charge Volume does not include any Discount Interchange Rate Transaction Volume.

"**U.S. Total Charge Volume**" means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Corporate Card, U.S. Purchasing Card, and U.S. One Card Program(s).

"**U.S. Total Virtual Card Charge Volume**" means the sum of U.S. Net Virtual Card Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Virtual Card Account Program(s).

2. REBATES

A. Volume Rebate

Bank will pay each Participant a rebate based on the annual Combined Total Charge Volume of all Participants and the individual Participant's Combined Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual individual Participant's Combined Net Charge Volume, subject to the rebate adjustments below.

OKLAHOMA PAYMENT CARD CONSORTIUM							
Combined U.S. Purchasing Card, U.S. Corporate Card, U.S. One Card and U.S. Virtual Card Programs*							
Annual Combined Total Charge Volume of All Participants:	Individual Participant's Annual Combined Total Charge Volume						
	$250,000	$1,000,000	$2,500,000	$5,000,000	$10,000,000	$15,000,000	$20,000,000
$1	1.06%	1.70%	1.80%	1.85%	1.90%	1.95%	1.98%
$75,000,000	1.11%	1.85%	1.95%	2.00%	2.05%	2.10%	2.13%
$100,000,000	1.14%	1.88%	1.98%	2.03%	2.08%	2.13%	2.16%
$125,000,000	1.15%	1.89%	1.99%	2.04%	2.09%	2.14%	2.17%
$150,000,000	1.16%	1.90%	2.00%	2.05%	2.10%	2.15%	2.18%
$200,000,000	1.17%	1.91%	2.01%	2.06%	2.11%	2.16%	2.19%
$250,000,000	1.18%	1.92%	2.02%	2.07%	2.12%	2.17%	2.20%
$300,000,000	1.19%	1.93%	2.03%	2.08%	2.13%	2.18%	2.21%

*The above rebate grid is based on 29 Average File Turn Days

B. Discount Interchange Rate Transaction Rebate

Should an individual Participant achieve the minimum annual Combined Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay the Participant a rebate based on the individual Participant's annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the individual Participant's annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

Discount Interchange Rebate Rate for Combined U.S. Purchasing Card, U.S. Corporate Card, U.S. One Card and U.S. Virtual Card Programs Volume							
Annual Combined Total Charge Volume of All Participants:	Individual Participants Annual Combined Total Charge Volume						
	$250,000	$1,000,000	$2,500,000	$5,000,000	$10,000,000	$15,000,000	$20,000,000
Category 1	1.00%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%
Category 2	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%

3. REBATE ADJUSTMENTS

A. Average File Turn Adjustment

I. For purposes of this Section 3.A.I, "Average File Turn" means the annual average outstanding (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Charge, multiplied by 365.

The Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Participant's Program(s) over a Contract Year ("Average File Turn Adjustment").

If Participant's actual Average File Turn for such Program(s) is less than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the actual Average File Turn for such Program(s) is greater than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.

ii. If Participant's actual Average File Turn under Section 3.A.i is greater than 45 days, Participant will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. Interchange Rate or Supplier Fee Adjustment
In the event of a reduction in either interchange rates by the Credit Card Networks or Supplier Fee, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS

A. Annual Rebates
i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by Participant and authenticated by Bank. Payment is contingent upon Bank receiving Participant's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.

ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Participant shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Participant is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Participant a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.
i. Participant is not in default under the Agreement at the time of rebate calculation and payment.
ii. Account(s) must be current at the time of rebate calculation and payment.
iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).

5. SETTLEMENT TERMS

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 14 for the U.S. Purchasing Card, U.S. Corporate Card and U.S. One Card Program(s) unless otherwise agreed in writing in the Agreement or Participation Agreement and signed by both parties. Participants have the option to select the following Settlement terms for all programs in their Participation Agreement: 30 & 25, 30 & 14, 30 & 7, 14 & 14 and 14 & 7.

6. FEES

A. United States

The following are the fees associated with U.S. Purchasing Card, U.S. Corporate Card, and U.S. One Card Program(s) implemented on Banks 1845, 2234, 2237 & 8221:

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: None Individual bill: $15 late fee at the end of the first cycle
Delinquency/Finance charge	Central bill: Prime + 2.0% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle. Individual bill: Prime + 6.4% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle.
International transaction	1% surcharge
Standard card	$0.00

ADDITIONAL SERVICES AND FEES	
Cash advances	2.0% of amount advanced ($3.00 minimum with no maximum)
Executive card	$75 annual fee per card
Corporate card rewards	A rewards program annual fee of $75 will be assessed to each Cardholder's commercial card account. The annual fee will be divided as follows: $35 dollars will cover Bank's administrative costs and the remaining $40 will be put into the Client's redemption pool. Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. Client's "Rewards Program Redemption Expenses" will be deducted from Client's redemption pool and are defined as and calculated on the full monetary value of the item(s) the points are redeemed for and not the amount of points used by Cardholders. If the Rewards Program Redemption Expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "Excess Redemption Expenses"), the Excess Redemption Expenses will be deducted from Client's rebate. If the rebate earned is not sufficient to cover the Excess Redemption Expenses, Bank will invoice the Client for the Excess Redemption Expenses. The Client shall pay such invoice within 14 days of receipt.

If Participant requests services not listed in this schedule, Participant agrees to pay the fees associated with such services.

B. **United States**

The following are the fees associated with (i) U.S. Purchasing Card, U.S. Corporate Card, and U.S. One Card Program(s) implemented on all Banks not listed in (A) above and (ii) all U.S. Virtual Card Program(s):

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Standard card	$0.00

ADDITIONAL SERVICES AND FEES	
Cash advances	2.5% of amount advanced ($2.50 minimum with no maximum)
Convenience check	2% of check amount ($1.50 minimum with no maximum)
Executive card	$75 annual fee per card
Corporate card rewards	A rewards program annual fee of $75 will be assessed to each Cardholder's commercial card account. The annual fee will be divided as follows: $35 dollars will cover Bank's administrative costs and the remaining $40 will be put into the Client's redemption pool. Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. Client's "Rewards Program Redemption Expenses" will be deducted from Client's redemption pool and are defined as and calculated on the full monetary value of the item(s) the points are redeemed for and not the amount of points used by Cardholders. If the Rewards Program Redemption Expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "Excess Redemption Expenses"), the Excess Redemption Expenses will be deducted from Client's rebate. If the rebate earned is not sufficient to cover the Excess Redemption Expenses, Bank will invoice the Client for the Excess Redemption Expenses. The Client shall pay such invoice within 14 days of receipt.

If Participant requests services not listed in this schedule, Participant agrees to pay the fees associated with such services.

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FOURTH AMENDMENT TO OKLAHOMA PURCHASING CARD AGREEMENT

THIS FOURTH AMENDMENT (the "Amendment") to Oklahoma Purchasing Card Agreement (as amended, supplemented, restated, or replaced from time to time, the "Agreement") dated as of September 15, 2010, between JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank") and Independent School District Number 1 of Tulsa County ("Client") is made as of July 10th, 2018 and is effective as of July 1, 2018 (the "Effective Date").

In consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, Bank and Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. **Acknowledgment.** The parties hereto acknowledge and agree that the term of the Agreement shall be renewed for four (4) years from the Effective Date of this Amendment. Thereafter, the Agreement may be renewed for one (1) year terms upon written agreement by both parties.

3. **Amendment.** Section 4.B of the Agreement is hereby deleted in its entirety and replaced with the following:

   The Client shall immediately notify Bank by phone of any Card or Account that Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. "Fraudulent Transactions" means transactions made on a Card or Account by a person, other than the Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

   i. Liability for Fraudulent Transactions Following Notification. Notwithstanding anything to the contrary contained herein, Client shall not be liable for any Fraudulent Transactions occurring on a Card or Account after the effective time of such notification to Bank of such Fraudulent Transaction.

   ii. Liability for Fraudulent Transactions Prior to Notification. Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions occurring on a Card or Account prior to the effective time of such notification to Bank of such Fraudulent Transactions.

   iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate its Program in accordance with Bank's fraud reduction best guidelines as set forth below:

      a. Client to block required high risk MCC's identified by Bank and presented to Client;
      b. Client to maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
      c. Client to comply with all other guidelines as Bank may reasonably require from time to time.

   If Client fails to comply with its obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (1) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (2) deduct the amount of such Fraudulent Transaction amount from Client's rebate.

4. **Amendment.** The "To the Bank" notice addresses in Section 15 of the Agreement and Section 4 of the Participation Agreement are hereby deleted in their entirety and replaced with the following:

   JPMorgan Chase Bank, N.A.
   10 South Dearborn Street
   Mail Code: IL1-0286
   Chicago, Illinois 60603-2300
   Attn: Commercial Card Legal

5. **Exhibit B-1.** Exhibit B-1 to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit B-1 in the form attached hereto as Exhibit B-1.

6. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

IN WITNESS WHEREOF, the Bank and Client have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By _____

Name Judy Mischel

Title Executive Director
Commercial Card

Date 7-10-2018

Client Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Amendment. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Amendment and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

INDEPENDENT SCHOOL DISTRICT
NUMBER 1 OF TULSA COUNTY

By _____

Name Suzanne Schreiber

Title Board President

Date 7/6/2018

APPROVED AS TO FORM

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Client Attestation: The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Amendment and that the person signing above on behalf of Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Amendment. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By _____

Name [illegible]

Title [illegible]

Date 7/10/18

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

EXHIBIT B-1
FEES & INCENTIVES

1. DEFINITIONS. Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

"Average File Turn" has the meaning given to it in Section 3.A.

"Combined Large Ticket Transaction Volume" means the sum of U.S. Large Ticket Transaction Volume and U.S. Single-Use Large Ticket Transaction Volume.

"Combined Net Charge Volume" means the sum of U.S. Net Charge Volume and U.S. Net Single-Use Charge Volume.

"Combined Total Charge Volume" means the sum of U.S. Total Charge Volume and U.S. Total Single-Use Charge Volume.

"Contract Year" means a 12-month period beginning on the Effective Date of this Amendment or any anniversary of such date.

"Credit Card Network" or "Network" means either MasterCard International, Inc. or Visa U.S.A., Inc.

"Credit Losses" means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

"Fraudulent Transactions" means Transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

"Large Ticket Transaction" means a Transaction that the Credit Card Networks have determined qualifies as a large ticket transaction.

"Participant" means a government, non-for-profit or private university entity located in the State of Oklahoma that is accepted and approved by Bank to participate in the Oklahoma Purchasing Card Consortium and, solely for purposes of this Exhibit B-1, the Client.

"Settlement Terms" means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

"U.S. Large Ticket Transaction Volume" means total Large Ticket Transactions made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Large Ticket Transaction Volume does not include U.S. Single-Use Large Ticket Transaction Volume.

"U.S. Net Charge Volume" means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Net Charge Volume does not include U.S. Large Ticket Transaction Volume, U.S. Net Single-Use Charge Volume, or U.S. Single-Use Large Ticket Transaction Volume.

"U.S. Net Single-Use Charge Volume" means total charges made on any and all U.S. dollar issued Single-Use Accounts, net of returns, cash advances, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Net Single-Use Charge Volume does not include U.S. Single-Use Large Ticket Transaction Volume.

"U.S. Single-Use Large Ticket Transaction Volume" means total Large Ticket Transactions made on any and all U.S. dollar issued Single-Use Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules.

"U.S. Total Charge Volume" means the sum of U.S. Net Charge Volume and U.S. Large Ticket Transaction Volume.

"U.S. Total Single-Use Charge Volume" means the sum of U.S. Net Single-Use Charge Volume and U.S. Single-Use Large Ticket Transaction Volume.

2. **REBATES**

A. Volume Rebate
Bank will pay each Participant a rebate based on the annual Combined Total Charge Volume of all Participants and the individual Participant's Combined Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual Individual Participant's Combined Net Charge Volume, subject to the rebate adjustments below.

Combined U.S. Purchasing Card, U.S. Corporate, U.S. One Card and U.S. Single-Use Account Programs*						
Annual Combined Total Charge Volume of all Participants	Individual Participant's Annual Combined Total Charge Volume					
	$20,000,000	$15,000,000	$10,000,000	$5,000,000	$1,000,00	$1
$1	1.81%	1.69%	1.67%	1.66%	1.64%	0.95%
$75,000,000	1.76%	1.74%	1.72%	1.70%	1.69%	1.00%
$100,000,000	1.79%	1.77%	1.75%	1.73%	1.72%	1.02%
$125,000,000	1.80%	1.78%	1.76%	1.74%	1.73%	1.04%
$150,000,000	1.81%	1.79%	1.77%	1.76%	1.74%	1.06%
$200,000,000	1.82%	1.80%	1.78%	1.76%	1.75%	1.07%
$250,000,000	1.83%	1.81%	1.79%	1.77%	1.76%	1.08%
$300,000,000	1.84%	1.82%	1.80%	1.78%	1.77%	1.09%

*The above rebate grid is based on 29 Average File Turn days.

B. Large Ticket Rebate
Bank will pay each Participant a rebate based on that Individual Participant's annual Combined Large Ticket Transaction Volume. The rebate will be calculated as the Large Ticket Rebate Rate (as determined according to the following schedule) multiplied by the Individual Participant's annual Combined Large Ticket Transaction Volume, subject to the rebate adjustments below.

U.S. Purchasing Card, U.S. Corporate, U.S. One Card and U.S. Single-Use Account Programs	
Large Ticket Rebate Rate @ 29 Average File Turn days	0.70%

3. **REBATE ADJUSTMENTS**

A. Average File Turn Adjustment

i. For purposes of this Section 3.A, "Average File Turn" means the annual average outstanding balance (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Charge Volume, multiplied by 365.

The Volume Rebate Rate and Large Ticket Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a Contract Year ("Average File Turn Adjustment").

ii. If the Participant's actual Average File Turn is less than 29, the Volume Rebate Rate and Large Ticket Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the Participant's actual Average File Turn is greater than 29, the Volume Rebate Rate and Large Ticket Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.

iii. If the Participant's actual Average File Turn under Section 3.A is greater than 45 days, that Participant will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. Interchange Rate Adjustment
In the event of a reduction in interchange rates by the Credit Card Networks, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS

A. Annual Rebates
   I. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by the Participant and authenticated by Bank. Payment is contingent upon Bank receiving the Participant's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.

   II. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, the Participant shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If the Participant is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay a Participant a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.
   I. The Participant is not in default under the Agreement at the time of rebate calculation and payment.
   II. Account(s) must be current at the time of rebate calculation and payment.
   III. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).

5. SETTLEMENT TERMS

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 14 for the U.S. Purchasing Card, U.S. Corporate Card, U.S. One Card and U.S. Single-Use Account Programs unless otherwise agreed to in writing in the Agreement or Participation Agreement and signed by both parties. Participants have the option to select the following Settlement Terms for all Programs in their respective Participation Agreements: 30 & 25, 30 & 14, 30 & 7, 14 & 14 or 14 & 7.

6. FEES

A. The following are fees associated with:

1. U.S. One Card, U.S. Purchasing Card and U.S. Corporate Card Programs for:

   a. Participants who joined the Oklahoma Purchasing Card Consortium on March 17, 2017 or later; and

   b. Participants who joined the Oklahoma Purchasing Card Consortium and were implemented on the HP processor prior to March 17, 2017 and were subsequently converted onto the TSYS processor on March 17, 2017.

2. U.S. Single Use Account Programs for all Participants.

STANDARD SERVICES AND FEES

Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Rush card	$25 per card if processed through Bank.
Standard card	$0.00

ADDITIONAL SERVICES AND FEES	
Cash advances	2.5% of amount advanced ($2.50 minimum with no maximum)
Convenience check	2% of check amount ($1.50 minimum with no maximum)
Executive card	$75 annual fee per card
Corporate card rewards	$75 annual fee per card. A rewards program annual fee of $75 will be assessed to each Cardholder's travel card account. The annual fee will be divided as follows: $35 dollars will cover Bank's administrative costs and the remaining $40 will be put into the Client's redemption pool. Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. If the rewards program redemption expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "excess redemption expenses"), the excess redemption expenses will be deducted from any rebate. If the rebate earned is not sufficient to cover the excess redemption expenses, Bank will invoice the Client for the excess redemption expenses. The Client shall pay such invoice within 14 days of receipt.

If Participant requests services not listed in this schedule, Participant agrees to pay the fees associated with such services.

B. <u>The following fees are associated with:</u>

U.S. One Card, U.S. Purchasing Card and U.S. Corporate Card Programs for Participants who joined the Oklahoma Purchasing Card Consortium and were implemented on the TSYS processor prior to March 17, 2017:

STANDARD SERVICES AND FEES	
Late payment fee	Central bill: None Individual bill: $10 late fee at the end of the first Cycle NOTE: Client can be billed both a late fee and a finance charge
Delinquency/Finance charge	Central bill: Prime + 2.00 is applied to the average daily balance, which is calculated as follows: (past due balance + any new spend) /number of days in Cycle. Will be charged at the end of the first Cycle and each Cycle thereafter.
International transaction	1% surcharge
Standard Card	$0.00

ADDITIONAL SERVICES AND FEES	
Cash advances	2.0% of advance amount ($3.00 minimum with no maximum)
Rush card	$25 per card if processed through Bank.

If Participant requests services not listed in this schedule, Participant agrees to pay the fees associated with such services.

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J.P.Morgan

July 29, 2016

Independent School District Number 1 of Tulsa County
3027 South New Haven
Tulsa, OK 74147
Attn: Linda Phillips

Dear Linda:

We are writing in connection with the Oklahoma Purchasing Card Agreement (the "Agreement") dated as of September 15, 2010 between JPMorgan Chase Bank, N.A. (the "Bank") and Independent School District Number 1 of Tulsa County (the "Client").

Subject to the terms and conditions of the Agreement, effective March 17, 2017:

1. the fees applicable to all U.S. programs for any new Participants that join the consortium following March 17, 2017 are attached hereto.

2. the fees applicable to all U.S. Commercial Card Programs, including U.S. Single Use Account Programs, that were on the HP Processor prior to March 17, 2017 are changing. The new fees are attached hereto and will replace the fees that currently apply.

3. the fees applicable to U.S. Single Use Account program(s) are attached hereto.

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein. Any terms of your Agreement not described herein will remain in effect.

Unless we are notified by you to the contrary, the Bank will continue to issue cards under the terms of your Agreement and the changes contained herein. The continued use of your cards is evidence of your agreement to be bound by your new fees in accordance with the terms of the Agreement.

If you have any questions, please feel free to contact Ladette Williams at (972) 642-3705 or ladette.harris-williams@chase.com

Kind Regards,

By: _____
John Skinner
Managing Director, Commercial Card
J.P. Morgan

The following are the fees applicable as described above in Sections 1, 2 and 3 of this amendment.

STANDARD SERVICES AND FEES

Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual Bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the U.S. Dollar amount charged
Rush card	$25 per card if processed through the Bank. If processed through the Credit Card Network, the Client shall pay any fees charged by the Credit Card Network.
Standard card	$0.00

ADDITIONAL SERVICES AND FEES

Cash advances	2.5% of amount advanced ($2.50 minimum with no maximum)
Convenience check	2% of check amount ($1.50 minimum with no maximum)
Logo plastic (hot stamp)	$0.00
Executive card	$75 annual fee per card
Corporate card rewards	$75 annual fee per card. A rewards program annual fee of $75 will be assessed to each Cardholder's travel card account. The annual fee will be divided as follows: $35 dollars will cover the Bank's administrative costs and the remaining $40 will be put into the Client's redemption pool. The Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. If the rewards program redemption expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "excess redemption expenses"), the excess redemption expenses will be deducted from any rebate. If the rebate earned is not sufficient to cover the excess redemption expenses, the Bank will invoice the Client for the excess redemption expenses. The Client shall pay such invoice within 14 days of receipt.

If the Client requests services not listed in this table, the Client agrees to pay the fees associated with such services.

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J.P.Morgan

October 7, 2014

Independent School District Number 1 of Tulsa County
3027 S. New Haven
Tulsa, OK 74147
Attn: Linda Phillips

Dear Ms. Phillips:

We are writing in connection with the Oklahoma Purchasing Card Agreement (as may be amended, restated or replaced from time to time, the "Agreement") dated as of September 15, 2010 between JPMorgan Chase Bank, N.A (the "Bank"), and Independent School District Number 1 of Tulsa County (the "Client").

Subject to the terms and conditions of the Agreement, this amendment is effective as of the date written above.

- The fees attached hereto are hereby added to the Fees section of Exhibit B.

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Unless we are notified by you to the contrary, the Bank will continue to issue cards pursuant to the terms of the Agreement and the changes contained herein. Your continued use of such cards is evidence of your agreement to be bound by the above-referenced terms and in accordance with the terms of the Agreement and the changes contained herein.

If you have any questions, please feel free to contact Ladette Harris-Williams at (972) 642-3705.

Sincerely,

JPMorgan Chase Bank, N.A.

By: _____

Fees - U.S. - TSYS

The following are the fees associated with U.S. Purchasing Card and U.S. Travel Card programs:

PROGRAM FEES	
Returned checks (payment)	$15 per return
ACH returns	$15 per return
International Charge fee	1% surcharge (Association pass-through)
Miscellaneous	Pass-through charges for other specialized services (case-by-case)
PAST-DUE FEES	
Late fee	Central bill: None
Delinquency/Finance charge	Central bill: Prime + 2.00% is applied to the average daily balance, which is calculated as follows: (past due balance + any new spend) /number of days in cycle. Will be charged at the end of the first cycle and each cycle thereafter.
TRAINING AND CONSULTING	
Training	$0.00 for first on-site training(s); additional on-site training(s) @ $1,550/day each.
OPTIONAL PROGRAM & TECHNOLOGY SERVICES	
File transfer fee	Waived
Cash advances	2.0% ($3.00 minimum with no maximum)
Convenience checks	2% of check amount ($1.50/check minimum with no maximum)
Rush Cards (emergency replacement cards)	$25 per card if processed through Bank (1-2 days). If processed through the Association, Client shall pay any fees charged by the Association.
Duplicate statements	$5 per paper statement
PaymentNet platform fee	Waived
Smartdata platform fee	Waived
EDI setup/transmission fee	Pass-through on all setup and development costs
Custom reporting/ mapper/ programming/ post loader	$175 per hour ($1,000 minimum)
CARD DESIGN OPTIONS	
Client logo plastic (hot stamp)	$0.00
Customized plastic	$15,000 (per design)
CLIENT HAS OPTED OUT OF THE BELOW ITEMS, SHOULD SERVICE BE REQUESTED, FEES ARE APPLICABLE:	
Executive Elite card	$325 annually
Executive card	$75 annually
Corporate card rewards	A rewards program annual fee of $75 will be assessed to each Cardholder. A rewards program annual fee of $75 will be assessed to each Cardholder's travel card account. The annual fee will be divided as follows: $35 dollars will cover Bank's administrative costs and the remaining $40 will be put into Client's redemption pool. Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. If the rewards program redemption expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "excess redemption expenses"), the excess redemption expenses will be deducted from any rebate. If the rebate earned is not sufficient to cover the excess redemption expenses, Bank will invoice Client for the excess redemption expenses. Client shall pay such invoice within 14 days of receipt.

If Oklahoma Purchasing Card Consortium requests services not listed in this table, your organization agrees to pay the fees associated with such services.

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J.P.Morgan

August 19, 2013

Independent School District Number 1 of Tulsa County
3027 S. New Haven
Tulsa, OK 74147
Attn: Linda Phillips

Dear Ms. Phillips:

We are writing in connection with the Oklahoma Purchasing Card Agreement (the "Agreement"), dated as of September 15, 2010, between **JPMorgan Chase Bank, N.A** (the "Bank"), and **Independent School District Number 1 of Tulsa County** (the "Client").

Subject to the terms and conditions of the Agreement, this amendment is effective as of April 30, 2013 (the "Effective Date").

The Bank and Client acknowledge and agree that as of the Effective Date, the provision for the '*Average Fileturn De-Escalator*' on Exhibit B of the Agreement, is hereby restated to read:

"Average Fileturn De-Escalator

If the Average Fileturn for the prior Contract Year period exceeds 29 days, a de-escalator of 0.01% per day rebate rate reduction will be deducted for each day greater than 29 up to a maximum Average Fileturn of 43 days."

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Unless we are notified by you to the contrary, the Bank will continue to issue cards pursuant to the terms of the Agreement and the changes contained herein. Your continued use of such cards is evidence of your agreement to be bound by the above-referenced terms and in accordance with the terms of the Agreement and the changes contained herein.

If you have any questions, please feel free to contact Ladette Harris-Williams at (972) 642-3705.

Sincerely,

JPMorgan Chase Bank, N.A.

By: _____
George A. Thompson
General Counsel, GCC

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SECOND AMENDMENT TO OKLAHOMA PURCHASING CARD AGREEMENT

THIS SECOND AMENDMENT (the "Amendment") to the Oklahoma Purchasing Card Agreement (the "Agreement") dated as of September 15, 2010 between JPMorgan Chase Bank, N.A. (the "Bank") and Independent School District Number 1 of Tulsa County (the "Client") is made as of April 30, 2013 (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

1) **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2) **Exhibit B.** Exhibit B, under 'Incentives' is hereby modified to include the following new section to read:

> "Average Fileturn De-Escalator
>
> If the Average Fileturn for the prior Contract Year period exceeds 29 days, a de-escalator of 0.01% per day rebate rate reduction will be deducted for each day greater than 29 up to a maximum Average Fileturn of 43 days."

3) **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

4) **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

JPMORGAN CHASE BANK, N.A.

By: Marcia Blackwood
Name: Marcia Blackwood
Title Senior Banker

INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA COUNTY

By: Ruth Ann Fate
Name: Ruth Ann Fate
Title Board President

Client Attestation:
The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment.

APPROVED AS TO FORM
CA

By: [signature]
Name: Linda Phillips
Title Director, Materials Management

* Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

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FIRST AMENDMENT TO OKLAHOMA PURCHASING CARD AGREEMENT

V 1.0_12_05_08

THIS FIRST AMENDMENT (the "Amendment") to the Commercial Card Agreement (the "Agreement") dated as of 9-15-2010, ~~2010~~ between JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank"), and Independent School District Number 1 of Tulsa County (the "Client") is made as of 9-15-2010 ~~2010~~ (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

1) **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2) **Exhibit B.** The "Large Ticket Incentive – Purchasing Program" and "Large Ticket Incentive – Single Use Account Program" sections of Exhibit B of the Agreement are hereby deleted in their entirety and replaced with the following:

"**Large Ticket Incentive – Client Purchasing and Single Use Account Programs**
Bank will pay the Client an annual rebate of 0.50% on Client's annual Large Ticket Transaction Volume.

Large Ticket Incentive – Participant Purchasing Programs
Bank will pay the Participant on an individual basis an annual rebate of 0.50% on applicable Participant's annual Large Ticket Transaction Volume for 30 day cycle and 14 day payment terms.

Large Ticket Incentive – Participant Single Use Account Programs
Bank will pay the Participant on an individual basis an annual incentive based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule, when annual Combined Charge Volume threshold requirements are achieved. The incentive will be calculated as the incentive rate times such Participant's annual Large Ticket Transaction Volume.

AVERAGE LARGE-TICKET TRANSACTION SIZE	REBATE RATE
Less than $25,000*	0.40%
$25,000–$99,999.99	0.20%
Greater than $100,000	0.10%

***Note currently (i) $7,200-$25,000 for MasterCard programs and (ii) $4,200-$25,000 for Visa programs. All thresholds are at the discretion of the Acquirer and are not determined by the Bank. "Acquirer" is the financial institution that process transactions for each merchant."**

3) **Exhibit B.** The "FEES FOR PROGRAMS USING J.P. MORGAN'S PAYMENT SOLUTION" is hereby amended by deleting the fee for "Custom reporting/mapper programming/post-loader" in its entirety and replacing it with the following:

TECHNOLOGY SERVICES	
Custom reporting/mapper programming/post-loader	$250 per hour ($1,000 minimum)* * Should Independent School District Number 1 of Tulsa County transfer to a new accounting system, the first 20 hours are waived for Tulsa Public Schools. Should Tulsa Public Schools transition to PaymentNet 4, this transition will be completed at no cost for Tulsa Public Schools.

4) **Exhibit B.** The "FEES FOR PROGRAMS USING J.P. MORGAN'S PAYMENT SOLUTION" is hereby amended by deleting the fee for "File transfer using FTP" in its entirety and replacing it with the following:

OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
File transfer using FTP – Fees waived for Tulsa Public Schools only	Daily—$500/month
	Weekly—$250/month
	Bi-weekly—$125/month
	Monthly—$75/month

5) **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

6) **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

BANK: JPMorgan Chase Bank, N.A.

By: Tammie K Blessing

Name: Tammie K Blessing

Title V.P.

CLIENT:

By: Lana Turner-Addison

Name: Lana Turner-Addison

Title Board Chair

Client Attestation:

APPROVED AS TO FORM

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment.

By: Marsha L. Owen

Name: Marsha L. Owen

Title Purchasing Project Manager

* Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

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OKLAHOMA PURCHASING CARD AGREEMENT
SINGLE USE ACCOUNTS ADDENDUM

V 1.2_05_07_10

This Single Use Accounts Addendum (this "Addendum") is entered into as of 9-15, 2010 between **Independent School District Number 1 of Tulsa County** (the "Client"), and **JPMorgan Chase Bank, National Association** or **Chase Bank USA, N.A.**, as may be determined from time to time (the "Bank") a national banking association.

Reference is made to the Commercial Card Agreement dated 9-15, 2010 between the Client and the Bank (as amended, supplemented, restated or replaced from time to time, the "Agreement"). Except as may be modified in this Addendum, the provisions of the Agreement are incorporated herein mutatis mutandis. In that connection, references to the "Agreement" in the Agreement shall be deemed to be references to this Addendum. Terms used in this Addendum and not otherwise defined herein shall have the meaning ascribed to such term as provided in the Agreement.

In consideration of the mutual promises and upon the terms and conditions herein, Bank will deliver to Client the Network Services described below.

Definitions. Terms defined in the singular shall include the plural and vise versa, as the context requires.

"Single Use Account(s)" means a 16-digit commercial card number issued to the Client in connection with a Single Use Transaction and Single Use Account shall be construed to be an Account as defined in the Agreement.

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trade secrets, Marks (including registrations and applications for registrations thereof), know-how, inventions and any other intellectual property or proprietary rights recognized an any country or jurisdiction in the world.

"Network" means the Bank's Internet based platform for exchanging electronic commercial card payment information data between the Client and its Suppliers and merchant processors related to commercial card settlement.

"Network Security Procedures" means the digital certificates, user logon identifications, passwords, approval limits or other security devices, whether issued or made available by the Bank or a third party, for use by the Bank and the Client in authenticating Network users and Payment Instructions initiated by the Client via the Network.

"Network Services" means the software hosting services, implementation services, training services, support services, and/or consulting services, provided by the Bank to the Client under this Addendum.

"Payment Instruction" means an instruction initiated by the Client, either via file integration or via the user interface, to the Bank via the Network requesting the Bank to provide a Single Use Account to the Supplier.

"Single Use Program" means the commercial card management system composed of Single Use Account controls, and reports to facilitate purchases of and payments for, business goods and services.

"Supplier" means an entity that is enrolled in the Network to exchange and process transaction data relating to payments with the Client and to receive commercial card payments through the Network.

"Single Use Transaction" means a purchase, payment, fee, charge or any other activity that results in a debit to a Single Use Account and shall be construed to be a Transaction as defined in the Agreement.

1. In connection with the Client's participation in the Single Use Program, the Client may initiate and request through the Single Use Program, Single Use Account(s) to be used for payment of Single Use Transactions and must provide to the Bank all required data for processing of Single Use Transactions. The Single Use Accounts are non-transferable and non-assignable. The Single Use Accounts shall remain the property of the Bank. Client shall receive a periodic statement of the Single Use Account Transactions. The Client shall be liable for all Single Use Account Transactions on all Single Use Accounts. Statements will be made available to the Client, either delivered to a U.S address or in electronic form.

2. During the term of this Addendum and subject to the Client's performance of its obligations hereunder, the Bank will maintain the Network and allow the Client to access the Network for its internal use. The Bank reserves the right at any time to revise or modify the Network's functionality, specifications, and/or capabilities. The Client acknowledges that the Network exchanges payment-related data between Client and Suppliers to effect commercial card settlement.

3. Subject to the terms and conditions of this Addendum, during the term hereof, the Bank grants to the Client a nonexclusive right to access the Network for the sole purpose of receiving the Network Services.

4. The Client has no right to provide access to the Network to any third party. The Client may not access the Network in any manner not contemplated herein, including providing service bureau, time-sharing or other computer services to third parties.

5. The Client's rights to access the Network will be limited to those expressly granted in this Addendum. The Bank reserves all rights, title and interest in and to the Network not expressly granted to the Client hereunder.

6. The Bank or its licensor(s) is and shall remain the sole and exclusive owner of all of the proprietary features and functionality of the Network and Intellectual Property Rights in and to the design, architecture, and software implementation of the Network.

7. Except for those licenses expressly granted hereunder, neither party shall gain by virtue of this Addendum any rights of ownership of Intellectual Property Rights owned by the other. Bank or its licensors shall solely own all Intellectual Property Rights in any enhancements, modifications or customizations of the Network or Network Services and in any ideas, concepts, know how, documentation or techniques which it or its representatives develop or provide under this Addendum.

8. The Bank shall have no responsibility for the terms, conditions or performance of purchase, sale, or payment transactions between the Client and its Suppliers. The Client is responsible for regularly inspecting the Single Use Transaction history available via the Network and promptly notifying the Bank of any errors.

9. The Client is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformity with industry standards, to safeguard against the entry of unauthorized approvals, or Payment Instructions into the Network. Client agrees to maintain the confidentiality of the Network Security Procedures and of any passwords, codes, digital certificates, security devices and related instructions for use of the Network. If the Client believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Client shall promptly notify the Bank and will advise the Bank as to the effect of the security breach on its invoice or payment processing procedures and the corrective actions to be taken to restore or verify security over payment processing.

10. All Payment Instructions submitted in the name of the Client are subject to authentication pursuant to the Network Security Procedures. The Bank shall process Client's Payment Instructions when the Payment Instructions are verified by Bank pursuant to the Network Security Procedures. The Bank shall be entitled to rely and act upon all information received from the Client or any Supplier in connection with a Payment Instruction. The Client agrees to be bound by any Payment Instruction, whether or not authorized, issued in Client's name and authenticated by the Bank in accordance with the Network Security Procedures.

BANK	JPMorgan Chase Bank, N.A.	**CLIENT**	
By:	Tammie K. Blessing	By:	Lana Turner-Addison
Name:	Tammie K. Blessing	Name:	Lana Turner-Addison
Title:	Vice President	Title:	Board President

Client Attestation:

APPROVED AS TO FORM

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Addendum and that the person signing above on behalf of the Client, whose execution of this Addendum was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Addendum.

By: Marsha L. Owen

Name: Marsha L. Owen

Title: Purchasing Project Manager

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

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J.P.Morgan

January 30, 2012

Independent School District Number 1 of Tulsa County
3027 S New Haven Ave
Tulsa, OK 74114
Attn: Linda Phillips

Dear Ms. Phillips:

We are writing in connection with the Oklahoma Purchasing Card Agreement (the "Agreement"), effective as of September 15, 2010, between JPMorgan Chase Bank, N.A. and Independent School District Number 1 of Tulsa County (the "Client").

Subject to the terms and conditions of the Agreement, the following amendment is effective as of the date first written above:

In reference to the Duplicate Statement Fee, Exhibit B has been amended as follows:

"Duplicate statement $5 per statement"

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Unless we are notified by you to the contrary, the Bank will continue to issue cards pursuant to the terms of the Agreement and the changes contained herein. Your continued use of such cards is evidence of your agreement to be bound by the above-referenced terms and in accordance with the terms of the Agreement and the changes contained herein.

If you have any questions, please feel free call Sue Benoit at (847) 488-8195.

JPMorgan Chase Bank, N.A.

By: _____
Paul Szulko
Vice President

300 S. Riverside Plaza, 9th Floor, Mail Code Suite IL1-0199, Chicago, Illinois 60606
Telephone 877 302 4273

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OKLAHOMA PURCHASING CARD AGREEMENT
(Corporate Liability)

V 1.3_08_07_09

This Commercial Card Agreement (the "Agreement") is entered into as of 9-15, 2010 between **Independent School District Number 1 of Tulsa County,** (the "Client"), and **JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A.,** as may be determined from time to time, (the "Bank") a national banking association. Commencing on the date of this Agreement, the Bank and the Client hereby agree that the Bank will provide the Commercial Card Program, as hereinafter defined, and the Client may participate in the Program subject to the terms and conditions of this Agreement.

1. **Definitions.** Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Access Code" means the user identification code and password assigned to individuals authorized by the Client, for use in connection with the Program or the System.

"Account" means the Visa or MasterCard account number assigned to a Cardholder and/or the Client, the related account, and any Card bearing such account number.

"Account Credit Limit" means the upper limit established for an extension of credit that the Bank may authorize with respect to an Account.

"Agreement" means this Commercial Card Agreement as it may be amended from time to time.

"Association" means either MasterCard or Visa.

"Authorized User" means individuals authorized by the Client to access and use the Program and System.

"Business Day" means a day on which both the Bank and the Federal Reserve Banks are open for business.

"Card" means a Visa or MasterCard card that is issued by the Bank with respect to an Account.

"Card Request" means a written or electronic transmittal from the Client, requesting the Bank to issue a Card(s) or establish an Account(s).

"Cardholder" means (i) an individual in whose name a Card is issued, and (ii) any other employee, officer, director, or person authorized by the Client or named Cardholder to use a Card or Account.

"Cardholder Agreement" means an agreement between the Bank and a Cardholder, as amended from time to time, governing use of an Account.

"Convenience Checks" means a check written against an Account.

"Client Account" means the account of the Client into which the outstanding balances of all Accounts are aggregated and for which the Client is liable.

"Client Vendor" means a travel agent, travel agency or any other vendor of Client authorized by the Client to charge Transactions to an Account.

"Corporate Liability" means the Client is liable for all Transactions on an Account and such liability shall be as reflected on the Bank's records and subject to this Agreement.

"Credit Limit" means the upper limit established for an extension of credit that the Bank may authorize in connection with this Program under this Agreement.

"Credit Losses" means all amounts, including any related collection costs, due to the Bank in connection with any Account that the Bank has written off as uncollectible, excluding Fraud Losses.

"Cycle" means the monthly period ending on the same day each month, or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require or such other period as the Bank may specify.

"Fraud Losses" means all amounts due to the Bank in connection with any Account that the Bank has written off as uncollectible as a result of an Account being lost, stolen, misappropriated, improperly used or compromised.

"International Transaction" means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

"Losses" means all Credit Losses and Fraud Losses.

"Marks" means the name, trade name, and all registered or unregistered service marks of the Client, the Association and the Bank.

"MasterCard" means MasterCard International, Inc.

"MCC" means a Merchant Category Code as designated by Visa or MasterCard.

"Participant" means an entity accepted and approved by Bank to participate in the Oklahoma Purchasing Card Agreement by means of participation agreement.

"Program" means the commercial card system composed of Accounts, Card-use controls, and reports to facilitate purchases of and payments for, business goods and services, established in connection with this Agreement.

"Program Administrator" means an individual authorized by the Client to perform various administrative and security functions in connection with the Program and System.

"System" means the conduit through which the Client can access Account and Transaction data and reports.

"Transaction" means a purchase, a cash advance, use of a convenience check, fees, charges or any other activity that results in a debit to an Account.

"Oklahoma Purchasing Card Agreement" means the agreement comprised of the Client and the approved Participants under this Agreement.

"Visa" means Visa U.S.A., Inc.

2. **Obligations of the Bank.** In connection with the Client's participation in the Program, the Bank shall:

   A. Establish Accounts and where applicable issue Cards with such capabilities as may be elected by the Client and agreed to by the Bank from time to time. Any Cards and any Cardholder statements will be delivered to a U.S. address of the Client or Cardholder unless otherwise agreed. The Accounts are non-transferable and non-assignable. The Cards shall remain the property of the Bank.

   B. The Bank may investigate the identity of the Client and any proposed or existing Cardholder by obtaining, verifying, and recording personal identifying information, and may if reasonably necessary obtain such information from third parties.

   C. Make available to the Client any corporate liability waiver coverage extended by Visa or MasterCard in connection with suspected employee misuse of an Account.

   D. Provide to Participants a Program through an agreement in the form attached hereto as Exhibit C (the "Participation Agreement"). The Bank reserves the right to evaluate the creditworthiness of each Participant and may refuse to provide a Program to entities which do not meet the Bank's criteria for credit approval or for any other reasons. The Bank in its sole discretion shall determine whether or not to issue Cards or establish Accounts for such Participant and incur no liability to the Client for payments hereunder or otherwise, due to any failure to issue any Card or establish any Account for a Participant.

3. **Obligations of the Client.** In connection with the Program, the Client shall:

   A. Initially request a minimum of ten (10) Accounts in connection with the Program by submitting a Card Request. From time to time the Client may submit to the Bank a Card Request form for additional cards. The Card Request shall be in a form approved by the Bank, shall include all information required by the Bank, and shall be accompanied by such evidence of authority for the Card Request as the Bank may require. All Card Requests shall be delivered to the Bank in a secure, encrypted, or password protected format or by such other method as may be mutually agreed to by the parties. By submitting any Card Request, the Client represents to the Bank that the information contained therein is consistent with the Client's own records concerning the listed Cardholder or entity. The Client represents that the Cards and Accounts to be issued and established under this Agreement are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts obtained by the Client from the prospective Cardholders in accordance with Section 226.12 (a) of Regulation Z of the Federal Truth in Lending Act. The Client shall retain such applications (paper or electronic) for any Account when such application is not provided to the

Bank, for a period of twenty-five (25) months after the application has been received and acted upon. The Client agrees to use reasonable security precautions to safeguard Accounts in connection with their storage, use, and dissemination of Accounts.

B. Notify each Cardholder that the Accounts are to be used only for business purposes, for purchase transactions, travel and entertainment, cash advances, and fleet and fuel transactions in each case that benefit the Client either directly or indirectly.

C. Clearly disclose to each of its Cardholders that the Bank may provide Transaction and Account information to merchants and third parties that provide reporting, products or services to the Client and such information may include, but is not limited to, charge transactions, payment history and reimbursements.

D. Make commercially reasonable efforts to (i) maintain a process ensuring timely and accurate reimbursement of all business purchase transactions to its Cardholders, (ii) not exceed the Credit Limit or permit Cardholders to exceed the Account Credit Limits, and (iii) collect and destroy any Cards it no longer requires in connection with this Program.

E. Immediately notify the Bank of any Account for which the Client no longer has use.

F. Immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised.

G. Comply with all requirements of any corporate liability waiver coverage. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.

H. Notify the Bank of any Transaction the Client disputes within sixty (60) days of the last day of the Cycle during which such Transaction is charged to the Client. The Client will use commercially reasonable efforts to assist the Bank in attempting to obtain reimbursement from the Merchant. The Bank will use commercially reasonable efforts to assist the Client in attempting to obtain reimbursement from the Merchant; provided, however, the Client understands that no chargebacks will be granted for Transactions resulting from Account usage where a Cardholder's name is not embossed on a Card or where there is no Card associated with such Account. The Client or Cardholder shall not be relieved of liability for any disputed Transaction if the chargeback is rejected. The Bank shall not be liable for any Transaction where notice of the disputed Transaction is received from the Client more than sixty (60) days after the last day of the Cycle during which such Transaction is charged to the Client. The Client shall not make a claim against the Bank or refuse to pay any amount because the Client or the person using the Card may have a dispute with any Merchant as to the goods or services purchased from such Merchant which has honored the Card for that purchase.

4. **Liabilities of the Client.**

A. Regardless of any established Credit Limits or Account Credit Limits, the Client agrees to pay and perform when due all of its obligations, including without limitation:

i) With respect to Corporate Liability Accounts, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement. The Client shall make payment as specified on Exhibit B for all Transactions posted to a Client Account as reflected on a periodic statement no later than the payment date (the "Payment Date"). If such Payment Date is a Saturday, Sunday, or Bank holiday, the payment shall be due on either the previous or the next business day as specified on the periodic statement. If all or any portion of a payment owed by the Client is not received by the Bank by the Payment Date, then any amounts outstanding shall be subject to the late fees and delinquency fees as specified on Exhibit B until payment in full of all such amounts.

B. The Client shall immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. The Client shall not be liable for fraudulent Transaction(s) made on an Account by persons other than employees or agents of Client and Client Vendors provided that (i) the Client or Cardholder has immediately notified the Bank as specified in the previous sentence; (ii) neither the Client nor the Cardholder has received any direct or indirect benefit from such fraudulent Transaction(s); (iii) the Program has been set-up and operated by the Client in accordance with Bank's fraud reduction best practices as designated by the Bank (including, but not limited to blocking high risk MCCs; payment to Bank by Client rather than Cardholder for approved expenses; limiting cash advances; adhering to transaction, daily and cycle limits established by the Bank); (iv) Client maintains reasonable security precautions and controls regarding the dissemination, use and storage of Cards and Transaction data; and (v) the Client notifies the Bank no later than ten (10) days after the date a paper or electronic statement in which the fraudulent Transaction(s) first appeared was first made available to the Client.

C. Payments under this Agreement shall be made in U.S. dollars drawn on a U.S. bank or a U.S. branch of a foreign bank.

D. If the Client elects to add Convenience Check capabilities to any Account, the Client will be liable for the amount of all Convenience Checks processed, paid, and posted to such Account without regard to any instructions or legends which may appear on such Convenience Checks.

E. If the Client allows a Client Vendor to charge Transactions to an Account, the Client is solely responsible for instructing such Client Vendor in the handling and processing of Transactions. Client Vendors are for all purposes agents only of the Client and not of the Bank. No fee shall be payable by the Bank to any Client Vendor for performing any services.

The Bank may request the Client to deliver to the Bank authorization information for each Client Vendor including, but not limited to (a) the name and address of each authorized individual of the Client Vendor, and (b) such other information in such format as the Bank may in its sole discretion request.

The Client shall immediately notify the Bank upon revoking a Client Vendor's authority. Notwithstanding anything to the contrary in this Agreement, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement.

5. Intentionally deleted.

6. **Credit.**

A. The Bank, at its sole discretion, may authorize extensions of credit with respect to (i) each Account up to the Account Credit Limit, and (ii) all Accounts up to the Credit Limit. Notwithstanding the foregoing, if the Client and/or the Cardholder exceed the Credit Limit and/or the Account Credit Limit, the Client and/or Cardholder shall pay all amounts exceeding the Credit Limit and/or Account Credit Limit as applicable.

B. If not publicly available through the Securities and Exchange Commission , the Client shall provide the Bank with copies of its consolidated audited financial statements, including its annual income statement and balance sheet, prepared in accordance with GAAP or Government Auditing Standards, as soon as available and no later than 180 days after the end of each fiscal year. The Client shall provide such other current financial information as the Bank may request from time to time. If applicable, the Client will notify the Bank within five Business Days of any change in the Client's bond rating. The Bank shall be entitled to receive, and to rely upon, financial statements provided by the Client to Bank affiliates, whether for purposes of this Agreement or for other purposes.

C. The Bank at any time may cancel or suspend the right of Cardholders to use any Account or Accounts, or decline to establish any Account. The Bank may, at any time, increase or decrease any Account Credit Limit or the Credit Limit, modify the payment terms, or require the provision of collateral or additional collateral.

D. The Bank may from time to time require MCC authorization restrictions in connection with the Program.

E. Notwithstanding the foregoing, the Bank shall not be obligated to extend credit or provide any Account to the Client or any Cardholder in violation of any limitation or prohibition imposed by applicable law.

7. **Programs and System Access.**

A. The Bank shall provide the Client with password-protected daily access to Account and Transaction data, reports, and account maintenance functions through use of an Access Code. The Bank shall assign an initial Access Code to the Program Administrator. The Program Administrator shall create and disseminate Access Codes to Authorized Users. Such access shall be provided in accordance with such manuals, training materials, and other information as the Bank shall provide from time to time.

B. The Client agrees to be bound by and follow the security procedures, terms and conditions that the Bank may communicate from time to time upon notice to the Client.

C. The Client shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the Program Administrator. The Client agrees that any access, Transaction, or business conducted using an Access Code may be presumed by the Bank to have been in the Client's name for the Client's benefit. Any unauthorized use of an Access Code (except for unauthorized use by a Bank employee) shall be solely the responsibility of the Client.

D. The Bank is authorized to rely upon any oral or written instruction that designates an Authorized User until the authority of any such Authorized User is changed by the Client by oral or written instruction to the Bank, and the Bank has reasonable opportunity to act on such instruction. Each Authorized User, subject to written limitation received and accepted by the Bank, is authorized on behalf of the Client to: open and close Accounts, designate Cardholders, appoint and remove Authorized Users, execute or otherwise agree to any form of agreement relating to the Program, including, without limitation, materials related to security procedures; and give instructions, by means other than a written signature, with respect to any Account opening or closure, designation of Cardholders, or appointment of Authorized Users, and any other matters in connection with the operation of the Program or the System.

E. In connection with use of the System, the Client may instruct the Bank to furnish specific Transaction data to third parties that provide reporting products or services to the Client. The Bank will transmit the Transaction data, without representation or warranty to such third parties identified in such instructions.

8. **Representations and Warranties.** Each party represents and warrants that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of this Agreement (i) do not breach any agreement of such party with any third party, (ii) do not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (iii) are within its organizational powers, and (iv) have been authorized by all necessary organizational action of such party.

9. **Fees and Charges.** The Client agrees to pay the fees and charges as specified by the Bank, from time to time. The fees initially applicable are specified in Exhibit B attached hereto. The Bank may change the fees, charges and incentives at any time provided the Bank notifies the Client at least thirty (30) days prior to the effective date of the change. Should there be a need to perform services other than those specified in Exhibit B, the Client agrees to pay the fees and charges associated with any such service.

10. **Incentives.** The Bank may pay the Client an annual incentive award. The incentive award schedule initially applicable is specified in Exhibit B. In no event shall the Bank pay the Client an incentive award for the year in which the Agreement is terminated. Notwithstanding the foregoing, should Client terminate the Agreement at the end of a full calendar year, the Bank shall pay the Client an incentive award for such full calendar year. The Client assumes responsibility for compliance with all laws, regulations and contractual obligations applicable to the Client pertaining to receipt of incentives, including but not limited to any relating to any funding sources, where applicable.

11. **Termination.** This Agreement shall have an initial term of four (4) years from the date first written above unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement shall be successively renewed for two (2) two-year terms upon the anniversary of the effective date. This Agreement may be terminated by the Bank at any time for any reason and the Bank may refuse to allow further Transactions or revoke any of the Accounts at any time and for any reason. The Client also may terminate this Agreement and/or cancel any of the Accounts at any time and for any reason. The Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. The Bank will assign the Client all its rights concerning such amounts paid. In the event collection is initiated by the Bank, the Client shall be liable for payments of reasonable attorneys' fees, including but not limited to reasonable in-house counsel fees incurred by the Bank. Sections 2.B, 3.D, 3.G, 3.H, 3.I, 4., 5., 6.A, 9., 11., 12., 13., 14., 16., 17.A, 17.C, 17.F, 17.G, 17.H, 17.I, 17.J, 17.L, and 17.N shall survive the termination of this Agreement.

12. **Default.** As used herein, "Default" includes (i) the Client failing to remit any payment to the Bank as required by this Agreement; (ii) either party filing or suffering a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution, insolvency, or other similar proceedings, or making any assignment for the benefit of creditors; (iii) default by the Client under any material debt owed to any Bank related entity; (iv) any material adverse change in the business, operations or financial condition of the Client.

13. **Remedies and Damages.** Upon the event of a default either party may terminate this Agreement or the Bank may, at its sole option, suspend its services or obligations. In the event of termination, Bank reserves the right to declare all obligations of the Client hereunder immediately due and payable. In no event shall termination or expiration release or discharge the Client from its obligation to pay all amounts payable under this Agreement.

14. **Limitation of Liability and Indemnification.** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The Client shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51, O.S., 2001, Section 151 et seq. The Bank shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. The Bank agrees to hold harmless the Client from any claims, demand and liabilities resulting from any negligent or willful act or omission on the part of the Bank and/or its agents, servants, and employees in the performance of this Agreement. Notwithstanding the foregoing, the Bank shall not be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages. This provision shall survive termination of this Agreement as to matters that occurred during its term.

15. **Notices.** All notices and other communication required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: JPMorgan Chase Bank, N.A.
300 South Riverside Plaza, Suite IL1-0199
Chicago, IL 60670-0199
Attn: Commercial Card Contracts Manager

To the Client: Independent School District Number 1 of Tulsa County
P.O. Box 470208
Tulsa, Oklahoma 74147-0208
Attn: Linda Phillips, Director of Purchasing

16. **Confidentiality.** Except as expressly provided in this Agreement, all information furnished by either party in connection with this Agreement, the Program, or Transactions thereunder shall be kept confidential and used by the other party only in such connection, except to the extent such information (a) is already lawfully known when received, (b) thereafter becomes lawfully obtainable from other sources, (c) is required to be disclosed to, or in any document filed with the Securities and Exchange Commission, banking regulator, or any other governmental agencies, or (d) is required by law to be disclosed. Each party shall advise all employees, consultants, agents, and other representatives (collectively, "Representatives") who will have access to confidential information about these obligations. A party shall disclose confidential information only to its Representatives involved in this Agreement, the Program, or the Transactions. Upon termination of this Agreement, each party shall, at its option, return, destroy or render unusable, and discontinue use of all copies of the other party's Confidential Information upon request of the other party. The party receiving such request may, because of system requirements or as may be required by its own record keeping requirements, retain any of the other party's Confidential Information, provided, however, its obligation of confidential treatment shall remain in place. If requested in writing, such party shall certify its compliance with the foregoing provisions. The Bank may exchange Client and Cardholder confidential information with affiliates. The Bank may also disclose confidential information to service providers in connection with their supporting the Bank's provision of Program services. Such providers shall be obligated to keep that information confidential under the same terms and conditions as set forth above obligating the Bank. The Bank may exchange credit or other information concerning the Client or Cardholders with credit reporting agencies and merchants (and, in the case of Cardholder information, with the Client), including but not limited to information concerning Transactions, payment history, reimbursements, and employment status and location. The Bank may in its sole discretion make an adverse report to credit reporting agencies if a Cardholder fails to pay or is delinquent in paying an Account.

The restrictions on use in this Section 16 shall not apply to information or data in aggregated and/or anonymized form, and shall not prohibit the use by Bank of any statistical, aggregate information that is not identified with the Client or any Supplier for creation of statistical marketing studies for research, product development and promotion or strategic planning.

17. **Miscellaneous.**

A. Except as otherwise provided herein, neither party shall use the name or logo of the other party without its written consent. If the Client elects to have its Marks embossed on the Cards or provide them to the Bank for other uses, the Client hereby grants the Bank a non-exclusive limited license to apply the Marks to the Cards solely for use in connection with the Program and for no other purpose.

B. If any provision in this Agreement is held to be inoperative, unenforceable, or invalid, such provision shall be inoperative, unenforceable, or invalid without affecting the remaining provisions, and to this end the provisions of this Agreement are declared to be severable. Failure of either party to exercise any of its rights in a particular instance shall not be construed as a waiver of those rights or any other rights for any purpose.

C. Nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or other relationship between the Bank and the Client. To the extent either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor.

D. In the regular course of business, the Bank may monitor, record, and retain telephone conversations made or initiated to or by the Bank, from or to the Client or Cardholders. Further, the Bank may share any such conversations with the Client to the extent permitted by law.

E. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Client and the Bank and their respective successors and assigns. This Agreement or any of the rights or obligations hereunder may not be assigned by the Client without the prior written consent of the Bank. In no event shall the Client be relieved of liability to the Bank arising hereunder unless and until a purchaser, transferee, assignee, or other successor in interest to the Client's business shall expressly assume such liability in writing and the Bank accepts such assumption of liability in writing, which acceptance by the Bank shall be solely within the Bank's discretion.

F. The Bank shall not be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond its reasonable control.

G. This Agreement embodies the entire agreement and understanding between the Client and the Bank and supersedes all prior agreements and understandings between the Client and the Bank relating to the subject matter hereof. All representations and warranties of the Client contained in this Agreement shall survive the execution of this Agreement and consummation of the Transactions contemplated hereunder.

H. This Agreement may be amended or waived only by notice to the Client in writing from the Bank. All remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the parties hereto.

I. If applicable, any taxes (excluding federal and state income taxes on the overall net income of the Bank) or other similar assessments or charges payable or ruled payable by any governmental authority in respect of the Agreement or the Transactions contemplated hereunder shall be paid by the Client together with interest and penalties, if any. To the extent that the Client would have or be able to claim sovereign immunity in any action, claim suit or proceeding brought by the Bank, the Client irrevocably waives and agrees not to claim such immunity.

J. Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Agreement. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

K. International Transactions and Fees. International Transactions include any Transaction made in a foreign currency or that is made outside the United States of America even if it is made in U.S. dollars. If an International Transaction is made in a currency other than U.S. dollars, the Association will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Association uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Account was used. The Bank reserves the right to charge an International Transaction Fee, as specified in Exhibit B. The International Transaction Fee will be calculated on the U.S. dollar amount provided to the Bank by the Association. The same process and charges may apply if any International Transaction is reversed.

L. This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same Agreement. This Agreement shall become effective as of the date first appearing above when each of the parties hereto shall have signed a counterpart hereof.

M. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF OKLAHOMA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. CLIENT HEREBY WAIVES ANY RIGHT TO PERSONAL SERVICE OF ANY PROCESS IN CONNECTION WITH ANY ACTION, AND HEREBY AGREES THAT SERVICE MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE CLIENT AS SPECIFIED IN SECTION 15. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

[SIGNATURE PAGE TO FOLLOW]

JP Morgan Chase Bank, N.A.
BANK

By: Tammie K. Blessing

Name: Tammie K Blessing

Title: V.P.

INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA COUNTY

By: Lana Turner-Addison

Name: Lana Turner-Addison

Title: Board President

Client Attestation:

APPROVED AS TO FORM

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Agreement and that the person signing above on behalf of the Client, whose execution of this Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Agreement.

By: Marsha L. Owen

Name: Marsha L. Owen

Title Purchasing Project Manager

* Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

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EXHIBIT A
CARDHOLDER AGREEMENT
(IF APPLICABLE)

EXHIBIT B
INCENTIVES & FEES | JPMORGAN CHASE BANK, N.A./CHASE USA BANK, N.A.

Oklahoma Purchasing Card Agreement

DEFINITIONS

"Association" means either MasterCard or Visa.

"Average Annual Spend per Card" means the result of annual Charge Volume divided by the average number of open Accounts. The average number of open Accounts is calculated as the number of Accounts open at each month-end, averaged over a Contract Year.

"Average Fileturn" means the number of days between the transaction posting date and the posting date of payment in full, averaged over the rebate calculation period.

"Average Large Ticket Transaction Size" means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume.

"Charge Volume" means total U.S. dollar charges on a Bank Commercial Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Client Charge Volume" means the combined Charge Volume and Single Use Charge Volume made by the Client.

"Combined Charge Volume" means the aggregate of Client Charge Volume and Participant Charge Volume.

"Contract Year" means a 12-month period beginning on July 1 or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses.

"Fraud Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised.

"Large Ticket Transaction" means a transaction that the Associations have determined is eligible for a Large Ticket Rate. As of the date of this Agreement, Large Ticket Transactions must (i) occur at a non-Travel & Entertainment Merchant Category Code (MCC), (ii) include enhanced transaction data, and (iii) is acknowledged by the supplier's acquirer as a Large Ticket Transaction. Large Ticket Transaction requirements are subject to change at any time by the Association.

"Large Ticket Transaction Volume" means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card or Single Use Account, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Losses" means all Credit Losses and Fraud Losses.

"Participant Charge Volume" means the combined Charge Volume and Single Use Charge Volume made by a Participant.

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"Single Use Charge Volume" means total U.S. dollar charges made on a Single Use Account, net of returns, and excluding Large Ticket Transactions, cash advances, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Single Use Account" means a Card-less Account used in connection with a single, unique transaction.

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INCENTIVES

Volume Incentive
Bank will pay the Client and each Participant a volume incentive as follows: (i) the annual Combined Charge Volume will be used to determine which row within the grid has been achieved by the Client and the Participants on a aggregated basis and (ii) the Client Charge Volume or each Participant Charge Volume will be used to determine which column within the grid has been achieved by the Client or such Participant on an individual basis. The volume incentive will be calculated by multiplying the incentive rate achieved individually according to the grid by the applicable annual Client Charge Volume or applicable annual Participant Charge Volume.

ANNUAL COMBINED CHARGE VOLUME	ANNUAL CHARGE VOLUME BY CLIENT OR ANNUAL PARTICIPANT CHARGE VOLUME ON AN INDIVIDUAL BASIS	
	UNDER $1MM	$1MM OR GREATER
Less than $75,000,000	0.95%	1.54%
$ 75,000,000	1.00%	1.55%
$ 100,000,000	1.02%	1.56%
$ 125,000,000	1.04%	1.57%
$ 150,000,000	1.06%	1.57%
$ 200,000,000	1.06%	1.59%

Settlement Terms Incentive Adjustment
The incentive rate achieved by the Client or Participant on an individual basis will be adjusted according to the following schedule, if the Client or such Participant elects Settlement Terms shorter than 30 & 14 as referenced in the Agreement or Participation Agreement.

SETTLEMENT TERMS	INCENTIVE RATE ADJUSTMENT
30 & 7	+0.07%
14 & 14	+0.08%
14 & 7	+0.15%
7 & 7	+0.16%
Daily	+0.28%

Average Fileturn Escalator
The Bank will pay Client or Participant on an individual basis an additional incentive based on its Average Fileturn throughout the year. If, on average, payment for the prior period full balance is received in fewer days from cycle end than required under the terms of this Agreement, an Average Fileturn escalator of 0.01% per full day of early payment will be earned.

Large Ticket Incentive – Purchasing Program
Bank will pay the Client or Participant on an individual basis an annual rebate of 0.50% on Client's annual Large Ticket Transaction Volume or applicable Participant's annual Large Ticket Transaction Volume for 30 day cycle and 14 day payment terms.

Large Ticket Incentive – Single Use Account Program
Bank will pay the Client and Participant on an individual basis an annual incentive based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule, when annual Combined Charge Volume threshold requirements are achieved. The incentive will be calculated as the incentive rate times the Client or such Participant's annual Large Ticket Transaction Volume.

AVERAGE LARGE-TICKET TRANSACTION SIZE	REBATE RATE
Less than $25,000*	0.40%
$25,000-$99,999.99	0.20%
Greater than $100,000	0.10%

***Note currently (i) $7,200-$25,000 for MasterCard programs and (ii) $4,200-$25,000 for Visa programs. All thresholds are at the discretion of the Acquirer and are not determined by the Bank. "Acquirer" is the financial institution that process transactions for each merchant.**

Single Use Maintenance Fee and Incentive Adjustment for PaymentNet Solution
For programs on the PaymentNet platform, incentives will be paid at the same rebate rate as the purchasing program. If a minimum of $10,000,000 in Single Use Charge Volume for the Client or Participant on an individual basis is not achieved, additional fees or incentive reductions may apply. Specific applicable terms will be included in a Single Use Account addendum.

Single Use Incentive Adjustment for Smartdata Solution
Single Use Account programs on the Smartdata platform may be subject to minimum volume requirements and additional fees. In addition, the Volume Incentive grid will be reduced by 0.25% - 0.50% for Single Use Charge Volume associated with such programs. Specific applicable terms will be included in a Single Use Account addendum.

Interchange Rate Adjustment
In the event of a reduction in interchange rates by the Associations, the Bank reserves the right to ratably adjust the rebate rates accordingly.

General Rebate Terms

Incentives will be calculated annually in arrears. Incentive amounts are subject to reduction by all Losses. If Losses exceed the rebate earned for any Contract Year, Bank will invoice the Client or such Participant for the amount in excess of the incentive, which amount shall be payable within thirty (30) days. Upon termination of the Program, actual Losses will be determined and any earned rebate will be paid 180 days following the date of termination.

For the Client and those Participants that execute a Participation Agreement by November 30, 2010, the Bank will calculate a rebate for the period beginning on the execution date of the Agreement or applicable Participation Agreement to December 31, 2010. The actual Combined Charge Volume for such period will be annualized for the purpose of determining the rebate rate to be applied to such actual Client Charge Volume or applicable Participant Charge Volume. Rebate payment for such period will be made within 90 days after December 31, 2010.

Thereafter, and for those Participants that execute a Participation Agreement following November 30, 2010, rebate payments will be made within 90 days after the end of the Contract Year via wire transfer to an account designated by the Client or such Participant. The rebate for the first Contract Year will be adjusted for a full twelve month period of Combined Charge Volume to determine the rebate rate. The rebate will be calculated on actual Client Charge Volume and applicable Participant Charge Volume for the period beginning on the execution date of the Agreement or applicable Participation Agreement the end of the first Contract Year (June 30, 2011) less any previous payments made in the first quarter of 2011.

To qualify for any rebate payment, all of the following conditions apply.

a. Settlement of any centrally billed account(s) must be by automatic debit or by Client or Participant initiated ACH, wire or check.
b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 30 day cycle & 14 days to pay unless otherwise agreed to in writing in the Agreement or Participation Agreement signed by both parties.
c. The Client or such Participant must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
d. The Client or such Participant is not in Default under the Agreement.

FEES FOR PROGRAMS USING J.P. MORGAN'S PAYMENTNET SOLUTION

The following are the fees associated with our purchasing card program in the United States:

PROGRAM FEES	
Annual card fee	$0.00
Cash advance fee	2.5% ($2.50 minimum)
Convenience check fee	2% of check amount ($1.50/check minimum)
Rejected convenience check	$0.00 per occurrence
Convenience check stop payment	$0.00
Standard card replacement	$0.00 per card
Card reinstatement	$0.00
Emergency (rush) card replacement	$25 per card if effected through J.P. Morgan. If effected through the association, customer shall pay any fees charged by the association.
Return check (payment)	$15 per return
ACH return	$20 per return
Document retrieval	Dispute-related: $0.00 Non-dispute-related: 3 copy requests free per year, then $5 per copy request
Duplicate statement	$8 per statement
Currency conversion fee	1% surcharge (association pass-through)
Dormant credit balance fee	$0.00
Over-limit fee	$0.00
Miscellaneous fees	Pass-through charges for other specialized services (case-by-case fee)
PAST DUE FEES	
Late fee	Central Bill: 1% of unpaid balance at cycle; charged on cycle date
Finance charge	None
Delinquency fee	2.5% of the full amount past due (30- & 60-day+) at cycle and each cycle thereafter; charged on cycle date.
CARD DESIGN	
Basic plastic	$0.00
Customer logo plastic	$0.00
Customized plastic	$1 per card, subject to a 1,000 card minimum for any new cards
TRAINING AND CONSULTING	
Training at J.P. Morgan's site	$0.00 (customer T&E not included)
Training at your site(s)	$0.00 for first session; additional sessions @ $950/day
TECHNOLOGY SERVICES	
PaymentNet setup fee	Waived

EDI setup/transmission	Pass-through on all setup and development costs
Paper statements	$0.00
Electronic payment fee	$0.00
Custom reporting/mapper programming/post-loader	$250 per hour ($1,000 minimum)
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
File transfer using FTP	Daily—$500/month Weekly—$250/month Bi-weekly—$125/month Monthly—$75/month

Should the Client request services not in this schedule, the Client agrees to pay the fees associated with such services.

FEES FOR PROGRAMS USING THE *SMARTDATA* SYSTEM

The following are the fees associated with our purchasing card program in the United States:

PROGRAM FEES	
Annual card fee	$0.00
Cash advance fee	2.0% ($3.00 minimum)
Convenience check fee	2% of check amount ($1.50/check minimum)
Rejected convenience check	$0.00
Convenience check stop payment	$0.00
Standard card replacement	$0.00 per card
Card reinstatement	$0.00
Emergency (rush) card replacement	$25 per card if effected through J.P. Morgan. If effected through the association, customer shall pay any fees charged by the association.
Return check (payment)	$15 per return
ACH return	$20 per return
Document retrieval	Dispute-related: $0.00 Non-dispute-related: $8 per document
Duplicate statement	$8 per statement
Currency conversion fee	1% surcharge (association pass through)
Dormant credit balance fee	$0.00
Over-limit fee	$0.00
Miscellaneous fees	None
PAST DUE FEES	
Finance charge	Prime + 2% is applied to the average daily, which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.
CARD DESIGN	
Basic plastic	$0.00
Customer logo plastic	$0.00
Customized plastic	At cost (pass-through), based on complexity of design, subject to a 1,000 card minimum
TRAINING AND CONSULTING	
Training at J.P. Morgan's site	$0.00 (customer T&E not included)
Training at your site(s)	$0.00 for first session; additional sessions @ $950/day
TECHNOLOGY SERVICES	
Paper statements	$0.00
Electronic payment fee	$0.00
Custom reporting/mapper programming/post-loader	*Smartdata* custom mapper: priced by MasterCard; pass-through charge
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	

File transfer using FTP	Daily—$500.00/month Weekly—$250.00/month Bi-weekly—$125.00/month Monthly—$75.00/month
Smartdata setup fee	$0.00
Smartdata monthly maintenance fee	$50 per program per month **WAIVED**
Smartdata real time	$0.00

Should the Client request services not in this schedule, the Client agrees to pay the fees associated with such services.

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OKLAHOMA PURCHASING CARD AGREEMENT
PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK,NA./CHASE BANK USA, N.A.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this _____ day of _____, ("Effective Date"), by and between _____, a _____ (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") a national banking association.

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of _____ (the "Commercial Card Agreement") between Independent School District Number 1 of Tulsa County (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.

2. **Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

   Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

3. **Term and Termination.** Notwithstanding the provisions of the Commercial Card Agreement, the term of this Participation Agreement shall have an initial term of four (4) years from the Effective Date unless otherwise earlier terminated as set forth herein or in the terms of the Commercial Card Agreement. Thereafter this Participation Agreement shall automatically renew for two (2) two-year terms upon the anniversary of the effective date unless earlier terminated as set forth herein or in the Commercial Card Agreement. In the event the Commercial Card Agreement terminates then this Participation Agreement shall terminate unless otherwise agreed to by the parties.

4. **Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

   To the Bank:
   JPMorgan Chase Bank, N.A.
   300 South Riverside Plaza, Suite IL1-0199
   Chicago, IL 60670-0199
   Attn: Commercial Card Contracts Manager

   To the Participant: _____
   _____
   _____
   Attn: _____

5. **Rebates.** Except as otherwise provided herein, the Participant may earn an incentive pursuant to the terms and conditions of the Commercial Card Agreement. Settlement Terms for the Participant are [_____] and [___].

6. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Oklahoma, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

BANK:

By: _____

Name: _____

Title _____

PARTICIPANT:

By: _____

Name: Stacey Walker

Title: Board President

Participant Attestation:
The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By: _____

Name: _____

Title _____

JP Morgan Chase Contract 22-23

Final Audit Report 2022-12-02

Created:	2022-12-01
By:	Erin Whitworth (whitwer@tulsaschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJYtl9WJcddnsBe7lcpEgSOoSi5--UiWP

"JP Morgan Chase Contract 22-23" History

Document created by Erin Whitworth (whitwer@tulsaschools.org)
2022-12-01 - 2:30:17 PM GMT- IP address: 184.179.123.120

Document emailed to Rachael Vejraska (vejrara@tulsaschools.org) for signature
2022-12-01 - 2:32:35 PM GMT

Email viewed by Rachael Vejraska (vejrara@tulsaschools.org)
2022-12-02 - 8:24:39 PM GMT- IP address: 184.179.123.122

Document e-signed by Rachael Vejraska (vejrara@tulsaschools.org)
Signature Date: 2022-12-02 - 8:25:08 PM GMT - Time Source: server- IP address: 184.179.123.122

Agreement completed.
2022-12-02 - 8:25:08 PM GMT

19-20

LETTER OF AGREEMENT FOR INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA d/b/a NORMAN PUBLIC SCHOOLS AFFINITY CARD PROGRAM (VISA® CHECK CARD) AND USE OF SCHOOL SYMBOL AND LOGO

THIS LICENSE AGREEMENT is granted this _____ day of _____, 20_____ by Independent School District No. 29 of Cleveland County, Oklahoma d/b/a Norman Public Schools ("Licensor"), to True Sky Credit Union ("Licensee").

WHEREAS, Licensee wishes to use the Norman Public Schools Logo (see attached "Exhibit A") in connection with the Visa® Check Card program offered by True Sky Credit Union to be made available to all employees and the general public interested in supporting the school district according to the terms outlined in True Sky Credit Union's Checking Application;

WHEREAS, Licensor has determined that it is in the best interests of the residents of the School District that Licensee be allowed to use Logo for said purpose(s);

THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree to the following terms and conditions:

1. **Grant of Non-Exclusive License.** Licensor grants to Licensee a nonexclusive, nontransferable license to use the Logo in connection with the production of Visa® check cards and for advertising purposes to promote the Visa® Check Card Program. Licensee may not assign any or all if its rights or obligations under this Agreement without prior written consent of Licensor and without the assignee signing a written agreement to be bound by this Agreement. Any unauthorized assignment is void.

2. **Ownership of Logo.** Licensor warrants that it is the sole owner of all the intellectual property rights pertaining to the Logo. Licensee acknowledges the ownership of the Logo in Licensor, agrees that it will do nothing inconsistent with such ownership. Licensee agrees that nothing in this License shall give Licensee any right, title or interest in the Logo other than the right to use the Logo in accordance with this License and Licensee agrees that it will not attack the title of the Licensor to the Logo or attack the validity of this License.

3. **Payments.** True Sky Credit Union agrees to pay Norman Public Schools five percent (5%) of the qualifying interchange income on all cards issued under the Norman Public Schools Visa® Check Card Program. Payments shall be made on a quarterly basis and shall be accompanied by an accounting report to include the number of cards issued under the program, the number of transactions, and the total dollar amount of the respective Visa® Check Card activity. To protect the privacy of the Visa® Check Card participants, the reports will not include any information about individual card-holders or account numbers.

4. **Quality of Logo-Bearing Products and Appropriate Use of Logos.** Licensee agrees that the nature and quality of all products produced by Licensee bearing the Logo, and all related advertising, promotional and other related uses of the Logo by the Licensee, shall be subject to the approval of Licensor. **Licensee agrees not to use the**

Logo in a form and/or manner deemed inappropriate by Licensor. Inappropriate uses of the Logo include, but are not limited to, using the Logo in conjunction with content that is profane, that endorses illegal or immoral conduct, that endorses the consumption of controlled substances (such as alcohol, tobacco, or drugs), that is derogatory toward any person or group of people, or that could otherwise be construed to be offensive. Licensor, in its sole discretion, shall determine whether the Logo is used appropriately. Licensee further agrees to supply Licensor with specimens of all the uses of the Logo upon request.

5. **Terms and Termination.** This Agreement shall continue in force and effect until June 30, 2020 and shall automatically renew for successive one-year terms thereafter unless terminated by either party. Licensor or Licensee shall have the right to terminate this agreement, with or without cause, upon ten (10) days written notice to the other party. Upon termination of this agreement, Licensee agrees to immediately discontinue all use of the Logo, and to destroy materials bearing the Logo. The terms of this agreement may be renegotiated for any future July 1st to June 30th fiscal year.

6. **No Agency or Partnership.** Nothing in this Agreement shall be construed to constitute or form a partnership or joint venture between or among the Parties. Neither of the parties shall have any right to obligate or bind the other, and neither party shall hold itself out to third parties as having any such right or any authority whatsoever to enter into contracts on behalf of the other. Each of the Parties shall meet all of its obligations and the responsibilities as an employer to its own employees under any applicable laws, including without limitation those pertaining to taxes, unemployment compensation, or insurance.

7. **Choice of Law.** This License Agreement shall be construed and interpreted according to the laws of the State of Oklahoma.

8. **Notices**. All notices and other communications required or permitted under the Agreement will be in writing (or email) and shall be deemed to have been duly given: (a) when delivered by hand; or (b) on the earlier of the date of receipt or (i) three days after being deposited with a delivery or express courier service that is nationally recognized in the United States and that has represented that it will make delivery in three or fewer days; or (ii) four days after being mailed, postage prepaid, by registered or certified mail. Notice by email will be deemed to have been delivered on the day after it is sent if the sender has not received notification that the email was not delivered or deliverable. In each case, notice will be sent to the addresses and to the attention of the individuals set forth below:

(a) If to Licensee: True Sky Credit Union
Attention: President
P.O. Box 26406
Oklahoma City, OK 73126

With a copy to/email: Greg@trueskycu.org

(b) If to Licensor: Norman Public Schools
Attention: Chief Financial Officer
131 South Flood Avenue
Norman, OK 73069

With a copy to/email: brendab@norman.k12.ok.us

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year written at the beginning of this License.

LICENSOR: Independent School District No. 29 of Cleveland County, Oklahoma d/b/a Norman Public Schools

By: Lynda Sutton

Title: _____

LICENSEE: True Sky Credit Union

By: Dan P. Watt

Title: V.P. - Branch Services

Special Conditions:

1. This license authorizes Licensee to use only the Logo which is attached hereto as "Exhibit A."

NORMAN PUBLIC SCHOOLS

SHARLA BRUEHL <sbruehl@norman.k12.ok.us>

True Sky Check Card agreement

4 messages

Brenda Burkett <brendab@norman.k12.ok.us> Wed, Apr 1, 2020 at 12:27 PM
To: Greg Cline <Greg@trueskycu.org>
Cc: Sharla Bruehl <sbruehl@norman.k12.ok.us>

Greg,

I hope this email finds you well. What a crazy, unprecedented time we are all living through these days. Hopefully you and yours are staying safe and healthy.

What has been the activity on our card program this year? I don't think we've received any payment or seen a report to know, so if you could provide that to me, I would appreciate it.

Our signed agreement we have with TrueSky was for July 1-June 30, 2020...with the option of re-ratification by both parties for ensuing years. I plan to submit the existing agreement to the Norman Board of Education, for renewal July 1 through June 30, 2021. See attached.

Let me know if that meets with your approval.

Thank you, and please take care. Stay Safe and Stay Home as much as you can!

Regards, Brenda

–
Brenda R. Burkett, CPA, SFO
Chief Financial Officer
Norman Public Schools, Norman OK
405-366-5801 (work)
405-659-6430 (cell)
http://www.normanpublicschools.org

NORMAN PUBLIC SCHOOLS

To prepare and inspire all students to achieve their full potential.
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This email, including any attachments, is intended only for the use of the individual to which it is addressed and may contain confidential information that is legally privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are notified that any review, use, disclosure, distribution or copying of this communication is strictly prohibited. If you have received this email in error, please notify me immediately.

True Sky Credit Contract.pdf
133K

Greg Cline <Greg@trueskycu.org> Wed, Apr 1, 2020 at 12:50 PM
To: Brenda Burkett <brendab@norman.k12.ok.us>
Cc: Sharla Bruehl <sbruehl@norman.k12.ok.us>

Good afternoon Ms. Burkett,

Things are good in my family and my wife was happy to return to her classroom albeit for a short time today for some planning procedures. We're all looking forward to things returning to "normal" soon!

I will get a summary of the activity for the card and submit that to you as soon as possible. It's good to hear from you!

I appreciate your membership,

Greg Cline

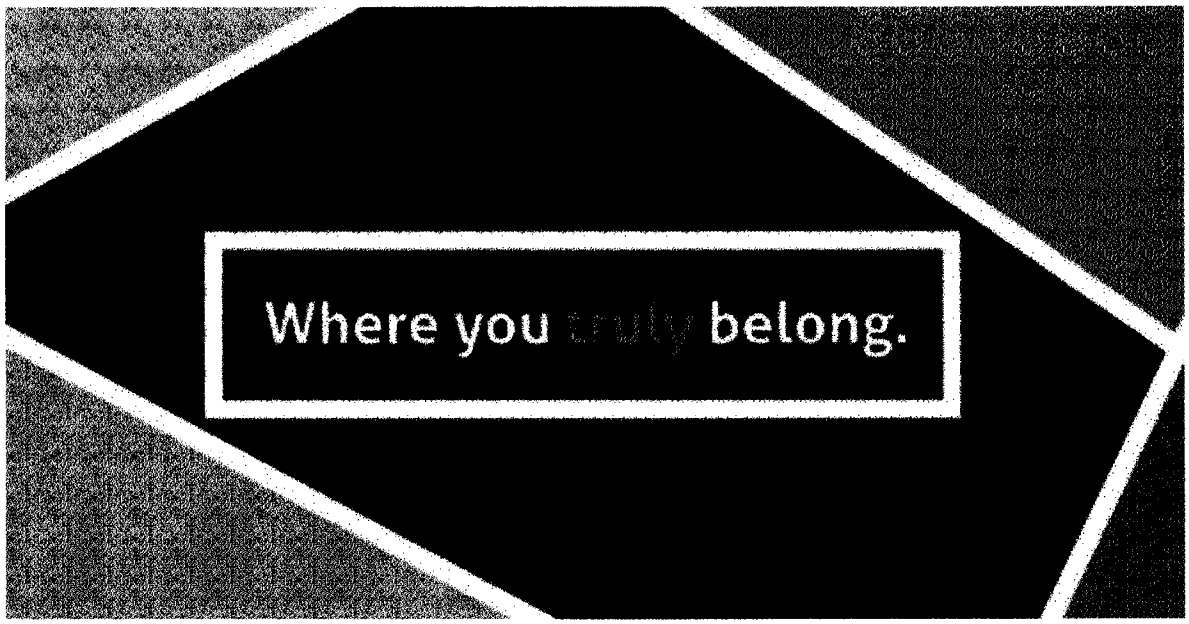
Branch Manager- Norman

True Sky Credit Union

Ph. (405) 682-1990 x2513

NMLS: 1876008

Member service is a top priority. Please take a moment to complete a membership survey to let us know how we are doing at True Sky Credit Union.



From: Brenda Burkett <brendab@norman.k12.ok.us>
Sent: Wednesday, April 1, 2020 12:27 PM
To: Greg Cline <Greg@trueskycu.org>
Cc: Sharla Bruehl <sbruehl@norman.k12.ok.us>
Subject: True Sky Check Card agreement

WARNING: This email is from an external source. Do not click links or attachments unless you recognize the sender and know the content is safe.

Greg,

I hope this email finds you well. What a crazy, unprecedented time we are all living through these days. Hopefully you and yours are staying safe and healthy.

What has been the activity on our card program this year? I don't think we've received any payment or seen a report to know, so if you could provide that to me, I would appreciate it.

Our signed agreement we have with TrueSky was for July 1-June 30, 2020...with the option of re-ratification by both parties for ensuing years. I plan to submit the existing agreement to the Norman Board of Education, for renewal July 1 through June 30, 2021. See attached.

Let me know if that meets with your approval.

Thank you, and please take care. Stay Safe and Stay Home as much as you can!

Regards, Brenda

--

Brenda R. Burkett, CPA, SFO

Chief Financial Officer

Norman Public Schools, Norman OK

405-366-5801 (work)

405-659-6430 (cell)

http://www.normanpublicschools.org

To prepare and inspire all students to achieve their full potential.

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This email, including any attachments, is intended only for the use of the individual to which it is addressed and may contain confidential information that is legally privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are notified that any review, use, disclosure, distribution or copying of this communication is strictly prohibited. If you have received this email in error, please notify me immediately.

CONFIDENTIAL AND PRIVILEGED COMMUNICATION: This electronic mail transmission, and any documents, images, files or previous e-mail messages included in or attached hereto, may contain privileged, proprietary or confidential information that is legally protected. If you are not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, disclosure, copying, distribution or use of any of the information contained in or attached to the e-mail is STRICTLY PROHIBITED. Interception of e-mail is a crime under federal law. If you have received this e-mail transmission in error, please immediately notify us by replying to this e-mail, or by telephone, and immediately delete and destroy the e-mail transmission along with any and all attachments thereto.

Brenda Burkett <brendab@norman.k12.ok.us> Tue, Apr 14, 2020 at 3:39 PM
To: Greg Cline <Greg@trueskycu.org>
Cc: Sharla Bruehl <sbruehl@norman.k12.ok.us>

Greg,

Thanks for sending me the activity summary on the card program, when you get the chance.

One other point I brought up in my previous email was the renewal of our agreement with True Sky for next year...beginning July 1, 2020. I presume you would like for our Board to re-ratify the agreement, correct?

[Quoted text hidden]
[Quoted text hidden]

NORMAN PUBLIC SCHOOLS

To prepare and inspire all students to achieve their full potential.
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[Quoted text hidden]

Greg Cline <Greg@trueskycu.org> Tue, Apr 14, 2020 at 3:56 PM
To: Brenda Burkett <brendab@norman.k12.ok.us>
Cc: Sharla Bruehl <sbruehl@norman.k12.ok.us>

Hello Brenda,

First off, I want to apologize for not getting back with you prior to now.

On the cards, we've had 10 cards ordered up to when I checked at month's end. We had some changes in our Marketing Team and unfortunately, some things fell through the cracks. We have a fresh set of folks who are working behind the scenes to help get everything going. The total generated was under $20 but I could not get an exact number. Obviously, we are wanting this amount to be much stronger and prior to Covid-19 closures, we'd signed a partnership with the district's PTA to get more word out on the card. We want to get the number up to 300+ cards so we can get some nice disbursements to the district.

Yes, we definitely want to continue the card and are making plans for getting more exposure to it when these crazy times come to a close.

Again, I apologize for taking so long to reply. I hope you and your family are doing well.

Thank you,

Greg Cline

Branch Manager- Norman

True Sky Credit Union

Ph. (405) 682-1990 x2513

NMLS: 1876008

Member service is a top priority. Please take a moment to complete a membership survey to let us know how we are doing at True Sky Credit Union.



[Quoted text hidden]
[Quoted text hidden]

OECU Oklahoma Educators Credit Union

LETTER OF AGREEMENT FOR INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA d/b/a NORMAN PUBLIC SCHOOLS AFFINITY CARD PROGRAM (VISA® CHECK CARD) AND USE OF SCHOOL SYMBOL AND LOGO

THIS LICENSE AGREEMENT is granted this 5th day of March, 20 18 by Independent School District No. 29 of Cleveland County, Oklahoma d/b/a Norman Public Schools ("Licensor"), to Oklahoma Educators Credit Union ("Licensee").

WHEREAS, Licensee wishes to use the Norman Public Schools Logo (see attached "Exhibit A") in connection with the Visa® Check Card program offered by Oklahoma Educators Credit Union to be made available to all employees and the general public interested in supporting the school district according to the terms outlined in Oklahoma Educators Credit Union's Checkless Checking Application (see attached "Exhibit B");

WHEREAS, Licensor has determined that it is in the best interests of the residents of the School District that Licensee be allowed to use Logo for said purpose(s);

THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree to the following terms and conditions:

1. **Grant of Non-Exclusive License.** Licensor grants to Licensee a nonexclusive, nontransferable license to use the Logo in connection with the production of Visa® check cards and for advertising purposes to promote the Visa® Check Card Program. Licensee may not assign any or all if its rights or obligations under this Agreement without prior written consent of Licensor and without the assignee signing a written agreement to be bound by this Agreement. Any unauthorized assignment is void.

2. **Ownership of Logo.** Licensor warrants that it is the sole owner of all the intellectual property rights pertaining to the Logo. Licensee acknowledges the ownership of the Logo in Licensor, agrees that it will do nothing inconsistent with such ownership. Licensee agrees that nothing in this License shall give Licensee any right, title or interest in the Logo other than the right to use the Logo in accordance with this License and Licensee agrees that it will not attack the title of the Licensor to the Logo or attack the validity of this License.

3. **Payments.** Oklahoma Educators Credit Union will retain the first $500.00 in proceeds from the Norman Public Schools Spirit Visa® Check Card program to cover the initial set-up fee for the unique card. Once the initial $500.00 in proceeds has been reached, Oklahoma Educators Credit Union agrees to pay Norman Public Schools five percent (5%) of the qualifying interchange income on all cards issued under the Norman Public Schools Visa® Check Card Program. Payments shall be made on a monthly basis and shall be accompanied by an accounting report to include the number of cards issued under the program, the number of transactions, and the total dollar amount of the respective Visa® Check Card activity. To protect the privacy of the Visa® Check Card participants, the reports will not include any information about individual card-holders or account numbers.

4. **Quality of Logo-Bearing Products and Appropriate Use of Logos.** Licensee agrees that the nature and quality of all products produced by Licensee bearing the Logo, and all related advertising, promotional and other related uses of the Logo by the Licensee, shall be subject to the approval of Licensor. **Licensee agrees not to use the Logo in a form and/or manner deemed inappropriate by Licensor.** Inappropriate uses of the Logo include, but are not limited to, using the Logo in conjunction with content that is profane, that endorses illegal or immoral conduct, that endorses the consumption of controlled substances (such as alcohol, tobacco, or drugs), that is derogatory toward any person or group of people, or that could otherwise be construed to be offensive. Licensor, in its sole discretion, shall determine whether the Logo is used appropriately. Licensee further agrees to supply Licensor with specimens of all the uses of the Logo upon request.

5. **Terms and Termination.** This Agreement shall continue in force and effect until June 30, 2018 and shall automatically renew for successive one-year terms thereafter unless terminated by either party. Licensor or Licensee shall have the right to terminate this agreement, with or without cause, upon ten (10) days written notice to the other party. Upon termination of this agreement, Licensee agrees to immediately discontinue all use of the Logo, and to destroy materials bearing the Logo. The terms of this agreement may be renegotiated for any future July 1st to June 30th fiscal year.

6. **No Agency or Partnership.** Nothing in this Agreement shall be construed to constitute or form a partnership or joint venture between or among the Parties. Neither of the parties shall have any right to obligate or bind the other, and neither party shall hold itself out to third parties as having any such right or any authority whatsoever to enter into contracts on behalf of the other. Each of the Parties shall meet all of its obligations and the responsibilities as an employer to its own employees under any applicable laws, including without limitation those pertaining to taxes, unemployment compensation, or insurance.

7. **Choice of Law.** This License Agreement shall be construed and interpreted according to the laws of the State of Oklahoma.

8. **Notices.** All notices and other communications required or permitted under the Agreement will be in writing (or email) and shall be deemed to have been duly given: (a) when delivered by hand; or (b) on the earlier of the date of receipt or (i) three days after being deposited with a delivery or express courier service that is nationally recognized in the United States and that has represented that it will make delivery in three or fewer days; or (ii) four days after being mailed, postage prepaid, by registered or certified mail. Notice by email will be deemed to have been delivered on the day after it is sent if the sender has not received notification that the email was not delivered or deliverable. In each case, notice will be sent to the addresses and to the attention of the individuals set forth below:

(a) If to Licensee: Oklahoma Educators Credit Union
Attention: President
4001 Northwest Expressway
Oklahoma City, OK 73116

With a copy to/email: cawhite@oecu.com

(b) If to Licensor: Norman Public Schools
Attention: Chief Financial Officer
131 South Flood Avenue
Norman, OK 73069

With a copy to/email: brendab@norman.k12.ok.us

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year written at the beginning of this License.

LICENSOR: Independent School District No. 29 of Cleveland County, Oklahoma d/b/a Norman Public Schools

By: _____

Title: PRESIDENT

LICENSEE: Oklahoma Educators Credit Union

By: _____

Title: _____

Special Conditions:

1. This license authorizes Licensee to use only the Logo which is attached hereto as "Exhibit A."
2. Visa® Check Cards bearing the Norman Public School Logo shall be issued according to the qualification of each individual application and terms of Oklahoma Educators Credit Union's Checkless Checking Application which is attached hereto as "Exhibit B."

Exhibit A

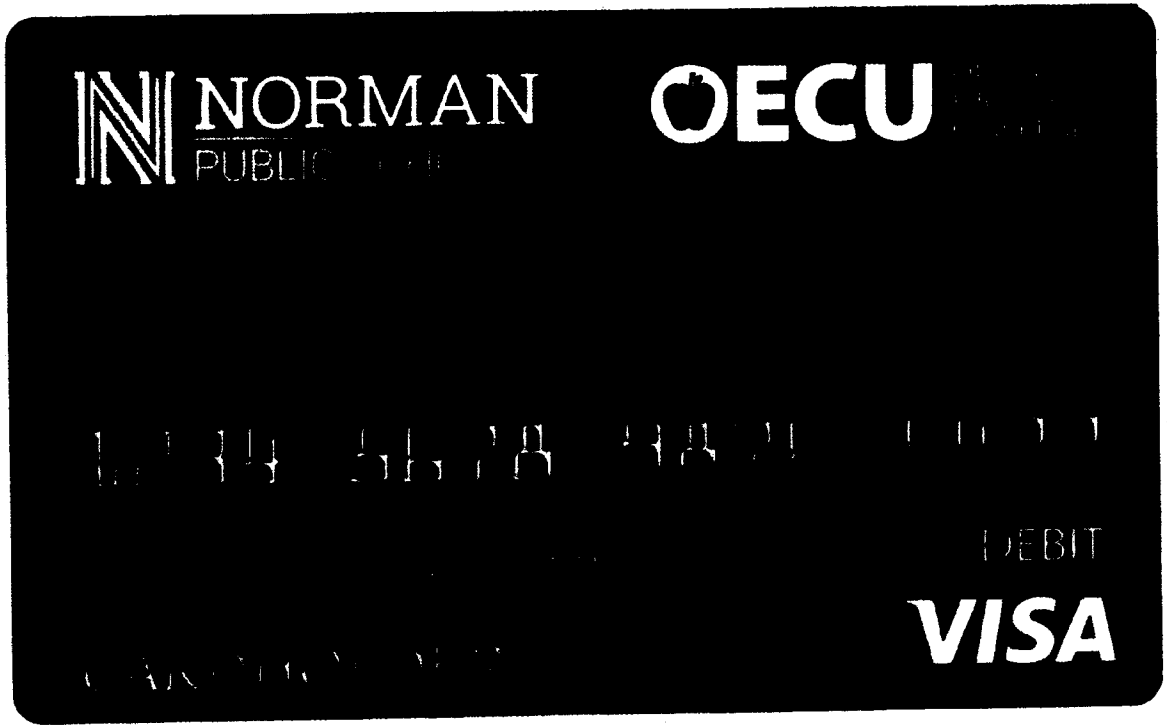
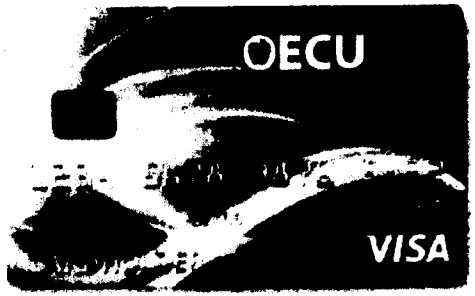


Exhibit B - pg 1

GET THE PERFECT WAY TO PAY



Ask for your new Oklahoma Educators Credit Union Visa Check Card today

Make all your purchases easy and secure, in person and online, with a new Oklahoma Educators Credit Union Visa Check Card. The amount of purchase is simply deducted from your checking account. It's also an ATM card. Use it 24 hours a day to access your Credit Union accounts at TransFund and Cirrus ATMs everywhere!

SAFETY AND CONVENIENCE

Speed through checkout

You don't need to carry cash. Pay for everything from a cup of coffee to gas and groceries with your new card.

Track every purchase online

Payments are deducted automatically from your checking account. You can see up-to-date balances as well as itemized statements online, with the merchant name, location, date and amount for every purchase.

Shop with confidence

Across the street and around the world, get protection against fraud with Visa's Zero Liability Policy* and you won't be held responsible for unauthorized purchases. Your card's embedded chip technology, which generates a one-time code, also helps reduce in-store fraud. Plus, any funds taken from your account due to fraudulent use will be returned to you.

Request your new Oklahoma Educators Credit Union Visa Check Card today!

* Visa's Zero Liability Policy covers U.S.-issued cards and does not apply to certain commercial card transactions or any transactions not processed by Visa. Individual replacement limit amounts are provided on a prudential basis and may be reduced, delayed, limited, or rescinded by your issuer based on factors such as gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim and account standing and history. You must notify your financial institution immediately of any unauthorized use. Transactions at issue must be posted to your account before replacement funds may be issued. For specific restrictions, limitations and other details, please consult your issuer.

(DETACH AND RETAIN)

The following is an agreement between you and Oklahoma Educators Credit Union (the "Credit Union") covering TransFund Check Card(s). Please read this disclosure carefully because it tells you your rights and obligations for those transactions. You should keep this notice for future reference.

(1) CARDHOLDER'S LIABILITY Telephone the Credit Union AT ONCE if you believe your Card(s) and/or PIN has been lost or stolen, then confirm your call with a letter. If you notify us of the lost or stolen Card(s) and/or PIN within two business days, your loss is limited to no more than $50 if someone uses your Card(s) without your permission. If you DO NOT notify us within two business days after you learn about the loss or theft of your Card(s) and/or PIN, you could lose as much as $500. Once a card is reported lost or stolen, automated tellers will disregard transactions if someone attempts to use it. Please review your account statements carefully. If they show Card(s) transactions you did not make, notify us at once. If you do not notify us within 60 days after the statement mailing date, you may not be reimbursed for the withdrawal.

Additional Limit on Liability for Visa Check Card(s): Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Check Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by Visa.

(2) NOTIFICATION PROCEDURES If your Card(s) and/or PIN has been lost, stolen, or an unauthorized transfer has taken place, call the Credit Union at (405) 722-2234, and write: Oklahoma Educators Credit Union, P.O. Box 22222, Oklahoma 73123. If not during business hours, you may call TransFund at (800) 791-2525.

(3) BUSINESS DAYS AND HOURS TO REPORT PROBLEMS The Credit Union's business days are Monday through Friday, excluding holidays. More detailed information is available upon request.

(4) TYPES OF TRANSFERS For those accounts associated with your Card(s), you may use your Card(s) at Terminals to:

a. Withdraw cash from checking or savings accounts
b. Transfer funds between checking and savings accounts
c. Make deposits in Oklahoma to checking and savings accounts
d. Inquire as to the amount of your available balance
e. Pay for purchases from merchants who have agreed to accept the Card(s) for that purpose

Some of these services may not be available at all Terminals.

(5) LIMITATIONS ON TRANSACTIONS You may withdraw a maximum of $100* or your account balance (whichever is less) from an Automated Teller Machine (ATM).

You may use your Check Card(s) to pay for goods and services at retail locations (point-of-sale) displaying the Visa symbol. We will charge against your account all purchases and withdrawals made with your Card(s). The use of your Card(s) to purchase goods and services will constitute a simultaneous withdrawal from and/or demand from, your primary checking account. You cannot place a stop payment on any transaction made with your Check Card. You cannot use your card as payment for an illegal purchase or activity.

In addition to the limits on cash withdrawals at Terminals, you may use your Check Card to purchase up to $300* in goods and services each day, as long as your available balance is sufficient to cover the aggregate of all purchases.

(6) DISCLOSURE OF CHARGES FEES assessed to your account will include:

ATM WITHDRAWAL FEE	$1.00
CARD REPLACEMENT FEE	$5.00
PIN REPLACEMENT FEE	$5.00
ATM NSF FEE** (per item)	$29.00

The Credit Union reserves the right to make future changes in checking account and/or Card(s) service charges.

NOTICE REGARDING ATM FEES BY OTHERS If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

(7) DOCUMENTATION You may get a receipt documenting the transaction at the time you make any transfer to or from your account using a Terminal or when making a purchase transaction. You may not get a receipt if the transaction is $15.00 or less. Your regular checking and savings account statements also indicate transactions made with the Card(s).

Exhibit B - pg 2

What You Need to Know About Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways.

- We have standard overdraft practices that come with your account.
- We also offer one or more overdraft protection plans, such as a line of credit or a link to another account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Share Drafts and other transactions using your share draft account number

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion and do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize your transaction, it will be declined.

What fees will I be charged if Oklahoma Educators Credit Union pays my overdraft?

Under our standard overdraft practices:

- We charge a fee of $29.00 each time we pay an overdraft.
- There is no limit to the total fees that we can charge you for overdrawing your account

___ I want Oklahoma Educators Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions with respect to the account identified below.

You can revoke this authorization at any time by completing this form again.

___ I do not want Oklahoma Educators Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions with respect to the account listed below.

Account Number _____

Printed Name _____

Signature _____

Date _____

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(8) ERROR RESOLUTION You must notify the Credit Union of any errors as soon as possible after receipt of your statement. Such notification should be in writing to ensure proper handling. In the notice to the Credit Union, (A) Tell us your name and account number; (B) Describe the error or the transfer you are unsure about. Explain as clearly as you can why you believe it is in error or why you need more information, (C) Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if the notice of error involves an electronic funds transfer during the first 30 calendar days after the first deposit is made to an account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if transfer was initiated in a foreign location, is a point-of-sale debit card transaction or if transfer occurred during the first 30 calendar days after the first deposit is made to an account) to investigate your complaint or question. If we decide to do this, we will provisionally recredit your account within 5 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account.

If the Credit Union determines an error did occur, it shall promptly correct the error. If the Credit Union determines that an error did not occur, any "provisional" recredit made to your account will be reversed.

SPECIAL ERROR RESOLUTION PROCEDURES FOR POINT-OF-SALE TRANSACTIONS (OTHER THAN FOREIGN-INITIATED TRANSFERS): In case of errors or questions about point-of-sale transactions using your card, call or write us. We will tell you the results of our investigation within 3 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will credit your account within 5 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account.

(9) DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES We will disclose information to third parties about your account or the transfers you make (A) Where it is necessary for completing transfers; or (B) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (C) In order to comply with government agency or court orders; or (D) If you give us your written permission.

(10) CREDIT UNION'S LIABILITY The Credit Union may be liable to the member for all damages caused by the Credit Union's failure to make a transfer pursuant to your instruction except where:

a. Member's account has insufficient funds to complete the transfers.
b. The funds are subject to legal or other encumbrance.
c. The Terminal has insufficient funds to complete the transfer.
d. The Terminal was not working properly and you knew about the breakdown when you started the transfer.
e. Federal Reserve Board, National Credit Union Association or state banking regulations might prohibit such transfers.

The Credit Union may be liable for damages where it failed to properly credit deposits subject to the normal policies and procedures of the Credit Union. However, in no circumstances shall the Credit Union be liable for any damages where the error or failure is beyond our control (such as fire, flood or tornado) and the Credit Union exercised due care, or where a technical or mechanical malfunction was known to the member. Also, in the case of any error or malfunction which was not intentional on the part of the Credit Union and resulted in a good-faith error, the Credit Union's liability is limited only to actual damages proved.

CURRENCY CONVERSION: When you use your ATM or Visa Check Card at a merchant or ATM in a foreign country, a fee of up to 3% of the transaction amount will be settled to your account. The current International Service Assessment (ISA) applies to all cross-border transactions. The fee will post to your account at the first of each month for all prior month transactions.

*You may qualify for a higher limit.
**Applies only if you opt into Courtesy ATM Overdrafts.

Revised 11/17

Please return your completed application to:

Mailing Address
P.O. Box 22222
Oklahoma City, OK 73123

Oklahoma City
4001 N. W. Expressway
Oklahoma City, OK 73116

Midwest City
1704 S. Air Depot
Midwest City, OK 73110

Moore
2120 Riverwalk Drive
Moore, OK 73160

Yukon
732 Garth Brooks Blvd.
Yukon, OK 73099

Norman
1251 Alameda St.
Norman, OK 73071
(Inside Homeland)

Local (405) 722-2234
Toll Free (800) 324-8259
Fax (405) 720-5242

Visit us at oecu.com

OECU | Oklahoma Educators Credit Union

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NCUA

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SHARLA BRUEHL <sbruehl@normanps.org> Thu, Apr 20, 2023 at 11:40 AM
To: Braden Davis <BDavis@oecu.com>

Thank you so much!
[Quoted text hidden]

SHARLA BRUEHL <sbruehl@normanps.org> Tue, May 2, 2023 at 8:26 AM
To: Braden Davis <BDavis@oecu.com>
Cc: Brenda Burkett <brendab@normanps.org>

Braden,
I have not heard from the President of OECU regarding our visa/check card program contract renewal for FY23-24. Is there someone else I should contact?

Thank you!
[Quoted text hidden]

Braden Davis <BDavis@oecu.com> Tue, May 2, 2023 at 10:42 AM
To: SHARLA BRUEHL <sbruehl@normanps.org>
Cc: Brenda Burkett <brendab@normanps.org>

Let me look into it. We will get it taken care of!

[Quoted text hidden]

Braden Davis <BDavis@oecu.com>
To: SHARLA BRUEHL <sbruehl@normanps.org>

Good Afternoon,

I hope all is well with you! I spoke with my regional manager after she spoke with OECU's president. It should automatically renew unless Norman is needing to make any ch

Is there any changes that the Norman School system is needing to make to the OECU debit card?

5. **Terms and Termination.** This Agreement shall continue in force and effect until Jur automatically renew for successive one-year terms thereafter unless terminated by Licensee shall have the right to terminate this agreement, with or without cause, u notice to the other party. Upon termination of this agreement, Licensee agrees to use of the Logo, and to destroy materials bearing the Logo. The terms of this agree for any future July 1st to June 30th fiscal year.

Thank you,
Braden Davis
Branch Manager
Oklahoma Educators Credit Union
1320 E Lindsey St Norman, OK 73071 | www.oecu.com
Phone: (405) 208-7509 | BDavis@oecu.com

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From: SHARLA BRUEHL <sbruehl@normanps.org>
Sent: Tuesday, May 2, 2023 8:26 AM
To: Braden Davis <BDavis@oecu.com>

[Quoted text hidden]

[Quoted text hidden]

NORMAN PUBLIC SCHOOLS

SHARLA BRUEHL <sbruehl@normanps.org>

Contract Renewal for 23-24

7 messages

SHARLA BRUEHL <sbruehl@normanps.org> Thu, Apr 20, 2023 at 10:56 AM
To: bdavis@oecu.com

Hi Braden,
Your name was given to me by Jessica at the Lindsey Street location. I need to speak to someone about renewing our visa/check card program contract. I have attached our contract here for your reference and have reached out to Franklin at 720-5222 but I have not received a call back. I'd like to get the contract approved at our May BOE meeting if possible.

Please advise who I need to contact.

Thank you!

–

Sharla Bruehl
sbruehl@normanps.org
Administrative Assistant to Chief Financial Officer Brenda Burkett
Norman Public Schools
131 S. Flood
Norman, OK 73069
405-366-5801
http://www.normanpublicschools.org

OECU Letter of Agreement Check card (1) (1).pdf
378K

Braden Davis <BDavis@oecu.com> Thu, Apr 20, 2023 at 11:34 AM
To: SHARLA BRUEHL <sbruehl@normanps.org>

Good Morning,

The president of OECU will be reaching out to your regarding this matter. I have forwarded her the email. Please let me know if you have any questions.

I hope you have an amazing day!

Thank you,
Braden Davis
Branch Manager
Oklahoma Educators Credit Union
1320 E Lindsey St Norman, OK 73071 | www.oecu.com
Phone: (405) 208-7509 | BDavis@oecu.com

OECU Banking Done Better.

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From: SHARLA BRUEHL <sbruehl@normanps.org>
Sent: Thursday, April 20, 2023 10:57 AM
To: Braden Davis <BDavis@oecu.com>
Subject: [EXTERNAL] Contract Renewal for 23-24

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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This email, including any attachments, is intended only for the use of the individual to which it is addressed and may contain confidential information that is legally privileged and exempt from disclosure under applicable law. If the

SHARLA BRUEHL <sbruehl@normanps.org> Mon, May 8, 2023 at 7:59 AM
To: Braden Davis <BDavis@oecu.com>

No, we don't need to make any changes, but we do need permission (through email is fine) to re-ratify each year from OECU. I will consider this email permission.

Thank you!
[Quoted text hidden]

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AGREEMENT

This Agreement ("**Agreement**") is made and entered into effective as of the last signature date set forth below, by and between the Committee for Children, a Washington non-profit corporation ("**CFC**" or "**Us**" or "**We**") and Norman Public Schools ("**District**" or "**You**" or "**Customer**" or "**Licensee**"). CFC and District are each a "**Party**" to this Agreement and together they constitute the "**Parties**" to this Agreement.

BACKGROUND

A. CFC provides social emotional learning, bullying prevention and child protection resources and implementation and support services.

B. District has decided to purchase a license to the materials described and itemized on CFC Quote #5048476 dated March 7, 2024 (the "**Quote**").

C. The Second Step programs for the License (defined below) are designed for educators and do not collect or process student data. CFC shall provide services and/or supplies as provided in the License, and such other administrative support as CFC customarily provides to its licensed users.

AGREEMENT

NOW, THEREFORE, in consideration of the Background set forth above, the mutual promises made herein, and the compensation when paid in accordance with the invoice to be issued by CFC, the sufficiency of which are hereby acknowledged and agreed, CFC and District mutually agree as follows:

1. Terms of Agreement. By entering into this Agreement, the Parties agree and understand that their entire relationship, and all promises, representations, and understandings and arrangements concerning the details of their relationship shall be governed by this Agreement and the document referenced in this Section 1 (the "**License**"), together with the Quote, each of which is made a part of this Agreement and is hereby incorporated by this reference, including with respect to any hyperlinks included therein, and which more fully set forth the Parties' respective obligations in connection with the Services, Curriculum, and/or Kits (as described in the License) provided to District:

1.1 The Second Step® K-8 Digital Curriculum License Agreement, including all exhibits and hyperlinked content, as amended from time to time, (the "**Second Step K-8 License**") is set forth below and applies to the Parties' respective obligations in connection with the Services and Curriculum provided under the Second Step K-8 License.

2. Amendment; Counterparts. The provisions of this Agreement may not be amended except by an agreement in writing signed by both Parties. This Agreement or any amendment may be executed by the Parties in counterparts by exchange of signature pages by mail, facsimile or email (signatures in PDF or similar format), each of which will be deemed an original and all of which will together constitute the same instrument.

[Signatures follow on the page below]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of last date of signature set forth below.

COMMITTEE FOR CHILDREN		**NORMAN PUBLIC SCHOOLS**	
Signature:	DocuSigned by: Loretta Corwin 89EFA61BBF1948C...	Signature:	
Name:	Loretta Corwin	Name:	
Title:	Director of Finance	Title:	
Date:	3/13/2024	Date:	

Exhibits to this Agreement *(in addition to those incorporated via hyperlink):*

Exhibit A	Quote
Exhibit B	Second Step® K-8 Digital Curriculum License Agreement

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Exhibit A: Quote

Committee for Children®

2815 Second Avenue, Suite 400
Seattle, WA 98121-3207 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote #	5048476
Date	3/7/2024
Customer ID	10112439

Bill To	Ship To
Norman Public Schools 131 South Flood Norman OK 73069 United States	Elizabeth Whittle Norman Public Schools 131 South Flood Norman OK 73069 United States

Requested By	Ship To	Setup Admin	Entered By
Elizabeth Whittle	Elizabeth Whittle	Name: Elizabeth Whittle Email: ewhittle@normanps.org	Tyler Morrison

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
904101	Second Step Elementary + Second Step Middle School, Multi-Site Pricing, 1-Year Licenses Renewing Subscription ID: 80028755		8/16/2024	8/16/2025	22	$2,415.00	$53,130.00

Subtotal	$53,130.00
Discount	($5,313.00)
Shipping & Handling	$0.00
Sales Tax* (%)	$0.00
TOTAL	**$47,817.00**

Please remit in US Funds.

Make check payable to: Committee for Children

***Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.**

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at:
https://secondstep.org/license-agreements

1 of 1

Prices valid for 30 days from quote date.

Please Include quote ID:5048476 on your order to guarantee pricing.

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Exhibit B: Second Step® K-8 Digital Curriculum License Agreement

Second Step® K-8 Digital Curriculum License Agreement

Last Updated: March 2021

Applies if first use is on or after March 15, 2021

This Digital Curriculum License Agreement ("**Agreement**") governs your access and use of the online service and support (the "**Service**") that allows you and an educator accessing the Service on behalf of your organization in an authorized classroom (each an "**Authorized User**") to access Second Step Elementary and Second Step Middle School (together, also referred to as "**Second Step K-8**") digital lessons, videos, supplemental and related activities, professional learning, an administrative dashboard, and other resources (collectively, the "**Curriculum**") and your use and the use by Authorized Users of the Curriculum provided by Committee for Children ("**Committee for Children**," "CFC," "**we**," or "**us**").

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE AND USE BY AUTHORIZED USERS OF THE SERVICE AND THE CURRICULUM. BY ACCESSING OR USING THE SERVICE OR USING THE CURRICULUM AND BY PERMITTING AUTHORIZED USERS TO DO SO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR DATA PROCESSING ADDENDUM AND OUR TERMS OF USE, BOTH OF WHICH ARE INCORPORATED BY THIS REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR OUR DATA PROCESSING ADDENDUM AND/OR OUR TERMS OF USE, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR THE CURRICULUM. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms in this Agreement shall prevail. The Data Processing Addendum is Exhibit A to this Agreement.

1. Consent to Electronic Communications; Eligibility. CFC may be required by law to send communications to you that pertain to the Service or the Curriculum and your use thereof. You consent to receive these communications electronically (e.g., via email, through the CFC websites, or via the Service) in accordance with our Privacy Policy. You must be at least 18 years of age to access or use the Service or the Curriculum. By using the Service or the Curriculum, you represent and warrant that you (a) are 18 years of age or older; (b) have not been previously suspended or removed from the Service or engaged in any activity that could result in suspension or removal from the Service; (c) have the full power and authority to enter into this Agreement and in so doing will not violate any other agreement to which you are a party; (d) are not barred from receiving or using the Service or the Curriculum under the laws of the United States or any other applicable jurisdiction; and (e) to the extent that you make available the Service or the Curriculum to an Authorized User, you will ensure that each Authorized User meets the above eligibility requirements and acts in accordance with this Agreement, including the Terms of Use, and you will be responsible for the acts and omissions of each Authorized User under this Agreement. You further represent and warrant that you are authorized to agree to the terms of this Agreement and our Terms of Use on behalf of any and all Authorized Users. If you are accessing or using the Service or the Curriculum on behalf of another person or entity, you represent that you are authorized to accept this Agreement and our Terms of Use on that person or entity's

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behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates this Agreement or our Terms of Use.

2. Scope of License to the Service.

2.1. License to Service and Curriculum. Subject to the terms and conditions of this Agreement, CFC grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during your Subscription to (i) access and use the Service and the Curriculum and any associated documentation and information provided by CFC online via CFC's website(s) or, in the case of downloadable portions of the Curriculum, via a hosted, password protected platform owned and controlled by an authorized school district or school used to deliver such portions of the Curriculum to Authorized Users, (ii) display and perform the Service and the Curriculum, and (iii) download, use, copy and distribute the downloadable portions of the Curriculum and permit Authorized Users to download, copy and use the same; all of the foregoing solely for your own or an Authorized User's internal, noncommercial use and solely for purposes of (y) real-time, synchronous, in-person classroom instruction and (z) real-time, synchronous remote video instruction over a secure, locked, password-protected service. Any CFC updates or upgrades to the Service or Curriculum, including any updates or upgrades that supplement or replace the original Service or Curriculum shall also be governed by this Agreement unless separate license terms accompany such updates or upgrades, in which case such separate terms will govern in the event of a conflict between such separate terms and this Agreement or as otherwise provided in such separate terms. We reserve the right, but shall have no obligation, in our sole discretion, to modify, update, upgrade or otherwise make changes, modifications, alterations, additions to or deletions from the Service and the Curriculum and to change, modify, alter, add to, or eliminate features, functionality or components from the Service or Curriculum at any time without notice and without obligation or liability to you.

2.2. Rights to Your Data. You agree that, in order to provide the Service and the Curriculum, CFC may process, transfer, use, store, transmit, display, and modify the data provided to CFC by you, including data that relates to you and your Authorized Users ("**Your Data**"). To the extent that CFC processes Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) contained within Your Data in connection with this Agreement, it will be subject to the Data Processing Addendum. As between you and CFC, you retain all right, title and interest in and to Your Data. You also acknowledge and agree that, where not prohibited by applicable law, CFC may deidentify and aggregate technical, usage, and other data about you and your Authorized Users' use of the Service and the Curriculum ("**Aggregated Data**"). CFC may use the Aggregated Data to analyze, improve, support and operate the Service and the Curriculum and otherwise for any business purpose, during and after the term of this Agreement. For clarity, Aggregated Data excludes any Personal Data (as defined in the Data Processing Addendum attached hereto as

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Exhibit A) and will not identify you, your school, or district. Aggregated Data will not be considered Your Data.

3. License Restrictions. The rights granted in Section 2.1 of this Agreement constitute the entirety of your rights with respect to the Service and the Curriculum and CFC reserves all rights in and to the Service and the Curriculum not expressly granted to you in this Agreement. The license granted to you in Section 2.1 is for internal purposes only and does not allow you or any Authorized User to do any of the following: (a) except as specifically provided in Section 2.1, permit or authorize any third party (other than an Authorized User) to access or use the Service; (b) use the Service or Curriculum on any device you do not own or control; (c) reverse engineer, decompile, disassemble or attempt to discover any source code or trade secrets related to the Service or any proprietary materials of CFC; (d) modify, alter or create any derivative works of the Service or the Curriculum; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Service or the Curriculum; (f) use or incorporate your trademark(s) or other proprietary notice(s) or any third party trademark(s) or other proprietary notice(s) on, in or in connection with the Service or the Curriculum or to suggest or imply any association between you or any third party and CFC or the Service or the Curriculum; (g) work around any technical limitations in the Service; (h) combine, integrate into or with, or otherwise connect for any purpose the Service or the Curriculum with your goods or services or any third-party goods or services (other than the hosting of the Service on an authorized school district or school platform used to deliver the Service and the Curriculum to Authorized Users) or (i) use the Service or the Curriculum for purposes other than those for which it was designed or permitted under this Agreement, including, but not limited to, for purposes of downloading or distributing the Curriculum or any other content made available via the Service (except as provided in Section 2.1). Unless stated in this Agreement or otherwise by CFC, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication, statute or otherwise. If you or any Authorized User breach any of these restrictions, you may be subject to prosecution and damages. The license granted in Section 2.1 is revocable at any time.

4. Ownership of the Service and the Curriculum. The Service and the Curriculum are licensed, not sold, subject to the terms of this Agreement. The Service and the Curriculum are valuable property of CFC and our licensors and are protected by copyright and other intellectual property laws and treaties. CFC, and our licensors, own all right, title, and interest in and to the Service and the Curriculum, including all copyright and other intellectual property rights therein.

5. Payment Terms.

5.1 Subscriptions. We offer different subscription plans for access and use of the Service and the Curriculum (each, a "**Subscription**"), on an annual or other periodic basis, all as specified on the Service site.

WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE

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THAT (A) CFC (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU IN FULL OR ON A PERIODIC BASIS (AS SELECTED BY YOU VIA THE SERVICE) FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) IN ADVANCE; AND (B) YOUR SUBSCRIPTION WILL CONTINUE THROUGH THE APPLICABLE SUBSCRIPTION TERM UNLESS WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT.

5.2 Cancellation Policy. YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY CALLING COMMITTEE FOR CHILDREN AT THE NUMBER INDICATED ON OUR CONTACT US PAGE. IF YOU CANCEL YOUR SUBSCRIPTION WITHIN NINETY (90) DAYS OF PURCHASE, YOU WILL RECEIVE A FULL REFUND. COMMITTEE FOR CHILDREN HAS NO OBLIGATION TO REFUND ANY AMOUNTS FOR SUBSCRIPTIONS CANCELLED MORE THAN NINETY (90) DAYS AFTER PURCHASE.

5.3 Free or Promotional Trials. From time to time, to the extent legally permitted, we may offer free or reduced rate promotional trials of certain Subscriptions for specified periods of time without payment or for a reduced promotional price. If we offer you a free or promotional trial, the specific terms of your free trial will be provided in the marketing materials describing the particular trial, during the registration process on SecondStep.org, or when the code for the trial is entered on SecondStep.org.
ONCE YOUR FREE OR REDUCED-RATE PROMOTIONAL TRIAL ENDS, YOUR ACCESS TO AND RIGHT TO USE FOR ALL PURPOSES THE SERVICE AND THE CURRICULUM WILL AUTOMATICALLY END AS WELL, WITHOUT NOTICE FROM US. AT SUCH TIME (OR AT ANYTIME BEFORE THE END OF YOUR FREE OR REDUCED RATE PROMOTIONAL TRIAL), YOU HAVE THE OPTION TO PURCHASE A SUBSCRIPTION THROUGH THE PROCESS DESCRIBED IN THIS AGREEMENT. WE RESERVE THE RIGHT TO MODIFY OR TERMINATE FREE OR REDUCED-RATE PROMOTIONAL TRIALS AT ANY TIME, WITHOUT NOTICE, AND IN OUR SOLE DISCRETION.

5.4 Payment and Billing Information. By providing a payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you permit us (or our third party payment processor) to charge your payment method for the total amount of your Subscription or other purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change or update payment information associated with your account, you can do so by calling, emailing or otherwise contacting us to adjust or edit your payment information. You acknowledge that the amount billed may vary due to promotional offers, changes to your Subscription or changes in applicable taxes or other charges, and you authorize us (or our third party payment processor) to charge your payment method for the corresponding amount.

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5.5 Pricing and Availability. All prices are shown in US dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Subscription, we will provide advance notice of such changes. We will not, however, be required to notify you of changes in any applicable taxes. All of our Service, Curriculum and Subscriptions are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, or to discontinue offering certain Service, Curriculum or Subscriptions without prior notice, even if you have already placed an order.

5.6 Taxes. You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of a Subscription. We will collect applicable sales tax if we determine that we have a duty to collect sales tax. We will present any taxes that we are required to collect on your invoice, but note that actual taxes charged may be adjusted from the amount shown on the invoice. Several factors may cause this, such as variances between processor programs and changes in tax rates.

6. Your Privacy Obligations. You represent and warrant that: (a) that you have sufficient rights in You Data to grant the rights granted to CFC in Section 2.2; (b) all of Your Data provided in connection with the Service and the Curriculum is and will remain accurate and complete, and you will maintain and update such data as needed; (b) all of Your Data has been collected in accordance with Applicable Law (as defined in the Data Processing Addendum) including the provision of any required notice and the collection of any required consents necessary for CFC's provision of the Service and the Curriculum; and (c) CFC's use of Your Data in accordance with this Agreement and on your instructions will not cause CFC to violate any Applicable Law. .

7. Feedback. You may provide CFC with comments, suggestions, observations, information, and other feedback regarding the performance, features, and functionality of the Service, including in response to any surveys or questions posed by CFC (collectively, "**Feedback**"). To the extent you voluntarily provide Feedback, you understand and agree that the Service-related and Curriculum-related data and information obtained or collected by CFC in connection with such access will be non-confidential and part of any Feedback you provide under this Agreement. CFC will own exclusive rights, including, without limitation, all intellectual property rights, in and to all Feedback and any resulting upgrades, updates, modifications, alterations, additions or changes to the Service or the Curriculum based on the Feedback, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. Support Resources. CFC may provide certain support or maintenance resources for the Service and/or the Curriculum during your Subscription. If you have any questions regarding the Service or the Curriculum, please contact CFC at 800-634-4449 or support@cfchildren.org.

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9. No Warranty. IN ADDITION TO THE WARRANTY DISCLAIMERS IN OUR TERMS OF USE, YOU ACKNOWLEDGE AND AGREE THAT (A) THE SERVICE OR THE CURRICULUM MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) ACCESS AND USE OF THE SERVICE AND THE CURRICULUM IS AT YOUR SOLE RISK; (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; AND (D) YOU SHALL HAVE NO CLAIM AGAINST CFC OR RIGHT TO ANY REFUND FOR ANY UPDATE, UPGRADE, MODIFICATION, ALTERATION, CHANGE, ADDITION TO OR DELETION FROM THE SERVICE OR THE CURRICULUM OR WITH RESPECT TO ANY FEATURE, FUNCTIONALITY OR COMPONENT OF THE SERVICE OR THE CURRICULUM. CFC SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE SERVICE OR THE CURRICULUM OR FOR ANY LOSS OF DATA. CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE CURRICULUM WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (COLLECTIVELY, "**FAULTS**") OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, STATEMENT, REPRESENTATION OR ADVICE GIVEN BY CFC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS ABOVE AND IN OUR TERMS OF USE MAY NOT APPLY TO YOU.

10. Limitation of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY IN OUR TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ANY OF THE OTHER CFC PARTIES (AS DEFINED IN OUR TERMS OF USE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OR THE ACCESS OR USE BY ANY AUTHORIZED USER OF THE SERVICE OR THE CURRICULUM (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE OR THE RELIANCE BY AUTHORIZED USERS ON ANY INFORMATION OBTAINED FROM CFC, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, FAULTS, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CFC'S RECORDS, PROGRAMS OR SYSTEMS), AND EVEN IF CFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALL LIMITATIONS OF LIABILITY UNDER SECTION 10 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

11. Indemnification. In addition to your indemnification obligations set forth in our Terms of Use, to the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless CFC Parties from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to (a) your access to or use of the Services and Curriculum; (b) your violation of this Agreement; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (d) an Authorized Users' access to or use of the Services and Curriculum or violation of this Agreement; or (e) Your Data (including, without limitation, the violation of any Applicable Law). You agree to promptly notify the CFC Parties of any third-party Claims, cooperate with CFC Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the CFC Parties will have control of the defense or settlement, at CFC's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and CFC or the other CFC Parties.

12. Term and Termination; Survival. The license granted under Section 2 shall be in effect from the date you first access the Service until the end of your Subscription. Either party may terminate this Agreement at any time, with or without cause, by providing written notice (email is sufficient) of termination to the other party. Upon such termination, the license granted under Section 2.1 will automatically terminate and you must promptly: (a) cease accessing and using the Service and any information related to the Service; and (b) destroy all information related to the Service in your possession or control. The following sections of this Agreement will survive any termination or expiration of this Agreement: Sections 1, 2.2, 3–15 and Exhibit A, Data Processing Addendum.

13. Severability. If any term, clause, or provision of this Agreement is held invalid or unenforceable, then that term, clause, or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of this Agreement.

14. Miscellaneous. This Agreement (including the Data Processing Addendum), together with CFC's Terms of Use and Privacy Policy (as applicable), constitute the entire agreement between CFC and you regarding your Subscription and use of the Service and the Curriculum. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN KING COUNTY, WASHINGTON.

15. Contact. If you have any questions or concerns regarding the Service or this Agreement, please contact CFC by email at support@cfchildren.org or by mail or phone at:

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Committee for Children
2815 Second Ave., Suite 400
Seattle, WA 98121
800-634-4449

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Exhibit A to Second Step® K-8 Digital Curriculum License Agreement
DATA PROCESSING ADDENDUM

Last Updated: March 2021

Applies if first use is on or after March 15, 2021

This Data Processing Addendum ("**Addendum**") supplements the Second Step® K-8 Digital Curriculum License Agreement (the "**Agreement**"), between You ("**Customer**") and Committee for Children ("**CFC**"), is effective as of the date You begin to implement use of the Services and Curriculum as defined in the Agreement (the "**Effective Date**"), and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreement. In the event of any inconsistency or conflict between this Addendum and the Agreement, this Addendum will govern. Customer and CFC agree as follows:

1. **Personal Information**. In connection with providing the Service and the Curriculum under the Agreement, CFC will be Processing Personal Information on behalf of Customer. "**Personal Information**" means information that relates, directly or indirectly, to an identified or identifiable person (a "**Data Subject**"), which may include names, email addresses, postal addresses, or online identifiers, that Customer provides or submits in connection with the Agreement. For the avoidance of doubt "Personal Information" includes all information that falls under the definition of "Personally Identifiable Information" as that term is defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. §1232, 34 C.F.R. Part 99 ("**FERPA**"). As between Customer and CFC, all Personal Information is the sole and exclusive property of Customer.

2. **CFC and Customer Responsibilities**. The parties acknowledge and agree that: (a) CFC is a processor and/or service provider, as applicable, with respect to Personal Information under Applicable Law (defined below); (b) Customer is a controller and/or business with respect to Personal Information under Applicable Law; and (c) each party will comply with the obligations applicable to it under Applicable Law with respect to the Processing of Personal Information.

3. **CFC Responsibilities**. "**Process**" or "**Processing**" means any operation or set of operations which is performed on Personal Information, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Personal Information. As a part of providing the Curriculum and the Service under the Agreement, CFC will:

   (a) Process Personal Information solely in accordance with Customer's documented instructions, including as contained within the Agreement and as necessary to provide the Curriculum and the Service. Without limiting the foregoing, CFC will not: (i) collect, retain, use, or disclose Personal Information for any purpose other than as necessary for the specific purpose of performing the Service and providing the Curriculum, or as described in the Agreement, including use of the Personal Information for a commercial purpose other than providing the Service and the Curriculum; and (ii) sell the Personal Information;

   (b) Process Personal Information in accordance with laws, rules, and regulations that apply to CFC's provision of the Service and the Curriculum under the Agreement, including, as applicable, the California Consumer Privacy Act ("**CCPA**"), FERPA, the Children's Internet Protection Act, Pub. L. 106-

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554 (the "**CIPA**"), the Protection of Pupil Rights Amendment Act, 20 U.S.C. §1232h, 34 C.F.R. Part 98 (the "**PPRA**"), and Washington's Public Records Act (the "**PRA**"), Chapter 42.56 RCW (collectively, "**Applicable Law**");

(c) not disclose Personal Information to any third party without first, except to the extent prohibited by Applicable Law, (i) notifying Customer of the anticipated disclosure (so as to provide Customer the opportunity to oppose the disclosure and obtain a protective order or seek other relief); (ii) obtaining Customer's prior consent to the disclosure; or (iii) imposing contractual obligations on the third party recipient that are at least reasonably equivalent to those obligations imposed on CFC under this Addendum;

(d) amend, correct, or erase Personal Information at Customer's reasonable written request and provide a means for Customer to update and make accurate Personal Information Processed by CFC;

(e) notify Customer of any third party request (by a Data Subject or otherwise) to (i) restrict the Processing of Personal Information; (ii) port Personal Information to a third party; or (iii) access, rectify, or erase Personal Information. CFC will use commercially reasonable efforts to assist Customer, at Customer's reasonable written request and expense, in complying with Customer's obligations to respond to requests and complaints directed to Customer with respect to Personal Information Processed by CFC;

(f) ensure that CFC personnel Processing Personal Information are subject to obligations of confidentiality; and

(g) keep Personal Information logically distinct from other information of CFC or its personnel, suppliers, customers or other third parties.

CFC will use commercially reasonable efforts to inform Customer if CFC becomes aware or reasonably suspects that Customer's instructions regarding the Processing of Personal Information may breach any Applicable Law.

4. **CFC's Processing of Education Records.** With respect to CFC's Processing of Personal Information contained within Education Records (as defined within FERPA), CFC agrees that in performing its obligations under this Addendum, (1) CFC is acting as a "School Official," as that term is used in FERPA, by providing, developing, or evaluating educational products or services to Customer and Customer's students as described in the Agreement. Without limiting the generality of the foregoing, CFC will comply with applicable obligations related to education records and Personal Information, and will use the educational records and Personal Information of Customer's students only to the extent necessary to fulfill the specific purpose of this Addendum and the Agreement. CFC is under the direct control of Customer with respect to the use and maintenance of education records including, but not limited to, 34 C.F.R. §99.33, when using and re-disclosing Personal Information. CFC shall at all times reasonably comply with relevant policies or procedures of Customer relating to FERPA, privacy, minors, the protection of data, and the like, to the extent that such policies or procedures are not inconsistent with this Addendum, including, but not limited to, Customer's privacy statements.

(a) *Production of Education Records*. During the Term, CFC shall after its receipt of a written request from Customer, produce to Customer any data, whether electronic or hard copy, that is in the possession of CFC and that constitutes an education record of a student of Customer. CFC shall not be

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required to comply with the foregoing if the requested record(s) is/are also in the possession of Customer.

(b) *Return of Education Records*. Unless CFC obtains Customer's written consent to the contrary, then reasonably promptly after the expiration of the Term or sooner termination of the Agreement, CFC shall return to Customer all data in its possession, whether electronic or hard copy, that contains or constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if CFC has no such data; or (b) the Customer already has access to such data and that such access shall continue indefinitely.

(c) *Destruction of Education Records*. During the Term, CFC shall not destroy any record that constitutes or contains Personal Information or an education record. After the expiration or sooner termination of the Agreement, CFC shall not destroy any record that constitutes or contains Personal Information or an education record of a student of Customer under FERPA without providing advance written notice to Customer.

(d) *Retention of Education Records*. After the expiration or sooner termination of the Agreement, CFC may retain data obtained as a result of this Addendum and the Agreement to the extent required to comply with applicable law or CFC's recordkeeping policies, or such data that is fully "de-identified," which, for the purpose of this Addendum, means that it has been stripped of all direct and indirect student identifiers and does not constitute "Personally Identifiable Information" under FERPA.

5. **Subcontractors.** CFC will not engage another processor to process Customer's Personal Information without authorization from Customer, which Customer hereby provides. Customer hereby provides its general written authorization for CFC's use of subcontractors to Process Personal Information on behalf of Customer.

6. **Security Safeguards**. CFC will use commercially reasonable efforts to implement and maintain appropriate technical and organizational measures consistent with industry standards to protect and ensure the confidentiality, integrity, and availability of Personal Information.

7. **Security Breach**. If CFC becomes aware of any actual Security Breach (defined below), CFC will take commercially reasonable efforts to, without undue delay: (a) notify Customer of the Security Breach and any third-party legal processes relating to the Security Breach; and (b) help Customer investigate, remediate, and take any action required under Applicable Law regarding the Security Breach. "**Security Breach**" means any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of Personal Information under CFC's possession or control. The obligations in this Section do not apply to incidents that are caused by Customer or Customer's personnel or Authorized Users.

8. **Return or Destruction of Personal Information**. Upon written request by Customer or when CFC no longer is required to Process Personal Information to fulfill its obligations under the Agreement, CFC will use commercially reasonable efforts to (a) cease all use of Personal Information; and (b) return all Personal Information to Customer or, at Customer's option, destroy all Personal Information and all copies thereof, except to the extent that CFC is required under Applicable Law to keep a copy of Personal Information for a specified period of time.

9. **DISCLAIMER**. CFC MAKES NO REPRESENTATION OR WARRANTY THAT THIS ADDENDUM IS LEGALLY SUFFICIENT TO MEET CUSTOMER'S NEEDS UNDER APPLICABLE LAW, INCLUDING THE CCPA, FERPA,

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CIPA, PPRA AND PRA. CFC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, THROUGH A COURSE OF DEALING, OR OTHERWISE THAT THIS ADDENDUM WILL COMPLY WITH OR SATISFY ANY OF CUSTOMER'S OBLIGATIONS UNDER APPLICABLE LAW. CUSTOMER FULLY UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL OF ITS OBLIGATIONS IMPOSED BY APPLICABLE LAW. THE PARTIES AGREE THAT THERE WILL BE NO PRESUMPTION THAT ANY AMBIGUITIES IN THIS ADDENDUM WILL BE CONSTRUED OR INTERPRETED AGAINST THE DRAFTER.

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EVERFI, Inc. and the Norman Public Schools
Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING (the "***Agreement")*** is made and entered into as of the 16th day of **October, 2023** (the "***Effective Date***"), by and between **EVERFI, Inc.** ("EVERFI") and the **Independent School District No 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools**, on behalf of itself and each of its participating schools (collectively, "District"). For purposes of this Agreement, EVERFI and the District shall be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, EVERFI is a leading education technology company with the mission to help Districts teach critical topics such as financial capability, character education, career choice and digital literacy; and

WHEREAS, the District wants to empower students to succeed in school, college, careers and life and believes that EVERFI's digital curriculum will help teachers provide engaging, high quality, and consistent instruction to do so; and

WHEREAS, EVERFI and the District desire to create an agreement to bring the EVERFI curriculum to schools within the District.

NOW, THEREFORE, for good consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Responsibilities of EVERFI:

EVERFI shall:

- Provide EverFi's sponsored digital curriculum to schools within the District at no cost. This curriculum will be available the entire school year and in the summer, and the specific resources and objectives can be found at www.EVERFI.com/k12.
- Provide free educator training. EVERFI can deliver educator training sessions on an individual teacher/school basis or large group basis. Large group training sessions are preferred.
- Provide real-time data for teachers on student progress via a digital teacher dashboard.
- Provide timely support to teachers regarding implementation or technical questions related to its digital curriculum.
- Provide an annual Impact Report to the District highlighting the impact of the curriculum.
- Provide opportunities for schools, as available, to interact with program sponsors, including special events, classroom visits, and other opportunities.
- Include District teachers and administrators in webinars and other events hosted by EVERFI about life skills for students.
- Provide the District with marketing materials to promote the program and its impact, including press releases, social media guides, and more. Promotions are subject to prior approval of the district and the district has no obligation to disseminate promotions to schools and the community at large.
- Meet high standards for student data privacy – EVERFI's K12 Data Privacy Policy is outlined in Exhibit A.
- Provide the District with an EVERFI point of contact for the program and for any contract related questions.
- Provide access to EVERFI's curriculum through the District's SSO provider.

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Responsibilities of the District:

The District shall:

- Identify an overall point person for EVERFI to coordinate an annual meeting and other partnership details.
- Identify additional points of contact, for each subject area, who can help determine the appropriate placement for EVERFI sponsored learning courses. The placement of the courses will aim to reach the most students and achieve the best student outcomes.
- Invite EVERFI staff to present at relevant teacher professional development throughout the school year or help set up other means of training teachers.
- Meet with EVERFI staff annually over the summer to review the results of the annual Impact Report and to discuss the partnership for the following school year.
- Complete an annual survey providing feedback to EVERFI staff about the partnership.
- As District deems appropriate, share elements of the partnership via social media and other outlets or provide a thank you or recognition to the sponsors funding EVERFI's programs.
- Ensure that the content of the EVERFI curriculum is compliant with all applicable laws and regulations.
- Understand and agree that any student personally identifiable information (PII) that the District shares with EVERFI is "directory information," as that term is defined under the Family Education Rights and Privacy Act (FERPA) and other applicable laws relating to education records and as described in Exhibit A.
- Ensure that EVERFI has teacher and student SIS information for all relevant grades and subject areas prior to the beginning of each school year. This information will be used by EVERFI to provide teachers and students access to the EVERFI curriculum through the district's single-sign-on. See exhibit B for EVERFI's full K12 data sharing agreement.

Term:

This Agreement is for the entire school year and will renew each year upon approval by the Norman Public Schools Board of Education on or before July 1st for the upcoming academic year unless EVERFI or the District give notice of termination. Both EVERFI and the District also reserve the right to terminate this Agreement upon thirty (30) days prior written notice for any reason.

Mutual Protections:

This Agreement shall be interpreted and governed by the laws of the state of Oklahoma, excluding any laws that direct the application of another jurisdiction's law.

Except as permitted by law, neither Party shall be liable to the other for i) consequential, special, punitive, incidental, or indirect damages whether arising in contract, in tort or otherwise in connection with performance or failure to perform the Agreement or ii) direct damages in excess of one hundred thousand dollars ($100,000).

In the event that any provision or provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

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Any modification or assignment of the Agreement will be effective only if in writing and signed by both parties. A waiver of any term or condition of this Agreement must be in writing executed by both parties.

Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested.

This Agreement may be executed in any number of counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

EVERFI, INC.

Signed: Dale Strange

Print: Dale Strange

Title: President & COO, Corporate Impact

Date: October 23, 2023

DISTRICT (Norman Public Schools)

Signed:

Print: Dirk O'Hara

Title: Norman Public School Board President

Date: 10-16-23

Sensitivity: Internal

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EXHIBIT A
EVERFI K12 Data Privacy Policy

Overview

As a provider of online content, EVERFI takes student privacy very seriously and complies with two specific pieces of legislation protecting student privacy:

- **Family Education Rights and Privacy Act (FERPA):** Mandated by the Department of Education to protect the privacy of education records while still allowing for effective use of data.
- **Children's Online Privacy Protection Act (COPPA):** Mandated by the FTC to protect children under 13 from unfair or deceptive uses of personal information.

Both of these laws address third party handling of Personally Identifiable Information (PII) and Education Records. EVERFI collects and stores a narrow set of PII (set forth below), which constitutes "Directory Information" under FERPA and other applicable laws pertaining to education records because such PII is not generally considered to be harmful or an invasion of privacy if disclosed. Under applicable laws, directory information can be shared with EVERFI without first obtaining permission from the parent or eligible student, unless the parent or eligible student has opted out.

As a practice, EVERFI only uses PII for core business practices such as troubleshooting technical issues and presenting teachers with reports for individual students (such as rosters and scores). All student data, when analyzed internally or shared externally, is aggregated and/or de-identified, meaning it cannot be traced back to individual students through the use of ordinary technological measures.

PII Related Data Being Stored (K-12)

- Date of Birth is shared via SSO integration (to support COPPA compliance) but is only stored as an over/under 13 flag within EVERFI's system.
- If a student is flagged as over 13, email is stored if included in data share, and first name and last name are required.
- If a student is flagged as under 13, email is not collected and first name and first initial of last name (1 character only) is required for the sole purpose of helping teachers identify students.

General Privacy Policy and Data Security

EVERFI **DOES NOT:**

- Use student data to create student profiles or perform any other type of data mining that might result in damaging or discriminatory representations of student ability
- Use or sell student data for commercial purposes, such as creating targeted ads
- Use or sell student data for marketing research purposes
- Share email addresses or individual student data with third parties, except with parental permission
- Store PII data on removable drives or email PII data directly to anyone

EVERFI **DOES:**

- Analyze and report on student data in de-identifiable and/or aggregate form, either to improve our learning products or communicate the impact of a program to third parties. Student personally identifiable information is retained only for educational purposes.
- Use cloud-based hosting and system admin services in Amazon Web Services to host and keep all data secure
- Encrypt all data at rest, encrypt all hard-drives, and use TLS encryption for data transfer
- Use role-based access control for staff, limited to users who require such access to perform their job responsibilities
- Incorporate appropriate password policies based on specific roles and markets
- Run vulnerability and penetration security testing
- Have formal policies and programs in place regarding:
    - System Change Management
    - Staff Security Training and Review
    - System Log Monitoring, Review, and Audit
    - User Access Monitoring, Review, and Audit
    - Service Interruption Contingency and Support Escalation

Sensitivity: Internal

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Exhibit B
EVERFI K12 Data Sharing Agreement

Description of Data to be provided - upon written consent to the following conditions and restrictions, the District will provide the following digital data, as requested, to EVERFI through Clever:

1st-12th Grade Teachers: First Name, Last Name, Email, Subject, School, Section, Grade, Clever ID, Sections
1st – 12th Grade Students: First Name, Last Name or Last Initial, Email (optional), School, Birth date, Clever ID

Terms of Agreement
Data provided by the District is subject to the following conditions and restrictions:

A. Subject Data Layers Conditions and Restrictions:
   1. Digital layers provided by the District are solely for the original recipient's internal use in the conduct of its educational affairs.
   2. No digital layers may be reproduced or redistributed without the District's prior written permission.
   3. Access to the digital data provided by the District shall be exclusively for the contractor/volunteer and employees only. The term 'employee' shall mean any person directly employed on a full-time or part-time basis by the District. The term 'employee' shall also be construed to mean any contractor, consultant or any similar person or entity hired by the District for a limited purpose.
   4. The District shall require any third party contractor hired to perform work that utilizes digital data to agree not to use, reproduce, or redistribute the District data for any purpose other than indicated by prior agreement. All copies of District data used by a third party contractor must be returned to District upon contract work completion. The provisions of this paragraph apply in equal force to any independent contractor the District employee or approved volunteer shall provide any third party contractor with a copy of this signed agreement and the District representative shall approve data exchange.

B. Liabilities and Limitations for the Accuracy of Digital Data Provided:
   1. Although the District has verified the digital data to the best of its ability, the District makes no representations of any kind as to its complete accuracy; nor does it guarantee the complete accuracy of any digital data furnished. The District additionally makes no warranties of merchantability or fitness for a particular use, nor are such warranties to be implied, with respect to the digital data provided under this Agreement.
   2. EVERFI is responsible for understanding the accuracy limitations of all digital data provided. In particular, alterations and/or manipulation of the original data may adversely affect their accuracy, meaning, and design integrity.

C. Production of Printed Map/Report/Publication Products Using Digital Data Provided:
   1. EVERFI may not reproduce digital data layers in the form of a printed product provided while assuming duties as stated.

D. Sharing of the District Data with Other Persons or Entities:
   1. If at any time during the course of this Agreement, EVERFI determines that it is necessary to share portions of the District data with a person or entity not employed by the District as a consultant, contractor, or any similar person or entity for a limited public purpose, EVERFI shall first request permission from the District before sharing any portion of the District data, unless otherwise committed by this Agreement or as required by law. Any such request shall be in writing to the District and shall specify the persons or entities EVERFI wishes to share the District data with and the reasons why such sharing of information is necessary. Permission for EVERFI to share the District data provided by the District with other parties shall not be unreasonably withheld if such sharing of information is necessary to further legitimate legal purposes. Commercial or revenue-generating uses of the District data shall not be considered a legitimate purpose. The District hereby approves EVERFI's third party hosting provider, currently Amazon Web Services (AWS).

It is fully understood that pursuant to this agreement the undersigned is permitted to utilize digital information provided by the District, solely in the conduct of its own educational business affairs. Any other use unless with prior written permission from the District shall be deemed unauthorized.

Sensitivity: Internal

Agreement for Mental Health Therapeutic Clinical Services
Between
Norman Public Schools
And
Bethesda, Inc.

This Agreement for Mental Health Therapeutic Services (Agreement) dated as of the 22nd day of April, 2024, is between Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools, herein referred to as "District," and Bethesda;" each a "Party" and collectively referred to as "Parties."

In consideration of the mutual terms, covenants and conditions specified in this Agreement, NPS and Bethesda, Inc. agree as follows:

1. **Mental Health Therapeutic Clinical Services**. Bethesda, Inc. agrees to perform Mental Health Therapeutic Clinical Services and/or intake assessment duties and shall devote such time, skill, and experience towards the performance of these duties as may be required and approved services to the designated NPS student victims of criminal sexual assault as requested during the term of this Agreement. Such services shall be provided on the premises of NPS.

2. **Certification and Licensure**. Bethesda represents and warrants that the clinical staff is Board Certified licensed by the State of Oklahoma. Bethesda, Inc. and shall notify NPS immediately if, for any reason, the Oklahoma license is suspended or if certification is not renewed upon expiration.

3. **Confidentiality**. Therapists agree to adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities. Therapists specifically agree to comply with the provisions of the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA), as well as all applicable laws and regulations related to privacy and security. Therapists acknowledge that she/he may have or obtain access to confidential "education records", as defined by FERPA, and agree that she/he will not disclose any such education records except to perform duties under this Agreement or as required by law.

4. **Insurance**. Bethesda, Inc. agrees that prior to entering into this Agreement, therapists have obtained a Commercial General Liability (CGL) insurance policy, Professional Liability insurance policy (PL) and Legal Liability insurance policy (LL), each insuring therapist in an amount not less than $125,000.00 for personal injury to or death of any individual, and $1,000,000.00 in the aggregate for personal injury or death. This agreement maintains that therapists will furnish NPS with certification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, the therapist must immediately notify NPS.

5. **Indemnification**. In addition to the requirement of paragraph 4 and not in lieu thereof, Bethesda, Inc. agrees to indemnify and hold NPS and its agents, employees and officers harmless (including defense costs) against any claim, demand or action against NPS arising from Services provided by Bethesda, Inc.

6. **Prior Criminal Convictions**. Bethesda, Inc. hereby certifies that therapist is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippy Violent Offender Registration Act and has not been convicted in this state, the United States, or another state of any felony offense.

7. **Compensation**. NPS agrees to pay Bethesda, Inc. at the rate of $60.00 per hour for therapeutic face-to-face contact with students performed on a monthly basis. Therapists will provide 8-10 therapeutic counseling sessions then determine if a student needs further recommendations outside of the school setting. Therapist and Student Advocacy Coordinators for each feeder school pattern will meet no less than one time per month for one hour to consult on student treatment progress at the rate of $60.00 an hour. No payment will be made for students who receive services at Bethesda, Inc.

8. Bethesda, Inc. agrees and acknowledges that all invoices, applicable required documentation and time logs shall be submitted to NPS no later than the 10th day of the month following the month in which the Services were provided and that NPS has no obligation to forward payment to Bethesda, Inc. until NPS has been provided with a timely invoice. Invoices shall include, at a minimum, the date of Services, identification of the individual to whom Services were provided with designated student codes developed by Student Advocacy Coordinator, and a brief description of Services as well as the time applicable to each service listing. NPS shall have no obligation to therapist as an employer for withholding and remitting taxes, insurance, FICA, etc. Bethesda, Inc. and not NPS shall be responsible for the payment of any business expenses, such as transportation costs incurred by therapists in the provision of Services hereunder. This Agreement does not apply to extended year services provided to NPS by Bethesda, Inc. This Agreement will be honored for the school calendar days that students are in session. Such extended year Services shall be set forth in a separate agreement between the parties, if applicable.

9. **Term and Termination**. This Agreement is effective as of July 1, 2023 and shall continue in effect through June 30, 2024 (September 30, 2024 end of grant term), unless terminated earlier as provided herein. Either party may terminate this Agreement upon (30) days' written notice with or without cause. The specific starting date for the delivery of Services will be mutually determined by Bethesda, Inc. and NPS.

10. **Independent Contractor Status**. Bethesda, Inc. is acting as an independent contractor and therapist shall not be deemed to be an employee of NPS. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Bethesda, Inc. shall not have the authority to bind, commit or incur any liability on behalf of NPS or to otherwise act in any way as an agent or representative of NPS. In no event will Bethesda, Inc. be entitled to employee benefits or workers compensation coverage from NPS. Further, Bethesda, Inc. affirms it is covered by Workers' Compensation Insurance and shall in no event be entitled to any such coverage from NPS.

11. **Force Majeure**. Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, floods, lightning, earthquakes, shortages of

materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

12. **Notices**. All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service. Notices shall be delivered as follows:

To NPS

Norman Public Schools
Dr. Nicholas Migliorino
Superintendent
131 South Flood Avenue
Norman, Oklahoma 73069

To Bethesda, Inc.

Bethesda
Conner McCaffrey
President
1181 E. Main Street
Norman, Oklahoma 73071

13. **Miscellaneous**. This agreement embodies the entire agreement and understanding between NPS and Bethesda, Inc. relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws of the State of Oklahoma. This Agreement may be amended only in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. Either party may not assign this Agreement without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

Independent School District No. 29 Of Cleveland County, Oklahoma

_____
Board of Education President

ATTEST:

_____
Board of Education Clerk

Board President
Bethesda, Inc.

_____
Board President of Bethesda, Inc.

MASTER SERVICES AGREEMENT

Term Sheet

Customer:	Norman Public Schools
Contact person:	Name: Elizabeth Whittle Email:ewhittle@normanps.org
Program:	[X] Training [X] Support [X] Curriculum
Services:	Training: All participating educators will receive virtual training facilitated by Wayfinder personnel, as detailed in the attached price quote. Support: Customer will be assigned a Wayfinder Account Manager who will support all Customer personnel throughout the duration of the partnership through activities that include but are not limited to regular check-ins, ongoing coaching, lesson feedback, and parent communications. Curriculum: Customer will receive all Wayfinder student and teacher facing materials needed to implement the Program, as specified in the attached price quote.
New Term:	July 1, 2024 – June 30, 2025
Program Fees:	$53,700 (please see attached price quote for detailed price breakdown)
Special Terms:	This Master Services Agreement ("Agreement") is entered into by and between Project Wayfinder, Inc. ("Wayfinder") and Customer on the same terms and conditions as signed on the original MSA document dated 10/3/2022 (attached).

PROJECT WAYFINDER, INC.

By: PCD _____
Name & Title: Patrick Cook-Deegan, CEO
Address: PO Box 2876, Berkeley, CA 94702

CUSTOMER:

By: _____
Name & Title: _____
Date:

PROJECT WAYFINDER

Project Wayfinder Inc.
PO Box 2876
Berkeley, CA 94702
707.435.9713

WAYFINDER PRICE QUOTE

2024-2025 SCHOOL YEAR

DATE
4/2/24

QUOTE NO.
1

BILL TO
Norman Public Schools

PAY TO
Project Wayfinder Inc.
PO BOX 2876, Berkeley CA 94702
ar@projectwayfinder.com
707.435.9713

ITEM DESCRIPTION	TARGET GRADE	NOTES	QTY	PRICE EA	TOTALS
9-12 Wayfinder Essentials Site License	Grade 9-12	*Site license for 9-12 including Activity Library, Collections + Waypoints assessment suite, access up to 5000 students*	1	47,200.00	$ **47,200.00**
Wayfinder Annual Support & Training Package - Trailblazer		*One in-person PD session+ (optional virtual PD choices). Ongoing Implementation training and school support. Year-round Tech Support, Unlimited teach licenses + Digital Teacher Support Library, Onboarding and Rostering for schools - See Trailblazer package for details*	1	6,500.00	$ **6,500.00**
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
			SUBTOTAL		$ **53,700.00**
			TRAVEL & LODGING		$ -
			ADDITIONAL EXPENSES*		$ -
			SHIPPING & HANDLING		$ -
			SALES TAX		$ -
			TOTAL PRICE		**$ 53,700.00**

For questions concerning this quote, please contact
Project Wayfinder Accounts Receivable | ar@projectwayfinder.com
Please make all checks payable to Project Wayfinder Inc
www.projectwayfinder.com

Signature:_____ Date:_____

Printed Name:_____

AGREEMENT
ASSISTANCE LEAGUE® NORMAN
AND
NORMAN PUBLIC SCHOOLS
2024-2025

This Agreement is entered into by ASSISTANCE LEAGUE NORMAN, a chapter of NATIONAL ASSISTANCE LEAGUE, located 809 Wall street, Norman, Oklahoma, 73069 and Norman Public Schools, located 131 South Flood, Norman, Oklahoma, 73069. Assistance League Norman through its philanthropic program OPERATION SCHOOL BELL® provides clothing for qualified residents of Norman who are attending Norman Public Schools. Norman Public Schools agrees to provide transportation to and from OPERATION SCHOOL BELL. Norman Public Schools will also provide supervision of students while the students are being served by OPERATION SCHOOL BELL.

I. OBLIGATIONS OF ASSISTANCE LEAGUE NORMAN

A. ASSISTANCE LEAGUE NORMAN agrees to provide school clothing to qualified students who reside in Norman and attend a Norman Public School on a full time basis.

B. OPERATION SCHOOL BELL services are to be provided by members or representatives of ASSISTANCE LEAGUE NORMAN at the OPERATION SCHOOL BELL facility located 809 Wall Street, Norman, Oklahoma 73069 or at an agreed upon location.

C. ASSISTANCE LEAGUE NORMAN retains the right to either re-schedule or cancel appointments of students who arrive late. OPERATION SCHOOL BELL shall be closed during school vacation days, the first Thursday of each month, the Thursday of OU/Texas football game, Fall Break, and any other days mutually agreed upon by ASSISTANCE LEAGUE NORMAN and Norman Public Schools.

D. Financial support of the purchase of clothing for this project shall be provided by ASSISTANCE LEAGUE NORMAN budget. For this reason, ASSISTANCE LEAGUE NORMAN reserves the right to change the quantity of clothing provided and to limit the number of children to be served by OPERATION SCHOOL BELL. Financial contributions to this project by ASSISTANCE LEAGUE NORMAN shall be made only as stipulated in the terms of this agreement.

E. ASSISTANCE LEAGUE NORMAN shall maintain adequate liability insurance coverage in an amount not less than $300,000.00 for this project.

II. OBLIGATIONS OF NORMAN PUBLIC SCHOOLS

A. Qualifications of a student to receive OPERATION SCHOOL BELL services shall be determined by the student's teacher, counselor, or principal using the Eligibility Guidelines, prior to the referral of the student to OPERATION SCHOOL BELL.

B. Norman Public Schools shall schedule schools and students participating in OPERATION SCHOOL BELL in coordination with ASSISTANCE LEAGUE NORMAN.

C. Norman Public Schools employees shall be responsible for directly supervising students while students are being fitted for clothing at OPERATION SCHOOL BELL.

D. Norman Public Schools shall be responsible for transporting students to OPERATION SCHOOL BELL.

E. Norman Public Schools agrees OPERATION SCHOOL BELL, administered by ASSISTANCE LEAGUE NORMAN shall have approval in writing all forms or correspondence to be sent to students or parents/guardians which refer to ASSISTANCE LEAGUE NORMAN or OPERATION SCHOOL BELL.

F. Norman Public Schools Counselors who are responsible for scheduling students to be served by OPERATION SCHOOL BELL shall attend a workshop conducted by ASSISTANCE LEAGUE NORMAN at OPERATION SCHOOL BELL prior to the first day of OPERATION SCHOOL BELL.

G. Norman Public Schools shall maintain adequate liability insurance coverage.

III. PUBLIC RELATIONS

A. ASSISTANCE LEAGUE NORMAN shall have sole identification with OPERATION SCHOOL BELL

B. ASSISTANCE LEAGUE NORMAN shall have complete control of all publicity releases, brochures and other written material connected with this project.

C. Written approval shall be received of those directly involved before use of names, electronic, Social media or a visual format is used by ASSISTANCE LEAGUE NORMAN

IV. RENEWAL AND TERMINATION

It is the intent of ASSISTANCE LEAGUE NORMAN to continue this project for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this Agreement, it may terminate this Agreement by giving thirty days' written notice to the other party. In the case of termination, all assets shall return to their rightful owners as set forth in the Agreement and neither party shall have any further obligation thereafter.

My signature below indicates that I accept and agree to the terms of this Agreement and I have authority to enter into this Agreement on behalf of the organization I represent. This Agreement shall be in effect from July 1, 2024 through June 30, 2025.

Norman Public Schools Board Of Education	Date
President, Assistance League Norman	Date
Recording Secretary, Assistance League Norman	Date
VP Programs, Assistance League Norman	Date

Compliance Resource Group

TERMS AND CONDITIONS FOR SERVICES

This agreement is made as of the 11th day of March 2024, by and between **THE COMPLIANCE RESOURCE GROUP, Inc.**, herein known as "CRG" and **INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA, d/b/a Norman Public Schools**, herein known as "Client".

TERM.

The Initial Term of this Agreement shall end June 30, 2025. Either party may cancel this Agreement on thirty (30) days written notice to the other party by certified mail, return receipt requested, or personal delivery with a signed receipt from the other party.

SERVICES.

CRG is a "Third Party Administrator" (TPA) for substance abuse testing programs, and on behalf of the Client and when notified to do so by the Client or the Client's designee, will provide drug and alcohol testing services for clients of the named Client.

PROFESSIONAL LABORATORY.

CRG shall make the necessary arrangements to meet Client's requirements for a professional laboratory for purposes of the drug testing program for the district's activities' students and others as may receive parent authorization. CRG agrees that its designated laboratory will use scientifically validated toxicological testing methods, have detailed written specifications to assure chain of custody of the specimens, and proper laboratory control and scientific testing.

CLIENT'S DRUG TESTING PROGRAM.

CRG has reviewed the Client's Policy 4011 *Drug Testing Program for Activity Students* and has confirmed that it can meet all laboratory and MRO-related requirements included in the Policy. In the event of questions regarding the testing of students, CRG agrees that it shall assist the Client by promptly responding to requests related to administration of the program.

PAYMENT SCHEDULE.

All payments are due in Oklahoma County, OK, within thirty (30) days of the invoice date. Invoices are past due when payment is not received within thirty (30) days of the invoice date.

CONFIDENTIALITY.

CRG understands the confidential nature of substance abuse testing and agrees to take reasonable steps to ensure that information concerning tests shall be communicated **ONLY** to the persons listed in this Agreement without written authorization from Client.

UNAVOIDABLE EVENTS.

In no event shall CRG have any liability to the Client for any failure or delay in performance which results from or is due to, directly or indirectly and in whole or in part, any causes or circumstances beyond the reasonable control of CRG.

GOVERNING LAW.

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with the laws of the State of Oklahoma. This Agreement may be amended only by any instrument in writing signed by all parties.

PRICES.

8 Panel Oral Fluid Drug Screen w/Confirmation + Program Management…….$32.00/ea*
***Pricing requires minimum of 25 collections per onsite visit.**

ENTIRE AGREEMENT.

This Agreement supersedes all previous agreements between these parties and constitutes the entire agreement between the parties concerning the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this 11th day of March, 2024.

(Signature)	(Signature)
Independent School District No. 29 of Cleveland County, Oklahoma	Jim Tedrow, MT (ASCP) The Compliance Resource Group, Inc.
President, Board of Education TITLE	**President** TITLE

300 N. Meridian, Ste. 105-S – Oklahoma City, OK 73107 Ph: (405) 943-6465 Fax: (405) 943-6460

RADIO BROADCASTING AGREEMENT

This Radio Broadcasting Agreement is made and entered into this July 1, 2024, by and between Metro Radio Group, LLC dba SportsTalk Media (hereinafter referred to as "KREF") and Norman Public Schools (hereinafter referred to as "NPS"):

1. KREF is Norman's locally owned AM/FM radio station located in Norman, Oklahoma. KREF desires to provide broadcasting in internet live streaming formats for the sporting events for Norman High & Norman North, covering various sports, both male and female, during the term of this Agreement.

2. NPS desires to grant to KREF the exclusive broadcast rights in internet live streaming formats to provide coverage for the sporting events of NPS for various sports, both male and female, during the term of this Agreement under the terms and provisions hereinafter provided.

NOW, THEREFORE, the parties stipulate and agree to the following terms and conditions relating to the broadcasting rights granted by NPS.

1. NPS hereby grants exclusive broadcast rights for internet streaming live formats to KREF in for all sporting events for Norman Public Schools.

2. KREF agrees to broadcast in internet live streaming format the sporting events for Norman High and Norman North for various sports, both male and female, during the term of this Agreement

3. The sporting events to be broadcast are the entire football season, , including: softball, volleyball, wrestling, baseball and soccer and basketball games. KREF reserves the right, due to listener demand, and NPS agrees for KREF to broadcast more games at its discretion, which games may be at home or on the road.

4. KREF agrees to share revenue with NPS for the benefit of the NPS athletic programs. KREF agrees to donate to NPS forty percent (40%) of the net revenue derived from the broadcast of the high school sporting events. NPS share of the net revenue will be delivered to NPS Chief Financial Officer no less than twice a year, with the first donation to be delivered no later than December 31, 2024, and the second donation no later than June 30, 2025. The net revenue shall be determined based upon the advertising income derived from the high school broadcasts less all costs to sell, produce, broadcast, stream, and provide such high school broadcasts; provided, however, the determination of the net revenue shall not include income derived from any pre-existing agreements with KREF.

5. KREF agrees to initially purchase the equipment that is necessary to produce the broadcast by internet live streaming format. Equipment will be used solely for NPS sporting events. Costs to purchase initial equipment, replace and/or upgrade equipment used exclusively to produce and broadcast NPS events shall be charged back to NPS over a four-year period in equal annual installments so long as the Agreement is in effect.

6. KREF agrees to pay for the camera operators and announcers for each broadcast.

7. KREF will provide and maintain server necessary to provide a live stream broadcast.

8. NPS agrees to provide suitable location for the equipment necessary for the broadcast, the camera operators and necessary support for the live stream broadcast, including the payment for utilities used in connection with the broadcast.

9. The term of this Agreement shall commence on July 1, 2024 and shall terminate on June 30, 2025. This Agreement may be renewed in one-year terms by mutual consent of the parties upon agreement to the terms and conditions set forth or mutually agreed upon.

THIS AGREEMENT is made and entered into on the day and year hereinabove stated.

Metro Radio Group, LLC
(KREF SportsTalk 1400)

By: _____
Manager

Norman Public Schools

By: _____
President
Board of Education

DJ SERVICE CONTRACT

1. **PARTIES & TERM.** This Service Contract (the "Agreement"), effective from 4/12/24 until ☐ _____ ☒ completion of the Services (the "Term"), is by and between the following:

   Disc Jockey (DJ): JIM BARTOS, with a mailing address of 1109 W. SAN ANTONIO ST. 74012 (the "Service Provider"), and

   Client: INDEPENDANT SCHOOL DISTRICT #29 CLEVELAND COUNTY OK; AKA NORMAN PUBLIC SCHOOLS, with a mailing address of 131 S. FLOOD, NORMAN (the "Client").

   The Service Provider and the Client are each referred to as a "Party" and, collectively, as the "Parties."

   IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties for the duration of the Term:

2. **SERVICES.** The Service Provider agrees to provide the following:

   DJ AND MC CELEBRATION OF EXCELLENCE PARTY

   Hereinafter known as the "Services."

   The Service Provider guarantees that they shall perform the Services in compliance with the policies, standards, and regulations of the Client, including local, state, and federal laws, and to the best of their abilities.

3. **EVENT.** The Service Provider will perform the Services at the following location and time:

   Venue: EMBASSY SUITES
   Venue Location: NORMAN, OK
   Event Date: 4-12-2024
   Event Time: From 5:30 ☐ AM ☒ PM until 11:00 ☐ AM ☒ PM

   Hereinafter known as the "Event."

4. **PAYMENT AMOUNT.** The Client agrees to pay the Service Provider the following compensation for the Services performed under this Agreement: (check all that apply)

   ☐ - Per Hour. $_____ / hour.
   ☒ - Per Job. $ 1100 for the completion of the Services.
   ☐ - Other: _____.

   Hereinafter known as the "Compensation."

PAGE 1 OF 1

Jim Bartos 3/14/2024

DJ SIGNATURE DATE

NPS BOARD PRESIDENT DATE

Addendum to original service contract

Logan Monks
106 Woody Way
Washington, Oklahoma 73093

Date: 4-15-24 **Contract Date: 5-1-24 through 6-30-24**

CONTRACT SERVICES	Visits	Billing Type	Visit Price	Contract year
Performing Arts Center	4	Per Season	$1,300	$5,200

During the growing season Monks Landscape Management will mow and trim around the entire property, trees, fences, signs, etc. and edge all sidewalks and curbs of the property covered in the agreement during the growing season of Bermuda and Fescue. Monks Landscape will blow the concrete or paved areas (sidewalks, entries and parts of the parking lot(s)), to remove all grass clippings around the immediate area where mowing was performed. This will be performed each time the property is mowed

Spraying Pre-emergent @ Performing arts	1	On completion.	$1,416	$1,416

Mulch / Flower Beds **$1,166**

Spring clean- up of landscape beds and lawn area all sites. Weed and blow leaves from beds during weekly mowings. Prune landscape shrubs twice annually. Mulch all landscape beds and tree rings once annually during summer before the end of July. 2” depth. In the fall all landscape beds are cleaned up and leaves removed. Trim shrubs in November.

CONTRACT SERVICES	Visits	Billing Type	Visit Price	Contract year

Subtotal (All contract services) **$7,782**

Mowing Services - $6,366

Spraying Services - $1,416

Total (All contract services) **$7,782**

The total price of all additional services is $7,782. The mowing service price is $6,366 and to be collected in 2 payments of $3,183 per payment. The spraying services are to be collected upon completion.

Board Signature:_____. **Owner:_____.**

NORMAN PUBLIC SCHOOLS

Parkhill

Norman Public Schools – 2023' Bond

Monroe Elementary School

Contract Amendment #2

Survey & Civil Engineering

January 19, 2024

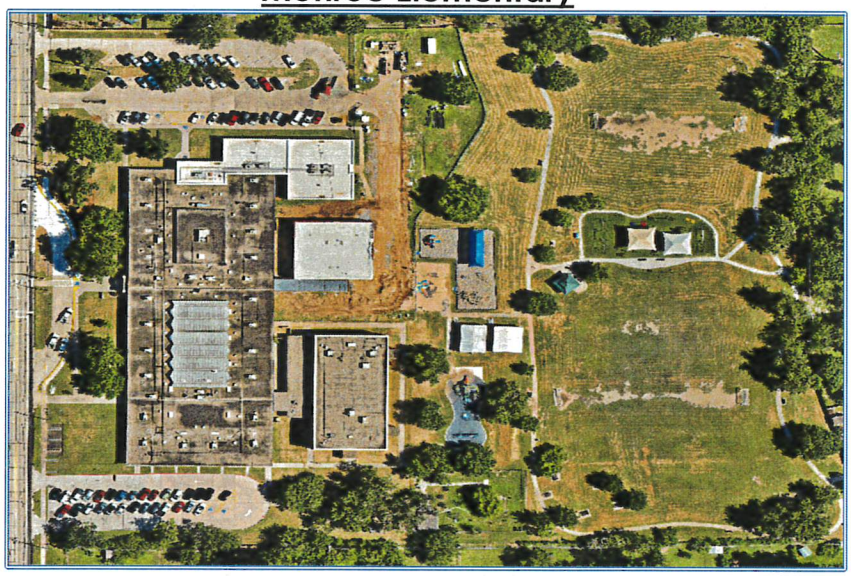
The District has requested the court yard area between the existing school and west wall of the 2019 addition to be paved instead of grassed. The drainage was initially designed with vegetation and sloped to inlets to carry runoff via storm pipe.

Theoretically, this should be a one to one from grass to concrete with potentially minor adjustments, if any, of the piping and inlet sizes from grass to concrete. However, the west wall was not constructed according to plan resulting in the weep holes being lower (3-4 bricks) than they should be along the west wall of the 2019 addition.

As such to ensure the drainage is properly design with concrete pavement and slope the pavement accordingly to not restrict the weep holes, additional survey and engineering services are required.

1. Additional Survey	$	2,800.00
2. Additional Engineering	$	3,400.00
TOTAL	**$**	**6,200.00**

Monroe Elementary



We appreciate the opportunity to serve the Norman Public School District. Please indicate your acceptance by returning one signed copy to our office. If you have any questions, please do not hesitate to call me direct at 405.446.5300.

Parkhill

By: _____
Thomas B. Martin
Sr. Project Manager

Norman Public Schools

Accepted By: _____
Mr. Justin Milner
Title: Associate Superintendent & COO

Engineering | Environmental | Surveying
Oklahoma City **Norman** Tulsa Woodward
3226 Bart Conner Dr – Norman, OK – 73072 – P 405.366.8541

Supplemental Schedule No. 12
to
Master Agreement
Between
Independent School District #29 (ISD-29) of Cleveland County, Oklahoma,
d/b/a Norman Public Schools ("Owner")
and
MIDL Architects, LLC. ("Architect")
dated May 10th, 2021 (the "Master Agreement")

This Supplemental Schedule is executed and delivered pursuant to the terms and conditions contained in the Master Agreement between Owner and Architect. This Supplemental Schedule and the attached Exhibit reaffirm and incorporate each of the terms and conditions of the Master Agreement and sets forth the understanding of the Owner and Architect with respect to the specific services to be performed on the project described herein. Terms described in the Master Agreement shall have their defined meanings when used in this Supplemental Schedule.

Project Name:
Norman Public Schools 2024 Irving Middle School South Gym Reroof

Description of Project:
Reroofing portions of Irving Middle School
Norman, Oklahoma

Project Parameters:
Project Schedule: To be determined
Construction Budget: To be determined

Project Team:
Cory S. Miller, AIA - Principal Architect

Architect's Services: Basic Architectural Services as defined in Article 3.

Compensation: Six percent (6%) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, plus reimbursable expenses.

Special Terms:

DATED this ____ day of _____, 2024.

INDEPENDENT SCHOOL DISTRICT
#29 (ISD-29) OF CLEVELAND COUNTY, OKLAHOMA
D/B/A NORMAN PUBLIC SCHOOLS

By: _____

Name:

Title:

"Owner"

By: _____

Name: Cory S. Miller, AIA
MIDL Architects, LLC.
Title: Principal Architect
"Architect"

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

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

Waggoners Heat & Air Inc.
1351 E Indian Hills Rd.
Norman, OK 73071

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

Norman Public Schools – 2023 HVAC Replacement Projects – Package 3:
2302F – Longfellow Middle School
2302J – Truman Elementary School
2302K – Washington Elementary School

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

MIDL Architects, LLC
200 N University Blvd.
Norman, OK 73069
Telephone Number: (405) 512-9662

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in the Notice to Proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than Two Hundred Forty (240) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Eight Hundred Seventy-Seven Thousand Two Hundred Ninety-Seven Dollars and No Cents ($ 1,877,297.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1	$131,502.00
Alternate No. 4	$80,563.00
Alternate No. 5	$81,169.00
Alternate No. 6	$43,091.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Allowance No. 1	$44,780.00
Allowance No. 2	$25,140.00
Allowance No. 7	$191,020.00
Allowance No. 8	$15,680.00
Allowance No. 9	$163,980.00
Allowance No. 10	$15,520.00
Allowance No. 11	$4,500.00

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Allowance No. 14	$10,400.00
Allowance No. 15	$0.00
Allowance No. 16	$5,400.00
Allowance No. 19	$0.00
Allowance No. 20	$0.00
Allowance No. 22	$4,000.00
Allowance No. 25	$4,000.00
Allowance No. 26	$4,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

CHANGES TO THE WORK

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
   1. 15 percent overhead and profit on the net cost of our own Work;
   2. 10 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 5 percent overhead and profit on the net cost of the Work..

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

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§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with State law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Brad Coplen, Director
Norman Public Schools Central Services
101 Triad Village Dr.
Suite 153
Norman, OK 73071

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brian Cameron
Waggoners Heat & Air Inc.
1351 E Indian Hills Rd.
Norman, OK 73071
brian.c@waggonersms.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Sheet Index attached hereto as Exhibit "B"	Sheet Index	03/05/2024

.6 Specifications

Section	Title	Date	Pages
Refer to Specifications Section 00 01 10 Table of Contents attached hereto as Exhibit "C"	Table of Contents	03/05/2024	3

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	03/21/2024	29
Addendum No. 2	03/27/2024	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 72 00	General Conditions	03/05/2024	44

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.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

Kristen Fry, Director of Operations
(Printed name and title)

WAGGONERS' HEATING & AIR CONDITIONING, INC. CORPORATE SEAL OKLAHOMA

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Additions and Deletions Report for
AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:30:45 CT on 04/09/2024.

PAGE 1

AGREEMENT made as of the day of in the year 2024

...

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

...

Waggoners Heat & Air Inc.
1351 E Indian Hills Rd.
Norman, OK 73071

...

Norman Public Schools – 2023 HVAC Replacement Projects – Package 3:
2302F – Longfellow Middle School
2302J – Truman Elementary School
2302K – Washington Elementary School

...

MIDL Architects, LLC
200 N University Blvd.
Norman, OK 73069
Telephone Number: (405) 512-9662

PAGE 2

[X] Established as follows:

...

A date set forth in the Notice to Proceed issued by the Architect.

PAGE 3

[X] Not later than Two Hundred Forty (240) calendar days from the date of commencement of the Work.

...

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§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Eight Hundred Seventy-Seven Thousand Two Hundred Ninety-Seven Dollars and No Cents ($ 1,877,297.00), subject to additions and deductions as provided in the Contract Documents.

...

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Allowance No. 26	$4,000.00

PAGE 4

CHANGES TO THE WORK

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2. 10 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 5 percent overhead and profit on the net cost of the Work..

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...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner ~~not later than ( ) days after the Architect receives the Application for Payment.~~per prompt pay statute.

PAGE 5

Five percent (5%)

...

In compliance with State law.

PAGE 6

~~%~~—Ten percent (10%) per annum

...

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

PAGE 7

Brad Coplen, Director
Norman Public Schools Central Services
101 Triad Village Dr.
Suite 153
Norman, OK 73071

...

Brian Cameron
Waggoners Heat & Air Inc.
1351 E Indian Hills Rd.
Norman, OK 73071
brian.c@waggonersms.com

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Refer to Sheet Index attached hereto as Exhibit "B"	Sheet Index	03/05/2024	

...

Refer to Specifications Section 00 01 10 Table of Contents attached hereto as Exhibit "C"	Table of Contents	03/05/2024	3

...

Addendum No. 1	03/21/2024	29
Addendum No. 2	03/27/2024	1

...

[X] Supplementary and other Conditions of the Contract:

...

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Kristen Fry, Director of Operations

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User Notes: (961041784)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:30:45 CT on 04/09/2024 under Order No. 2114524463 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Principal Architect
(Title)

4/9/24
(Dated)

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year 2024
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Norman Public Schools – 2023 HVAC Replacement Projects – Package 3:
2302F – Longfellow Middle School
2302J – Truman Elementary School
2302K – Washington Elementary School

THE OWNER:
(Name, legal status and address)

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

THE CONTRACTOR:
(Name, legal status and address)

Waggoners Heat & Air Inc.
1351 E Indian Hills Rd.
Norman, OK 73071

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	**Sub-Limit**

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	**Sub-Limit**

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

Init.
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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000.00) each occurrence, Two Million Dollars ($ 2,000,000.00) general aggregate, and Two Million Dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

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.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

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§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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[ ] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the State of Oklahoma, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	$1,877,297.00
Performance Bond	$1,877,297.00
Maintenance Bond	$1,877,297.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for
AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year 2024

...

Norman Public Schools – 2023 HVAC Replacement Projects – Package 3:
2302F – Longfellow Middle School
2302J – Truman Elementary School
2302K – Washington Elementary School

...

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

...

Waggoners Heat & Air Inc.
1351 E Indian Hills Rd.
Norman, OK 73071

PAGE 2

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located.~~ State of Oklahoma, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

PAGE 4

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located.~~ State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

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...

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000.00) each occurrence, Two Million Dollars ($ 2,000,000.00) general aggregate, and Two Million Dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located.~~ State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

[X] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the ~~jurisdiction where the Project is located,~~ State of Oklahoma, as follows:

...

Payment Bond	$1,877,297.00
Performance Bond	$1,877,297.00
Maintenance Bond	$1,877,297.00

EXHIBIT "B"

LIST OF DRAWINGS (SHEET INDEX)

PACKAGE 2302F – LONGFELLOW MIDDLE SCHOOL:

G-001	LONGFELLOW TITLE SHEET
G-002	GENERAL INFORMATION
A-101	LONGFELLOW FLOOR PLAN AREA A
A-120	LONGFELLOW OVERALL ROOF PLAN
A-121	LONGFELLOW ROOF PLAN AREA A
A-122	LONGFELLOW ROOF PLAN AREA B (ALT. #1)
M-000	LONGFELLOW MECHANICAL TITLE SHEET
M-101	LONGFELLOW MECHANICAL DUCTWORK PLAN
M-121	LONGFELLOW MECHANICAL ROOF PLAN – AREA A
M-122	LONGFELLOW MECHANICAL ROOF PLAN – AREA B (ALT. #1)
E-000	LONGFELLOW ELECTRICAL TITLE SHEET
ED-101	LONGFELLOW ELECTRICAL DEMO PLAN – AREA A
E-101	LONGFELLOW ELECTRICAL POWER PLAN – AREA A
E-121	LONGFELLOW ELECTRICAL ROOF PLAN – AREA A
E-122	LONGFELLOW ELECTRICAL ROOF PLAN – AREA B (ALT. #1)
E-401	LONGFELLOW ONE-LINE DIAGRAM

PACKAGE 2302J – TRUMAN ELEMENTARY SCHOOL:

G-001	TRUMAN TITLE SHEET
G-002	GENERAL INFORMATION
A-121a	TRUMAN ROOF PLAN AREA A
A-121b	TRUMAN ROOF PLAN AREA B
M-000	TRUMAN MECHANICAL TITLE SHEET
M-101a	TRUMAN MECHANICAL ROOF PLAN – AREA A
M-101b	TRUMAN MECHANICAL ROOF PLAN – AREA B
E-000	TRUMAN ELECTRICAL TITLE SHEET
E-101a	TRUMAN ELECTRICAL ROOF PLAN – AREA A
E-101b	TRUMAN ELECTRICAL ROOF PLAN – AREA B

PACKAGE 2302K – WASHINGTON ELEMENTARY SCHOOL:

G-001	WASHINGTON TITLE SHEET
G-002	GENERAL INFORMATION
A-121a	WASHINGTON ROOF PLAN AREA A

A-121b	WASHINGTON ROOF PLAN AREA B
M-000	WASHINGTON MECHANICAL TITLE SHEET
M-101a	WASHINGTON MECHANICAL ROOF PLAN – AREA A
M-101b	WASHINGTON MECHANICAL ROOF PLAN – AREA B
E-000	WASHINGTON ELECTRICAL TITLE SHEET
E-101a	WASHINGTON ELECTRICAL ROOF PLAN – AREA A
E-101b	WASHINGTON ELECTRICAL ROOF PLAN – AREA B

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00 21 13	INSTRUCTIONS TO BIDDERS
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03/05/2024

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DIVISION 4 – MASONRY
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NOT USED
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NOT USED
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28 46 00	FIRE DETECTION AND ALARM SYSTEM

DIVISION 31 - EARTHWORK

NOT USED

DIVISION 32 - EXTERIOR IMPROVEMENTS

NOT USED

DIVISION 33 - UTILITIES

NOT USED

END OF SECTION

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Waggoners Heat & Air Inc.
1351 E. Indian Hills Rd.
Norman, OK 73071

SURETY:
(Name, legal status and principal place of business)
RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612

OWNER:
(Name, legal status and address)
Independent School District #29 (ISD-29) of Cleveland County, Oklahoma dba Norman Public Schools

CONSTRUCTION CONTRACT
Date: April 9, 2024

Amount: $1,877,297.00

Description:
(Name and location)
Norman Public Schools 2023 HVAC Replacement Projects - Package 3

BOND
Date: April 10, 2024
(Not earlier than Construction Contract Date)

Amount: $1,877,297.00

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Waggoners Heat & Air Inc.
Signature: Kristen Fry
Name and Title: Kristen Fry Director

SURETY
Company: *(Corporate Seal)*
RLI Insurance Company
Signature: Robin Petschel
Name and Title: Robin Petschel Attorney in Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
Unity Insurance Partners
420 SW 6th Street
Moore, OK 73160

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
MIDL Architects LLC
200 N. University Blvd.
Norman, OK 73069

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:



(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Waggoners Heat & Air Inc.
1351 E. Indian Hills Rd.
Norman, OK 73071

SURETY:
(Name, legal status and principal place of business)
RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612

OWNER:
(Name, legal status and address)
Independent School District #29 (ISD-29) of Cleveland County, Oklahoma dba Norman Public Schools

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: April 9, 2024

Amount: $1,877,297.00

Description:
(Name and location)
Norman Public Schools 2023 HVAC Replacement Projects - Package 3

BOND
Date: April 10, 2024
(Not earlier than Construction Contract Date)

Amount: $1,877,297.00

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Waggoners Heat & Air Inc.

Signature: Kristen Fry
Name and Title: Kristen Fry Director

SURETY
Company: *(Corporate Seal)*
RLI Insurance Company

Signature: Robin Petschel
Name and Title: Robin Petschel Attorney in Fact

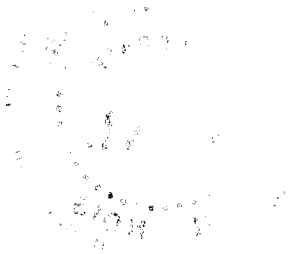
(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:

Unity Insurance Partners
420 SW 6th Street
Moore, OK 73160

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

MIDL Architects LLC
200 N. University Blvd.
Norman, OK 73069



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:



(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612
Phone: (309)692-1000 Fax: (309)683-1610

MAINTENANCE BOND

Bond No. RCB0032486

KNOW ALL MEN BY THESE PRESENTS;

That We, Waggoners Heat & Air Inc.
of 1351 E. Indian Hills Rd., Norman, OK 73071

(hereinafter called the "Principal"), as Principal, and **RLI Insurance Company**, of Peoria, Illinois, as Surety, an Illinois corporation duly licensed to transact business in the State of Oklahoma, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Independent School District #29 (ISD-29) of Cleveland County, Oklahoma dba Norman Public Schools 131 S. Flood Avenue, Norman, OK 73069 (hereinafter called the Obligee), in the sum of One Million Eight Hundred Seventy-Seven Thousand Two Hundred Ninety-Seven Dollars and No Cents Dollars ($1,877,297.00), for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 10th day of April, 2024.

WHEREAS, the said Principal has heretofore entered into a contract with said Obligee dated April 9, 2024, for Norman Public Schools - 2023 HVAC Replacement Projects - Package 3 and;

WHEREAS, the said Principal is required to guarantee the item/work installed under said contract, against defects in materials or workmanship which may develop during the period beginning on the _____ day of _____, _____, and ending the _____ day of _____, _____.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

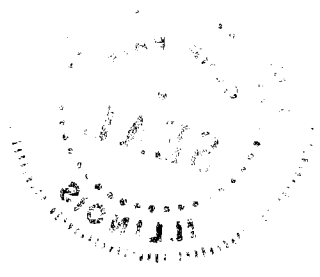
NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above, or shall pay over, make good and reimburse to the said Obligee all direct loss and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

WAGGONERS' HEATING & AIR CONDITIONING, INC. OKLAHOMA CORPORATE SEAL

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Waggoners Heat & Air Inc.
Principal
By: Kristen Gray

RLI Insurance Company
By: Robin Petschel



POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Kimberly N. Allred, Robin A. Petschel, Debbie Wooldridge, Lisa Williams, Shawn Warren, Donna M. Long, Grace Holley, Lisa Dow, JoAnna DeWees, Renita Austin, Stacy Allen, Kristi Dill, Kiesha Hawkins, Debbie Wooldridge, Samantha Willard, Madison Warren, jointly or severally

in the City of Moore, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 2nd day of January, 2024.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 2nd day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 10th day of April, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D Fick — Corporate Secretary

3532346020212

A0058D19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2024

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
Unity Insurance Partners
420 SW 6th Street
Moore OK 73160

CONTACT NAME: Robin Petschel
PHONE (A/C, No, Ext): 405-799-3311 **FAX (A/C, No):** 405-799-3330
E-MAIL ADDRESS: rpetschel@unity-ip.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Auto Ins Companies	25127
INSURER B : Bridgefield Casualty Insurance Company	10335
INSURER C : Guideone National Ins. Co	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WAGGSHE-01
Waggoners Heating & Air Conditioning Inc.
1351 E Indian Hills Rd
Norman OK 73071

COVERAGES **CERTIFICATE NUMBER:** 1026086718 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	10190693CP	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X CA9948 -POLL	Y	Y	10190694CA	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	10190695CU	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	019659158	11/1/2023	11/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A C	Installation Floater Contractors E&O Contractor's Pollution			10190693CP 10190693CP ENV562015109-00	11/1/2023 11/1/2023 11/1/2023	11/1/2024 11/1/2024 11/1/2024	Limit Per claim Ea. Poll Condition	2,000,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Tony Waggoner & Jim Waggoner are excluded.
Project: Norman Public Schools- 2023 HVAC Replacement Projects- 2302F,2302J, 2302K

Certificate Holder is an additional insured regarding General Liability and Auto Liability as required by written contract.
Waiver of Subrogation in favor of Certificate Holder regarding General Liability, Auto Liability and Workers Compensation as required by written contract. 30 day notice of cancellation except 10 days for nonpayment of premium in favor of Certificate Holder regarding General Liability, Auto Liability and Workers Compensation as required by written contract.

CERTIFICATE HOLDER
Independent School Distrct #29
of Cleveland County, Oklahoma
dba Norman Public Schools
131 S. Flood
Norman OK 73069

CANCELLATION
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
586

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Contract Affidavit

STATE OF Oklahoma

COUNTY OF Cleveland

Brian Cameron, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by dealer to submit the attached contract to the Board of Education, Norman, Oklahoma. Affiant further states that dealer has not paid, given, nor donated, or agreed to pay, give, or donate to any officer or employee of the Board of Education, Norman, Oklahoma, any money or other thing of value, either directly or indirectly in the procuring of the contract.

BC
Signature

Subscribed and sworn before me this day:
March 25 2024

Shea Poisson
Notary Public

SHEA POISSON
NOTARY PUBLIC
Comm. # 17007380
My Comm. Expires
Aug 9. 2025
STATE OF OKLAHOMA

08/09/2025
My commission expires

Business Relationships Affidavit

STATE OF Oklahoma

COUNTY OF Cleveland

Brian Cameron, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, Affiant should so state.)

Signature of Representative: _____

Subscribed and sworn to before this 25 day of March.

_____
Notary Public

08/09/2025
My commission expires

STATE OF OKLAHOMA
SHEA POISSON
NOTARY PUBLIC
Comm. # 17007380
My Comm. Expires
Aug 9, 2025

Non-Collusion Affidavit

STATE OF Oklahoma

COUNTY OF Cleveland

Brian Cameron, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signature of Representative: BC

Subscribed and sworn to before me this 25 day of March 2024.

My Commission expires: 08/09/25

SHEA POSSON
NOTARY PUBLIC
Comm. # 17007380
My Comm. Expires
Aug 9, 2025
STATE OF OKLAHOMA

Notary Public

(This affidavit shall accompany the proposal)

Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools

Declaration by Vendor Regarding Prohibition of Sex Offenders on School Premises

The undersigned, Kristen Fry, represents that he/she is the owner or an officer of Waggoners Heat & Air, who has the authority to make this declaration to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools, as required by Section 6-101.48 of title 70 of the Oklahoma Statutes. I declare that no employee working on school premises during normal working hours under the authority of the above named company or business has been convicted in this State, the United States or another state of any sex offense subject to the Sex Offenders
Registration Act or is subject to another state's or the federal sex offender registration provisions.
I further understand that Title 57, O.S. Supp. 1999, Section 589 provides as follows, to-wit:

> It is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars ($1,000.00)). In addition, the violator may be liable for civil damages.

I further declare that so long as the undersigned performs work or provides services to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools that the undersigned will at all times comply with the statutory provisions described herein.

Dated this 18th day of April, 2024

Vendor Name (type or print) Waggoners Heating & Air Conditioning, Inc.

Authorized Representative (type or print) Kristen Fry

Authorized Representative's Signature Kristen Fry

Federal ID # or Social Security Number 73-1004696

Return Declaration to:

Independent School District #29 of
Cleveland County, Oklahoma
d/b/a Norman Public Schools
Purchasing Department
131 South Flood
Norman, OK 73069

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Norman Public Schools – 2023 HVAC Replacment Projects - Package 1:
2302A - Alcott Middle School
2302B - Irving Middle School
2302C - Whittier Middle School
2302D - Norman North High School
Norman, OK 73069

CONTRACT INFORMATION:
Contract For: Construction
Date: 12/11/2023

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: 04/12/2024

OWNER: *(Name and address)*
Independent School District #29 (ISD-29) of Cleveland County, Oklahoma d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

ARCHITECT: *(Name and address)*
MIDL Architects, LLC
200 N University Blvd.
Norman, OK 73069

CONTRACTOR: *(Name and address)*
Waggoners Heat & Air Inc.
1351 E Indian Hills Rd.
Norman, OK 73071

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
At all sites, provide CMU counterweight at each electrical stand, secured to unistrut frame with galvanized clips. $6,786.00
At Irving, return cost savings for substitution skylight guardrail. ($1,608.00)
At all sites, provide rigid conduit stub-up at electrical and low-voltage penetrations through the roof. $20,527.00

The original Contract Sum was	$	1,636,876.00
The net change by previously authorized Change Orders	$	2,505.00
The Contract Sum prior to this Change Order was	$	1,639,381.00
The Contract Sum will be increased by this Change Order in the amount of	$	25,705.00
The new Contract Sum including this Change Order will be	$	1,665,086.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 05/20/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
MIDL Architects, LLC *(Firm name)*	Waggoners Heat & Air Inc. *(Firm name)*	Norman Public Schools *(Firm name)*
Cory S. Miller SIGNATURE	*Kristen Fry* SIGNATURE	SIGNATURE
Cory S. Miller, Principal Architect PRINTED NAME AND TITLE	Kristen Fry, Director PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
04/12/2024 DATE	4/12/2024 DATE	DATE

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User Notes:

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

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

S.E. Hardesty Co. d/b/a Hardesty Team Co.
4001 N Walnut Avenue
Oklahoma City, OK 73105

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

Norman Public Schools – 2023 HVAC Replacement Projects – Package 3:
2302G – Madison Elementary School
2302H – Roosevelt Elementary School

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

MIDL Architects, LLC
200 N University Blvd.
Norman, OK 73069
Telephone Number: (405) 512-9662

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in the Notice to Proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than Two Hundred Ten (210) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Eighty-Two Thousand Seven Hundred Ninety-Four Dollars and No Cents ($ 882,794.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 2	$58,169.00
Alternate No. 3	$75,645.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Allowance No. 3	$134,600.00
Allowance No. 4	$10,680.00
Allowance No. 5	$132,380.00
Allowance No. 6	$14,720.00
Allowance No. 12	$5,400.00
Allowance No. 13	$15,600.00
Allowance No. 17	$1,200.00
Allowance No. 18	$1,950.00
Allowance No. 21	$33,100.00
Allowance No. 23	$4,000.00

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User Notes: (1115180665)

Allowance No. 24 $4,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

CHANGES TO THE WORK

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1. 15 percent overhead and profit on the net cost of our own Work;
2. 10 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 5 percent overhead and profit on the net cost of the Work..

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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User Notes: (1115180665)

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with State law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Brad Coplen, Director
Norman Public Schools Central Services
101 Triad Village Dr.
Suite 153
Norman, OK 73071

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brett Hardesty
Hardesty Team Co.
4001 N Walnut Avenue
Oklahoma City, OK 73105
brett@hardestyteam.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

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.5 Drawings

Number	Title	Date
Refer to Sheet Index attached hereto as Exhibit "B"	Sheet Index	03/05/2024

.6 Specifications

Section	Title	Date	Pages
Refer to Specifications Section 00 01 10 Table of Contents attached hereto as Exhibit "C"	Table of Contents	03/05/2024	3

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	03/21/2024	29
Addendum No. 2	03/27/2024	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 72 00	General Conditions	03/05/2024	44
00 73 00	Supplementary Conditions	03/05/2024	2

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	Brett Hardesty, Vice President *(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:53:45 CT on 04/09/2024.

PAGE 1

AGREEMENT made as of the day of in the year 2024

...

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

...

S.E. Hardesty Co. d/b/a Hardesty Team Co.
4001 N Walnut Avenue
Oklahoma City, OK 73105

...

Norman Public Schools – 2023 HVAC Replacement Projects – Package 3:
2302G – Madison Elementary School
2302H – Roosevelt Elementary School

...

MIDL Architects, LLC
200 N University Blvd.
Norman, OK 73069
Telephone Number: (405) 512-9662

PAGE 2

[X] Established as follows:

...

A date set forth in the Notice to Proceed issued by the Architect.

PAGE 3

[X] Not later than Two Hundred Ten (210) calendar days from the date of commencement of the Work.

...

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§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Eighty-Two Thousand Seven Hundred Ninety-Four Dollars and No Cents ($ 882,794.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate No. 2	$58,169.00
Alternate No. 3	$75,645.00

...

Allowance No. 3	$134,600.00
Allowance No. 4	$10,680.00
Allowance No. 5	$132,380.00
Allowance No. 6	$14,720.00
Allowance No. 12	$5,400.00
Allowance No. 13	$15,600.00
Allowance No. 17	$1,200.00
Allowance No. 18	$1,950.00
Allowance No. 21	$33,100.00
Allowance No. 23	$4,000.00
Allowance No. 24	$4,000.00

PAGE 4

CHANGES TO THE WORK

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1. 15 percent overhead and profit on the net cost of our own Work;

2. 10 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 5 percent overhead and profit on the net cost of the Work..

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner ~~not later than ( ) days after the Architect receives the Application for Payment.~~per prompt pay statute.

PAGE 5

Five percent (5%)

...

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In compliance with State law.
PAGE 6

~~%~~—Ten percent (10%) per annum

...

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
PAGE 7

Brad Coplen, Director
Norman Public Schools Central Services
101 Triad Village Dr.
Suite 153
Norman, OK 73071

...

Brett Hardesty
Hardesty Team Co.
4001 N Walnut Avenue
Oklahoma City, OK 73105
brett@hardestyteam.com
PAGE 8

Refer to Sheet Index attached hereto as Exhibit "B"	Sheet Index	03/05/2024	

...

Refer to Specifications Section 00 01 10 Table of Contents attached hereto as Exhibit "C"	Table of Contents	03/05/2024	3

...

Addendum No. 1	03/21/2024	29
Addendum No. 2	03/27/2024	1

...

[X] Supplementary and other Conditions of the Contract:

...

00 72 00	General Conditions	03/05/2024	44
00 73 00	Supplementary Conditions	03/05/2024	2

PAGE 9

Brett Hardesty, Vice President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:53:45 CT on 04/09/2024 under Order No. 2114524483 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Principal Architect
(Title)

4/9/24
(Dated)

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year 2024
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Norman Public Schools – 2023 HVAC Replacement Projects – Package 3:
2302G – Madison Elementary School
2302H – Roosevelt Elementary School

THE OWNER:
(Name, legal status and address)

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

THE CONTRACTOR:
(Name, legal status and address)

S.E. Hardesty Co. d/b/a Hardesty Team Co.
4001 N Walnut Avenue
Oklahoma City, OK 73105

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

Init.
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User Notes:
(862939728)

§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	**Sub-Limit**

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	**Sub-Limit**

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance,** for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance,** to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance,** for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance,** for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance,** to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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User Notes:
(862939728)

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000.00) each occurrence, Two Million Dollars ($ 2,000,000.00) general aggregate, and Two Million Dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

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.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

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§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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[ ] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the State of Oklahoma, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	$882,794.00
Performance Bond	$882,794.00
Maintenance Bond	$882,794.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for
AIA® Document A101® – 2017 Exhibit A

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year 2024

...

Norman Public Schools – 2023 HVAC Replacement Projects – Package 3:
2302G – Madison Elementary School
2302H – Roosevelt Elementary School

...

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

...

S.E. Hardesty Co. d/b/a Hardesty Team Co.
4001 N Walnut Avenue
Oklahoma City, OK 73105

PAGE 2

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located,~~ State of Oklahoma, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

PAGE 4

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located.~~ State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000.00) each occurrence, Two Million Dollars ($ 2,000,000.00) general aggregate, and Two Million Dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including
PAGE 5

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
PAGE 6

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located.~~ State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

[X] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

PAGE 7

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the ~~jurisdiction where the Project is located,~~ State of Oklahoma, as follows:

...

Payment Bond	$882,794.00
Performance Bond	$882,794.00
Maintenance Bond	$882,794.00

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EXHIBIT "B"

LIST OF DRAWINGS (SHEET INDEX)

PACKAGE 2302G – MADISON ELEMENTARY SCHOOL:

G-001	MADISON TITLE SHEET
G-002	GENERAL INFORMATION
A-121	MADISON ROOF PLAN AREA A
M-000	MADISON MECHANICAL TITLE SHEET
M-101	MADISON MECHANICAL ROOF PLAN – AREA A
E-000	MADISON ELECTRICAL TITLE SHEET
E-101	MADISON ELECTRICAL ROOF PLAN – AREA A

PACKAGE 2302H – ROOSEVELT ELEMENTARY SCHOOL:

G-001	ROOSEVELT TITLE SHEET
G-002	GENERAL INFORMATION
A-121a	ROOSEVELT ROOF PLAN AREA A
A-121b	ROOSEVELT ROOF PLAN AREA B
M-000	ROOSEVELT MECHANICAL TITLE SHEET
M-101a	ROOSEVELT MECHANICAL ROOF PLAN – AREA A
M-101b	ROOSEVELT MECHANICAL ROOF PLAN – AREA B
E-000	ROOSEVELT ELECTRICAL TITLE SHEET
E-101a	ROOSEVELT ELECTRICAL ROOF PLAN – AREA A
E-101b	ROOSEVELT ELECTRICAL ROOF PLAN – AREA B

Exhibit "C"

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

TABLE OF CONTENTS — SECTION 00 01 10

DIVISION 0 - INTRODUCTORY INFORMATION

00 01 01	PROJECT TITLE
00 01 10	TABLE OF CONTENTS
00 10 10	MECHANICAL & ELECTRICAL SEALS PAGES
00 11 13	SOLICITATION AND NOTICE FOR BIDS
00 21 13	INSTRUCTIONS TO BIDDERS
00 25 13	PRE-BID MEETING
00 41 00	BID FORM
00 50 00	CONTRACTING FORMS AND SUPPLEMENTS
00 52 00	AGREEMENT FORMS
00 62 50	DESIGNATION OF PURCHASING AGENT
00 72 00	GENERAL CONDITIONS
00 73 00	SUPPLEMENTAL CONDITIONS TO THE CONTRACT

DIVISION 1 - GENERAL REQUIREMENTS

01 11 00	SUMMARY OF WORK
01 20 00	PRICE AND PAYMENT PROCEDURES
01 21 00	ALLOWANCES
01 23 00	ALTERNATES
01 25 00	SUBSTITUTIONS PROCEDURES
01 30 00	ADMINISTRATIVE REQUIREMENTS
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01 35 53	SECURITY PROCEDURES
01 40 00	QUALITY REQUIREMENTS
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01 42 00	REFERENCES
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 55 00	VEHICULAR ACCESS AND PARKING
01 60 00	PRODUCT REQUIREMENTS
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS
01 61 23	ASBESTOS PROHIBITION
01 61 26	LEAD CONTAMINATION CONTROL ACT
01 73 00	EXECUTION
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 77 00	CLOSEOUT PROCEDURES
01 78 00	CLOSEOUT SUBMITTALS
01 79 00	DEMONSTRATION AND TRAINING

DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION



03/05/2024

DIVISION 3 – CONCRETE

NOT USED

DIVISION 4 – MASONRY

NOT USED

DIVISION 5 - METALS

05 51 33 METAL STAIRS AND LADDERS

DIVISION 6 - WOOD AND PLASTICS

06 10 53 MISCELLANEOUS ROUGH CARPENTRY

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 54 23 THERMOPLASTIC-POLYOLEFIN ROOFING
07 62 00 SHEET METAL FLASHING AND TRIM
07 72 00 ROOF ACCESSORIES
07 84 00 FIRESTOPPING
07 92 00 JOINT SEALANTS

DIVISION 8 – OPENINGS

NOT USED

DIVISION 9 - FINISHES

NOT USED

DIVISION 10 – SPECIALTIES

NOT USED

DIVISION 11 - EQUIPMENT

NOT USED

DIVISION 12 – FURNISHINGS

NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 - CONVEYING EQUIPMENT

NOT USED

DIVISION 21 - FIRE SUPPRESSION

NOT USED

DIVISION 22 - PLUMBING

NOT USED

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

23 05 00 COMMON WORK RESULTS FOR HVAC
23 05 13 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
23 05 48 VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT
23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 09 23 DIRECT DIGITAL CONTROL SYSTEM FOR HVAC
23 33 00 AIR DUCT ACCESSORIES
23 34 00 HVAC FANS
23 54 00 GAS FIRED FURNACES
23 62 13 AIR COOLED CONDENSING UNITS
23 74 13 PACKAGED ROOFTOP UNITS

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL
26 05 02	ELECTRICAL DEMOLITION FOR REMODELING
26 05 04	CLEANING, INSPECTION AND TESTING ELECTRICAL EQUIPMENT
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 23	CONTROL-VOLTAGE ELECTRICAL POWER CABLES
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 22 00	LOW-VOLTAGE TRANSFORMERS
26 24 16	PANELBOARDS
26 27 02	EQUIPMENT WIRING SYSTEMS
26 27 28	DISCONNECT SWITCHES
26 43 13	SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 46 00	FIRE DETECTION AND ALARM SYSTEM

DIVISION 31 - EARTHWORK

NOT USED

DIVISION 32 - EXTERIOR IMPROVEMENTS

NOT USED

DIVISION 33 - UTILITIES

NOT USED

END OF SECTION

Performance Bond

87C238484

CONTRACTOR:
(Name, legal status, and address)
S.E. Hardesty co. d/b/a Hardesty Team Co.

4001 N. Walnut Ave.
Oklahoma City, OK 73105

SURETY:
(Name, legal status, and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status, and address)
ISD #29 of Cleveland County, OK dba
Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

CONSTRUCTION CONTRACT
Date: April 12, 2024

Amount: $882,794.00 Eight Hundred Eighty-two Thousand Seven Hundred Ninety-four Dollars And Zero Cents

Description:
(Name and location)

Norman Public Schools-2023 HVAC Replacement Projects-Package 3: 2302G-Madison Elementary School & 2302H-Roosevelt Elementary School

BOND
Date: April 16, 2024
(Not earlier than Construction Contract Date)

Amount: $882,794.00 Eight Hundred Eighty-two Thousand Seven Hundred Ninety-four Dollars And Zero Cents

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
S.E. Hardesty co. d/b/a Hardesty Team Co.

Signature:
Name and Title: Brett Hardesty Vice President

SURETY
Company:
The Ohio Casualty Insurance Company

Signature:
Name Kelli Gorham
and Title: Attorney-In-Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address, and telephone)

AGENT or BROKER:
Frates Irwin Risk Management Solutions

103 Dean A McGee Avenue
Oklahoma City, OK 73102-6428
405-290-5777

OWNER'S REPRESENTATIVE:
(Architect, Engineer, or other party:)
MIDL Architects, LLC
200 N. University Blvd.
Norman, OK 73069
Telephone #:405-512-9662

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in **AIA Document A312–2010 Edition Performance Bond.**

Liberty Mutual SURETY

Payment Bond

87C238484

CONTRACTOR:
(Name, legal status, and address)
S.E. Hardesty co. d/b/a Hardesty Team Co.

4001 N. Walnut Ave.
Oklahoma City, OK 73105

SURETY:
(Name, legal status, and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status, and address)
ISD #29 of Cleveland County, OK dba
Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date: April 12, 2024

Amount: $882,794.00 Eight Hundred Eighty-two Thousand Seven Hundred Ninety-four Dollars And Zero Cents

Description:
(Name and location)

Norman Public Schools-2023 HVAC Replacement Projects-Package 3: 2302G-Madison Elementary School & 2302H-Roosevelt Elementary School

BOND
Date: April 16, 2024
(Not earlier than Construction Contract Date)

Amount: $338,900.00 Three Hundred Thirty-eight Thousand Nine Hundred Dollars And Zero Cents

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
S.E. Hardesty co. d/b/a Hardesty Team Co.

Signature: _____
Name and Title: Brett Hardesty Vice President

SURETY
Company:
The Ohio Casualty Insurance Company

Signature: _____
Name and Title: Kelli Gorham Attorney-In-Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address, and telephone)

AGENT or BROKER:
Frates Irwin Risk Management Solutions

103 Dean A McGee Avenue
Oklahoma City, OK 73102-6428
405-290-5777

OWNER'S REPRESENTATIVE:
(Architect, Engineer, or other party:)
MIDL Architects, LLC
200 N. University Blvd.
Norman, OK 73069
Telephone #:405-512-9662

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor,materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity thathas rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

Liberty Mutual
SURETY

MAINTENANCE BOND

Bond #: **87C238484**

KNOW ALL MEN BY THESE PRESENTS, that we,
S.E. Hardesty Co. d/b/a Hardesty Team Co.,
4001 N. Walnut Ave., Oklahoma City, OK 73105
as Principal, and The Ohio Casualty Insurance Company , as Surety, are held and firmly bound unto
ISD #29 of Cleveland County, OK dba Norman Public Schools
at 131 S. FloodAve., Norman, OK 73069
(hereinafter called the Obligee), in the penal sum of Eight Hundred Eighty-two Thousand Seven Hundred Ninety-four Dollars And Zero Cents ($882,794.00)
for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: April 12, 2024 .

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee for
Norman Public Schools-2023 HVAC Replacement Projects-Package 3: 2302G-Madison Elementary School &
2302H-Roosevelt Elementary School
and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligee;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a period of (1) year months from and after the date of the completion of the contract indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its home office in the city of Boston , Massachusetts , promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default; and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

S.E. Hardesty Co. d/b/a Hardesty Team Co.,
4001 N. Walnut Ave., Oklahoma City, OK 73105
(Principal)

By: Brett Hardesty Vice President

The Ohio Casualty Insurance Company

By: Kelli Gorham
(Attorney-in-Fact) Kelli Gorham

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Liberty Mutual Surety Claims • P.O. Box 34526, Seattle, WA 98124 • Phone: 206-473-6210 • Fax: 866-548-6837
Email: HOSCL@libertymutual.com • www.LibertyMutualSuretyClaims.com

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210331-971573**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jim Belobraydic, Dennis Bowman, Sallie Denison, Kelli Gorham, Jonathan Messick, Allison Peer, Frank K. Smith

all of the city of Oklahoma City state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of June, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of June, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of April, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ACORD

HARDTEA-01 PYARBROUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/19/2024

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	CONTACT NAME:	
Acrisure Texas Risk Advisors & Insurance Services, LLC 5057 Keller Springs Rd. Suite 200 Addison, TX 75001	PHONE (A/C, No, Ext): (800) 880-6689	FAX (A/C, No): (210) 696-8414
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Employers Mutual Casualty Company	21415
INSURED S.E. Hardesty Company DBA Hardesty Team Air Conditioning / Heating & Plumbing 4001 N. Walnut Avenue Oklahoma City, OK 73105-3748	INSURER B : Emcasco Insurance Company	21407
	INSURER C :	
	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		6D28329	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			6E28329	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6J28329	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Installation Floater			6A28329	12/31/2023	12/31/2024	Jobsite Limit	882,794
A	Equipment Floater			6A28329	12/31/2023	12/31/2024	Leased or Rented	80,000

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

Project: Norman Public Schools -2023 HVAC Replacement Projects – Package 3; 2302G – Madison Elementary School. 2302H – Roosevelt Elementary School. Project Owner is Independent School District #29 (ISD-29) of Cleveland County Oklahoma d/b/a Norman Public Schools. When required by written contract Project Owner and the projects Architect and the Architect's consultants are provided Additional Insured status under the General Liability policy. When required by written contract the Additional Insured status provided to Project Owner applies to both ongoing and completed operations and is provided on a Primary and Non-Contributory basis. Additional Insured endorsement under the General Liability policy is form # CG7174.3 10-13 with copy being supplied along with this certificate. Umbrella policy is follow-form over underlying General Liability and Automobile policies.

CERTIFICATE HOLDER

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
73069

CANCELLATION

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
647
Jimmy Irwin

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2023

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 Aon Risk Services, Inc of Florida 701 Brickell Avenue, Suite 3200 Miami, FL 33131	**CONTACT NAME:** Aon Risk Services, Inc of Florida **PHONE (A/C, No, Ext):** 833-538-2802 **FAX (A/C, No):** **EMAIL ADDRESS:** ADPTS@Aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Hampshire Ins Co	23841
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ADP TotalSource I, Inc.
5800 Windward Parkway
Alpharetta, GA 30005
ALTERNATE EMPLOYER
S E Hardesty Co DBA Hardesty Team
4001 N Walnut,
OKLAHOMA CITY, OK 73105

COVERAGES **CERTIFICATE NUMBER:** 4631094 **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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 034275010 OK	07/01/2023	07/01/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Norman Public Schools -2023 HVAC Replacement Projects – Package 3; 2302G – Madison Elementary School. 2302H – Roosevelt Elementary School. Project Owner is Independent School District #29 (ISD-29) of Cleveland County Oklahoma d/b/a Norman Public Schools. When required by written contract Project Owner and the projects Architect and the Architect's consultants are provided Additional Insured status under the General Liability policy. When required by written contract the Additional Insured status provided to Project Owner applies to both ongoing and completed operations and is provided on a Primary and Non-Contributory basis. Additional Insured endorsement under the General Liability policy is form # CG7174.3 10-13 with copy being supplied along with this certificate. Umbrella policy is follow-form over underlying General Liability and Automobile policies.

CERTIFICATE HOLDER

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma d/b/a Norman Public Schools
131 S. Flood Ave
Norman, OK 73069

CANCELLATION

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
Aon Risk Services, Inc of Florida

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(This affidavit shall accompany the proposal)

Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools

Declaration by Vendor Regarding Prohibition of Sex Offenders on School Premises

The undersigned, Brett Hardesty, represents that he/she is the owner or an officer of S.E. Hardesty Co., who has the authority to make this declaration to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools, as required by Section 6-101.48 of title 70 of the Oklahoma Statutes. I declare that no employee working on school premises during normal working hours under the authority of the above named company or business has been convicted in this State, the United States or another state of any sex offense subject to the Sex Offenders
Registration Act or is subject to another state's or the federal sex offender registration provisions.
I further understand that Title 57, O.S. Supp. 1999, Section 589 provides as follows, to-wit:

> It is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars ($1,000.00)). In addition, the violator may be liable for civil damages.

I further declare that so long as the undersigned performs work or provides services to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools that the undersigned will at all times comply with the statutory provisions described herein.

Dated this 19th day of April, 2024

Vendor Name (type or print) S.E. Hardesty Co. dba. Hardesty Team

Authorized Representative (type or print) Brett Hardesty

Authorized Representative's Signature [signature]

Federal ID # or Social Security Number 73-1341291

Return Declaration to:

Independent School District #29 of
Cleveland County, Oklahoma
d/b/a Norman Public Schools
Purchasing Department
131 South Flood
Norman, OK 73069

Contract Affidavit

STATE OF Oklahoma

COUNTY OF Oklahoma

Brett Hardesty, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by dealer to submit the attached contract to the Board of Education, Norman, Oklahoma. Affiant further states that dealer has not paid, given, nor donated, or agreed to pay, give, or donate to any officer or employee of the Board of Education, Norman, Oklahoma, any money or other thing of value, either directly or indirectly in the procuring of the contract.

Signature Brett Hardesty, Vice-President

Subscribed and sworn before me this day:
April 15. 2024

Notary Public

M. DIAMOND NOTARY # 03014330 EXP. 12/10/27 PUBLIC STATE OF OKLAHOMA

12/10/2027
My commission expires

Business Relationships Affidavit

STATE OF Oklahoma

COUNTY OF Oklahoma

Brett Hardesty, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows: NONE

Affiant further states that any such business relationship presently in effect or which existed within (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows: NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows: NONE

(If none of the business relationships herein above mentioned exist, Affiant should so state.)

Signature of Representative: _____

Brett Hardesty, Vice-President

Subscribed and sworn to before this 15th day of April.

M Diamond

Notary Public

M. DIAMOND NOTARY # 03014330 EXP. 12/10/27 PUBLIC STATE OF OKLAHOMA

12/10/2027

My commission expires

Non-Collusion Affidavit

STATE OF Oklahoma

COUNTY OF Oklahoma

Brett Hardesty, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signature of Representative: _____

Brett Hardesty, Vice President

Subscribed and sworn to before me this 15th day of April 2024

My Commission expires: 12/10/2027

M Diamond

Notary Public

M. DIAMOND NOTARY # 03014330 EXP. 12/10/27 PUBLIC STATE OF OKLAHOMA



STANDARD ENGINEERING + FIELD SERVICES

Subsurface Exploration Fee Proposal

Norman North Stadium



Oklahoma City (405) 528-0541 Tulsa (918) 289-0005 Lawton (580) 353-0872 Enid (580) 237-3130 Spencer (405) 768-5353

STANDARD ENGINEERING + FIELD SERVICES

Corporate Office
3400 N. Lincoln Blvd. • Oklahoma City, OK 73105
(405) 528-0541 • standardusa.com

April 16, 2024

Norman Public Schools
131 South Flood Avenue
Norman Oklahoma

VIA Email: jmilner@norman.k12.ok.us

Attn: Justin Milner

Regarding: Proposal for Subsurface Exploration
Norman North Stadium
Norman, Oklahoma

Dear Justin:

Standard Engineering & Field Services (STANDARD) is pleased to provide this proposal for geotechnical exploration services for the Norman North Stadium, located in Norman, Oklahoma.

Scope of Work

This geotechnical study is to evaluate the soil's and/ or rock's strength conditions, check the soil plasticity characteristics, and to recommend subgrade preparation, foundation types, and pavement sections for the proposed project. Based in the information provided to us, it is our understanding that the project consists of the following:

- New Norman North Stadium

Field Exploration

The following number and depth of boings are requested to be drilled by using a truck mounted CME 55 or ATV mounted CME 750 mounted drilling rig:

Boring Designation	Location	Boring Depth (ft)
B1 & B3	Ticket/RR/Concessions	15
B2	Scoreboard	20
B4, B5, B7, B8, B9	New 4,908 Seat Bleacher System	20
B6	Pressbox	20
B10 – B11	Existing Track Bleacher System to be Relocated	20
B12 – B13	500 Seat, Elevated Bleachers	20

Samples will be obtained from borings at regular intervals and at soil layer interfaces where material characteristics change. A minimum of three samples will be obtained within the top five (5) feet and at 5-foot intervals thereafter using the following methods:

- Split-Barrel Sampler (SPT) in cohesionless soils, and cohesive soils
- Thin-Walled Tube (Shelby) in cohesive soils (clays, plastic silts; ASTM D1587)
- Grab samples between SPTs and Shelby-Tube samples will also be collected

Soil samples will be sealed in the field to prevent disturbance and moisture changes and transported to the laboratory for testing. All borings will be plugged in accordance with Oklahoma Water Resource Board (OWRB) regulations. Groundwater, if encountered, will be measured during, and at the completion of drilling operations. Standard will call OKIE to locate utilities in public easements, the owner is responsible for locating private utilities at the site.

Minor damage at the site, such as rutting in landscaping and cracking in light duty concrete or asphalt paving (i.e. sidewalks and driveways) may occur during the field exploration due to the size and weight of the drilling equipment. Any remediation or repair of damages resulting from the use of such equipment in order to perform the field exploration is not part of this scope and will not be the responsibility of Standard.

Laboratory Testing

Laboratory tests shall be assigned and performed to classify soils and obtain geotechnical physical characteristics for soils and rock such as strength, compressibility and compaction characteristics. Perform laboratory testing consistent in quantity and quality with local geotechnical engineering practice to provide the information for the foundation recommendations required in the report. We will perform following laboratory tests:

- Soil Moisture Content Test
- Volumetric Chunk Density Test
- Atterberg Limits Test (PI)
- Sieve Analysis
- Unconfined Compressive Strength Test

Reporting, Scheduling, Authorization and Cost

The drilling work can be scheduled within **five (5) to seven (7)** working days after receiving notice to proceed and obtaining clearance of utilities at the site. A Preliminary Report will be issued within **five (5) to seven (7)** working days after completion of the drilling work. A Final Report will be issued within **seven (7)** working days after completion of laboratory testing.

A report will be generated including the following:

- Vicinity map and boring location plan
- Computer generated boring logs with soil stratification based on visual soil classification, and laboratory test results
- Boring and site elevations
- Laboratory test results summary
- Summary of field testing and drilling methods
- Narrative of difficulties and access obstructions
- Subsurface soil conditions

- Ground water levels observed during and at the completion of drilling,and anticipated seasonal high water level
- Seismic site class using IBC 2018 and ASCE 7-16
- Previous construction activity
- PVR analysis results with removal or treatment of objectionable materials
- Earthworks recommendations including engineered fill requirements
- Compaction requirements
- Drainage system recommendations
- Foundation recommendations including allowable bearing pressure for shallow foundations
- Foundation recommendations including allowable end bearing and skin friction capacities for deep foundations
- Estimated settlement
- Slab-on-grade floor slab recommendations, including modulus of subgrade reaction
- Asphalt concrete and Portland cement concrete pavement section recommendation for light and heavy-duty traffic
- Other construction considerations

The cost estimate for geotechnical services, including borings, laboratory testing, and reporting as described is presented in the following table:

Description	Cost ($)	Type
Geotechnical Exploration	$15,055.51	Lump Sum

The geotechnical exploration fee includes up to 3 hours of engineering support in the design phase after the geotechnical report is submitted. Additional services, if required and/or requested, will be provided at our standard unit rates.

We appreciate the opportunity to provide the budgetary proposal. To authorize this work, please return a completed copy of the attached “Agreement for services” form by e-mail to rkhalife@standardUSA.com. If there are any questions concerning this proposal or if further information is required, please contact me at 405.528.0541 or 405.395.8040.

Sincerely,

Roy Khalife, PE
Senior Geotechnical Engineer

Standard Engineering & Field Services

Standard Engineering & Field Services

3400 North Lincoln Boulevard • Oklahoma City, Oklahoma 73105 • (405) 528-0541 • standardusa.com

Quality Management
R18, C1077 (Aggregate), C1077 (Concrete), D3666 (Aggregate), D3666 (Asphalt Mixture), D3740 (Soil), E329 (Aggregate), E329 (Asphalt Mixture), E329 (Concrete), E329 (SFRM), E329 (Soil)

Asphalt Mixture
R47, R68, T30, T166, T209, T245, T246, T275, T308, T312, Tex-206-F, D1188, D1560 (Stability), D2041, D2726, D2950, D5444, D6307, D6925, D6926, D6927

Soil accredited since
R58, R74, T88, T89, T90, T99, T100, T134, T176, T180, T191, T193, T208, T215, T216, T217, T224, T236, T265, T267, T289, T296, T310, D421, D422, D558, D698, D854, D1140, D1556, D1557, D1883, D2166, D2216, D2419, D2434, D2435, D2487, D2488, D2850, D2974, D3080 (4000 lb/ft-sq or Greater Normal Stress), D4318, D4546, D4643, D4718, D4943, D4944, D4972, D6938

Aggregate
R76, T2, T11, T19, T21, T27, T37, T84, T85, T96, T104, T112, T176, T210, T255, T303, T304, T335, C29, C40, C88, C117, C127, C128, C131, C136, C142, C535, C566, C702, C1252, C1260, C1567, D75, D546, D2419, D3744, D4791, D5821

Sprayed Fire-Resistive Material
E605, E736

Concrete
M201, R39, R60, T22, T23, T24, T97, T119, T121, T148, T152, T160, T196, T197, T198, T231 (7000 psi and below), T303, T309, T347, C31, C39, C42, C78, C138, C143, C157, C172, C173, C174, C192, C231,
C403, C495, C496, C511, C567, C597, C617 (7000 psi and below), C642, C803, C805, C876, C1064, C1152, C1218, C1231 (7000 psi and below), C1260, C1567, C1611, C1621

Please note that our accreditations do not include an expiration date. An accreditation only expires when the laboratory fails to comply with our accreditation requirements.

STANDARD ENGINEERING + FIELD SERVICES

Our Portfolio

Federal

- KC-46 Depot Hangar
- KC-46 Infrastructure Project
- Altus AFB Runway Reconstruction
- FAA Security Command Center
- Tinker AFB Repair AWACS Apron

Transportation

- OTA EOC-2435 & 2434B
- OTA EOC-2433B & 2434A
- OTA JKT-2371 Mainline & Ramps
- SH-48 over Cimarron River
- US-81 over Washita River

K-12 Education

- Various Norman Public Schools
- Various Edmond Public Schools
- Various Lawton Public Schools
- Medford Public Schools
- Various Oklahoma City Public Schools

Wind

- Kings Plain Wind Farm
- Red Bed Plains Wind Farm
- Mammoth Plains Wind Farm
- Rush Springs Wind Farm
- Buffalo Bear Wind Farm

Higher Education

- OU Stadium Expansion
- OU Asp Avenue Parking Garage
- OU Devon Energy Hall
- OU Donald Reynold Performing Arts Center
- OU Biomedical Research Center

Municipal

- Scissor Tail Park OKC
- Myriad Botanical Gardens
- Ford Center Expansion
- Edmond Streetscapes Project
- Various City of OKC Projects

Healthcare

- OU Medical 11 Story Bed Tower
- OHHS Super West Expansion
- Norman Regional Healthplex
- OU Children's Hospital
- Mercy Hospital in Ardmore

Water & Wastewater

- Hefner WTP Expansion
- Coffee Creek Wastewater Treatment Plant
- Hefner WTP Chemical Storage Facility
- Arcadia WTP Control Building
- Bethany Water Treatment Plant

Warehouse

- Various Hobby Lobby Warehouses
- Tinker Medical Warehouse
- MROTC Boeing Hangars
- Moore/Norman Vo Warehouse Renovation
- Chappell Supply & Equipment Warehouse

Commercial

- Firelake Grand Casino and Hotel
- Riverwind Hotel in Norman
- Embassy Suites Hotel & Conference
- Goodyear Plant Expansion
- Nestle Purina Plant Expansion

Our Services

Construction Testing & Inspection

- ACI Concrete Pavement Inspection
- Air Content Test
- Concrete And CLSM Cylinder Cast
- Concrete Beam Cast
- Depth Check
- Fireproofing Testing
- Floor Flatness and Levelness
- Flow Test
- Foundation Inspection
- Masonry Construction Inspection
- Pier Drilling Inspection
- Post Tensioning Inspection
- Proof Roll Inspection
- Rebar Inspection
- Relative Humidity of Concrete Slabs
- Roadway Coring and Length Measurement
- Roadway Density by Nuclear Method
- Shop Inspection
- Slump Test
- Soil Compaction by Nuclear Method
- Soil Compaction by Sand Cone Method
- Structural Steel Inspection

Drilling

- Continuous Flight Hollow Stem Auger
- Continuous Flight Solid Stem Auger
- CPT-U
- Monitoring Wells & Piezometer Installation
- Mud Rotary
- Pressuremeter Testing
- Rock Coring
- Settlement Plates Installation & Monitoring
- Standard Penetrating Testing
- Texas Cone Testing
- Undisturbed Push Sampling

Geotechnical

- Bridge Subsurface Exploration
- Dams And Embankment Studies
- Design Build
- Drone Aerial Assessment
- Geotechnical Forensic Studies
- Pavement Design
- Pedological Study
- Railway Design Recommendations
- Retaining Wall Design Recommendations
- Roadway Subsurface Exploration
- Settlement Analysis
- Shallow And Deep Foundation Recommendations
- Slope Stability Analysis

Laboratory

- 1-D Consolidation and Swell
- Aggregate Durability
- Alkali-Silica Reactivity
- Atterberg Limits
- Beam Flexural Strength
- California Bearing Ratio
- Compressive Strength of Concrete, Grout, Mortar & Masonry
- Direct Shear
- Dry Density
- Extraction and Gradation
- Flat or Elongated Particles
- Freeze-Thaw and Wet-Dry
- LA Abrasion
- Marshall Stability and Flow
- Masonry Absorption
- Maximum Theoretical Specific Gravity
- pH and Resistivity
- Sieve Analysis
- Soil Classification
- Soil, Asphalt, and Concrete Mix Designs
- Soluble Sulfate, Chloride
- Specific Gravity
- Superpave Gyratory
- Tri-Axial (UU, CU, CD)
- Unconfined Compressive Strength

STANDARD ENGINEERING & FIELD SERVICES
AGREEMENT FOR SERVICES

Project Norman North Stadium	**Client** Norman Public Schools
Project Location (Site) Norman, Oklahoma	**Client Project Number**
STANDARD Project Number	**Owner (if different from Client)**
Date April 16, 2024	**Owner Project Number**
This contract is by and between: Norman Public Schools ("CLIENT") and Standard Engineering & Field Services 3400 N. Lincoln Boulevard Oklahoma City, Oklahoma 73105-5408 ("STANDARD") EIN: 82-3042789	**Mail Invoices to:** **Address Project Correspondence to Client Representative:** Justin Milner **Authorized STANDARD Project Representative:** Roy Khalife, P.E.

CLIENT hereby engages STANDARD to provide the services set forth in PART I, at the project described herein ("Project"), CLIENT agrees to pay STANDARDC charges invoices by STANDARD for services rendered on the project in accordance with PART II and to be bound by the Standard Terms and Conditions attached hereto and incorporated herein. The parties agree:

PART I – Scope of Work (attached "Exhibit I" if more spaces is required)
Quality Control and Acceptance as presented in the attached proposal dated April 16, 2024.

PART II – Fee (attach "Exhibit II" if more spaces is required)
Per Estimated Budget dated April 16, 2024

The CLIENT agrees to pay STANDARD's invoices upon receipt. STANDARD may suspend work for lack of timely payment. Should payment not be received within 30 days of invoice date, the CLIENT agrees to also pay a service charge of 1.5 percent per month or 18 percent per annum and the costs of collection, including reasonable attorney's fees. If 1.5 percent per month exceeds the maximum allowed by law, the service charge of 1.5 percent will automatically be reduced to the maximum legally allowed. If CLIENT has any object to any of STANDARD's invoices, CLIENT must so advise STANDARD in writing giving the reason for such objections within 14 days of receipt by the CLIENT of such invoice, and shall promptly pay the undisputed portion. Payment shall constitute final approval of all aspects of the corresponding Work performed to date by STANDARD. If the Project is terminated in whole or in part, then STANDARD shall be paid by the CLIENT for services performed prior to STANDARD's received of written notice of such termination, including STANDARD's reimbursable expenses and actual and reasonable shut-down costs.

Disclosure of Hazardous and Toxic Material and Conditions at the Project (check One)
CLIENT is not aware of any hazardous wastes or substances, toxic materials or conditions or petroleum products ("Hazardous Materials") existing at the site of the Project, EXCEPT:

☐ None ☐ Petroleum Fuels Only ☐ Those items Described (attached "Exhibit III" if more space is required)

CLIENT		**Standard Engineering & Field Services**	
Signature		Signature	
Name		Name	Roy Khalife, P.E.
Title		Title	Senior Vice President
Date		Date	April 16, 2024

Building Envelope • Construction Management • Environmental • Geotechnical • Material Testing • Special Inspections
standardusa.com

STANDARD ENGINEERING & FIELD SERVICES
STANDARD TERMS AND CONDITIONS

Standard Engineering & Field Services, herein "STANDARD", as an independent consultant, agrees to provide to the "CLIENT" the services described in the Scope of Work for the Project provided in Part I or Exhibit I of this Agreement, pursuant to the following Standard Terms and Conditions which constitute a part of this Agreement:

ARTICLE 1. SERVICES BY STANDARD

a. STANDARD will perform the services to be provided by STANDARD pursuant to this Agreement in accordance with generally accepted engineering principles and practices of performance by professionals of ordinary skill existing at the time of performance under similar conditions for the locality where the services are to be performed. The CLIENT hereby acknowledges that the Project involves certain inherent risk factors (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) which may adversely affect the results of the Project, even though the services are performed with such care and skill. Data, interpretations and recommendations by STANDARD will be based solely on information available to STANDARD. STANDARD will not be responsible for any other party's use or interpretations of information reported by STANDARD and/or the recommendation(s) of any other party based on such information. STANDARD's services do not include the investigation or detection of, nor do the recommendations in STANDARD's reports address the presence or prevention of, biological pollutants such as mold, fungi, bacteria, viruses; or occupant safety issues, such as vulnerability to natural Disasters, terrorism, or violence. If computer software is to be provided to the CLIENT as part of the services, CLIENT will execute a separate software license agreement. **STANDARD MAKES NO WARRANTIES OR GUARANTEES EXPRESS OR IMPLIED, RELATING TO STANDARD'S SERVICES AND STANDARD SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

b. The Scope of Work cannot be changed, altered or amended except by written agreement signed by both parties. If CLIENT and STANDARD agree in writing for STANDARD to perform additional services, then STANDARD will be entitled to an increase in compensation at rates provided in this Agreement. STANDARD reserves the right to elect not to perform additional services. If STANDARD determines in its sole discretion that additional services are necessary to avoid a delay in the completion of the Project, then STANDARD shall perform those services without waiting for instructions from CLIENT and shall be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any.

c. STANDARD's personnel may be present, either full or part time, to provide observation and field testing of specific parts of the Project in accordance with the Scope of Work set forth herein. STANDARD will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any other parties, including CLIENT, CLIENT's contractors, or any other parties present at the site. Should a contractor be involved in the Project, STANDARD's work does not include supervision or direction of the work of the contractor, its employees or agents.

d. Title to all samples and waste materials remains with Client, and at no time shall STANDARD take title to the above material. Portions of samples are consumed by testing. Unless otherwise stated in the Scope of Work, the remaining residue of all test samples from the Project site by STANDARD shall remain the property of CLIENT and shall be handled by STANDARD as follows: At CLIENT's written request, STANDARD will maintain preservable test samples and specimens or the residue therefrom for 30 days after the report date free of storage charges. After the initial 30 days, upon written request, STANDARD will retain test specimens or samples for a mutually acceptable storage charge and time period. If CLIENT does not make a written request to preserve samples and specimens, then STANDARD may dispose of the samples or specimens or return them to CLIENT at CLIENT's expenses. If it is determined that no test(s) are necessary on the sample(s), or determining that a sample originally thought to be NON-HAZARDOUS is in fact HAZARDOUS, then STANDARD will return the samples to CLIENT.

e. Field tests or boring locations described in STANDARD's report or shown on sketches are based on specific information furnished by others and/or estimates made in the field by STANDARD personnel. Such dimensions, depths or elevations are approximations and are not warranted to be exact.

f. STANDARD shall maintain during the performance of the services by it under this agreement if reasonably available, (i) statutory Workers' Compensation liability coverage, (ii) Comprehensive General Liability insurance coverage, and (iii) automobile liability coverage in policy amounts of not less than One Million Dollars ($1,000,000.00). STANDARD represents that it currently has professional liability coverage in the aggregate limit of at least One Million Dollars ($1,000,000.00) and agrees to attempt to maintain such coverage for the period of performance of the Scope of Work and for a period of one (1) year following completion of those services, if such coverage is reasonably available at commercially affordable premiums. For the purpose of this Agreement, "reasonably available" and "commercially affordable"

shall mean that more than half the consultants practicing the same professional discipline in the state where the project is located are able to obtain such coverage

ARTICLE 2. THE CLIENT'S RESPONSIBILITIES

a. CLIENT has obtained access and right of entry to the Project and hereby grants free access and right of entry to the Project to STANDARD, its employees, agents, and subcontractors, for the purpose of performing all acts, studies and research, including without limitation the obtaining of samples and the performance of tests and evaluations, pursuant to the Scope of Work. CLIENT understands that subsurface conditions throughout the site may vary from those apparent at the discrete sampling locations or other sources of subsurface data and that site conditions may change from time to time. CLIENT agrees that STANDARD's proposed sampling locations are approximate and that STANDARD may depart a reasonable distance from those locations. CLIENT accepts that, despite STANDARD's use of reasonable precautions to reduce damage, invasive services such as drilling, or sampling may damage or alter the site and that site restoration is not provided by STANDARD unless specifically included in the Scope of Work.

b. CLIENT represents that CLIENT possesses all necessary permits and licenses required for the performance of the services to be provided by STANDARD under this Agreement and for the continuation of CLIENT and STANDARD's activities at the Project.

c. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by STANDARD for the proper performance of STANDARD's services pursuant to this Agreement. STANDARD may rely upon documents provided by the CLIENT in performing the services required under this Agreement; however, CLIENT-provided documents will remain the property of the CLIENT. All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by STANDARD as part of the service, pursuant to this Agreement, shall remain STANDARD's exclusive property. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designees, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by STANDARD pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without STANDARD's prior written consent. If CLIENT uses all or any portion of STANDARD's work on another project without STANDARD's written permission, CLIENT shall defend, indemnify and hold STANDARD harmless from any and all claims arising from such unauthorized use.

d. CLIENT shall be responsible for identifying, locating, and marking, and/or shall arrange for identifying, locating and marking of private subterranean structures or utilities and subsurface structures. STANDARD shall take reasonable precautions to avoid damage or injury to such utilities and structures. STANDARD shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified and marked by CLIENT or a one-call provider. STANDARD shall not be responsible for any damage, liability or costs, or for any property damage, injury or economic loss arising or allegedly arising from damages to utilities or subterranean structures that were not identified, located, or marked by CLIENT or the one-call provider, or that were not properly communicated to STANDARD; or that were improperly marked on documentation, plans, drawing or utility clearance materials provided to

STANDARD. STANDARD shall not be responsible for any damage, liability or costs, or for any property damage, injury or economic loss arising or allegedly arising from damages to utilities or subterranean structures caused by subsurface penetrations in locations approved by CLIENT and/or the one-call provider, except for damages caused by the negligence of STANDARD in the use of such information. CLIENT waives any claim against STANDARD and agrees to defend, indemnify, and hold STANDARD and its officers, directors, employees, shareholders, agents, and subcontractors harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or not accurately located. In addition, CLIENT agrees to compensate STANDARD for any time spent or expenses incurred by STANDARD in defense of any such claim, with compensation to be based upon STANDARD's prevailing fee schedule and expense reimbursement policy.

e. CLIENT shall provide, or cause to be provided, to STANDARD all documents and information known or available to CLIENT that relate to the identity, location, quantity, nature, or characteristic of any Hazardous Material (i.e., hazardous waste under RCRA, hazardous substance under CERCLA, hazardous constituent, toxic material, radioactive material, contaminated material, or petroleum product) on, under, or near the site, and shall immediately transmit new, updated, or revised information as it becomes available.

f. Unless otherwise provided herein, CLIENT shall assume all responsibility for, including control and removal of, and protect, defend and save harmless STANDARD from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in STANDARD's possession and control and directly associated with STANDARD's equipment. In the event a third party commits an act or omission which results in pollution or contamination for which either STANDARD or CLIENT, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between STANDARD and CLIENT, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

g. CLIENT shall release STANDARD of any liability for, and shall defend and indemnify STANDARD against, any and all claims, liability and expense resulting from operations under this Agreement on account of any alleged injury to, destruction of, or loss or impairment of any property right in or to oil, gas, water or other mineral substances, if at the time of the alleged act or omission causing injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth. CLIENT shall release STANDARD of any liability for, and shall defend and indemnify STANDARD against, any and all claims, liability and expense resulting from operations under this Agreement on account of any alleged loss or damage to any formation, strata, or reservoir beneath the surface of the earth.

h. CLIENT agrees to pay STANDARD's invoices upon receipt. STANDARD may suspend work for lack of timely payment. Should payment not be received within 30 days of invoice date, the CLIENT agrees to also pay a service charge of 1.5 percent per month or 18 percent per annum and the costs of collection, including reasonable attorneys' fees. If 1.5 percent per month exceeds the maximum allowed by law, the service charge of 1.5 percent will automatically be reduced to the maximum legally allowed. If CLIENT has any objection to an STANDARD invoice, CLIENT must so advise STANDARD in writing giving the reasons for such objections within 14 days of receipt by the CLIENT of such invoice, and shall promptly pay the undisputed portion. Payment shall constitute final approval of all aspects of the corresponding Work performed to date by STANDARD. If the Project is terminated in whole or in part, then STANDARD shall be paid by the CLIENT for services performed prior to STANDARD's receipt of written notice of such termination, including STANDARD's reimbursable expenses and actual and reasonable shut-down costs.

ARTICLE 3. PUBLIC LIABILITY: Except for claims by employees of STANDARD for Workers' Compensation, in the event any third party brings suit or claim for damages against STANDARD alleging exposure to or damage from material, elements or constituents at the Project before, during, or after the services are performed by STANDARD or any of its agents pursuant to this Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulted in costs for remedial action, uninhabitability of any property, or any other property damage or loss of any kind, then CLIENT agrees at its sole cost to defend STANDARD in any such suit or claim and to indemnify and hold harmless STANDARD and its officers, directors, employees and shareholders from and against any loss, damages, liabilities and cost (including, but not limited to, reasonable attorney fees) and to pay on behalf of STANDARD and its officers, directors, employees and shareholders any judgment entered against STANDARD and its officers, directors, employees and shareholders, including any interest thereon. CLIENT will have the right to investigate, negotiate and settle, with STANDARD's written concurrence, any such suit or claim, and STANDARD will cooperate in the defense of any such suit or claim.

ARTICLE 4. GENERAL CONDITIONS, NOTIFICATION, LIMITATION OF LIABILITY AND INDEMNIFICATION

a. Except as otherwise provided in this Agreement, STANDARD and CLIENT shall defend, indemnify, and hold harmless the other, their agents, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of STANDARD and CLIENT, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR: LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

b. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor STANDARD, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the CLIENT and STANDARD shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

c. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of STANDARD and STANDARD's officers, directors, employees, shareholders, agents, and subcontractors, and any of them, to the CLIENT, for any and all claims, losses, costs, or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or this Agreement from any cause or causes shall not exceed the total compensation received by STANDARD under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, except that this limitation does not apply to the extent damages are paid under STANDARD's Comprehensive General Liability Insurance or automobile liability insurance.

d. The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of STANDARD and STANDARD's officers, directors, employees, shareholders, agents, and subcontractors, and any of them, to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of STANDARD and STANDARD's subcontractors to all those named shall not exceed STANDARD's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law, except that this limitation does not apply to the extent damages are paid under STANDARD's Comprehensive General Liability Insurance or automobile liability insurance.

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e. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project or to this Agreement.

f. This Agreement may be terminated by either party upon giving the other party not less than seven (7) calendar days written notice or by mutual agreement. The receiving party shall have that seven (7) calendar day period in which to cure the default. If this Agreement is terminated by either party, STANDARD shall be paid in full for all services performed through the termination date, in addition to STANDARD's reimbursable expenses and reasonable shut-down costs incurred.

g. Neither CLIENT nor STANDARD may delegate, assign, sublet or transfer its duties or interest in this Agreement without the prior written consent of the other party, except STANDARD may retain the services of subcontractors to assist STANDARD in performance of its duties and obligations hereunder.

ARTICLE 5. UNFORESEEN OCCURRENCES: If during the performance of services by STANDARD under this Agreement, any unforeseen hazardous substances or petroleum products or constituents thereof or other unforeseen conditions or occurrences are encountered which in STANDARD's sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the
Scope of Work, STANDARD and CLIENT will mutually agree to revise the Agreement to include consideration of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or STANDARD may, at its option, terminate this Agreement effective on the date specified by STANDARD in writing.

ARTICLE 6. LITIGATION ASSISTANCE: Unless expressly set forth in the Scope of Work, the Scope of Work does not include costs of STANDARD for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT. All such services required or requested of STANDARD, except for suits or claims between the parties to this Agreement, will be reimbursed by the CLIENT according to STANDARD's normal rates and charges for such services and payment for such services shall be in accordance with this Agreement.

ARTICLE 7. FORCE MAJEURE: STANDARD is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the reasonable control of STANDARD.

ARTICLE 8. NO THIRD-PARTY BENEFICIARIES: This Agreement and STANDARD's performance of the Scope of Work are for STANDARD's and CLIENT's sole benefit and exclusive use with no third parties intended. Reliance upon STANDARD's performance of the Scope of Work and any work product is limited to CLIENT and is not intended for third parties. For a time period limited to three months following STANDARD's completion of the Scope of Work and submittal of any work product in the form of a report, STANDARD will issue additional reports addressed to, and for the use of, other parities designated by CLIENT, contingent upon each such party signing and returning STANDARD's reliance agreement and STANDARD receiving the agreed-upon fee for each additional report so issued.

ARTICLE 9. SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating the responsibility or liability between CLIENT and STANDARD shall survive the completion of the services and the termination of this Agreement.

ARTICLE 10. INTEGRATION: This Agreement and the documents attached hereto, and which are incorporated herein constitute the entire agreement between the parties and cannot be changed or amended except by a written instrument signed by all parties hereto. In the event CLIENT issues a purchase order or similar form to authorize or otherwise administer payment for Work under this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken.

ARTICLE 11. GOVERNING LAW AND VENUE: This Agreement shall be governed in all respects by the laws of the State of Oklahoma. Each of the parties hereto shall only enforce a claim arising out of this Agreement in the appropriate state or federal court having subject and personal jurisdiction located in Oklahoma City, Oklahoma. For purposes of any action or proceeding instituted with respect to any such claim, except those for which CLIENT must first pursue Dispute Resolution as provided herein, all of the parties hereto irrevocably submit to the jurisdiction of such courts and irrevocably consent to service of process out of such courts by mailing a copy of the summons and complaint, by certified mail, return receipt requested, postage prepaid to each party at the address provided for such party in this Agreement.

ARTICLE 12. DISPUTE RESOLUTION: CLIENT shall not be entitled to assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against STANDARD unless and until CLIENT has first obtained a written opinion from an independent, registered professional of the relevant discipline ("Expert") that STANDARD has violated the standard of care applicable to STANDARD's performance of the Scope of Work. The opinion must contain: (a) the name and license number of the Expert; (b the qualifications of the Expert, including a list of all publications authored in the previous 10 years and a list of all cases in which the Expert testified within the previous 4 years ; (c) a statement by the Expert setting forth the factual basis for the Claim; (d) a statement by the Expert of each and every act, error, or omission that the Expert contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Expert of all opinions the Expert holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Expert; and (g) a list of every individual who provided Expert with any information regarding the Project. The opinion is a condition precedent to the right of CLIENT to assert any Claim in any litigation or arbitration and CLIENT's failure to timely provide an opinion to STANDARD will be grounds for automatic dismissal of the Claim with prejudice. CLIENT shall furnish this opinion to STANDARD and the parties shall endeavor to resolve the dispute within thirty (30) days, after which CLIENT may pursue its remedies at law. The prevailing party in any litigation relating to a Claim shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Claim.

ARTICLE 13. INDEPENDENT CONTRACTOR: In performing services under this Agreement, STANDARD shall operate as, and have the status of, an independent contractor and shall not act as or be an employee of the CLIENT.

ARTICLE 14. SUBCONSULTANTS: STANDARD may utilize as necessary in its discretion subconsultants or other subcontractors. STANDARD will be paid for all services rendered by its subconsultants and other subcontractors as set forth in this Agreement.

ARTICLE 15. NOTICE: Notices shall be sufficiently given if sent by certified mail, postage prepaid, to each of the parties at the address noted for such party in this Agreement, or such other address as shall be furnished in writing by either party.

ARTICLE 16. ENTIRE AGREEMENT: This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the CLIENT and STANDARD.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

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

Coontz Roofing Inc.
14708 Santa Fe Crossing Drive
Edmond, OK 73013

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

Norman Public Schools – 2024 Madison Elementary School Reroof
500 James Drive
Norman, OK 73072

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

MIDL Architects, LLC
200 N University Blvd.
Norman, OK 73069
Telephone Number: (405) 512-9662

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in the Notice to Proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than Sixty (60) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Fifty Thousand Five Hundred Dollars and No Cents ($ 450,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1	$10,000.00
Alternate No. 2	$12,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price No. 1:	Unit price per square foot to remove and replace damaged existing wood roof deck with new wood roof deck to match.	$10.00
Unit Price No. 2:	Unit price per square foot to remove and replace damaged existing metal roof deck with new metal roof deck to match.	$15.00
Unit Price No. 3:	Refer to Section 06 10 53 Miscellaneous Rough Carpentry – Unit price per	$8.00

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	square foot to provide 1/2" fire-treated plywood cover board.	
Unit Price No. 4:	Unit Price per square foot to provide 1/4" cover board to fill low areas at sunken wood roof deck.	$8.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

CHANGES TO THE WORK

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1. 15 percent overhead and profit on the net cost of our own Work;
2. 10 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 10 percent overhead and profit on the net cost of the Work..

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with State law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Brad Coplen, Director
Norman Public Schools Central Services
101 Triad Village Dr.
Suite 153
Norman, OK 73071

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Scott Coontz, President
Coontz Roofing Inc.
14708 Santa Fe Crossing Dr.
Edmond, OK 73013

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

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.5 Drawings

Number	Title	Date
Refer to Sheet Index attached hereto as Exhibit "B"	Sheet Index	03/14/2024

.6 Specifications

Section	Title	Date	Pages
Refer to Specifications Section 00 01 10 Table of Contents attached hereto as Exhibit "C"	Table of Contents	03/14/2024	2

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	04/01/2024	5

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 72 00	General Conditions	03/14/2024	44
00 73 00	Supplementary Conditions	03/14/2024	2

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

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OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	Scott Coontz, President *(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:10:55 CT on 04/09/2024.

PAGE 1

AGREEMENT made as of the day of in the year 2024

...

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

...

Coontz Roofing Inc.
14708 Santa Fe Crossing Drive
Edmond, OK 73013

...

Norman Public Schools – 2024 Madison Elementary School Reroof
500 James Drive
Norman, OK 73072

...

MIDL Architects, LLC
200 N University Blvd.
Norman, OK 73069
Telephone Number: (405) 512-9662

PAGE 2

[X] Established as follows:

...

A date set forth in the Notice to Proceed issued by the Architect.

PAGE 3

[X] Not later than Sixty (60) calendar days from the date of commencement of the Work.

...

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§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Fifty Thousand Five Hundred Dollars and No Cents ($ 450,500.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate No. 1	$10,000.00
Alternate No. 2	$12,000.00

...

Unit Price No. 1:	Unit price per square foot to remove and replace damaged existing wood roof deck with new wood roof deck to match.	$10.00
Unit Price No. 2:	Unit price per square foot to remove and replace damaged existing metal roof deck with new metal roof deck to match.	$15.00
Unit Price No. 3:	Refer to Section 06 10 53 Miscellaneous Rough Carpentry – Unit price per square foot to provide 1/2" fire-treated plywood cover board.	$8.00
Unit Price No. 4:	Unit Price per square foot to provide 1/4" cover board to fill low areas at sunken wood roof deck.	$8.00

PAGE 4

CHANGES TO THE WORK

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1. 15 percent overhead and profit on the net cost of our own Work;

2. 10 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 10 percent overhead and profit on the net cost of the Work..

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner ~~not later than ( ) days after the Architect receives the Application for Payment.~~per prompt pay statute.

PAGE 5

Five percent (5%)

...

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In compliance with State law.
PAGE 6

~~%~~ Ten percent (10%) per annum

...

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
PAGE 7

Brad Coplen, Director
Norman Public Schools Central Services
101 Triad Village Dr.
Suite 153
Norman, OK 73071

...

Scott Coontz, President
Coontz Roofing Inc.
14708 Santa Fe Crossing Dr.
Edmond, OK 73013
PAGE 8

Refer to Sheet Index attached hereto as Exhibit "B"	Sheet Index	03/14/2024	

...

Refer to Specifications Section 00 01 10 Table of Contents attached hereto as Exhibit "C"	Table of Contents	03/14/2024	2

...

Addendum No. 1	04/01/2024	5

...

[X] Supplementary and other Conditions of the Contract:

...

00 72 00	General Conditions	03/14/2024	44
00 73 00	Supplementary Conditions	03/14/2024	2

PAGE 9

_____ Scott Coontz, President _____

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:10:55 CT on 04/09/2024 under Order No. 2114524490 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Principal Architect
(Title)

4/9/24
(Dated)

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User Notes:

(1986939719)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year 2024
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Norman Public Schools – 2024 Madison Elementary School Reroof
500 James Drive
Norman, OK 73072

THE OWNER:
(Name, legal status and address)

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

THE CONTRACTOR:
(Name, legal status and address)

Coontz Roofing Inc.
14708 Santa Fe Crossing Drive
Edmond, OK 73013

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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User Notes:

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000.00) each occurrence, Two Million Dollars ($ 2,000,000.00) general aggregate, and Two Million Dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

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.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

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§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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[ ] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the State of Oklahoma, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	$450,500.00
Performance Bond	$450,500.00
Maintenance Bond	$450,500.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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(1382495574)

Additions and Deletions Report for
AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:12:23 CT on 04/09/2024.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year 2024

...

Norman Public Schools – 2024 Madison Elementary School Reroof
500 James Drive
Norman, OK 73072

...

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma
d/b/a Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

...

Coontz Roofing Inc.
14708 Santa Fe Crossing Drive
Edmond, OK 73013

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§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located.~~ State of Oklahoma, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

PAGE 4

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located.~~ State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000.00) each occurrence, Two Million Dollars ($ 2,000,000.00) general aggregate, and Two Million Dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

PAGE 6

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located.~~ State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

[X] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

PAGE 7

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the ~~jurisdiction where the Project is located,~~ State of Oklahoma, as follows:

...

Payment Bond	$450,500.00
Performance Bond	$450,500.00
Maintenance Bond	$450,500.00

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EXHIBIT "B"

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02 25 29.23	ROOFING INVESTIGATIONS

DIVISION 3 – CONCRETE

NOT USED

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NOT USED



03/14/2024

DIVISION 5 - METALS

05 51 33 METAL STAIRS AND LADDERS

DIVISION 6 - WOOD AND PLASTICS

06 10 53 MISCELLANEOUS ROUGH CARPENTRY

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NOT USED

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NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION

NOT USED

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NOT USED

DIVISION 21 - FIRE SUPPRESSION

NOT USED

DIVISION 22 - PLUMBING

NOT USED

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

NOT USED

DIVISION 26 - ELECTRICAL

NOT USED

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

NOT USED

DIVISION 31 - EARTHWORK

NOT USED

DIVISION 32 - EXTERIOR IMPROVEMENTS

NOT USED

DIVISION 33 - UTILITIES

NOT USED

END OF SECTION

MERCHANTS BONDING COMPANY
MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Performance Bond

Bond No. 100411755

CONTRACTOR:
(Name, legal status and address)

Coontz Roofing Inc
14708 Santa Fe Crossings Dr.
Edmond, OK 73013

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)

ISD-29 of Cleveland County Oklahoma d/b/a Norman Public Schools
131 S. Flood Ave.
Norman, OK 73069

CONSTRUCTION CONTRACT
Date:

Amount: $450,500.00

Description:
(Name and location)
Norman Public Schools - 2024 Madison Elementary School Reroof, 500 James Dr., Norman OK 73072

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $450,500.00

Modifications to this Bond: ☒ None ☐ See Section 16

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Coontz Roofing Inc

Signature:
Name Scott Coontz
and Title: President

SURETY
Company: *(Corporate Seal)*
Merchants National Bonding, Inc.

Signature:
Name Wendy Hollen
and Title: Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER**:

Insurance Agency of MidAmerica Inc
PO Box 890300
Oklahoma City, OK 73189
405-691-0016

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

MIDL Architects, LLC
200 N University Blvd.
Norman, OK 73069

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Performance Bond-2010 edition.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obiligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3. the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract:

§ 5.2 Undertake to perform and complete the Construction Contract itself through its agents or independent contractors:

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4 and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5: and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

MERCHANTS BONDING COMPANY
MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Payment Bond

Bond No. 100411755

CONTRACTOR:
(Name, legal status and address)

Coontz Roofing Inc
14708 Santa Fe Crossings Dr.
Edmond, OK 73013

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)

ISD-29 of Cleveland County Oklahoma d/b/a Norman Public Schools
131 S. Flood Ave.
Norman, OK 73069

CONSTRUCTION CONTRACT
Date:

Amount: $450,500.00

Description:
(Name and location)
Norman Public Schools - 2024 Madison Elementary School Reroof, 500 James Dr., Norman OK 73072

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $450,500.00

Modifications to this Bond: ☒ None ☐ See Section 18

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Coontz Roofing Inc

Signature:
Name Scott Coontz
and Title: President

SURETY
Company: *(Corporate Seal)*
Merchants National Bonding, Inc.

Signature:
Name Wendy Hollen
and Title: Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

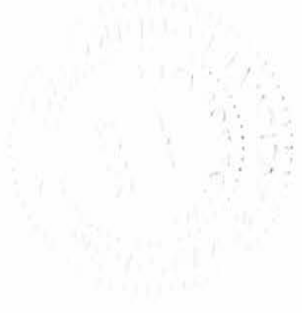
(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER**:

Insurance Agency of MidAmerica Inc
PO Box 890300
Oklahoma City, OK 73189
405-691-0016

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

MIDL Architects, LLC
200 N University Blvd.
Norman, OK 73069

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Payment Bond-2010 edition.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3., the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed: and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2. or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract:
- **.4** a brief description of the labor, materials or equipment furnished:
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract:
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim:
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a clairn under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil. gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

MERCHANTS BONDING COMPANY
MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 100411755

That Coontz Roofing, Inc.
14708 Santa Fe Crossing Drive of Edmond, OK 73013
as Principal, and the Merchants National Bonding, Inc. as Surety are
held and firmly bound unto the ISD-29 of Cleveland County Oklahoma d/b/a Norman Public Schools
131 S. Flood Ave., Norman OK 73069 in the penal sum of
******Four Hundred Fifty Thousand Five Hundred & 00/100********** (450,500.00)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this _____ day of _____ , _____ .

WHEREAS, the Principal entered into a certain contract, dated the _____ day of _____ ,
_____ with the ISD-29 of Cleveland County Oklahoma d/b/a Norman Public Schools
131 S. Flood Ave., Norman OK 73069 ,
to furnish all the material and labor necessary for the construction of

Norman Public Schools - 2024 Madison Elementary School Reroof, 500 James Dr., Norman OK 73072

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of One (1) years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants National Bonding, Inc. for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said ISD-29 of Cleveland County Oklahoma d/b/a Norman Public Schools as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of One (1) years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Coontz Roofing, Inc.
Principal
By _____
Scott Coontz - President

Approved _____

By _____

Merchants National Bonding, Inc.

By _____
Wendy Hollen - Attorney-in-Fact

CON 0304 (2/15)



MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Wendy Hollen

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of April , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of April , 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of April , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2023

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
Insurance Agency of Mid America Inc
10009 S. Penn, Building E
P. O. Box 890300
Oklahoma City OK 73189

CONTACT NAME: Brandy Jones
PHONE (A/C, No, Ext): (405) 691-0016 **FAX (A/C, No):** (405) 691-0415
E-MAIL ADDRESS: bjones@midamericainc.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Continental Insurance Company	35289
INSURER B :	Valley Forge Insurance Co	20508
INSURER C :	Homesite Ins Co	17221
INSURER D :	Columbia Casualty Co	31127
INSURER E :		
INSURER F :		

INSURED
Coontz Roofing, Inc.
14708 Santa Fe Crossings Dr.
Edmond OK 73013-3445

COVERAGES **CERTIFICATE NUMBER:** 2023/2024 Casualty **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6013932632	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			6014131729	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CXP-020939-00	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6081155705	07/01/2023	07/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Contractors Pollution Liability			6078743068	07/01/2023	07/01/2024	Per Occurrence Policy Aggregate Self Insured Retention	$2,000,000 $2,000,000 $ 10,000

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

Project: Norman Public Schools - 2023 Lakeview Elementary School Reroof at 3310 108th Ave. NE, Norman, OK 73026
Certificate holder, Owner, Architect, Architect consultant are included as Additonal Insureds as respects General Liability, on-going & completed operations, applying Primary/Non-contributory condition in favor of the Certificate Holder. Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER
Independent School District #29 Cleveland County Okla. dba Norman
131 S. Flood Ave.
Norman OK 73069

CANCELLATION
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

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 4/19/2024

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER
Insurance Agency of Mid America Inc
10009 S. Penn, Building E
P. O. Box 890300
Oklahoma City OK 73189

CONTACT NAME: Brandy Jones
PHONE (A/C, No, Ext): (405)691-0016
FAX (A/C, No): (405)691-0415
E-MAIL ADDRESS: bjones@midamericainc.com
PRODUCER CUSTOMER ID: 00005398

INSURED
Coontz Roofing, Inc.
14708 Santa Fe Crossings Dr.
Edmond OK 73013-3445

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 2023/2024 Installation REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	[ ] PROPERTY CAUSES OF LOSS — DEDUCTIBLES [ ] BASIC — BUILDING [ ] BROAD — CONTENTS [ ] SPECIAL [ ] EARTHQUAKE [ ] WIND [ ] FLOOD				[ ] BUILDING [ ] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP	$ $ $ $ $ $ $ $
A	[X] INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS [X] Special form	TYPE OF POLICY: Bldrs Risk / Installation POLICY NUMBER: 6013932632	7/1/2023	7/1/2024	[X] Per Location [X] While in Transit [X] Temporary Storage Location [X] Deductible	$ 400,000 $ 100,000 $ 100,000 $ 1,000
	[ ] CRIME TYPE OF POLICY					$ $ $
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$ $
						$ $

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Norman Public Schools -2024 Madison Elementary School Reroof at 500 James Drive, Norman, OK 73072
Certificate holder & Norman Public Schools are Loss Payee as respects Builders Risk / Installation coverage for above referenced project. Coverage is subject to the insuring

CERTIFICATE HOLDER

(405)573-3555 cory@midlarchitects.com

Independent School District #29 Cleveland County Okla. dba Norman Public Schools
131 S. Flood Ave.
Norman, OK 73069

CANCELLATION

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

720
John Rogers/BJ

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agreements, conditions & exclusions in the policy forms.

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Contract Affidavit

STATE OF OKLA

COUNTY OF OKLA

Scott Counts, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by dealer to submit the attached contract to the Board of Education, Norman, Oklahoma. Affiant further states that dealer has not paid, given, nor donated, or agreed to pay, give, or donate to any officer or employee of the Board of Education, Norman, Oklahoma, any money or other thing of value, either directly or indirectly in the procuring of the contract.

Scott Counts
Signature

Subscribed and sworn before me this day:
April 17, 2024

Kacie LeGrand
Notary Public

May 18, 2028
My commission expires

KACIE LEGRAND
NOTARY PUBLIC
No. 20005655
EXP. 5/18/2028
IN AND
FOR
STATE OF OKLAHOMA

Non-Collusion Affidavit

STATE OF Okla

COUNTY OF Okla

Scott Coontz, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signature of Representative: Scott Coontz

Subscribed and sworn to before me this 4 day of April 2024.

My Commission expires: May 18, 2024

KACIE MACK
Notary Public - State of Oklahoma
Commission Number 20005655
My Commission Expires May 18, 2024

Kacie Mack

Notary Public

Business Relationships Affidavit

STATE OF Okla

COUNTY OF Okla

Scott Coonts, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, Affiant should so state.)

Signature of Representative: Scott Coonts

Subscribed and sworn to before this 4 day of April, 2024.

Kacie Mack

Notary Public

KACIE MACK
Notary Public - State of Oklahoma
Commission Number 20005655
My Commission Expires May 18, 2024

May 18, 2024

My commission expires

(This affidavit shall accompany the proposal)

Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools

Declaration by Vendor Regarding Prohibition of Sex Offenders on School Premises

The undersigned, Scott Coontz, represents that he/she is the owner or an officer of Coontz Roofing, who has the authority to make this declaration to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools, as required by Section 6-101.48 of title 70 of the Oklahoma Statutes. I declare that no employee working on school premises during normal working hours under the authority of the above named company or business has been convicted in this State, the United States or another state of any sex offense subject to the Sex Offenders
Registration Act or is subject to another state's or the federal sex offender registration provisions.
I further understand that Title 57, O.S. Supp. 1999, Section 589 provides as follows, to-wit:

> It is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars ($1,000.00)). In addition, the violator may be liable for civil damages.

I further declare that so long as the undersigned performs work or provides services to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools that the undersigned will at all times comply with the statutory provisions described herein.

Dated this 16 day of April, 2024

Vendor Name (type or print) Coontz Roofing

Authorized Representative (type or print) Scott Coontz

Authorized Representative's Signature Scott Coontz

Federal ID # or Social Security Number 73-1606093

Return Declaration to:

Independent School District #29 of
Cleveland County, Oklahoma
d/b/a Norman Public Schools
Purchasing Department
131 South Flood
Norman, OK 73069

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT made as of this **17th day of April 2024.**

BETWEEN the Owner:

Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools
131 South Flood Avenue,
Norman, OK 73069
P: (405) 364-1339

and the Contractor:

Hellas Construction, Inc., a Texas corporation
12000 West Parmer Lane
Austin, TX 78613
P: (512) 250-2910
F: (512) 250-1960

for the following Project:

Norman North High School – Norman, OK
Synthetic Track and Turf Field

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS AND SCOPE OF PROJECT

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The entire agreement between Owner and Contractor with respect to the work required is expressed in this Agreement. This Agreement supersedes all proposals and negotiations not expressly set forth in this Agreement. This Agreement may not be changed or modified unless such change or modification is made in writing and signed by Owner and Contractor. Notwithstanding anything to the contrary, Contractor is not responsible for errors, inconsistencies, or omissions in the drawings or specifications, or other design documents not prepared by Contractor, including their failure to comply with applicable laws, statutes, ordinances, codes, rules or regulations, or requirements of governmental authorities. The Contract Documents consist of this Agreement and change orders mutually approved in writing by Contractor and Owner.

§ 1.2 This Agreement is comprised of the following documents:

1. Agreement Between Owner and Contractor.

2. Hellas Construction, Inc. proposal dated April 15, 2024, attached hereto as Exhibit A and incorporated herein by reference and made part of this Agreement to the same extent as if fully set forth herein (the “Proposal”).

3. Geotechnical Report, if any, prepared in the future related to the scope of Work, shall be considered incorporated herein by reference and made part of this Agreement to the same extent as if fully set forth herein.

4. Contractor’s Cooperative Contract, entitled TOPS Contract Number 230202 Synthetic or Natural Sport Fields, Courts or Tracks, incorporated herein by reference and made part of this Agreement to the same extent as if fully set forth herein.

§ 1.3 The Contractor shall complete the Work per Hellas Construction, Inc.'s Proposal dated April 15, 2024. In the event of a conflict between the terms and conditions contained in the Proposal and in this Agreement, the terms and conditions contained in this Agreement shall control.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:
Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

Within 10 days of Contractor's receipt of a notice to proceed issued by the Owner.

§ 2.3 Substantial Completion:
Subject to adjustments of the Contract Time as a result of weather delays or causes beyond Contractor's control or as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

No later than 125 working days from the date of commencement of the Work.

ARTICLE 3 CONTRACT SUM
§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum total value is made up of the following:

ONE MILLION EIGHT HUNDRED THREE THOUSAND EIGHT HUNDRED SEVENTY-SEVEN UNITED STATES DOLLARS AND NO CENTS (1,803,877.00)

Notwithstanding anything to the contrary herein, Owner acknowledges and agrees that in the event that the Project does not commence or proceed in the calendar year 2024, the Contract Sum shall be adjusted via change order to reflect the price increase for the year 2025.

§ 3.2 Alternates, included in the Contract Sum
§ 3.2.1 Intentionally deleted.

ARTICLE 4 PAYMENTS
§ 4.1 Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

§ 4.2 The Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. **Each payment due to Hellas Construction, Inc. under this Agreement shall be paid by check, ACH, or wire transfer of funds to Hellas Construction Inc.'s account ending in 3135 from Plains Capital Bank only.** If made by wire transfer, such payments shall be marked so as to refer to this Agreement.

§ 4.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.4 Provided that an Application for Payment is received by the Owner not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Owner receives the Application for Payment.

§ 4.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 4.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 4.7 The amount of each progress payment shall first include:

1. That portion of the Contract Sum properly allocable to completed Work;
2. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

§ 4.8 The amount of each progress payment shall then be reduced by:

1. The aggregate of any amounts previously paid by the Owner;
2. The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld payment;
3. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
4. For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part; and
5. Retainage withheld pursuant to Section 4.10.

§ 4.9 Payments due and unpaid under the Contract Documents thirty (30) days after the due date shall bear interest at the rate of three-fourths (3/4) percent per month pursuant to the provision of Section 113.3 of the Public Competitive Bidding Act of 1974.

§ 4.10 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold, as retainage from the payment otherwise due, 5% reduced to 2.5% when 50% of the work is complete.

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the completion of the work, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million dollars each occurrence, two million dollars general aggregate, and two million dollars aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than one million dollars each accident, one million dollars each employee, and one million dollars policy limit.

§ 5.2 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.14.

§ 5.3 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.4 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; for damages caused by fire or other causes of loss to the extent those losses are covered

by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.5 Owner's Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.6. **Builder's Risk Insurance**
Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter Owner shall: (1) continue the insurance policy required under this Section or (2) replace, if necessary, the insurance policy required under this Section with property insurance written for the total value of the Project that shall remain in effect until expiration of all applicable warranty periods. If the insurance required by this Section is subject to deductibles or self-insured retentions, Owner shall be responsible for all loss not covered because of such deductibles or retentions. If the Work involves remodeling an existing structure or constructing an addition to an existing structure, Owner shall purchase and maintain, until the expiration of all applicable warranty periods, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work, and Owner shall be responsible for all co-insurance penalties. Prior to commencement of the Work, Owner shall provide evidence of the coverage required under this Section and, upon Contractor's request, provide a complete copy of the property insurance policy or policies required by this Section. Within three (3) business days of the date Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section, Owner shall provide notice to Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of Contractor: (1) Contractor, upon receipt of notice from Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either Owner or Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) Owner waives all rights against Contractor and its subcontractors/suppliers of any tier to the extent any loss to Owner would have been covered by the insurance had it not expired or been cancelled.

§ 5.7 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Type	Penal Sum (%)
Payment Bond	100%
Performance Bond	100%
Defects Bond	100%

ARTICLE 6 GENERAL PROVISIONS
§ 6.1 The Contract
The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work
The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations. Contractor's scope of work under this Agreement is stated under Article 1.

§ 6.3 Intent
The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Electronic Notice
Written notice under this Agreement may be given by one party to the other by email delivery to that other party's representative.

§ 6.5 The Owner's Representative:

Justin Milner, Associate Superintendent and COO
Operational Services,
Norman Public Schools
131 South Flood Avenue,
Norman, OK 73069
P: (405) 364-366-5874

Mark Kasulis, AIA, NCARB
Project Architect / Associate
MA+ ARCHITECTURE
P: (405) 525-8806

§ 6.7 The Contractor's Representative for Project Management and Change Orders under $50,000:

Designated Project Manager
Hellas Construction, Inc.
12000 West Parmer Lane
Austin, TX 78613

§ 6.7 The Contractor's Representative for Change Orders Over $50,000, Claims and Disputes:

Frank Petrini, Chief Operating Officer
Hellas Construction, Inc.
12000 West Parmer Lane
Austin, TX 78613
Phone: (512) 250-2910
Fax: (512) 250-1960
E-mail: fpetrini@hellasconstruction.com

With copy to:

Hellas Construction, Inc.
Attn: Hellas In-House Counsel
12000 West Parmer Lane
Austin, TX 78613
E-mail: legal@hellasconstruction.com

ARTICLE 7 OWNER
§ 7.1 Information and Services Required of the Owner
§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work
If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts
§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR
§ 8.1 Review of Contract Documents and Field Conditions by Contractor
§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.2 Contractor's Construction Schedule
The Contractor, upon request by the Owner, shall prepare and submit a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures
§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.4 Labor and Materials
§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor may make substitutions with the written consent of the Owner through a Change Order.

§ 8.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Price Escalation – Materials and Supplies
In entering into this contract, the Owner and the Contractor acknowledge that supply and material prices are subject to escalation at any time after the execution of this Contract due to, without limitation, natural disasters, war, terrorism, domestic (both regional and national) and international market supply, demand or pressure, or other causes beyond the control of contractor. The parties to this Contract anticipate such escalations due to recent events affecting materials markets and anticipate that future events may cause further escalation; however, neither party can anticipate the magnitude of such escalation or the materials that may be affected. The Contractor agrees to use reasonable efforts to obtain materials at the most competitive available prices and in such time so as to avoid delay to the Work. The parties have further agreed that the Contractor shall be responsible for all the costs resulting from the escalation. Should any

material or supply become commercially unavailable, the Contractor shall be entitled to an adjustment to the construction schedule through an extension of the Contract Time for the delay caused directly or indirectly by such commercial unavailability, unless the Owner and the Architect or Engineer promptly direct the use of an alternate material that is commercially available. The Contract Price shall be either increased or decreased by Change Order for the difference in price between the commercially unavailable material and the alternate material directed by the Owner and the Architect or Engineer if there is one.

§ 8.6 Warranty
Contractor warrants that the Work shall be executed in a good and workmanlike manner and in accordance with the Contract Documents. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Contractor is not responsible for any damage to finished components, systems, or other project elements caused by external forces beyond Contractor control or beyond design parameters not prepared by Contractor. If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents, Owner shall promptly notify Contractor in writing. Unless Owner provides written acceptance of the condition, Contractor shall promptly correct the issue at its own cost and time and bear the expense of additional services required for such correction, provided that such work is covered by Contractor's warranty. Owner waives all claims and rights of recovery under Contractor's warranties, which are Owner's exclusive remedies, if Owner fails to furnish written notice to Contractor within the warranty period. ALL OTHER WARRANTIES ARE DISCLAIMED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR OTHERWISE. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.4.2.

§ 8.7 Taxes
The contract sum is exclusive of any taxes including but not limited to sales, consumer, use, and similar taxes assessed by any governmental entity arising as a result of the performance of the work under this agreement. Any such taxes required shall be paid to Contractor by the Owner in addition to the contract sum herein.

§ 8.8 Prevailing Wages
Contractor is required by law to pay prevailing wages unless the project is not subject to prevailing wages as confirmed by the Owner. If after execution of this Agreement, prevailing wages are found to be required and were not included in the contract sum per Owner's instructions, these shall be paid to Contractor by the Owner in addition to the contract sum herein, as well as any fees and/or penalties assessed by the State for non-compliance of this requirement. The contract sum shall be adjusted by change order accordingly.

§ 8.9 Permits, Fees and Notices
§ 8.9.1 The Contractor shall obtain the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work at Owner's expense.

§ 8.10 Submittals
The Contractor shall promptly review, approve in writing, and submit to the Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.11 Use of Site
The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.12 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.13 Cleaning Up
The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.14 Indemnification
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's agents and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Contractor shall be entitled to reimbursement of any defense costs paid above Contractor's percentage of liability for the underlying claim to the extent provided below. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor from all claims for bodily injury and property damage, other than property insured under the Agreement, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of Work but only to the extent caused by the negligent acts or omissions of Owner or others retained by Owner. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided above.

§ 8.15 Limitation on Damages Owner and Contractor waive any right to recover consequential, special, indirect, incidental, or similar damages arising out of or relating to this Agreement or the Work, regardless of the legal theory under which such damages may be sought.

ARTICLE 9 ARCHITECT – NOT APPLICABLE

ARTICLE 10 CHANGES IN THE WORK
§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost, plus reasonable overhead and profit.

§ 10.2 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

§ 10.3 Change Orders
§ 10.3.1 A Change Order is a written instrument prepared by the Contractor and signed by the Owner, and the Contractor stating their agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

ARTICLE 11 TIME
§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes caused by acts or omissions of Owner or its architect, engineer, consultants, or contractors, changes in the Work or the sequencing of the Work ordered by Owner, decisions of Owner that impact the time of performance of the Work, or encountering hazardous materials, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, Contractor shall be entitled to an equitable adjustment in the Contract Time. Costs caused by such delays or by improperly timed activities shall be borne by the responsible party.

§ 11.3 Force Majeure
Neither Owner nor Contractor shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Agreement is caused by

events or conditions beyond the reasonable control of that party and are not due to the negligence or willful misconduct of such party. For purposes of this Agreement, such events and conditions shall include but are not limited to acts of God or public enemy, war, riot or civil commotion, strikes/labor disputes, epidemic, pandemic (excluding the novel virus otherwise known as coronavirus or "COVID-19", except for instances of impacts related to re-introduced governmental shutdowns following the execution of this Agreement), fire, adverse weather, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. The party impacted by such event or condition shall provide prompt written notice to the other party, including the date of inception of such event or condition and the extent to which it has or is reasonably expected to affect performance and shall undertake all reasonable efforts to mitigate the impact of such event or condition.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Progress Payments

§ 12.3.1 The Owner shall make payment in the manner provided in the Contract Documents. Should the Owner find reason to withhold payment or partial payment to the Contractor, Owner shall notify the Contractor within seven days of receipt of the Application for Payment. If notification is not made and Owner fails to submit payment as per the manner provided in the Contract Documents, Contractor may stop the Work until payment of the amount owing has been received. The Contract time and Contract Sum shall be equitably adjusted due to the delay.

§ 12.3.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.3.3 The Owner shall have no responsibility for payments to a subcontractor or supplier.

§ 12.3.4 If the Work is stopped under Section 12.3 for a period of (fourteen) calendar 14 days through no fault of the Contractor, the Contractor may, upon seven (7) additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed based upon the Schedule of Values, and costs incurred by reason of such termination.

§ 12.4 Substantial Completion

§ 12.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.4.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner who will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all **p**unch list items, if any, accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date

of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.5 Final Completion and Final Payment
§ 12.5.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the punch list items complete, if any, the Owner will issue a final payment within fifteen (15) calendar days.

§ 12.5.2 Final payment shall not become due until the Contractor submits to the Owner any releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract if requested in writing at or before the time of Substantial Completion, otherwise final payment shall be due within fifteen (15) calendar days of Owner's acceptance as per 12.5.1.

§ 12.5.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK
§ 14.1 The Contractor shall promptly correct deficient Work rejected by the Owner if the Work fails to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS
§ 15.1 Assignment of Contract
Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections
§ 15.2.1 At the appropriate times, the Contractor shall arrange, and shall bear cost of tests, inspections, or approvals required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests at the Owner's expense.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed.

§ 15.3 Governing Law
The Contract shall be governed and construed under the laws of the state in which the Project is located, without regard to conflict of laws provisions.

§ 15.4 Mediation
The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the terms of this Section. Request for mediation shall be initiated by giving the other party written notice. The parties agree to discuss in good faith with each other and with the mediator the exchange of relevant information prior to or during mediation if, in any party's view, such an exchange is necessary to engage in meaningful settlement discussions. Unless excused by the mediator,

representatives of each party who have authority to resolve the dispute shall attend the mediation sessions. The parties agree that it, in the mediator's judgment, the attendance of non-signatories to the Agreement is necessary to or desirable in resolving the dispute, the mediator has discretion to request the voluntary attendance of those persons. The parties further agree that they will use their best efforts to obtain the voluntary attendance at mediation of all such non-signatories with whom they have a relationship or over whom they have influence or control. The initial mediation session will occur at a time mutually agreed on by the parties in consultation with the mediator, though no later than thirty (30) calendar days from service of the initial notice, unless otherwise agreed by the parties and the mediator. If the parties are unable to settle through mediation the matters to be mediated pursuant to this agreement, and the matter proceeds to arbitration, the parties may by mutual agreement engage in further attempts to settle the dispute by mediation or other non-binding dispute resolution methods. It is the parties' intention that further mediation efforts be by mutual agreement only, and not by court order. The mediation mandated in this clause shall satisfy the requirements, if any, of court-annexed alternative dispute resolution programs.

The mediation will be deemed to continue, and thus not to have concluded, until: (a) a written settlement agreement is executed by all parties; or (b) the mediator gives written notice of conclusion of the mediation to the parties; or (c) a party gives written notice of withdrawal. No party may withdraw from the mediation until three (3) business days following the initial mediation session. Thereafter, if the matter has not been resolved, either party may by written notice withdraw from the mediation. Except as otherwise provided in this agreement, no party may initiate arbitration prior to the conclusion of mediation as defined by this paragraph.

The mediator will be chosen by mutual agreement of the parties. If the parties cannot reach agreement on selection of a mediator within five (5) business days after service of the notice initiating mediation, then either party may initiate arbitration in accordance with the terms of this Contract which shall be subject to abatement until such time as the tribunal appoints a mediator of the tribunal’s choosing and the authorized mediation process is concluded.

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

§ 15.5 Binding Dispute Resolution

§ 15.5.1 For any Claim subject to, but not resolved by, mediation pursuant to Section 15.4 the method of binding dispute resolution shall be arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.5.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.5.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.5.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.6 Attorneys’ Fees

If one party to this Agreement institutes arbitration with the other party arising out of this Agreement, or performance under or any alleged breach of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable and necessary attorneys’ fees and expenses. The prevailing party is that

party which, in light of the claims, counterclaims and defenses asserted, is afforded greater relief by arbitration award or court judgment.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Owner for Cause

§ 16.1.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors unless breached by subcontractors;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. otherwise materially breaches a provision of the Contract Documents.

§ 16.1.2 When any of the above reasons exist, the Owner may, after giving the Contractor and the Contractor's surety, if any, seven (7) calendar days' written notice, terminate employment of the Contractor and may

1. take possession of the site and of all materials thereon owned by the Contractor, and
2. finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.1.3 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. This obligation for payment shall survive termination of the Contract.

§ 16.2 Termination by the Contractor

§ 16.2.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. Because the Owner has not made a payment and has not notified the Contractor of the reason for withholding payment within the time stated in the Contract Documents; or

§ 16.2.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner, Owner's representatives or other contractors hired by Owner constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 16.2.3 If one of the reasons described in Section 16.2.1 or 16.2.2 exists, the Contractor may, upon seven (7) calendar days' notice to the Owner and/or Architect, terminate the Contract and recover from the Owner payment for Work executed, reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination to cover such costs including but not limited to demobilization of Contractor's equipment, material and employees and preparation and hand-over of any required documentation required or requested by the Owner.

§ 16.2.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional calendar days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 16.2.3.

ARTICLE 17 OTHER TERMS AND CONDITIONS

§ 17.1 Joint Drafting

This Agreement was jointly drafted, and Owner and Contractor had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of Owner or Contractor Party, but rather shall be construed in a neutral manner.

§ 17.2 No Waiver
Unless otherwise provided in the Agreement, the failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

§ 17.3 No Third Party Beneficiaries.
This Agreement is solely for the benefit of the signatories hereto.

§ 17.4 Entire Agreement
The terms and conditions set forth herein constitute and represent the entire and integrated Agreement between the parties hereto and supersedes all prior contemporaneous negotiations, representations, understandings or agreements, either written or oral. This Agreement shall not be modified except by a written instrument signed by the authorized representatives of parties.

§ 17.5 Severability
Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If any provision of this Agreement, or portion thereof, is found invalid, only such provision or portion thereof shall be ineffective and no other terms in the remaining provisions of this Agreement or valid portions of such provision shall be affected.

§ 17.6 Amendment
The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by both Owner and Contractor ("Modification"). No person is authorized on behalf of Owner or Contractor to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the parties' duties or obligations under or arising out of the Contract Documents. No "constructive" changes shall be allowed.

§ 17.7 CONSENT TO CONTRACTING BY ELECTRONIC MEANS. By entering into and executing this Agreement using electronic signatures, Owner and Contractor consent and intend to, but shall not be required to: (i) conduct this transaction by electronic means and (ii) use electronic signatures and records in connection with this Agreement, other documents issued under this Agreement, and any amendments thereto. Owner and Contractor agree and intend for their respective electronic signatures hereto to be given full legal effect and enforceability for the purposes of any applicable law. The Agreement also may be executed in two or more counterparts, all of which taken together shall constitute one document.

SIGNATURES

This Agreement is entered into as of the date first written above. Photocopy, scanned and/or electronic signatures are legally binding and intended to be given full force and effect in execution of this Agreement.

OWNER:	CONTRACTOR:
INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA, A/K/A NORMAN PUBLIC SCHOOLS	**HELLAS CONSTRUCTION, INC.**
_____	Tyler J Pufahl
	Tyler Pufahl, Chief Estimator
_____	
DATE	

EXHIBIT "A"

April 15, 2024

Justin Milner, Associate Superintendent and COO
Operational Services, Norman Public Schools
405.366.5874 | 131 South Flood |

RE: Norman North High School – Norman, OK
Synthetic Track and Turf Field Proposal – Rev 4

Hellas is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled 230202 Synthetic or Natural Sport Fields, Courts or Tracks**.** Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions
Hellas will:
1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, construction drawings for new track only (sealed non-permit).
5. Provide, prior to construction, all required submittals.
6. Provide, prior to construction, track lane and event marking drawings.
7. Provide, prior to construction, synthetic turf shop drawings.
8. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL 1 - FOOTBALL FIELD
Sitework
Hellas scope of work:
1. Hellas will receive the site after others have completed all demolition.
2. Excavation and grading only on new areas around the field (14,243 SF). No subgrade stabilization is included.

Concrete Curb
Hellas scope of work:
1. Hellas will construct approximately 1,276 linear feet of a 12" x 12" concrete curb around the new field area.

Synthetic Turf Field
Hellas scope of work:
1. Remove and dispose of the existing synthetic turf.

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2. Regrade stone drainage material after all turf is removed **(the only stone to be purchased will be for the new areas around the field as shown on renderings - 14,243 SF).** ***Hellas assumed the existing drainage system was working properly and would not need any modification***. ***Hellas will install all drainage systems for the newly added area.***
3. *Nailer* – Provide and install new ±1,276 lineal feet of plastic 2" x 4" **EcoNailer™**. If the existing nailer needs to be replaced, please refer to alternate pricing.
4. *Shock Pad* – Provide and install ±100,140 square feet of **The Wave™** shock pad.
5. *Synthetic Turf* - Provide and install ±100,140 square feet of **matrix helix® 42 oz.** 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
   - Football and Soccer (no sidelines) lines and markings per attached rendering.
   - End Zone colors and letters per attached rendering.
   - One (1) center logo per attached rendering.
   - **Elia™** infill.
   - Provide 8-year manufacturer warranty.

   After synthetic turf installation, Hellas will provide an operation and maintenance orientation for the care of the turf field and all supplied equipment quoted above.

Athletic Equipment

Hellas scope of work:

1. Provide and install the following athletic equipment:
   A. 1 – Pair 8' offset, 30' upright goalposts
   B. 1 – Pair goal post pads

BASE PROPOSAL 2 - NEW RUNNING TRACK AND EVENTS

Sitework

Hellas scope of work:

1. Receive site within ± 0.10' of design subgrade elevations. All areas inside of the field after the demolitions, cut/fill and subgrade stabilization are completed.

Concrete

Hellas scope of work:

1. *Concrete Curb* - Construct ±2,909 lineal feet of concrete curb (12" x 12") reinforced with two (2) #4 rebar continuous inside and outside of the track.

Concrete at Events

Hellas scope of work:

1. *Long Jump/Triple Jump Landing Pits* – Construct two (2) landing pits with 12" x 15" concrete curb, reinforced with two (2) #4 rebar. Provide and install specified 30 mil liner, 3/8" pea gravel, 4" perforated pipe and pit sand.
2. *Pole Vault*– Construct two (2) pole vault standard pads with one (1) shared concrete runway.
3. *High Jump Pad* – Construct one (1) high jump reinforced standard pad. (3,600 SF)

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4. *Discus Pad* – Construct one (1) discus pad (1,430 SF). ***Similar to Norman High School.***
5. *Shot Put Pad and Landing area* – Construct one (1) shot put pad (350 SF) with one (1) landing pit with (3,358 SF) 12" x 15" concrete curb, reinforced with two (2) #4 rebar. Provide and install specified 30 mil liner and 3/8" pea gravel. ***Similar to Norman North High School.***

Concrete Miscellaneous

Hellas scope of work:

1. *Track Radius Monuments* – Construct 2 track radius monuments in concrete.

Track Asphalt & Base

Hellas scope of work:

1. *Flex Base* – Provide and place 6" of aggregate base material at running track only. Grade and compact to proper planarity and density.
2. *Asphaltic Concrete Pavement* – Provide and place 2" of HMAC at running track only ~4,778 square yards.

Athletic Equipment

Hellas scope of work:

1. Provide and install the following athletic equipment:
   A. 2 – Pole vault box and lid.
   B. 1 – Shot put ring and toe board.
   C. 1 – Discus ring.
   D. 1 – Discus cage.
   E. 2 – Takeoff boards.

Synthetic Running Track Surface

Hellas scope of work:

1. Provide and install 5,304 SY of ***epiQ*** Tracks® **V300** (Red) 13mm impermeable paved mat and structural spray polyurethane surfacing system on the track oval, and events.
2. Stripe per local requirements (***Similar to Norman High School***). *No lettering, logos, or special distance tick marks are included in the proposal amount.*

PROPOSAL PRICES

1.	Football Field	$ 970,777.00
2.	Running Track	$ 833,100.00

BASE BID TOTAL **$1,803,877.00**

Pricing valid for 30 days from the date of this proposal.

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PROPOSAL ALTERNATES

1. Add alternate to supply one (1) tow-behind ground-driven sweeper/groomer. Add to base proposal.
   Add Alternate 1 Amount $10,950.00

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any demolition, cut and fill.
3. Any form of subgrade stabilization.
4. Existing aggregate base repairs.
5. Existing drainage system repairs.
6. Poor subgrade soils – Hellas will proof roll subgrade to check for subgrade soil stability. Any failing subgrade remediation will be negotiated between owner and contractor.
7. Geotechnical Investigation.
8. Rock excavation or haul-off.
9. Any embankment or processing of imported soils.
10. SWPPP/Erosion control.
11. Any concrete work outside of this proposal's scope.
12. Any asphalt paving outside of the scope of this proposal.
13. Any electrical work.
14. Any fence work.
15. Engineering.
16. Construction materials inspection and testing.
17. Supply or installation of perimeter safety or construction fencing.
18. Site security.
19. Any Allowances or Contingencies.
20. Taxes.
21. Prevailing or union wages.
22. Any permits or fees, including any utility impact fees generated by construction improvements.
23. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
24. General Contractor to supply secure laydown area for Hellas materials.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas looks forward to the award of this project and is eager to work with you.

Carlos Silva, Estimator, Hellas, csilva@hellasconstruction.com

Cost Estimate Report

Norman Public Schools
Norman, OK, 73069
1809 Stubbeman Ave

Date: 04/15/2024

Norman North High School
Year 2024
Unit Detail Report

Prepared By: Carlos Silva Hellas Construction

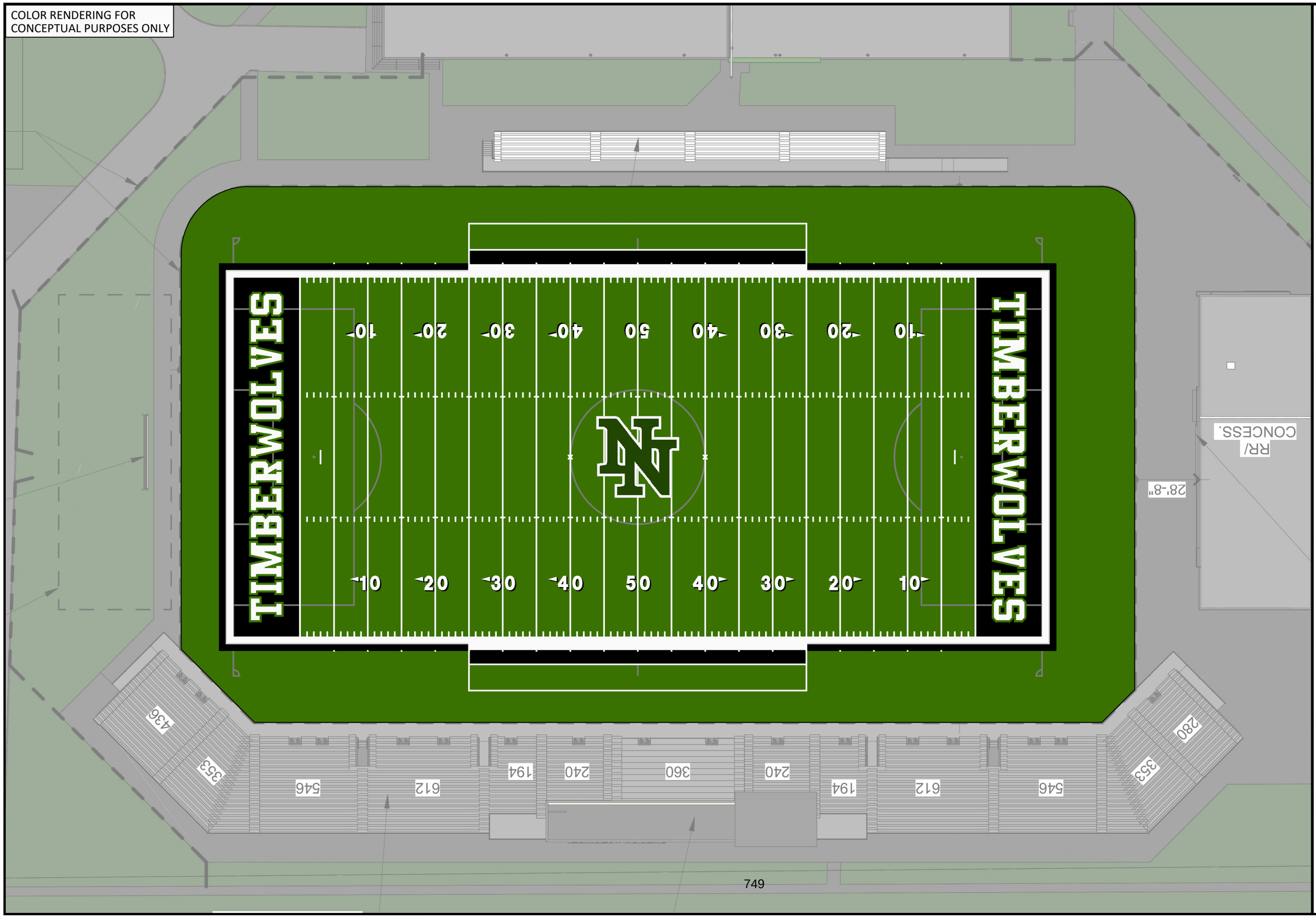
LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**					
013113200160		Field personnel, general purpose laborer, average	4.00	Month	$1,540.00	$6,160.00
013113200220		Field personnel, project manager, maximum	4.00	Month	$4,274.00	$17,096.00
013113200280		Field personnel, superintendent, maximum	4.00	Month	$3,250.00	$13,000.00
015433200400		Rent backhoe-loader 40 to 45 HP 5/8 CY capacity, Incl. Hourly Oper. Cost.	3.00	Month	$4,554.15	$13,662.46
015433201200		Rent compactor, manually guided 2-drum vibratory smooth roller, 7.5 H.P., Incl. Hourly Oper. Cost.	3.00	Month	$3,396.20	$10,188.59
015433201910		Rent grader, self-propelled, 30,000 lb, Incl. Hourly Oper. Cost.	3.00	Month	$22,510.63	$67,531.89
015433406950		Rent water truck, off highway, 6000 gallon capacity, Incl. Hourly Oper. Cost.	4.00	Month	$28,189.04	$112,756.16
015436501400		Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	4.00	Ea.	$687.32	$2,749.28
017123131400		Boundary & survey markers, crew for roadway layout, 4 person	15.00	Day	$1,688.72	$25,330.80
Division 01	**General Requirements Subtotal**					**$268,475.18**
Division 02	**Existing Conditions**					
022113130300		Boundary & survey markers, lot location and lines, for large quantities, minimum	2.00	Acre	$688.00	$1,376.00
024113860100		Selective demolition, athletic surfaces, synthetic grass	87,800.00	S.F.	$0.47	$41,266.00
Division 02	**Existing Conditions Subtotal**					**$42,642.00**
Division 03	**Concrete**					
033053404820		Structural concrete, in place, slab on grade (3500 psi), over 10000 S.F., 5" thick, includes concrete (Portland cement Type I), placing and finishing, excludes forms and reinforcing	7,700.00	S.F.	$4.41	$33,957.00
Division 03	**Concrete Subtotal**					**$33,957.00**
Division 11	**Equipment**					
116833130020		Goal posts, football, steel, deluxe, double post	1.00	Pair	$7,027.64	$7,027.64
Division 11	**Equipment Subtotal**					**$7,027.64**
Division 31	**Earthwork**					
312216100200		Fine grading, grade subgrade for base course, roadways	21,209.00	S.Y.	$0.69	$14,634.21
312514161000		Synthetic erosion control, silt fence, install and remove, 3' high	1,600.00	L.F.	$3.28	$5,248.00
Division 31	**Earthwork Subtotal**					**$19,882.21**
Division 32	**Exterior Improvements**					

321123230301	Base course drainage layers, aggregate base course for roadways and large paved areas, crushed stone base, compacted, crushed 1-1/2" stone base, to 4" deep	860.00	S.Y.	$6.58	$5,658.80
321123230302	Base course drainage layers, aggregate base course for roadways and large paved areas, crushed stone base, compacted, crushed 1-1/2" stone base, to 6" deep	1,600.00	S.Y.	$9.16	$14,656.00
321123230302	Base course drainage layers, aggregate base course for roadways and large paved areas, crushed stone base, compacted, crushed 1-1/2" stone base, to 6" deep	4,778.00	S.Y.	$9.16	$43,766.48
321216131160	Plant-mix asphalt paving, for turnouts and driveway entrances, binder course, 2" thick, no hauling included	4,778.00	S.Y.	$10.73	$51,267.94
321613130406	Cast-in place concrete curbs & gutters, concrete, wood forms, radius, 6" x 18", includes concrete	4,186.00	L.F.	$25.37	$106,198.82
321813100600	Synthetic grass surfacing, deluxe, 1/2" pile and 5/8" cushion pad, includes cushion pad, excludes asphalt base or drainage	100,140.00	S.F.	$9.40	$941,316.00
321823330402	Running track surfacing, color coating, surface, asphalt, surface, urethane rubber system, 1/2" thick	5,304.00	S.Y.	$72.38	$383,903.52
Division 32 Exterior Improvements Subtotal					**$1,546,767.56**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					**$1,918,751.59**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$1,918,751.59**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$1,918,751.59**
JOC Coefficient (0.95)					**$95,937.58**
Grand Total					**$1,822,814.01**

Hellas proposal of April 15, 2023	**$**	**1,803,877.00**
Discount off RS Means	**$**	**18,937.01**

COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY



Hellas Construction, Inc.
12000 West Parmer Lane
Austin, TX 78613
(P) (512) 250-2910
(F) (512) 250-1960
hellasconstruction.com

OWNER:
Norman Public Schools
Norman North High School
1809 Stubbeman Ave, Norman, OK 73069
(405) 366-5954

PROJECT:
SYNTHETIC TURF FOOTBALL FIELD

PROJECT LOCATION:
NORMAN, OKLAHOMA

matrix.TURF

COMMENTS:
Drawing scale accurate ONLY when printed on 11x17 paper. For visual purposes only, actual color may vary.

CREATED BY: SDL

All drawings and written material appearing herein constitute original unpublished work, and may not be duplicated, used or disclosed without the written consent of Hellas Construction, Inc.

DATE:
APRIL 12 2024

REVISION:
REV 3

SHEET TITLE:
COLOR RENDERING

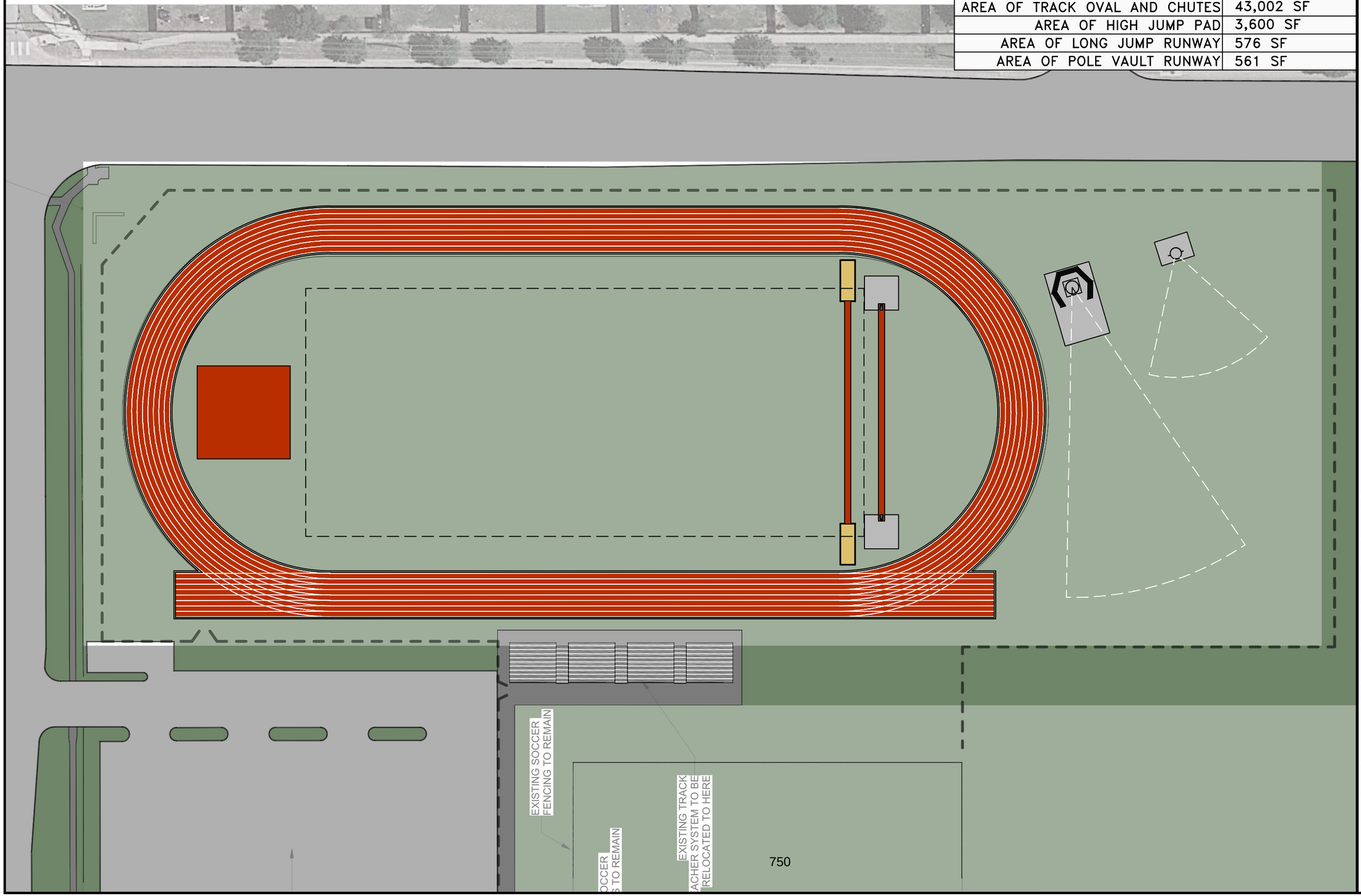
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1

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COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY

MEASUREMENTS & QUANTITIES	
FEATURES/MATERIALS	DETAILS
AREA OF TRACK OVAL AND CHUTES	43,002 SF
AREA OF HIGH JUMP PAD	3,600 SF
AREA OF LONG JUMP RUNWAY	576 SF
AREA OF POLE VAULT RUNWAY	561 SF



Hellas Construction, Inc.
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Austin, TX 78613
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hellasconstruction.com

OWNER:
Norman Public Schools
Norman North High School
1809 Stubbeman Ave, Norman, OK 73069
(405) 366-5954

PROJECT:
8-LANE RUNNING TRACK & FIELD EVENTS CONSTRUCTION

PROJECT LOCATION:
NORMAN, OKLAHOMA

COMMENTS:
Drawing scale accurate ONLY when printed on 11x17 paper. For visual purposes only, actual color may vary.

CREATED BY: SDL

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DATE:
APRIL 12, 2024

REVISION:
REV 2

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
1

SCALE: 1:60

0 30 60 90

NORMAN PUBLIC SCHOOLS

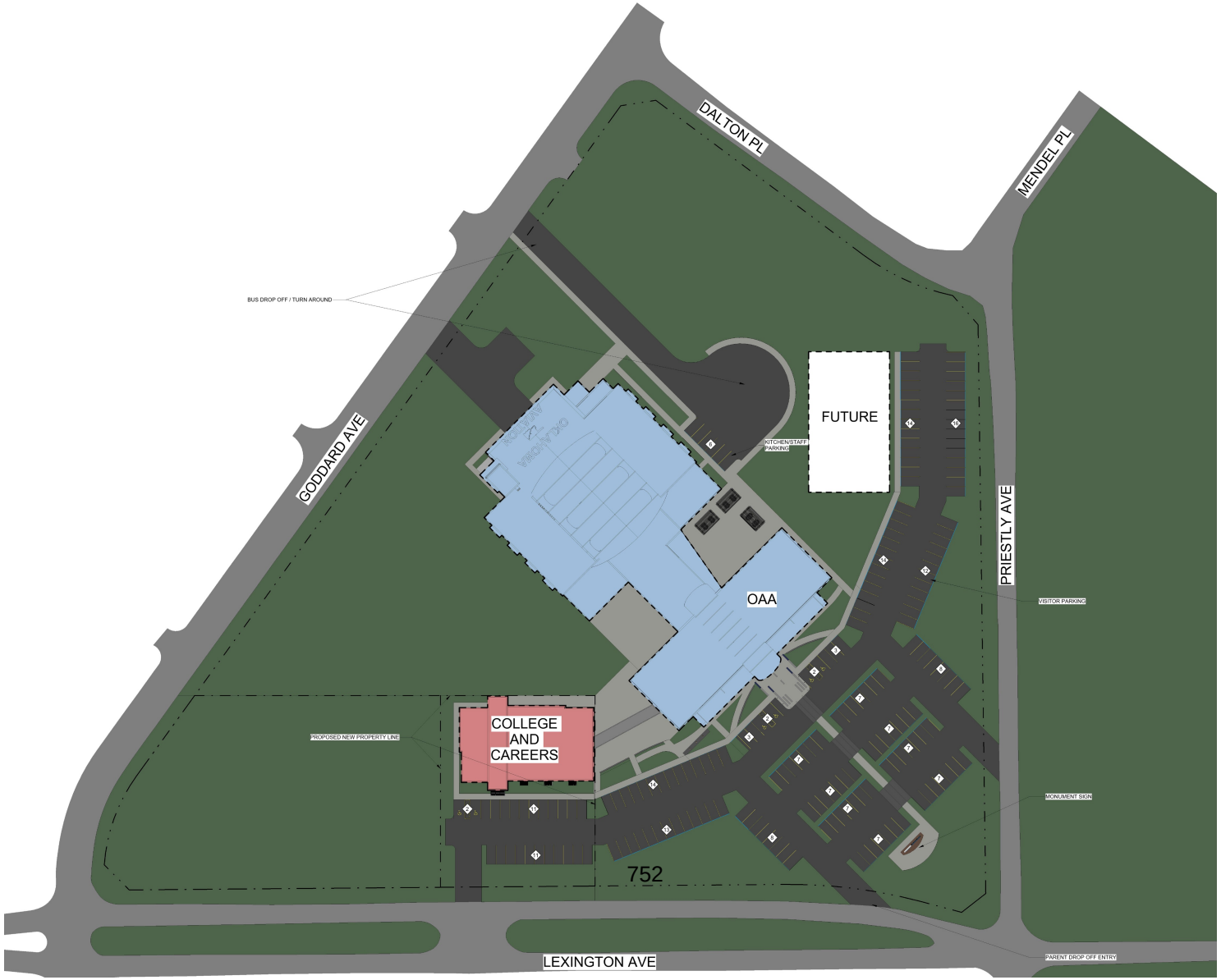
OKLAHOMA AVIATION ACADEMY at Norman Public Schools

2023 BOND UPDATE
OKLAHOMA AVIATION ACADEMY

Justin Milner, Associate Superintendent and COO
Gary Armbruster, AIA, MA+ Architecture
Board of Education Meeting
April 22, 2024

MA+ ARCHITECTURE

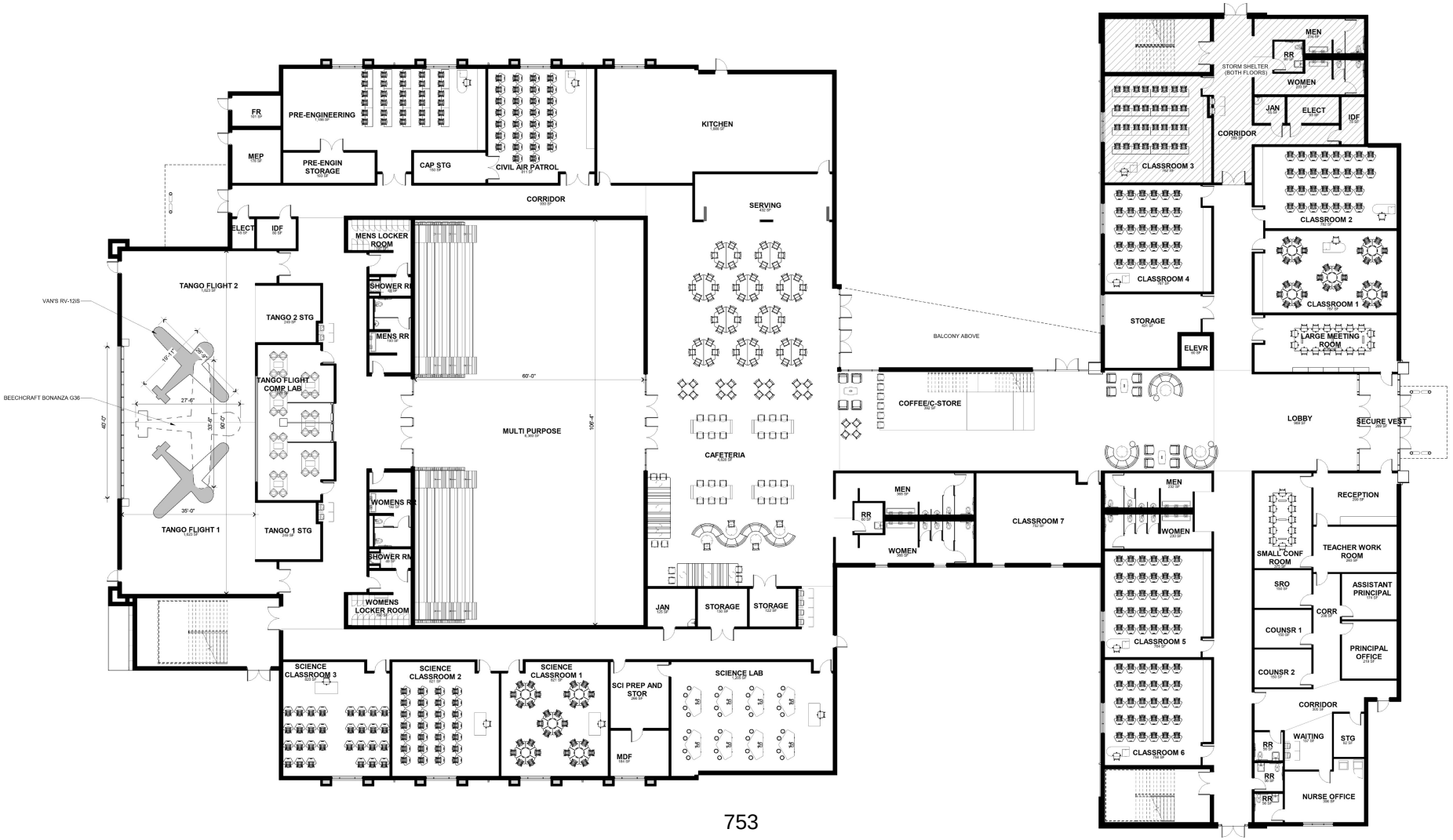
SITE PLAN



MA+ ARCHITECTURE

TRUE NORTH

FIRST FLOOR PLAN

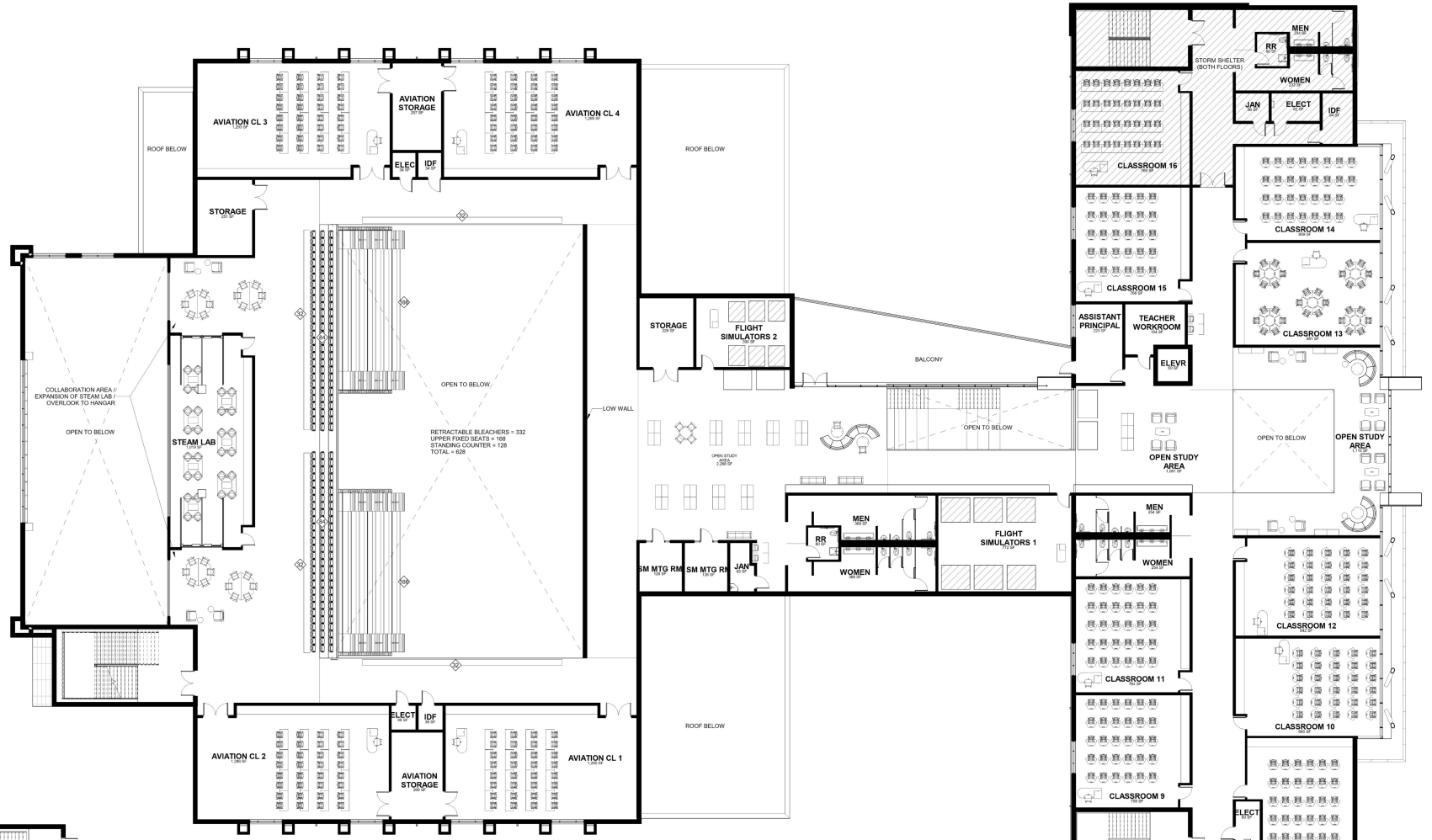


FIRST FLOOR PLAN
SCALE: 3/32" = 1'-0"

MA+ ARCHITECTURE

TRUE NORTH

SECOND FLOOR PLANS



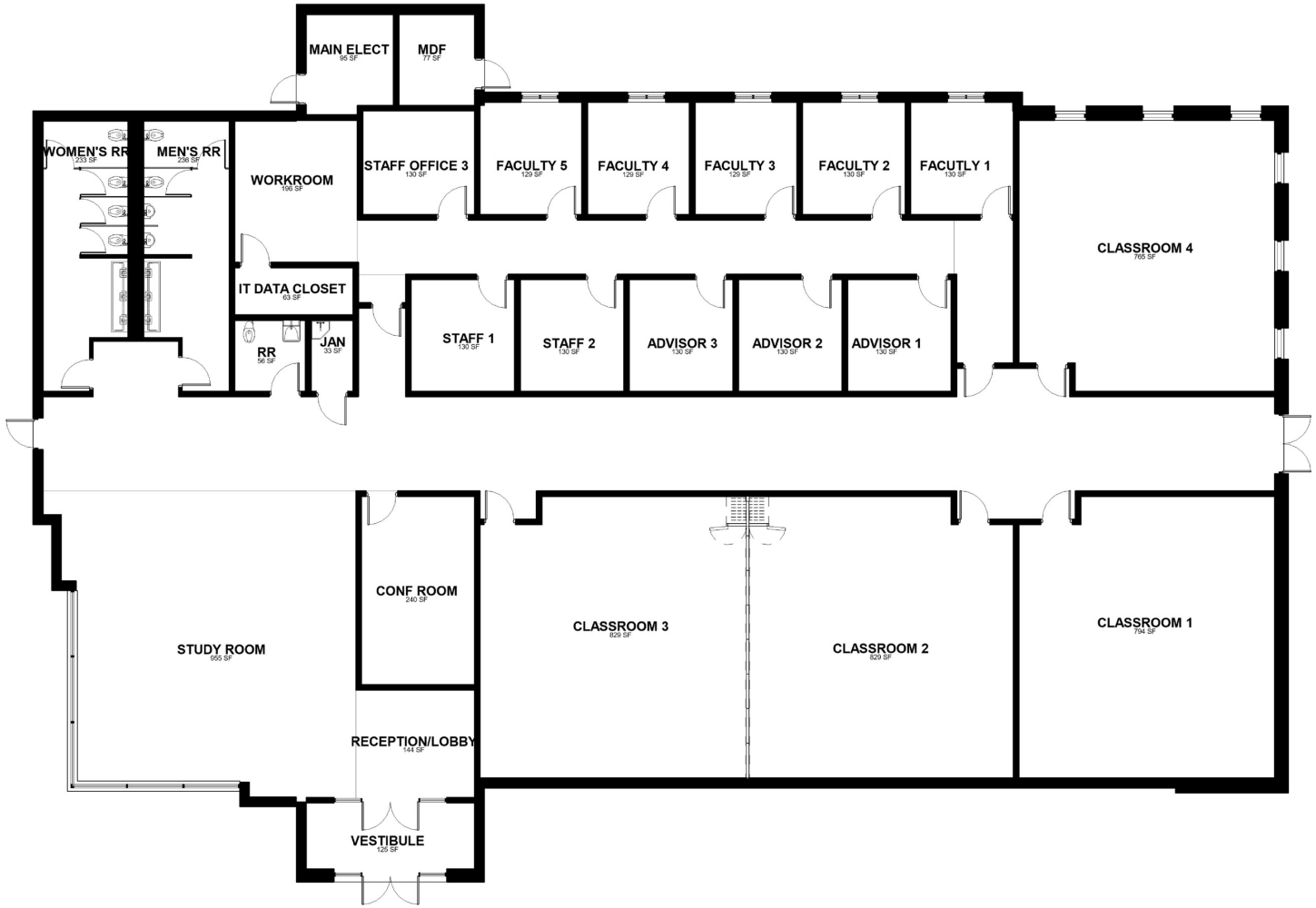
OBSERVATION LEVEL
SCALE: 3/32" = 1'-0"

2ND FLOOR PLAN
SCALE: 3/32" = 1'-0"

MA+ ARCHITECTURE

TRUE NORTH

COLLEGE AND CAREER FLOOR PLAN



755

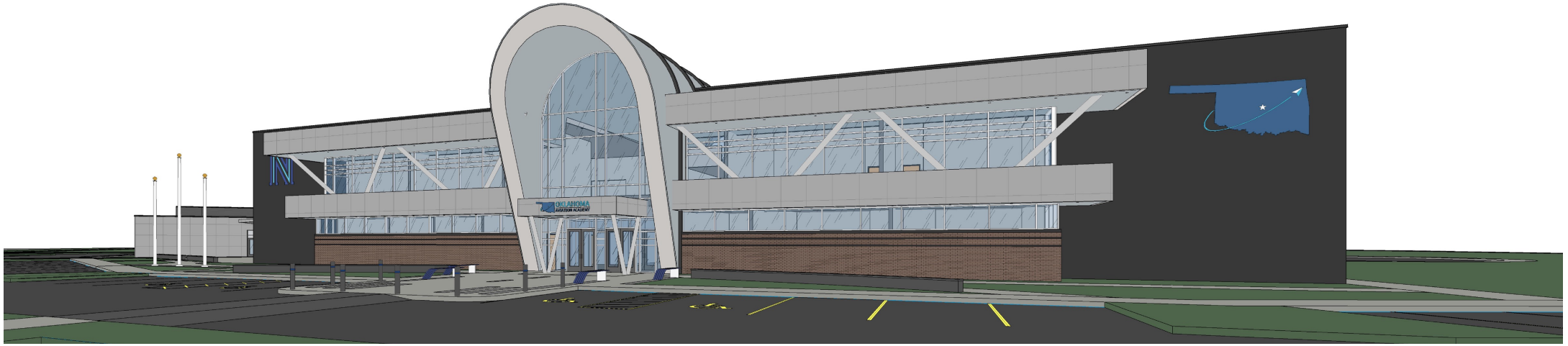
1ST FLOOR PLAN

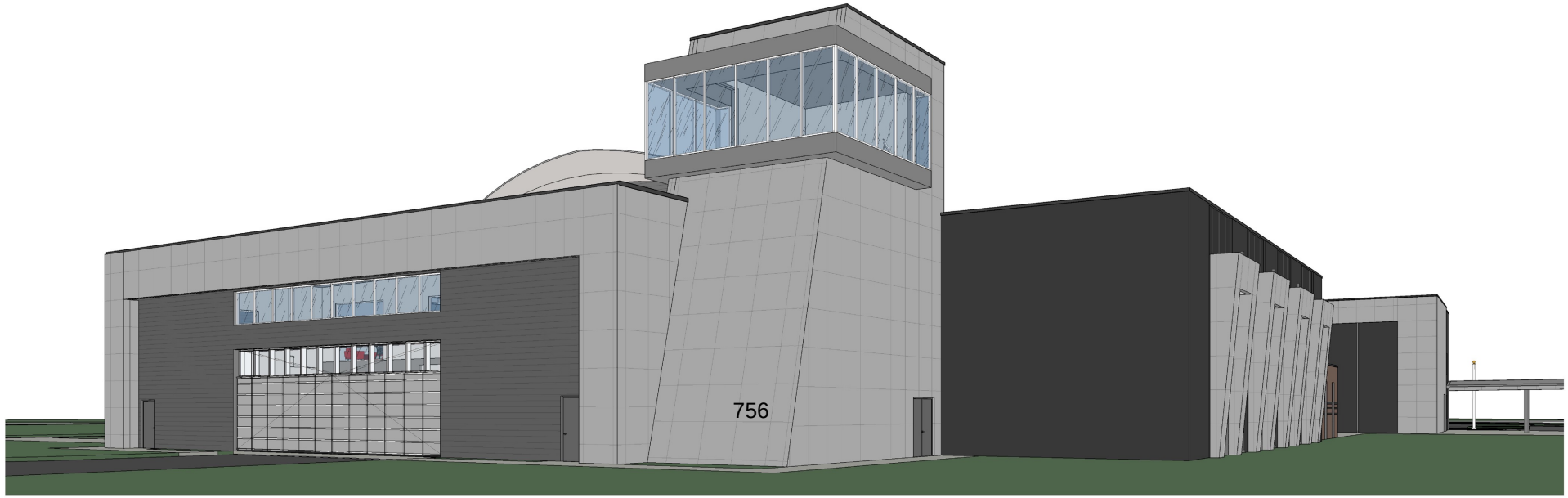
SCALE : 1/8" = 1'-0"

MA+ ARCHITECTURE

TRUE NORTH

3D VIEWS





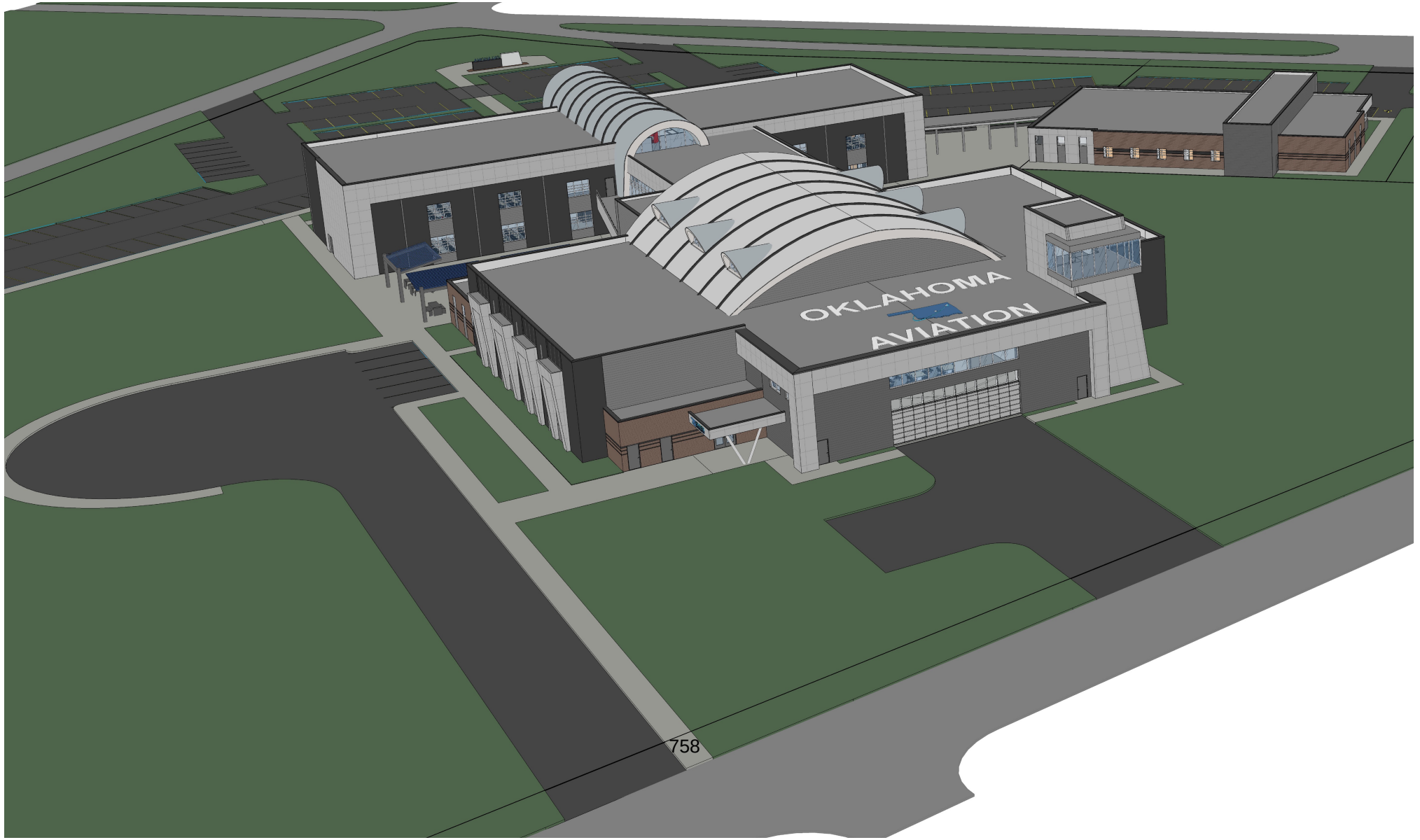
MA+ ARCHITECTURE

3D VIEWS



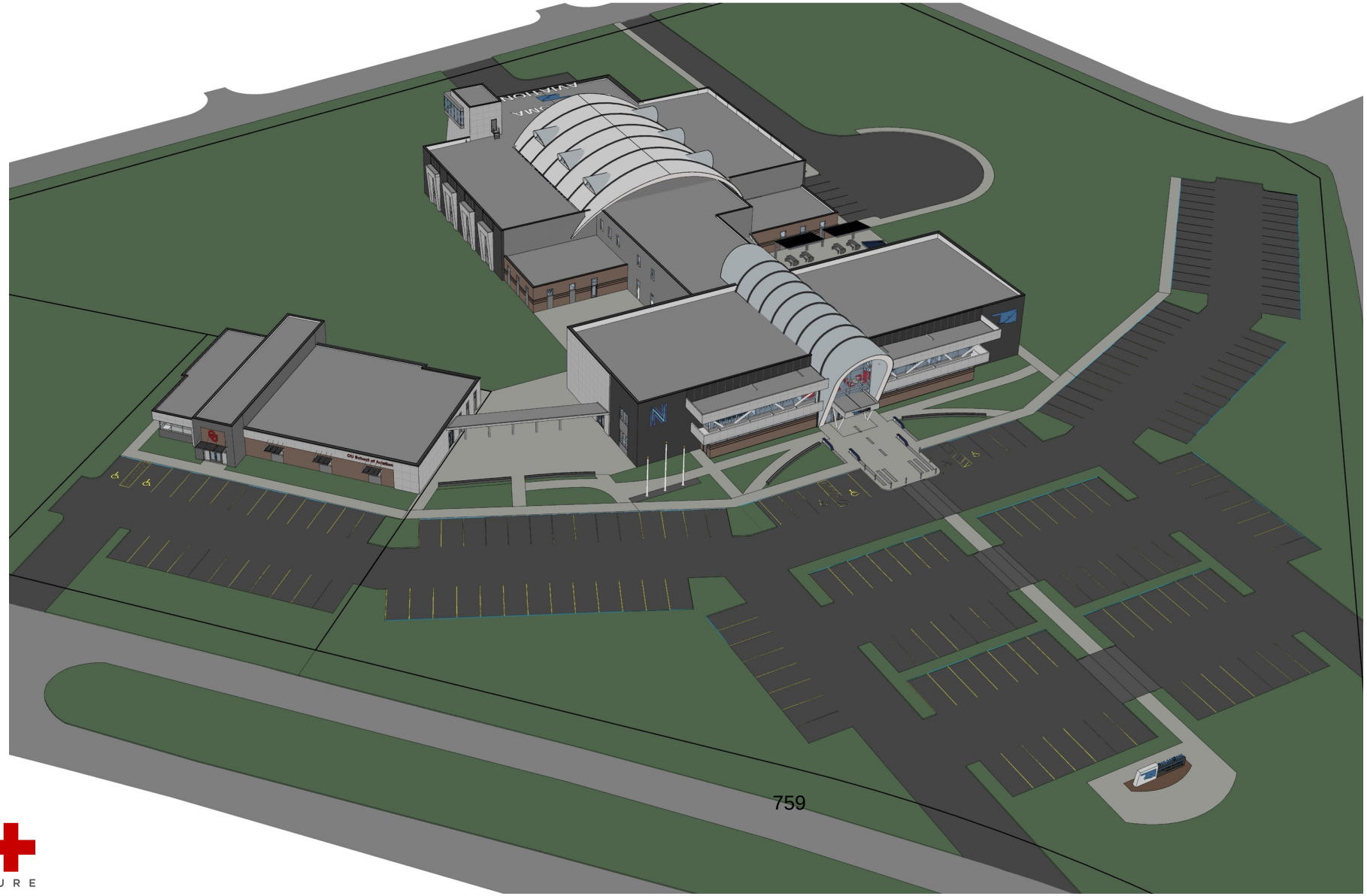


3D VIEWS



MA+ ARCHITECTURE

3D VIEWS



NORMAN PUBLIC SCHOOLS

THANK YOU

MA+ ARCHITECTURE

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AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 22nd day of April in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 22nw day of April in the year 2024 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Norman Public Schools:
Monroe Elementary
McKinley Elementary
Cleveland Elementary

THE OWNER:
(Name, legal status, and address)

Norman Public Schools
131 South Flood
Norman, OK 73069

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Manhattan Construction Company
410 N. Walnut Avenue, Suite 105
Oklahoma City, OK 73104

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ten Million Three Hundred Forty-Three Thousand Five Hundred Seventy-Eight ($

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10,343,578), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See attached Exhibit A – Guaranteed Maximum Price Amendments per Project

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

See attached Exhibit A – GMP Amendments per Project Schedules

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

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User Notes: (1999319861)

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Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

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

DocuSigned by:
Craig Abbott
07B4EF7B8579465...

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Dirk O'Hara President	Craig Abbott Vice President
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:40:20 ET on 04/17/2024.

PAGE 1

This Amendment dated the 22nd day of April in the year ~~,~~ 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 22nw day of April in the year 2024 (the "Agreement")

...

Norman Public Schools:
Monroe Elementary
McKinley Elementary
Cleveland Elementary

...

Norman Public Schools
131 South Flood
Norman, OK 73069

...

Manhattan Construction Company
410 N. Walnut Avenue, Suite 105
Oklahoma City, OK 73104

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~($),~~ Ten Million Three Hundred Forty-Three Thousand Five Hundred Seventy-Eight ($ 10,343,578), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

See attached Exhibit A – Guaranteed Maximum Price Amendments per Project

...

N/A

...

N/A

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...

N/A

...

[X] Established as follows:

...

See attached Exhibit A – GMP Amendments per Project Schedules

PAGE 4

Dirk O'Hara President

Craig Abbott Vice President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Paula Hackworth, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:40:20 ET on 04/17/2024 under Order No. 3104239501 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:
Paula Hackworth
1BD0CE0D1105492...

(Signed)

Contract Administrator

(Title)

4/17/2024 | 5:43 PM CDT

(Dated)

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User Notes: (1999319861)

NORMAN
PUBLIC SCHOOLS

2023 Bond Update: Cleveland Elementary School

Justin Milner, Associate Superintendent and COO
Jason White, Project Director, Manhattan Construction
April 22, 2024

Cleveland Elementary School

Base Bid Scope of Work

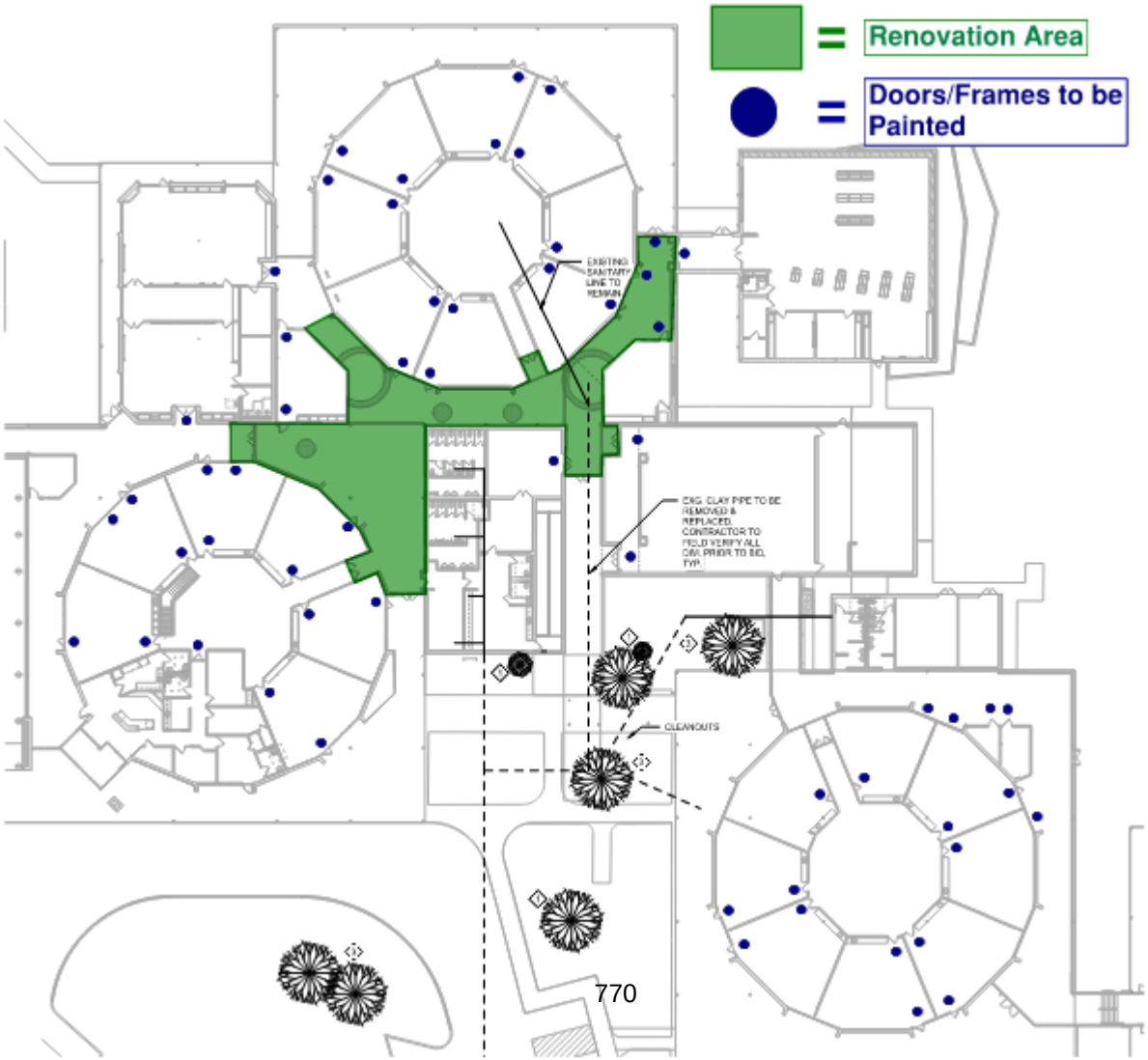
Interior renovation and site work to Cleveland Elementary School to take place during the summer of 2024. Renovations to take place in Commons Area E312 including slab replacement, flooring, painting door frames, and under-slab plumbing improvement.

Received 11 Sealed Bids

Bid Packages Include

- Selective Demolition
- Concrete
- Flooring
- Painting
- Plumbing
- Site Utilities

Cleveland Elementary School – Site Plan



Cleveland Elementary School Bids

1-02 Demolition			
Bidder's Name:	Native Wrecking	Total Demo	Midwest Wrecking
Base Bid:	16,994	22,350	37,910
Performance and Payment Bond	N/A	N/A	N/A
Bid Bond:	N/A	N/A	N/A
Bid Affidavit:	Yes	No	No
Addenda Acknowledged:	Yes	No	No
MCC Clarification	Yes	Yes	Yes
1-03 Concrete - Turn Key			
Bidder's Name:	Cantera Conc		
Base Bid:	42,940		
Performance and Payment Bond	N/A		
Bid Bond:	N/A		
Bid Affidavit:	Yes		
Addenda Acknowledged:	Yes		
MCC Clarification	Yes		
1-09.70 Flooring			
Bidder's Name:	Nexspaces	Bryans Flooring	Reece Flooring
Base Bid:	33,786	38,425	33,725
Performance and Payment Bond	N/A	N/A	N/A
Bid Bond:	N/A	N/A	N/A
Bid Affidavit:	Yes	Yes	Yes
Addenda Acknowledged:	Yes	Yes	Yes
MCC Clarification	Yes	771 Yes	Yes

Cleveland Elementary School Bids

1-09.90 Painting			
Bidder's Name:	Advanced Commerical	Cherokee Painting	
Base Bid:	20,800	18595	
Performance and Payment Bond	N/A	N/A	
Bid Bond:	N/A	N/A	
Bid Affidavit:	Yes	Yes	
Addenda Acknowledged:	Yes	Yes	
MCC Clarification	Yes	Yes	
1-23 Plumbing	Not Accepted. Carrying Budget Total.		
Bidder's Name:	Patriot		
Base Bid:	29,000		
Performance and Payment Bond	1,000		
Bid Bond:	N/A		
Bid Affidavit:	Yes		
Addenda Acknowledged:	Yes		
MCC Clarification	Yes		
1-33 Site Utilities Alt. 1			
Bidder's Name:	Patriot		
Base Bid:	140,000		
Performance and Payment Bond	5,000		
Bid Bond:	Yes		
Bid Affidavit:	Yes		
Addenda Acknowledged:	Yes		
MCC Clarification	Yes		

NORMAN PUBLIC SCHOOLS

THANK YOU

To: Dr. Nick Migliorino, Justin Milner, Brenda O'Brian, Tyler Jones and Board of Education

From: Lauren Stuart

Date: April 2, 2024

Subject: Lunch Meal Price Increase for SY 24-25

To stay in compliance with the Healthy, Hunger-Free Kids Act of 2010 section 205 each year we are required to look at our paid lunch price and work towards closing the gap. This means beginning school year July 1, 2012, schools were required to charge students for paid lunch meals at a price that is on average equal to the difference between free meal reimbursement and paid meal reimbursement. See equation below:

Reimbursement for Free lunch:	**$4.33**
Reimbursement for Paid lunch:	**- $0.50**
Average Lunch Meal Price (Threshold):	**$3.83**

The Act requires that schools gradually increase their prices over time to meet this threshold or choose to cover the difference in revenue with non-Federal funds. Our district has met this requirement each year with the allowable minimum increase of $0.10.

It is my recommendation we raise our lunch prices for SY 2024-2025 as follows:

Elementary from $3.10 to $3.20
Secondary from $3.25 to $3.35

Sincerely,

Lauren Stuart PhD
General Manager
Sodexo/Norman Child Nutrition

Attachment C

2024-2025 Site Principals			
Elementary School		**Middle School**	
Patricia Thomason	Adams Elementary	Traci Kay	Alcott Middle School
Susan Powell	Adams Elementary	Kristen Early	Alcott Middle School
Hadley Shepherd	Cleveland Elementary	Barbara Jaramillo	Alcott Middle School
Jennifer Crowe	Cleveland Elementary	Rachelle Roberts	Irving Middle School
Danielle Eikel	Eisenhower Elementary	Clinette Franks	Irving Middle School
Erin Crimmins	Eisenhower Elementary	Tim Hightower	Irving Middle School
Gina Bolding	Jackson Elementary	Brook Varner	Irving Middle School
Tracy Huntley	Jackson Elementary	Barbara Kinast	Longfellow Middle School
Catherine Miller	Jefferson Elementary	Adam Spurgeon	Longfellow Middle School (AP Intern to AP)
Amber Bui	Kennedy Elementary	Ethan Davis	Whittier Middle School
Gretchen Slate	Kennedy Elementary	David Brunow	Whittier Middle School
Miranda Steward	Kennedy Elementary	Elizabeth Olsen	Whittier Middle School
Paula Palermo	Lakeview Elementary	Sarah Potts	Whittier Middle School
Hannah Stinson	Madison Elementary		
Regina Coberly	Madison Elementary (AP Intern to AP)	**High School**	
Carol Emerson	McKinley Elementary	Hallie Wright	Norman High
Andrea Crowe	Monroe Elementary	Shane Austin	Norman High
Jamie Johnson	Monroe Elementary	Nadia Piatt	Norman High
Tara White	Reagan Elementary	Barbara Rose	Norman High
McKenzie Gammon	Reagan Elementary (AP Intern to AP)	Greg Willis	Norman High
Yasmin Hoover	Roosevelt Elementary	Dr. Kim Garrett	Norman North
Jessica Tims	Roosevelt Elementary	Ann Blatt	Norman North
Sara Adams	Truman Elementary	Amber Pennell	Norman North
Kristie Eselin	Truman Primary	Renee Jacques	Norman North
Heather Deering	Washington Elementary	Barry Whitsell	Norman North (AP Intern to AP)
Sheri Bennett	Washington Elementary		
Chris Crelia	Wilson Elementary		

Attachment C

2024-2025 Site Principals			
Elementary School		**Middle School**	
Patricia Thomason	Adams Elementary	Traci Kay	Alcott Middle School
Susan Powell	Adams Elementary	Kristen Early	Alcott Middle School
Jennifer Crowe	Cleveland Elementary	Barbara Jaramillo	Alcott Middle School
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Miranda Steward	Kennedy Elementary	David Brunow	Whittier Middle School
Paula Palermo	Lakeview Elementary	Elizabeth Olsen	Whittier Middle School
Hannah Stinson	Madison Elementary	Sarah Potts	Whittier Middle School
Carol Emerson	McKinley Elementary		
Andrea Crowe	Monroe Elementary	**High School**	
Jamie Johnson	Monroe Elementary	Hallie Wright	Norman High
Tara White	Reagan Elementary	Shane Austin	Norman High
McKenzie Gammon	Reagan Elementary (AP Intern to AP)	Nadia Piatt	Norman High
Yasmin Hoover	Roosevelt Elementary	Barbara Rose	Norman High
Jessica Tims	Roosevelt Elementary	Greg Willis	Norman High
Sara Adams	Truman Elementary	Dr. Kim Garrett	Norman North
Kristie Eselin	Truman Primary	Ann Blatt	Norman North
Heather Deering	Washington Elementary	Amber Pennell	Norman North
Sheri Bennett	Washington Elementary	Renee Jacques	Norman North
Chris Crelia	Wilson Elementary	Barry Whitsell	Norman North (AP Intern to AP)