



Noble Board of Education
November Regular Meeting in the Board Room
Administration Building, 111 S. 4th Street, Noble, OK, 73068, [Address], [City], Oklahoma
[Zip]
Monday, November 11, 2024 at 5:30 PM

Note: The Board may discuss, vote to approve, vote to disapprove, vote to table, or decide not to discuss any item on the agenda.

- I. Preliminary Business**
 - I.A. Call to Order**
 - I.B. Establishment of a Quorum**
 - I.C. Pledge of Allegiance**
- II. Reports**
 - II.A. Class Size Limits**
 - II.B. Activity Fund Report**
 - II.C. District Financial Report**
 - II.D. Resignations/Retirements**
- III. Public Comment**
- IV. Consent Agenda**
 - IV.A. Minutes of Regular Board Meeting - October 14, 2024**
 - IV.B. Encumbrances and Change Orders**
 - IV.C. Payroll Encumbrances**
 - IV.D. Activity Fund Transfers**
 - IV.E. Local Advisory Committee for Gifted/Talented meeting date for calendar year 2025: September 24, 2025**
 - IV.F. Reading Sufficiency Act/LETRS Training Stipend**
 - IV.G. Trip Request**
- V. Action Topics**
 - V.A. Discussion and possible vote on Consent Agenda Items A-G as presented.**
 - V.B. Discussion and possible vote to approve Ideal Impact Services Agreement for 2024-25 as presented.**
 - V.C. Discussion and possible vote to approve Ideal Impact Lease Purchase Agreement for 2024-25 as presented.**
- VI. Executive Session**
 - VI.A. Proposed executive session to discuss the following business pursuant to 25 O.S. Section 307 (B)(1), (B)(3), (B)(4), and (B)(7) of the Oklahoma Open Meeting Act:**
 - VI.A.1. Employments**
 - VI.A.2. Inspired to Teach Scholarship**
 - VI.A.3. 515 CSI School Improvement Staff Stipend**
 - VI.A.4. TLE Tulsa Model Evaluators for 2024-25**
 - VI.A.5. District Employee Stipend**

- VI.A.6. Real Estate
- VI.A.7. Pending Legal Action
- VI.B. Vote to convene in executive session
- VI.C. Acknowledgement of Board to return to open session
- VII. Action Topics
 - VII.A. Statement of executive session minutes
 - VII.B. Discussion and possible vote on employments for the 2024-25 school year as presented.
 - VII.C. Discussion and possible vote on 515 CSI School Improvement Staff Stipend as presented.
 - VII.D. Discussion and possible vote on 2024-25 TLE Tulsa Model Evaluators as presented.
 - VII.E. Discussion and possible vote on paying qualified teachers as identified by the Oklahoma State Regents for Higher Education, in the amount of \$3,715.75 for Inspired to Teach Scholarship as presented.
 - VII.F. Discussion and possible vote on a one-time stipend to be paid to returning district employees hired for 2024-25, with the exception of the superintendent, as presented. \$700 to all returning full-time employees from FY '24, \$350 to all returning part-time employees from FY '24. Any employee that does not complete their contract for FY '25, will have their remaining stipend amount deducted from their final paycheck. The amount deducted will be based upon the daily rate of pay for the employee. Stipend to be paid via direct deposit on Thursday, December 19, 2024.
 - VII.G. Discussion and possible vote on a one-time stipend to be paid to new district employees hired for 2024-25, with the exception of the superintendent, as presented. \$300 to all full-time employees from FY '25, \$150 to all new part-time employees from FY '25. Any employee that does not complete their contract for FY '25, will have their remaining stipend amount deducted from their final paycheck. The amount deducted will be based upon the daily rate of pay for the employee. New employee stipends will be pro-rated beginning August 5, 2024 with date of employment. Stipend to be paid via direct deposit on Thursday, December 19, 2024.
- VIII. New Business
- IX. Superintendent's Reports
- X. Adjournment

Agenda posted December 6, 2024, by
4:00pm at <https://www.nobleps.com>
and at the entrance of the Administrative
Office, Noble Public Schools, located at
111 South 4th Street, Noble, OK, 73068.

Dorothy M. Terrill
Minutes Clerk

**NOBLE PUBLIC SCHOOLS CLASS LIMITS
SEMESTER 1 2024-2025**

Enrollment Summary as of 7/31/2024

Grade	# of	Max	Total	# of	Transfers
Level	Teachers	Capacity	Enrolled	Transfers	available
Pre-K	8	160	145	9	15
K	10	200	181	15	19
K-T1	2	32	29	0	3
1st	10	200	210	9	-10
2nd	10	220	201	14	19
3rd	10	220	211	17	9
4th	10	220	210	18	10
5th	9	207	224	11	-17
6th	NA	220	215	14	5
7th	NA	220	225	20	-5
8th	NA	220	241	7	-21
9th	NA	220	230	13	-10
10th	NA	220	236	15	-16
11th	NA	220	257	18	-37
12th	NA	220	212	18	8
Total		2999	3027	198	-28

Enrollment Summary as of 8/31/2024

Grade	# of	Max	Total	# of	Transfers
Level	Teachers	Capacity	Enrolled	Transfers	available
Pre-K	8	160	151	10	9
K	10	200	209	14	-9
K-T1	2	32	30	1	2
1st	10	200	209	10	-9
2nd	10	220	202	14	18
3rd	10	220	207	16	13
4th	10	220	211	18	9
5th	9	207	228	11	-21
6th	NA	220	215	14	5
7th	NA	220	226	20	-6
8th	NA	220	238	7	-18
9th	NA	220	224	13	-4
10th	NA	220	235	15	-15
11th	NA	220	250	17	-30
12th	NA	220	200	19	20
Total		2999	3035	199	-36

Enrollment Summary as of 9/30/2024

Grade	# of	Max	Total	# of	Transfers
Level	Teachers	Capacity	Enrolled	Transfers	available
Pre-K	8	160	153	10	7
K	10	200	175	13	25
K-T1	2	32	28	1	4
1st	10	200	210	10	-10
2nd	10	220	200	14	20
3rd	10	220	209	16	11
4th	10	220	213	18	7
5th	9	207	228	11	-21
6th	NA	220	214	14	6
7th	NA	220	225	20	-5
8th	NA	220	236	7	-16
9th	NA	220	222	12	-2
10th	NA	220	235	15	-15
11th	NA	220	250	17	-30
12th	NA	220	197	20	23
Total		2999	2995	198	4

Enrollment Summary as of 10/31/2024

Grade	# of	Max	Total	# of	Transfers
Level	Teachers	Capacity	Enrolled	Transfers	available
Pre-K	8	160	154	10	6
K	10	200	176	13	24
K-T1	2	32	29	1	3
1st	10	200	208	10	-8
2nd	10	220	200	14	20
3rd	10	220	209	15	11
4th	10	220	211	17	9
5th	9	207	230	12	-23
6th	NA	220	213	14	7
7th	NA	220	226	20	-6
8th	NA	220	236	7	-16
9th	NA	220	222	12	-2
10th	NA	220	237	15	-17
11th	NA	220	250	17	-30
12th	NA	220	197	19	23
Total		2999	2998	196	1

Enrollment Summary as of 11/30/2024

Grade	# of	Max	Total	# of	Transfers
Level	Teachers	Capacity	Enrolled	Transfers	available
Pre-K	8	160			
K	10	200			
K-T1	2	32			
1st	10	200			
2nd	10	220			
3rd	10	220			
4th	10	220			
5th	9	207			
6th	NA	220			
7th	NA	220			
8th	NA	220			
9th	NA	220			
10th	NA	220			
11th	NA	220			
12th	NA	220			
Total		2999	0	0	0

Enrollment Summary as of 12-31/2024

Grade	# of	Max	Total	# of	Transfers
Level	Teachers	Capacity	Enrolled	Transfers	available
Pre-K	8	160			
K	10	200			
K-T1	2	32			
1st	10	200			
2nd	10	220			
3rd	10	220			
4th	10	220			
5th	9	207			
6th	NA	220			
7th	NA	220			
8th	NA	220			
9th	NA	220			
10th	NA	220			
11th	NA	220			
12th	NA	220			
Total		2999	0	0	0

(-) Enrollment Maxed
() Transfers Available

NOBLE PUBLIC SCHOOLS

111 S. 4TH STREET
NOBLE, OK 73068

FY-2025
YTD Summary

Summary Of Accounts

November 04, 2024

<p>For Bank Account: * * * * 426</p> <p>Date: <u>11 / 4 / 2024</u></p>	<p>This Report Is True And Correct To The Best Of My Knowledge.</p> <p><i>Dot Jennell</i></p>
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Beginning:	733,674.69
Receipts:	582,530.57
Checks:	(393,611.54)
Adjustments:	3,736.64
Ending:	\$926,330.36

Acct. Name	Beg. Year	Receipts	Checks	Adjust.	Ending
0051 CENTRAL OFFICE	105509.20	73107.07	5848.33	0.00	172767.94
815 CENTRAL OFFICE ACTIVITY ACCT	16047.64	55178.28	2102.93	0.00	69122.99
816 ACTIVITY FUND INTEREST	37906.16	82.67	0.00	0.00	37988.83
817 NOBLE STUDENT ASSISTANCE	34222.31	15226.31	3695.40	0.00	45753.22
818 TECHNOLOGY ACTIVITY ACCOUNT	17333.09	2619.81	50.00	0.00	19902.90
0105 KID ELEMENTARY	19949.65	117.04	2839.69	0.00	17227.00
801 KID-GENERAL SUPPLY	2442.40	86.75	916.75	0.00	1612.40
802 KID-CLEARING ACCOUNT	0.00	30.29	0.00	0.00	30.29
803 KID-SHOUT WEEK	0.00	0.00	0.00	0.00	0.00
804 KID-KINDERGARTEN	748.53	0.00	0.00	0.00	748.53
805 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
806 KID-T-SHIRT ACCOUNT	1963.14	0.00	907.00	0.00	1056.14
807 KID-PICTURE ACCOUNT	2153.04	0.00	158.88	0.00	1994.16
808 KID-BOOK FAIR ACCOUNT	3664.60	0.00	475.40	0.00	3189.20
809 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
810 KID-FIELD TRIP ACCOUNT	2694.26	0.00	0.00	0.00	2694.26
811 KID YEARBOOK	625.86	0.00	0.00	0.00	625.86
812 KID-COUNSELOR	1234.73	0.00	68.50	0.00	1166.23
813 KID - TRANSITIONAL FIRST	0.00	0.00	0.00	0.00	0.00
814 KID-PRE-K	2440.77	0.00	0.00	0.00	2440.77
819 KID-P.E.	1982.32	0.00	313.16	0.00	1669.16
0110 PIONEER ELEMENTARY	33728.14	7313.88	11202.81	0.00	29839.21
830 PI-GENERAL SUPPLY	17910.34	7073.88	8626.28	0.00	16357.94
831 PI-CLEARING ACCOUNT	64.00	0.00	0.00	0.00	64.00
832 PI-PIONEER SHOUT WEEK	0.00	0.00	0.00	0.00	0.00
833 PI-4TH GRADE	2715.27	0.00	0.00	0.00	2715.27
834 PI-5TH GRADE	2865.75	0.00	0.00	0.00	2865.75
835 PI-RUN CLUB	1136.52	0.00	0.00	0.00	1136.52
836 PI-MUSIC ACCOUNT	158.42	0.00	0.00	0.00	158.42
837 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
838 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
839 PI-SCI-PI	1783.84	240.00	0.00	0.00	2023.84
840 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
841 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
842 PI-LIBRARY	7094.00	0.00	2576.53	0.00	4517.47

NOBLE PUBLIC SCHOOLS

111 S. 4TH STREET
NOBLE, OK 73068

FY-2025
YTD Summary

Summary Of Accounts

November 04, 2024

Acct. Name	Beg.Year	Receipts	Checks	Adjust.	Ending
0115 HUBBARD ELEMENTARY	48688.99	25568.11	20863.29	456.27	53850.08
820 JKH-GENERAL SUPPLY	19400.00	18635.11	11544.50	0.00	26490.61
821 JKH-CLEARING ACCOUNT	0.00	42.00	0.00	0.00	42.00
822 JKH-T-SHIRT/SHOUT/FESTIVAL	2097.14	1170.00	1178.50	0.00	2088.64
823 JKH-LIBRARY ACCOUNT	4323.12	0.00	355.68	0.00	3967.44
824 JKH-2ND GRADE	1048.16	56.00	0.00	0.00	1104.16
825 JKH-3RD GRADE	1335.96	2540.00	0.00	0.00	3875.96
826 JKH-ADOPT A CHILD	6208.85	0.00	1093.07	0.00	5115.78
827 JKH-1ST GRADE	2255.98	3125.00	3024.00	0.00	2356.98
828 JKH-STEAM	224.84	0.00	0.00	0.00	224.84
829 JKH-PHYSICAL EDUCATION	11794.94	0.00	3667.54	456.27	8583.67
0510 CURTIS INGE MIDDLE SCHOOL	72182.32	36109.25	18427.37	-1654.50	88209.70
845 MS-GENERAL SUPPLY	37834.57	20067.39	13444.53	-1600.00	42857.43
846 MS-CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00
847 CURTIS INGE FOOD PANTRY	108.51	355.00	0.00	0.00	463.51
848 MS-LIBRARY ACCOUNT	236.82	0.00	0.00	0.00	236.82
849 MS-STUDENT COUNCIL	5022.36	7156.26	2325.61	0.00	9853.01
850 MS-HOME EC ACCOUNT	859.96	1105.00	255.00	0.00	1709.96
851 MS-ELA, LANGUAGES, WORLD CULTU	263.27	0.00	0.00	0.00	263.27
852 MS-ART ACCOUNT	2021.40	314.85	461.39	0.00	1874.86
853 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
854 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
855 MS-TECH ED ACCOUNT	823.48	0.00	0.00	0.00	823.48
856 MS-VOCAL MUSIC	9421.18	3798.25	406.16	-3358.47	9454.80
857 MS-HONOR SOCIETY	3862.04	3312.50	0.00	0.00	7174.54
858 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
859 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
860 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
861 MS-READING	1158.85	0.00	0.00	0.00	1158.85
862 MS- ESPORTS & COMPUTER SCIENCE	6099.78	0.00	0.00	0.00	6099.78
863 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
864 MS-SCIENCE DEPT.	3359.02	0.00	348.15	0.00	3010.87
865 MS-GIFTED AND TALENTED	45.29	0.00	0.00	0.00	45.29
866 MS-SHOUT WEEK	0.00	0.00	0.00	0.00	0.00
867 MS - THEATRE	0.00	0.00	971.00	3303.97	2332.97
868 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
869 MS-POETRY ANIMAL CLUB	1065.79	0.00	215.53	0.00	850.26
0705 HIGH SCHOOL	201149.51	211093.59	170902.58	2830.80	244171.32
901 HS-STUDENT GENERAL SUPPLIES	35094.39	34140.80	23132.73	-444.95	45657.51
902 HS-CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00

NOBLE PUBLIC SCHOOLS111 S. 4TH STREET
NOBLE, OK 73068FY-2025
YTD Summary**Summary Of Accounts**

November 04, 2024

Acct. Name	Beg. Year	Receipts	Checks	Adjust.	Ending
903 HS-AMERICAN SIGN LANGUAGE	0.00	0.00	0.00	0.00	0.00
904 HS-E-SPORTS	316.69	1465.00	0.00	-60.00	1721.69
905 HS-CHORUS	8665.04	2824.50	1275.64	-60.00	10153.90
906 HS-BPA	738.31	163.00	198.00	0.00	703.31
907 HS-DECA	297.39	1072.00	827.00	-60.00	482.39
908 HS-ATAE	1383.83	3575.00	972.98	143.00	4128.85
909 HS-FCCLA	2441.26	965.00	591.85	-453.10	2361.31
910 HS-FFA	18837.92	33680.00	34616.46	-60.00	17841.46
911 HS-FCA	639.94	20.00	0.00	-120.00	539.94
912 HS-CLASS OF 2027	3300.40	358.93	36.70	17.92	3640.55
913 HS-CLASS OF 2026	3300.00	3367.61	2775.16	0.00	3892.45
914 HS-TEACHER GENERAL SUPPLIES	134.73	0.00	0.00	0.00	134.73
915 HS-STEM INITIATIVE	7323.02	2876.00	8291.57	-60.00	1847.45
916 HS-FOREIGN LANGUAGE	564.89	0.00	98.00	0.00	466.89
917 HS-LIBRARY	39.91	0.00	0.00	0.00	39.91
918 HS-DAILY LIVING CENTER	378.69	532.00	289.51	0.00	621.18
919 HS-ART CLUB	1429.45	1000.00	31.64	-60.00	2337.81
920 HS-BAND	7951.33	56512.05	51692.77	2800.93	15571.54
921 HS-DEBATE CLUB	0.00	0.00	0.00	0.00	0.00
922 HS-BAND TOURING	22838.19	47941.40	25570.00	0.00	45209.59
923 HS-ASTRONOMY CLUB	0.00	650.00	650.00	0.00	0.00
924 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
925 HS-NATIONAL HONOR SOCIETY	958.06	0.00	0.00	-60.00	898.06
926 HS-SCIENCE CLUB	1553.93	0.00	35.55	0.00	1518.38
927 HS-THESPIANS	8112.74	555.00	121.08	-180.00	8366.66
928 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
929 HS-STUDENT COUNCIL	3667.49	9726.30	9599.78	1730.00	5524.01
930 HS-YEARBOOK	7305.47	710.00	4508.54	-105.00	3401.93
931 HS-ART II	2550.07	640.00	989.32	0.00	2200.75
932 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
933 HS-PSAT/AP TEST	1804.60	2009.00	0.00	0.00	3813.60
934 HS-DRIVER'S ED. CLEARING ACCT	4500.00	0.00	0.00	0.00	4500.00
935 HS-GERMAN CLUB	619.94	240.00	218.50	-60.00	581.44
936 HS-CLASS OF 2025	8383.68	405.00	0.00	-48.00	8740.68
937 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
938 HS-TEACHER APPRECIATION & PROM	5251.71	2250.00	300.00	0.00	7201.71
939 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
940 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
941 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
942 HS-2016 SHOUT WEEK	0.00	0.00	0.00	0.00	0.00
943 HS-URSIDAE	107.97	930.00	216.00	-30.00	791.97
944 HS-SCHOLARSHIP ACCOUNT	32495.78	1250.00	3125.00	0.00	30620.78

NOBLE PUBLIC SCHOOLS

111 S. 4TH STREET

NOBLE, OK 73068

FY-2025

YTD Summary

Summary Of Accounts

November 04, 2024

Acct. Name	Beg.Year	Receipts	Checks	Adjust.	Ending
945 HS - ART CLUB - COOK	432.36	535.00	139.41	0.00	827.95
946 HS-THE JAMES WOMACK FOOD	2496.10	700.00	599.39	0.00	2596.71
947 PANTR OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
948 HS-PRISM	43.10	0.00	0.00	0.00	43.10
949 HS-WAT - WORK ADJ TRAINING	1153.34	0.00	0.00	0.00	1153.34
950 HS-CLASS OF 2028	3543.75	0.00	0.00	0.00	3543.75
951 HS-NOBLE ARCHERY	74.15	0.00	0.00	0.00	74.15
952 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
953 HS-SCIENCE 2	419.89	0.00	0.00	0.00	419.89
0706 ATHLETICS	252466.88	229221.63	163527.47	2104.07	320265.11
870 ATHLETICS GENERAL SUPPLY	62436.45	95831.60	84955.30	4132.67	77445.42
871 HS GIRLS GOLF	2371.60	0.00	0.00	-30.00	2341.60
872 BASEBALL	3539.50	0.00	289.99	-30.00	3219.51
873 HS BOYS BASKETBALL	10209.27	5719.00	317.75	-30.00	15580.52
874 POWER LIFTERS/FOOTBALL	31796.38	23595.40	21170.62	746.40	34967.56
875 HS FASTPITCH	3398.53	2589.00	3964.54	-990.00	1032.99
876 HS GIRLS BASKETBALL	26490.23	2929.00	349.00	-140.00	28930.23
877 CROSS COUNTRY	4655.62	2682.00	1720.62	-30.00	5587.00
878 HS WRESTLING	3502.56	1625.00	1390.00	-160.00	3577.56
879 GIRLS SOCCER	6671.05	0.00	0.00	-30.00	6641.05
880 HS GIRLS TRACK	2647.28	150.04	22.48	-60.00	2714.84
881 HS VOLLEYBALL	9378.76	13965.69	11673.16	-30.00	11641.29
882 HS CHEERLEADERS	5517.84	8084.85	4498.99	-2050.75	7052.95
883 7TH/8TH CHEERLEADERS	3840.11	574.00	2422.79	0.00	1991.32
884 NOBLE BEAR DOWN CLUB	19061.78	45581.25	17377.05	1372.50	48638.48
885 HS GOLF	17.68	4125.00	0.00	-30.00	4112.68
886 NOBLE ATHLETIC TRAINING	144.90	0.00	0.00	0.00	144.90
887 BULL PEN	26421.15	0.00	4198.44	0.00	22222.71
888 SOFTBALL BOOSTER	8301.20	4978.50	2814.02	0.00	10465.68
889 MS-SOCCER	2086.54	0.00	0.00	0.00	2086.54
890 MS GIRLS BASKETBALL	2550.29	1000.00	0.00	0.00	3550.29
891 BOYS SOCCER	3217.07	0.00	0.00	-30.00	3187.07
892 MS BOYS SOCCER	1669.56	0.00	0.00	0.00	1669.56
893 ATHLETIC SCHOLARSHIP FUND	119.24	0.00	0.00	0.00	119.24
894 OPEN ACCOUNT	0.00	0.00	0.00	0.00	0.00
895 MS FOOTBALL	2058.82	0.00	0.00	0.00	2058.82
896 MS TRACK	2375.13	0.00	0.00	0.00	2375.13
897 MS VOLLEYBALL	6305.64	0.00	722.33	0.00	5583.31
898 MS BOYS BASKETBALL	524.67	862.00	0.00	0.00	1386.67
899 HS POM SQUAD	1158.03	14929.30	5640.39	-506.75	9940.19

NOBLE PUBLIC SCHOOLS

111 S. 4TH STREET

NOBLE, OK 73068

FY-2025
YTD Summary

Summary Of Accounts

November 04, 2024

YTD TOTALS:	(7 Accounts)	733,674.69	582,530.57	(393,611.54)	3,736.64	926,330.36
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NOBLE PUBLIC SCHOOLS

111 S. 4TH STREET

NOBLE, OK 73068

FY-2025
YTD Summary

Summary Of Accounts

November 04, 2024

Beginning YTD Account Balance:	\$733,674.69
Bank Charges:	0.00
Interest:	0.00
NSF Adjustments:	(129.50)
Expense:	0.00
Revenue:	(56.58)
Total Adjustments:	(\$186.08)
Total Adjustments:	(186.08)
Add Voids:	3,922.72
Adjustment with Voids:	\$3,736.64
Receipts Issued:	582,530.57
Voided Receipts:	0.00
Total Receipts:	\$582,530.57
Checks Issued:	393,611.54
Voided Checks:	(3,922.72)
Total Checks:	\$389,688.82
Current Balance:	\$926,330.36
YTD Outstanding Checks:	55,345.98
Prior Year Outstanding Checks:	1,398.96

NOBLE PUBLIC SCHOOLS
SUMMARY OF FINANCIAL ACTIVITIES

10/31/2024

All Years Grouped By FUND	GENERAL FUND	BUILDING FUND	Bond Fund	SINKING FUNDTOTAL ALL FUNDS	
CASH ON HAND:					
BEGINNING MONTHLY BALANCE	-222,104.38	134,180.38	1,506.35	21,648.62	-64,769.03
ADD: MONTHLY RECEIPTS	2,063,182.51	1,091.95	0.00	7,072.52	2,071,346.98
MATURING INVESTMENTS	3,200,000.00	2,000,000.00	0.00	1,410,700.00	6,610,700.00
TOTAL CASH:	5,041,078.13	2,135,272.33	1,506.35	1,439,421.14	8,617,277.95
LESS: CHECKS ISSUED	2,350,587.62	93,665.70	0.00	0.00	2,444,253.32
PURCHASE OF INVESTMENTS	2,200,000.00	1,800,000.00	0.00	1,364,645.32	5,364,645.32
INTEREST ON NON-PAYABLE	0.00	0.00	0.00	0.00	0.00
BOND INDEBTEDNESS	0.00	0.00	0.00	74,675.00	74,675.00
REPAY-MONEY MGMT.	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
INTEREST ON BONDS	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00
ENDING MONTHLY BALANCE	490,490.51	241,606.63	1,506.35	100.82	733,704.31
INVESTMENTS:					
BEGINNING MONTHLY BALANCE	5,200,000.00	2,000,000.00	2,248,560.00	1,410,700.00	10,859,260.00
ADD: INVESTMENTS	2,200,000.00	1,800,000.00	0.00	1,364,645.32	5,364,645.32
TOTAL INVESTMENTS:	7,400,000.00	3,800,000.00	2,248,560.00	2,775,345.32	16,223,905.32
LESS: MATURING INVESTMENTS	3,200,000.00	2,000,000.00	0.00	1,410,700.00	6,610,700.00
ENDING MONTHLY BALANCE:	4,200,000.00	1,800,000.00	2,248,560.00	1,364,645.32	9,613,205.32
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TOTALS:					
END OF MONTH CASH BALANCE:	490,490.51	241,606.63	1,506.35	100.82	733,704.31
END OF MONTH INV. BALANCE:	4,200,000.00	1,800,000.00	2,248,560.00	1,364,645.32	9,613,205.32
TOTAL CASH:	4,690,490.51	2,041,606.63	2,250,066.35	1,364,746.14	10,346,909.63
ADD: OUTSTANDING CHECKS	558,577.03	1,790.00	0.00	0.00	560,367.03
TOTAL MONIES:	5,249,067.54	2,043,396.63	2,250,066.35	1,364,746.14	10,907,276.66



MINUTES October 14, 2024 Regular Meeting

The Board of Education of Independent School District No. 40 of the Cleveland County, State of Oklahoma, met in a Regular Meeting in the Board Room at the Noble Administration Building, 111 S. 4th St., Noble, Oklahoma, in said school district, Monday, October 14, 2024, at 5:30 PM.

Attendance taken at 5:30 PM.

Mrs. Wendy Barnes: Present
Mr. William Broom: Present
Mr. Leroy Lukinbill: Present
Mr. James Reed: Present
Mr. Randy Sheppard: Present

Also present were Superintendent Frank Solomon and Assistant Superintendent Dr. Jon Myers.

I. Preliminary Business

I.A. Call to Order

I.B. Establishment of a Quorum

I.C. Pledge of Allegiance

II. Reports

II.A. Class Size Limits

II.B. Activity Fund Report

II.C. District Financial Report

II.D. Resignations/Retirements

II.E. Board Member Continuing Education Report

II.F. 2024-2025 Annual Budget Presentation

III. Public Comment

Comments: None

IV. Consent Agenda

IV.A. Minutes of Regular Board Meeting - September 9, 2024

IV.B. Encumbrances and Change Orders

IV.C. Payroll Encumbrances

IV.D. Activity Fund Transfers and Amendment requests

IV.E. Board Meeting Calendar Dates for 2025

IV.F. OK Dept of Mental Health and Substance Abuse MOU for 2024-25

IV.G. 2024-25 Virgin Law Firm contract renewal

IV.H. Policy Adoption

IV.I. Policy Revisions

IV.J. Surplus List

IV.K. Trip Request

V. Action Topics

V.A. Discussion and possible vote on Consent Agenda Items A-K as presented.

Motion to approve Consent Agenda Items A-K (Minutes of September 9, 2024 Regular Meeting, Encumbrances and Change Orders as follows: GF/CN 24-25: #50466-50525 \$675,692.86 BF 24-25: #25101-25114 \$83,260.00, Payroll Encumbrances, Activity Fund Transfers, Amendments requests, Board



MINUTES October 14, 2024 Regular Meeting

Meeting Calendar Dates for 2025, OK Dept of Mental Health and Substance Abuse MOU for 2024-25, 2024-25 Virgin Law Firm contract renewal, Policy Adoption, Policy Revisions, Surplus List, and Trip Request) as presented passed with a motion made by Mrs. Wendy Barnes and seconded by Mr. William Broom.

Mrs. Wendy Barnes: Yes
Mr. Randy Sheppard: Yes
Mr. Leroy Lukinbill: Yes
Mr. James Reed: Yes
Mr. William Broom: Yes
Yes: 5 No: 0, Absent: 0

V.B. Discussion and possible vote on a resolution stating a Board of Education Primary Election shall be held on February 11, 2025, only if three or more candidates file for the Board of Education position scheduled to be on the ballot and for a Board of Education position appearing on the ballot as an unexpired term. A Board of Education General Election shall be held on April 1, 2025, under the following circumstances: if only two candidates file for a position scheduled to be on the ballot or for any position on the ballot for an unexpired term or if no candidate in the Board of Education Primary Election receives more than 50% of the votes cast. The polling places shall be open from 7:00 am to 7:00 pm.

Motion to approve a resolution stating a Board of Education Primary Election shall be held on February 11, 2025, only if three or more candidates file for the Board of Education position scheduled to be on the ballot and for a Board of Education position appearing on the ballot as an unexpired term. A Board of Education General Election shall be held on April 1, 2025, under the following circumstances: if only two candidates file for a position scheduled to be on the ballot or for any position on the ballot for an unexpired term or if no candidate in the Board of Education Primary Election receives more than 50% of the votes cast. The polling places shall be open from 7:00 am to 7:00 pm. passed with a motion made by Mr. James Reed and seconded by Mr. Randy Sheppard.

Mrs. Wendy Barnes: Yes
Mr. Randy Sheppard: Yes
Mr. Leroy Lukinbill: Yes
Mr. James Reed: Yes
Mr. William Broom: Yes
Yes: 5 No: 0, Absent: 0

V.C. Discussion and possible vote on 2024-2025 Annual Budget as presented.

Motion to approve 2024-2025 Annual Budget as presented passed with a motion made by Mr. Randy Sheppard and seconded by Mr. William Broom.

Mrs. Wendy Barnes: Yes
Mr. Randy Sheppard: Yes
Mr. Leroy Lukinbill: Yes
Mr. James Reed: Yes
Mr. William Broom: Yes
Yes: 5 No: 0, Absent: 0



MINUTES October 14, 2024 Regular Meeting

V.D. Discussion and possible vote on Alternative Education pay rates for 2024-25 as presented.

Motion to approve Alternative Education pay rates for 2024-25 as presented passed with a motion made by Mr. James Reed and seconded by Mrs. Wendy Barnes.

Mrs. Wendy Barnes: Yes
Mr. Randy Sheppard: Yes
Mr. Leroy Lukinbill: Yes
Mr. James Reed: Yes
Mr. William Broom: Yes
Yes: 5 No: 0, Absent: 0

V.E. Discussion and possible vote on Oklahoma Purchasing System Interlocal Cooperation Agreement with Atoka Public Schools for 2024-25 as presented.

Comments: Board Member Randy Sheppard asked for a recess at 6:19pm. The Board reconvened at 6:21pm.

Motion to approve Oklahoma Purchasing System Interlocal Cooperation Agreement with Atoka Public Schools for 2024-25 as presented passed with a motion made by Mr. James Reed and seconded by Mrs. Wendy Barnes.

Mrs. Wendy Barnes: Yes
Mr. Randy Sheppard: Yes
Mr. Leroy Lukinbill: Yes
Mr. James Reed: Yes
Mr. William Broom: Yes
Yes: 5 No: 0, Absent:

VI. Executive Session

VI.A. Proposed executive session to discuss the following business pursuant to 25 O.S. Section 307 (B)(1), (B)(3), (B)(4) and (B)(7) of the Oklahoma Open Meeting Act:

VI.A.1. Employments

VI.A.2. Real Estate

VI.A.3. Pending Legal Action

VI.B. Vote to convene in executive session

Motion to convene in executive session at 6:27pm passed with a motion made by Mrs. Wendy Barnes and seconded by Mr. William Broom.

Mrs. Wendy Barnes: Yes
Mr. Randy Sheppard: Yes
Mr. Leroy Lukinbill: Yes
Mr. James Reed: Yes
Mr. William Broom: Yes
Yes: 5 No: 0, Absent:



MINUTES October 14, 2024 Regular Meeting

VI.C. Acknowledgement of Board to return to open session

Comments: Board President Mr. Leroy Lukinbill announced the Board's return to open session at 7:02pm.

VII. Action Topics

VII.A. Statement of executive session minutes

The Board of Education convened in executive session in the board room located at 111 South 4th Street, Noble, OK, 73068, at 6:27 o'clock p.m., Monday, October 14, 2024, to discuss employments, real estate, and pending legal action as authorized by 25 O.S. Section 307 (B)(1), (B)(3), (B)(4), and (B)(7) of the Oklahoma Open Meeting Act. Board Members present were Leroy Lukinbill, Wendy Barnes, James Reed, Randy Sheppard, and William Broom, as well as Superintendent Frank Solomon and Assistant Superintendent Dr. Jon Myers. During the executive session the Board discussed these items and no other items. No action was taken. The Board returned to open session at 7:02 o'clock p.m., Monday, October 14, 2024.

VII.B. Discussion and possible vote on employments for the 2024-25 school year as presented.

Motion to approve Administration's recommendation for employments for the 2024-25 school year as presented passed with a motion made by Mrs. Wendy Barnes and seconded by Mr. Randy Sheppard.

Mrs. Wendy Barnes: Yes
Mr. Randy Sheppard: Yes
Mr. Leroy Lukinbill: Yes
Mr. James Reed: Yes
Mr. William Broom: Yes
Yes: 5 No: 0, Absent:

VII.C. Discussion and possible vote on teacher to be considered as adjunct teacher for the 2024-25 school year as presented.

Motion to approve Keith Coombs as adjunct teacher for Oklahoma History (6550) for the 2024-25 school year as presented passed with a motion made by Mr. James Reed and seconded by Mr. William Broom.

Mrs. Wendy Barnes: Yes
Mr. Randy Sheppard: Yes
Mr. Leroy Lukinbill: Yes
Mr. James Reed: Yes
Mr. William Broom: Yes
Yes: 5 No: 0, Absent:

VIII. New Business

Comments: None

IX. Superintendent's Reports

Dr. Myers gave the Board a State Reporting update. Mr. Solomon reminded the Board of Fall Break Week, Mr. Dale Estep's Memorial Service, and the November Regular Meeting. He gave them a Fall Sports update and thanked them for their support during his mom's passing.



MINUTES October 14, 2024 Regular Meeting

X. Adjournment

Motion to adjourn at 7:12 pm passed with a motion made by Mrs. Wendy Barnes and seconded by Mr. William Broom.

Mrs. Wendy Barnes: Yes
Mr. Randy Sheppard: Yes
Mr. Leroy Lukinbill: Yes
Mr. James Reed: Yes
Mr. William Broom: Yes
Yes: 5 No: 0, Absent:

PRESIDENT- Leroy Lukinbill

VICE-PRESIDENT-Wendy Barnes

CLERK-James Reed

DEPUTY CLERK-Randy Sheppard

MEMBER-William Broom

MINUTES CLERK- Dot Terrill



PO	Vendor Name	General Description	Amount	Date
25115	WINSUPPLY OF OKLAHOMA CITY	DISTRICT - PLUMBING SUPPLIES	5,000.00	10/21/2024
25116	W & W TIRE CO	DISTRICT - TIRES & SVCS	2,000.00	10/28/2024
25117	BSN SPORTS, LLC	HS - TRACK LONG JUMP COVER	5,000.00	10/28/2024
25118	SIMONIZE SPORTS FIELD SERVICES, LLC	HS - FIELD MAINTENANCE - SPRINKLER REPAIRS	10,000.00	10/28/2024
25119	UNITED RENTALS (NORTH AMERICA), INC	DISTRICT - EQUIPMENT RENTAL	2,000.00	10/28/2024
25120	GENERAL PARTS GROUP	HS - FIELD HOUSE CONCESSION - REPAIRS	7,500.00	10/29/2024
25121	MORENO DISPOSAL & DEMOLITION	DISTRICT - ROLL-OFF DUMPSTERS / WASTE & TRASH	5,000.00	10/30/2024
25122	UNITED RENTALS (NORTH AMERICA), INC	DISTRICT - USED SCISSOR-LIFT	10,000.00	10/30/2024
25123	****SITE ONE	DISTRICT - IRRIGATION PARTS & SUPPLIES	5,000.00	10/30/2024
25124	ABS GOLF CARS, INC.	DISTRICT - DUMP BED CART / MAINTENANCE	6,750.00	10/31/2024
25125	CROSSLAND'S RENT-ALL & SALES CO.	DISTRICT - EQUIPMENT RENTAL	2,000.00	11/05/2024
25126	CORRECT CONNECTIONS, LLC	DISTRICT - PLUMBING SVCS.	10,000.00	11/07/2024
25127	CRIMSON ELECTRIC SERVICES	DISTRICT - ELECTRICAL SVCS.	10,000.00	11/07/2024
25128	CAROLYN LITTLE REALTY	DISTRICT - LAND PURCHASE	500,000.00	11/07/2024
(21) BUILDING FUND Current Encumbered:			580,250.00	



PO	Vendor Name	General Description	Amount	Date
25026	HARNES ROOFING, INC.	DISTRICT - ROOFING REPAIRS	820.61	7/1/2024
25068	DON EVANS WINDOW TINTING	HS - WINDOW TINT / SAFETY & SECURITY	125.00	7/8/2024
25089	UNITED RENTALS (NORTH AMERICA), INC	DISTRICT - EQUIPMENT RENTAL	-349.55	7/29/2024
25110	DEAN CODNER	CIMS - GYM LOGO & GRAPHICS	-190.00	10/4/2024
(21) BUILDING FUND Total:			406.06	



PO	Vendor Name	General Description	Amount	Date
50526	****AMAZON.COM	CN - UNIFORM SHIRTS / CAFETERIA WORKERS	400.00	10/14/2024
50527	ARVEST BANK	CIMS - OUTSIDE SIGNS & STANDS	1,000.00	10/14/2024
50528	****AMAZON.COM	CIMS - GENERAL SUPPLIES	3,000.00	10/14/2024
50529	COOMBS, KEITH	HS - REIMB - ADJUNCT TEACHER APPLICATION FEE	27.00	10/15/2024
50530	ARVEST BANK	HS - MULT VENDORS - HOTEL ACCOMMODATIONS, FOOD, FUEL - USING P-CARDS IN PUBLIC SCHOOLS TRAINING - 10/31/24 / R TENER	350.00	10/15/2024
50531	OSAC - OKLAHOMA SCHOOLS ADVISORY COUNCIL	HS - REGISTRATION - USING P-CARDS IN PUBLIC SCHOOLS TRAINING - 10/31/2024 / R TENER	50.00	10/15/2024
50532	PERMA BOUND	CIMS - LIBRARY BOOKS	628.04	10/16/2024
50533	ROSE STATE COLLEGE	HS - CONCURRENT FEES	2,500.00	10/21/2024
50534	****CCOSA	DISTRICT - MULT VENDORS - REGISTRATION FEES / SPECIAL ED PROF DEVELOPMENT	2,100.00	10/21/2024
50535	****AMAZON.COM	HS - GENERAL SUPPLIES	965.00	10/23/2024
50536	ARVEST BANK	HS- IXL CONFERENCE REGISTRATION	95.00	10/23/2024
50537	ARVEST BANK	HS - FLINN - CHEMISTRY CLASSROOM SUPPLIES	450.00	10/24/2024
50538	****GSG	HS - CLASSROOM SUPPLIES	2,370.22	10/24/2024
50539	OU FOUNDATION # 31247	HS - GT - STUDENT REGISTRATION / L TURNER	140.00	10/24/2024
50540	OJABA - OKLAHOMA JUNIOR ACADEMIC BOWL ASSOC.	CIMS - GT - ACADEMIC BOWL REGISTRATIONS	225.00	10/25/2024
50541	****AMAZON.COM	CIMS - CULINARY SUPPLIES	3,000.00	10/25/2024
50542	ARVEST BANK	HUB - AMAZON - WINDOW BLINDS	3,167.62	10/28/2024
50543	KELLOGG & SOVEREIGN CONSULTING, LLC	DISTRICT - CYBERSECURITY PILOT PROG (BASE FILING FEE)	950.00	10/28/2024
50544	PEARSON CLINICAL ASSESSMENT	DISTRICT - SPECIAL ED TESTING MATERIALS	2,000.00	10/28/2024
50545	LAWSON PRODUCTS,INC.	TRANS - PARTS & HARDWARE / SUPPLIES	3,000.00	10/29/2024
50546	****AMAZON.COM	KID - DRAMATIC PLAY SUPPLIES / NPSF GRANT - C HUDDLESTON	200.00	10/29/2024
50547	****AMAZON.COM	KID - ART SUPPLIES / NPSF GRANT - A FLEENER	600.00	10/29/2024
50548	ARVEST BANK	KID - HANDWRITING SUPPLIES / NPSF GRANT - C WALTERS & A LEE	700.00	10/29/2024
50549	ARVEST BANK	KID - HANDWRITING SUPPLIES / NPSF GRANT - S SINGLETON	600.00	10/29/2024
50550	****AMAZON.COM	KID - SCIENCE SUPPLIES / NPSF GRANT - K KERSEY	360.00	10/29/2024
50551	****AMAZON.COM	KID - ART SUPPLIES / NPSF GRANT - A BLACK	125.00	10/29/2024
50552	****AMAZON.COM	KID - ART SUPPLIES / NPSF GRANT - M GREEN	450.00	10/29/2024



PO	Vendor Name	General Description	Amount	Date
50553	****AMAZON.COM	KID - ART SUPPLIES / NPSF GRANT - S MCDONALD	350.00	10/29/2024
50554	****AMAZON.COM	KID - MATH SUPPLIES / NPSF GRANT - A ARAGON	500.00	10/29/2024
50555	WENGER CORPORATION	KID - MULT VENDORS - MUSIC SUPPLIES / NPSF GRANT - R LOCKE	2,683.32	10/29/2024
50556	****AMAZON.COM	HUB - TECHNOLOGY SUPPLIES / NPSF GRANT - J JESSOP	400.00	10/29/2024
50557	ARVEST BANK	HUB - MULT VENDORS - ART SUPPLIES / NPSF GRANT - 2ND GR TEACHERS	3,200.00	10/29/2024
50558	ARVEST BANK	HUB - ART SUPPLIES / NPSF GRANT - S TREXLER	800.00	10/29/2024
50559	****AMAZON.COM	HUB - LISTENING CENTER SUPPLIES / NPSF GRANT - M MELLON	100.00	10/29/2024
50560	****AMAZON.COM	HUB - MATH SUPPLIES / NPSF GRANT - S SHIVERS	775.00	10/29/2024
50561	ARVEST BANK	HUB - MULT VENDORS - MATH SUPPLIES / NPSF GRANT - J GATES	775.00	10/29/2024
50562	ARVEST BANK	HUB - MULT VENDORS - MATH SUPPLIES / NPSF GRANT - A WILSON	350.00	10/29/2024
50563	****AMAZON.COM	HUB - MATH SUPPLIES / NPSF GRANT - S WEBSTER	400.00	10/29/2024
50564	ARVEST BANK	HUB - MULT VENDORS - READING SUPPLIES / NPSF GRANT - S ROBERTSON	1,000.00	10/29/2024
50565	ARVEST BANK	HUB - MULT VENDORS - SCIENCE SUPPLIES / NPSF GRANT - T CARSON	1,000.00	10/29/2024
50566	****AMAZON.COM	HUB - SCIENCE SUPPLIES / NPSF GRANT - K MARLEY	1,000.00	10/29/2024
50567	ARVEST BANK	HUB - MULT VENDORS - STEAM SUPPLIES / NPSF GRANT - Z WILLIAMS	1,000.00	10/29/2024
50568	****AMAZON.COM	PIO - READING SUPPLIES / NPSF GRANT - M SHELTON	700.00	10/29/2024
50569	****AMAZON.COM	PIO - MATH SUPPLIES / NPSF GRANT - L RISSMANN	700.00	10/29/2024
50570	ARVEST BANK	PIO - MULT VENDORS - MATH SUPPLIES / NPSF GRANT - A PROCTOR	1,000.00	10/29/2024
50571	ARVEST BANK	PIO - MULT VENDORS - READING SUPPLIES / NPSF GRANT - A MYERS	900.00	10/29/2024
50572	ARVEST BANK	PIO - MULT VENDORS - SCIENCE SUPPLIES / NPSF GRANT - C KEITH	900.00	10/29/2024
50573	****AMAZON.COM	PIO - TECHNOLOGY SUPPLIES / NPSF GRANT - B HEITT	1,000.00	10/29/2024
50574	****AMAZON.COM	CIMS - MATH SUPPLIES / NPSF GRANT - T SHORTESE	650.00	10/29/2024
50575	ARVEST BANK	CIMS - MULT VENDORS - READING SUPPLIES / NPSF GRANT - T FIELDS & J TURPIN	1,350.00	10/29/2024



PO	Vendor Name	General Description	Amount	Date
50576	****AMAZON.COM	HS - CLASSROOM ALTERNATIVE SEATING / NPSF GRANT - K BARNETT	550.00	10/29/2024
50577	ARVEST BANK	HS - MULT VENDORS - DAILY LIVING SUPPLIES / NPSF GRANT - M STARR	1,000.00	10/29/2024
50578	****AMAZON.COM	HS - HISTORY SUPPLIES / NPSF GRANT - K TREAT	300.00	10/29/2024
50579	****AMAZON.COM	HS - HISTORY SUPPLIES / NPSF GRANT - S CRAWFORD	650.00	10/29/2024
50580	****AMAZON.COM	HS - MATH SUPPLIES / NPSF GRANT - T PETERMAN	250.00	10/29/2024
50581	****AMAZON.COM	HS - MATH SUPPLIES / NPSF GRANT - J HEIN	250.00	10/29/2024
50582	ARVEST BANK	HS - MULT VENDORS - PE SUPPLIES / NPSF GRANT - K DAVIDSON & K SMITH	2,500.00	10/29/2024
50583	ARVEST BANK	HS - MULT VENDORS - SCIENCE SUPPLIES / NPSF GRANT - A RADTKE	1,000.00	10/29/2024
50584	ARVEST BANK	HS - MULT VENDORS - TECHNOLOGY SUPPLIES / NPSF GRANT - DRESSLER	1,000.00	10/29/2024
50585	ARVEST BANK	DISTRICT - MULT VENDORS - SEL SUPPLIES / NPSF GRANT - J ROHR	500.00	10/29/2024
50586	ARVEST BANK	HUB - TEACHER MANUAL	90.00	10/29/2024
50587	****GSG	HS - CLASSROOM SUPPLIES	250.00	11/04/2024
50588	****AMAZON.COM	HS - BMITE CLASS SUPPLIES	2,500.00	11/04/2024
50589	360 REFRIGERATION	CN - COOLING MAINTENANCE / WALK INS	7,000.00	11/04/2024
50590	PIRAINO CONSULTING, INC.	KID - SMART TV	4,231.75	11/06/2024
50591	BONE CLONES	HS - CLASSROOM SUPPLIES	900.00	11/07/2024
50592	GENERAL PARTS GROUP	CN - REFRIGERATION MAINTENANCE BLANKET	5,000.00	11/07/2024
50593	****ATTACHMENT & TRAUMA NETWORK, INC	KID - CONFERENCE REGISTRATION - CREATING TRAUMA SENSITIVE SCHOOLS CONFERENCE - FEB 20-21, 2024 / J SLATE	280.00	11/07/2024

(11) GEN FUND-FOR OPERAT Current Encumbered: 79,237.95



PO	Vendor Name	General Description	Amount	Date
50051	OSSBA, INC	DISTRICT - ASSEMBLE MEMBERSHIP, PROGRAM, POLICY SVCS SUBSCRIPTION (1 YR)	-2,000.00	7/1/2024
50113	****XFANATICAL	DISTRICT - IT - SAFE DOC GOOGLE LICENSES	-251.00	7/1/2024
50161	BEN E. KEITH CO.	CN - KID - FOOD & SUPPLIES BLANKET	-50,640.14	7/1/2024
50162	BEN E. KEITH CO.	CN - PIO - FOOD & SUPPLIES BLANKET	-40,338.82	7/1/2024
50163	BEN E. KEITH CO.	CN - HUB - FOOD & SUPPLIES BLANKET	-57,943.58	7/1/2024
50164	BEN E. KEITH CO.	CN - CIMS - FOOD AND SUPPLIES BLANKET	-45,123.72	7/1/2024
50165	BEN E. KEITH CO.	HS - FOOD & SUPPLIES BLANKET	-36,732.90	7/1/2024
50192	ARVEST BANK	HS - HOTEL ACCOMMODATIONS & PKNG FEES - OKLAHOMA SUMMIT CONFERENCE - AUG 1-2, 2024, TULSA, OK / D OWEN	-187.49	7/1/2024
50200	PHIPPS, JANET	HS - REIMB - QUIZLET SUBSCRIPTION	-0.01	7/1/2024
50250	****LOWE'S	HS - FIELD HOUSE - APPLIANCES	-519.82	7/15/2024
50260	****AMAZON.COM	HS - BMITE CLASSROOM SUPPLIES	22.42	7/17/2024
50261	BAXTER RAINS, CHARLOTTE	TRANS - CDL REIMBURSEMENT	-16.00	7/1/2024
50284	ARVEST BANK	CIMS - MULT VENDORS - SUPPLIES - CARD #1	530.90	7/23/2024
50322	****MICROSOFT STORE	IT - SURFACE LAPTOP 7	-131.24	7/30/2024
50327	ARVEST BANK	CIMS - MULT VENDOR - SUPPLIES	321.37	7/31/2024
50382	ARVEST BANK	HS - BLOOKET - MEMBERSHIP FEES	-35.88	8/14/2024
50432	GOODHEART-WILLCOX PUBLISHING	HS - CLASSROOM BOOKS	-56.34	8/27/2024
50435	ARVEST BANK	CIMS - OFFICE SUPPLIES	398.13	8/28/2024
50437	****AMAZON.COM	ADMIN - BOOK STUDY MATERIALS	18.80	8/29/2024
50458	SWIFT SENSORS , INC	CN - WIRELESS REMOTE TEMPERATURE SENSORS / WALK INS	-82.55	9/6/2024
50467	****AMAZON.COM	HS - GENERAL SUPPLIES	6.56	9/10/2024
50468	PERMA BOUND	CIMS - LIBRARY BOOKS	-7.10	9/10/2024
50475	****AMAZON.COM	HS - CLASSROOM SUPPLIES & FURNITURE	7.85	9/12/2024
50478	GOODHEART-WILLCOX PUBLISHING	HS - ENTREPRENEURSHIP BOOK	-2,900.00	9/13/2024
50484	****AMAZON.COM	PIO - CLASSROOM SUPPLIES / STEAM	-95.39	9/19/2024

50485	OAPERD - OKLA ASSOC. OF HEALTH & PHYS ED	HUB - PIO - CIMS - OAPERD CONV REGISTRATION - M WORKMAN, T BURNS, C TALAFUSE	-40.00	9/20/2024
50507	****AMAZON.COM	HS - CLASSROOM SUPPLIES	-67.28	10/1/2024

(11) GEN FUND-FOR OPERAT Total: -235,863.23



PO	Vendor Name	General Description	Amount	Date
71050	BOWMAN, ALLYSE	PAYROLL ENCUMBRANCE	524.80	10/24/2024
71051	CLARK, DEBBIE	PAYROLL ENCUMBRANCE	223.48	10/24/2024
71052	GILLEAN, LACY	PAYROLL ENCUMBRANCE	161.48	10/24/2024
71053	MORR, ASHLEIGH	PAYROLL ENCUMBRANCE	444.06	10/24/2024
71054	ROBERTS, ANDREA	PAYROLL ENCUMBRANCE	1,130.33	10/24/2024
71055	SCHIMMING, HEATHER	PAYROLL ENCUMBRANCE	80.74	10/24/2024
71056	WILLIS, MACY	PAYROLL ENCUMBRANCE	80.74	10/24/2024
71057	ASBURY, TRISTIANNE	PAYROLL ENCUMBRANCE	376.18	10/24/2024
71058	HELTON, SUSAN R	PAYROLL ENCUMBRANCE	134.00	10/24/2024
71059	MADDEN, DEBRA	PAYROLL ENCUMBRANCE	835.10	10/24/2024
71060	WALLACE, TARA	PAYROLL ENCUMBRANCE	69.95	10/24/2024
71061	ANGLIN, BRAD	PAYROLL ENCUMBRANCE	62.70	10/24/2024
71062	YOUNG, MELODY	PAYROLL ENCUMBRANCE	31.34	10/24/2024
71063	HART, BRANDY	PAYROLL ENCUMBRANCE	12.38	10/24/2024
71064	MCMILLAN, SARAH	PAYROLL ENCUMBRANCE	7.83	10/24/2024
71066	WILLIS, MACY	PAYROLL ENCUMBRANCE	4,000.01	11/05/2024
71067	WRIGHT, VALERIE	PAYROLL ENCUMBRANCE	53.83	11/07/2024
71068	JACKSON, BRIAN	PAYROLL ENCUMBRANCE	96.89	11/07/2024
71069	WRIGHT, JINNIE	PAYROLL ENCUMBRANCE	121.11	11/07/2024
71070	MEDDERS, CHAD	PAYROLL ENCUMBRANCE	642.99	11/07/2024
71071	BAXTER RAINS, CHARLOTTE	PAYROLL ENCUMBRANCE	57.24	11/07/2024
71072	JOHN, AMANDA	PAYROLL ENCUMBRANCE	645.90	11/07/2024
71073	WALTERS, CHRISTY	PAYROLL ENCUMBRANCE	645.90	11/07/2024
71074	SINGLETON, SARAH	PAYROLL ENCUMBRANCE	645.90	11/07/2024
71075	LEE, ALISHA D	PAYROLL ENCUMBRANCE	645.90	11/07/2024

(11) GEN FUND-FOR OPERAT Current Encumbered:

11,730.78

NOBLE PUBLIC SCHOOLS

111 S. 4TH STREET
NOBLE, OK 73068

FY-2025
00001560 to 00001564

Transfer Register

November 07, 2024

For Bank Account:
* * * * 426

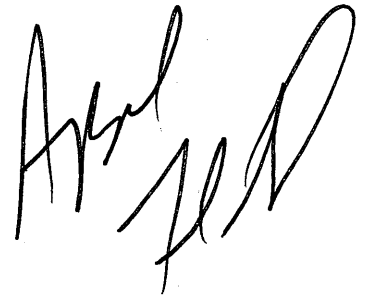
Total register: \$829.62

Number	Issued	Source / Destination	Description/Remarks	Amount	Amount
01560	10/25/2024	0705-901	ACTIVITY FUND TRANSFER	-115.00	
		0706-870	TRANSFER TO ATHLETICS FOR OSSAA		115.00
01561	10/25/2024	0706-876	ACTIVITY FUND TRANSFER	-110.00	
		0705-908	EMBROIDERY		110.00
01562	10/30/2024	0705-901	ACTIVITY FUND TRANSFER	-17.92	
		0705-912	TRANSFER TO CLASS OF 27 FOR		17.92
01563	11/07/2024	0705-905	ACTIVITY FUND TRANSFER	-417.70	
		0705-922	TRANSFER OF PROFIT SHARE GOING		417.70
01564	11/07/2024	0705-920	ACTIVITY FUND TRANSFER	-169.00	
		0706-870	TRANSFER FOR SENIOR NIGHT FLOWERS		169.00
Number Of Transfers					05

Dot Terrill

From: Frank Solomon
Sent: Thursday, November 7, 2024 3:05 PM
To: Dot Terrill
Subject: LETRS Training

Motion to approve Stipend of \$600 LETRS, or *Language Essentials for Teachers of Reading and Spelling*, to teachers that complete the intensive science of reading program provided by the OSDE.

A handwritten signature in black ink, appearing to read "Frank Solomon". The signature is written in a cursive style with a large, looping initial "F".

Dot Terrill

From: Frank Solomon
Sent: Thursday, November 7, 2024 6:06 AM
To: Dot Terrill; Kristina Root
Subject: FW: [EXTERNAL] Bus Rental Quote for OU Precollegiate Programs

Dot,
Please check but I think we have these guys approved already and Kristina, I need you to send them the fee schedule. Thank you both.

Sol

From: Shirley Jennings <sjennings@nobleps.com>
Sent: Thursday, November 7, 2024 6:03 AM
To: Frank Solomon <fsolomon@nobleps.com>
Subject: FW: [EXTERNAL] Bus Rental Quote for OU Precollegiate Programs

Request for trip

From: Neal, Joseph M. <joe.neal22@ou.edu>
Sent: Wednesday, November 6, 2024 11:00 AM
To: Shirley Jennings <sjennings@nobleps.com>
Cc: Elliott, Chris D. <celliott@ou.edu>
Subject: [EXTERNAL] Bus Rental Quote for OU Precollegiate Programs

This email was sent from outside of Noble Schools. Please use caution when clicking on links or attachments.

Good morning,

My name is Joe and I serve as Program Manager for OU Precollegiate Programs.

We are looking for a bus for field trips to OKC and Tulsa this summer. Could we get a price quote for those rentals that can be included in our budget?

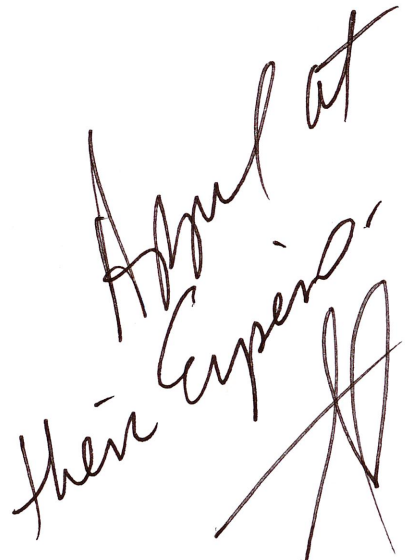
Let us know if you have any questions or need any additional information.

Best,

Joe Neal

Program Manager

Precollegiate Programs



Approved at
their expense.

Division of Lifelong Learning

College of Professional and Continuing Studies

The University of Oklahoma

1610 Asp Avenue | Norman, OK 73072-6405

youth.ou.edu

405.325.6897

Notice:

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You remain our main defense against cybersecurity threats. Be on guard regarding cybersecurity.

Phishing emails are sent to you to try to trick you. They are written in such a way to make you anxious, nervous, scared, like you did something wrong or something bad is happening.



SERVICES CONTRACT

THIS SERVICES CONTRACT (the “CONTRACT”) is made and entered into as of the date first executed (the “Effective Date”) by and between IDEAL IMPACT, Inc. (“IDEAL IMPACT”), a Texas Corporation, and INDEPENDENT SCHOOL DISTRICT NO. 40 OF CLEVELAND COUNTY, OKLAHOMA, a/k/a NOBLE PUBLIC SCHOOLS (“CLIENT”).

RECITALS

WHEREAS, IDEAL IMPACT provided an energy audit and proposal for Energy Optimization using its patented energy optimization software, IDEAL IMPACT CAMPUS OPTIMIZER (Patent No. 11,137,730) and associated consultant services;

WHEREAS, the CLIENT has determined that no other like items are available for purchase that would serve the same purpose or function for the District, as the patented software program offered, which uses a patented algorithm to facilitate optimization of energy use in every room of every building using the software, based on actual historic use data, the District’s actual rate structure, the unique climate of the area demand reduction and ramp times individualized for the building and rooms within them to create long-term energy savings;

WHEREAS, there is only one price for the product, the software is currently exclusively distributed by IDEAL IMPACT and is not available “off-the-shelf” from retailers;

WHEREAS, the parties hereto desire to enter into a CONTRACT whereby IDEAL IMPACT will provide the following: remotely accessible smart controllers at 354 designated locations throughout the District, district-wide installation of and all required license(s) for the IDEAL IMPACT CAMPUS OPTIMIZER Software, Patent No. 11,137,730, and all energy-related consulting and conservation services to CLIENT for the Facilities described herein, located at 611 Ash Street, Noble, OK 73068, 111 S. 4th Street, Noble, OK 73068, 1201 N. 8th Street, Noble, OK 73068, 1104 Maguire Road, Noble, OK 73068, 4601 E. Etowah Road, Noble, OK 73068, and 300 S. 5th Street, Noble, OK 73068 (the “Facility”).

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

SECTION 1. SERVICES OF IDEAL IMPACT

1.1 **Services**. The purpose of this CONTRACT is to save money currently being spent on energy so it can be moved to other needs of the CLIENT. IDEAL IMPACT shall provide certain equipment and perform a number of services to realize these savings. There will be two primary phases: the Application Phase (the first nine months of the CONTRACT) and the Coaching Phase (until the total project fee is paid).

1.1.1 **The Application Phase I**. During Phase I of the Application Phase, IDEAL IMPACT shall provide the following equipment and services based on IDEAL IMPACT’s analysis of the CLIENT’s particular situation, (collectively, “Services”):

- (i) Install Pelican remotely accessible controllers for 354 air handling units, modify controls background coding to optimize energy savings;



- (ii) Install Pelican building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction and ramp times;
- (iii) Complete ENERGY OPTIMIZATION for all 356 pieces of HVAC equipment and improved optimization settings of existing controllers;
- (iv) Implement IDEAL IMPACT CAMPUS OPTIMIZER (**Patent No. 11,137,730**) for 356 pieces of HVAC equipment, associated buildings, rooms, and zones, to optimize energy consumption, demand reduction, humidity reduction, and ramp times;
- (v) Improving weatherization for all buildings included;
- (vi) All new hardware becomes the property of the CLIENT upon payment of the total Project Fee;
- (vii) Previously installed controls removed by IDEAL IMPACT, if any, become the property of IDEAL IMPACT. CONTRACT price was reduced using market value of the previously installed controls. CLIENT is responsible for drywall repair and other repairs related to access points.

All equipment and tangible property referenced above (the "Property") is and shall at all times be, and remain, personal property, and will not be considered a fixture to any real property.

1.1.2 The Application Phase II. During Phase II of the Application Phase, IDEAL IMPACT shall also perform a unique combination of some or all of the following services based on IDEAL IMPACT's analysis of the CLIENT's particular situation, all as deemed necessary by IDEAL IMPACT (collectively, "Services"):

- (i) Tune the controls and processes of the facilities;
- (ii) Help with operations of the BAS (Building Automation System) and/or controls for the first three months of the Application phase;
- (iii) Rewrite programming for Pelican building automation system to optimize the energy consumption, demand reduction, humidity reduction and ramp times;
- (iv) Monitor trend logs and temperature data recorders in the Facility to plan strategies on energy optimization;
- (v) Make recommendations to CLIENT about possible alternate energy savings techniques at the Facility to decrease energy cost;
- (vi) Develop a customized written energy plan to include: (a) projected annual savings as set forth in Section 2.1; (b) tune settings of the Facility; (c) how to update and change settings to meet the basic need of the CLIENT; (d) how to update and change the settings to match basic changes in energy rates; (e) education plans for energy stewards; (f) education plans for occupants of the Facility; (g) coaching designated individuals during the Term of this CONTRACT on the implementation of the plans prepared; (h) motivate on



- energy plan for occupants of the Facility; and (i) education on key energy rate decisions, terms and structures;
- (vii) Provide support for the energy plan to include: (a) introducing the energy plan to CLIENT; (b) training on implementation of the energy plan; (c) ongoing coaching on the energy plan during the Term of this CONTRACT; (d) updating the energy plan through the Term of this CONTRACT; (e) tracking and reporting of results of the energy plan; (f) assist with energy rate structures; (g) advise with maintenance contracts related to the energy plan; (h) advise on improvements to the Facility related to the energy plan.

1.1.3 The Coaching Phase. The Coaching Phase shall include:

- (i) Ongoing training of the CLIENT on energy savings, equipment and strategies at the Facility;
- (ii) Tracking of savings;
- (iii) Periodic auditing to ensure that the strategies are being successfully implemented;
- (iv) Advising CLIENT on possible other improvements;
- (v) Advising CLIENT on electrical contract negotiation;
- (vi) Being CLIENT's advocate with new additions being built; and
- (vii) Aiding in motivating for energy savings.
- (viii) If CLIENT elects to continue coaching or Simple Comfort Connect after the end of the CONTRACT there will be a quarterly charge.

1.1.4 Buildings. Buildings included:

Building Name:	Sq Ft	Electric Meter #	REP Account #	Gas Meter #
Pioneer Elementary Main	33,360	53466948G	783060-7	0219A00278
Pioneer Elementary Addition	6,014	53466951G	25090572	0200114034
Pioneer Elementary Little Buildings	3,712	53466949G	22057277	0200701238
Administration, Kitchen, Maintenance	31,697	53466953G	132479501-0	1201030914
Curtis Inge Middle School	78,894	11998966	4123404101	1201133663
Hubbard Elementary Rear	44,980	12357579	4135100500	206436018
Hubbard Elementary Gym	7,538	96107229	4135011700	0206436018
The Den	67,368	9510913	4123305100	1201712835
High School Fieldhouse	24,194	11998925	4123304600	1201134148
High School East Wing	14,547	11998975	4123303100	1201134148
High School Northeast Wing	14,877	11929432	4123304800	1201134148
High School Central	52,807	12358112	4123301001	1201134148
High School West Wing	19,314	12358168	4123304100	1201134148
High School Cafeteria, Commons Addition	23,418	14731832	4123304700	1201134148
High School Wrestling Gym	7,200	56123663	4123300600	1201134148
High School Vo/Ag Buildings	17,776	12149712	4123301500	1201134148
Daily Elem Cafeteria, Kindergarten, Pre-K	13,136	53466973G	127497107-1	2400603795
Daily Elementary Main	20,546	53466975G	753712-9	2400603795
Daily Elementary Gym, Pre-K 12-15	10,189	53466968G	1979747-1	2400603795



1.2 Facility and BAS Access. CLIENT shall provide IDEAL IMPACT BAS installer password and any other tools and access needed to reprogram the BAS within seven days of execution of this CONTRACT. CLIENT shall not remove this access for the term of this CONTRACT. Any work that CLIENT requests to be done by their controls contractor shall be paid for by CLIENT. CLIENT shall permit reasonable access to the Facility during normal business hours as may be deemed necessary by IDEAL IMPACT for the proper operation and performance of IDEAL IMPACT's Services.

1.3 Adjustments and Savings.

(a) Adjustments. Energy bills shall be adjusted by IDEAL IMPACT as needed for changes in read dates, any additional Facility space, and substantial changes in occupancy or substantial increases in equipment using energy standard equations for excess energy consumed. Adjustments shall also be based on weather differences from the baseline year as determined from weather data for the area issued by the National Weather Service. Miscellaneous discretionary billings and/or refunds from the energy provider will be excluded from the analysis.

(b) Energy Savings. "Energy Savings" shall mean and be calculated as follows. The baseline year is the 12 months prior to the signing of this CONTRACT. Savings for each month will be calculated on the basis of the units saved (kWh, billed KW, actual KW and MCF) times the current monthly cost of each to the CLIENT. If a power factor charge is added to the electric billing that was not in the baseline it will not be considered in the calculation of savings. The savings will start with the first full meter read period for each of gas and electric after the execution of this CONTRACT. CLIENT shall share access to CLIENT's retail energy provider online account(s) with IDEAL IMPACT beginning 15 days after execution and throughout the Application and Coaching phases.

1.4 CLIENT's Designated Representative. CLIENT shall designate a representative to act on behalf of CLIENT with respect to this CONTRACT ("CLIENT Representative"). The initial CLIENT Representative is Dr. Jon Myers. CLIENT may change its CLIENT Representative by giving written notice to IDEAL IMPACT. CLIENT confirms that the CLIENT Representative is authorized to make all necessary decisions and give all notices and approvals required or permitted by CLIENT under this CONTRACT.

SECTION 2. SAVINGS

2.1 Projection. IDEAL IMPACT is projecting \$126,702 in annual energy savings and is recommending CLIENT set a savings goal of 38% per year or \$141,608 This would result in a 15 year savings of \$2,863,276. All savings are projected, but not guaranteed.

2.2 Quarterly Invoice. If any quarterly required payment under this CONTRACT exceeds the savings as calculated under Section 1.3 herein, IDEAL IMPACT will send CLIENT a check for the difference within thirty (30) days of the quarterly invoice date.

SECTION 3. COMPENSATION AND PAYMENT SCHEDULE

3.1 Compensation. CLIENT shall pay IDEAL IMPACT a total project fee of \$695,198 (the "Project Fee") in accordance with the terms and conditions set forth in the IDEAL IMPACT Lease Purchase Agreement of even date herewith (the "Lease"). As long as the Project Fee and any amounts paid to CLIENT under Section 2.2 herein (the "Quarterly Recovery Payments") are outstanding, CLIENT shall continue making Payments in the same manner calculated under the Lease directly to IDEAL IMPACT



until such time as IDEAL IMPACT is made whole. Upon CLIENT's satisfaction of all required Payments under the Lease and this CONTRACT, this CONTRACT shall terminate.

3.2 Utility Rebates. IDEAL IMPACT will apply for appropriate utility rebates for this project and such rebates shall be attributed to the Project Fee as set forth in the Lease.

3.3 Payment Schedule. During the term of this CONTRACT, CLIENT will, within three (3) days of CLIENT's receipt of its energy bills from CLIENT's energy providers, electronically scan and email each bill to IDEAL IMPACT. IDEAL IMPACT will perform any necessary adjustments as per Section 1.3 herein and at the end of each quarter send an invoice for the preceding quarter to CLIENT which will be calculated as set forth on Exhibit B of the Lease. CLIENT shall pay each quarterly invoice in accordance with the terms of the Lease. CLIENT is responsible for paying its own energy bills. Invoices will be tracked and totaled monthly, but invoiced quarterly.

3.4 Late Payments. Late payments by CLIENT shall be subject to an interest charge as set forth in the Lease.

SECTION 4. EVENTS OF DEFAULT

4.1 Events of Default by CLIENT. Each of the following events or conditions shall constitute an "Event of Default" by CLIENT:

- (i) any failure by CLIENT to perform or comply with the terms and conditions of this CONTRACT, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to CLIENT demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of CLIENT; and (b) if such cure cannot be effected in thirty (30) calendar days, CLIENT shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days, CLIENT's written agreement of a completion date, and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by CLIENT in this CONTRACT which was false or misleading in any material respect when made; or
- (iii) any default under the Lease.

4.2 Events of Default by IDEAL IMPACT. Each of the following events or conditions shall constitute an "Event of Default" by IDEAL IMPACT:

- (i) any failure by IDEAL IMPACT to perform or comply with the terms and conditions of this CONTRACT, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to IDEAL IMPACT demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of IDEAL IMPACT, and (b) if such cure cannot be effected in thirty (30) calendar days, IDEAL IMPACT shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; such cure times will extend the partnership of this CONTRACT, or



- (ii) any representation or warranty furnished by IDEAL IMPACT in this CONTRACT which was false or misleading in any material respect when made; or
- (iii) any lien or encumbrance is placed upon the Property by any Subcontractor, laborer, or supplier of IDEAL IMPACT, which is not timely removed by IDEAL IMPACT; provided that IDEAL IMPACT has been duly paid for the Services and such lien or encumbrance is not the result of any act or failure to act of CLIENT.

SECTION 5. REMEDIES UPON DEFAULT

5.1 Remedies upon Default by CLIENT. If an Event of Default by CLIENT occurs, IDEAL IMPACT will be entitled to obtain any available legal or equitable remedies through mediation proceedings instituted pursuant to Section 7 below including, without limitation, recovering amounts due and unpaid by CLIENT, and/or; damages which shall include IDEAL IMPACT's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; legal fees; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including interest, on any sums due and all costs and expenses reasonably incurred in exercising the foregoing remedies. Provided, however, under no circumstances shall CLIENT be liable for any damages in excess of the amount appropriated for its previous and current fiscal years less all amounts previously paid.

5.2. Remedies Upon Default by IDEAL IMPACT. If an Event of Default by IDEAL IMPACT occurs, CLIENT shall be entitled to obtain any available legal or equitable remedies through mediation proceedings instituted pursuant to Section 7 below, including, without limitation, recovering amounts due and unpaid by IDEAL IMPACT and/or damages, which shall include CLIENT's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; legal fees; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due and all costs and expenses reasonably incurred in exercising the foregoing remedies.

SECTION 6. INSURANCE FOR PROJECT

6.1 Insurance. IDEAL IMPACT shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from IDEAL IMPACT's operation under the CONTRACT, whether such operations be by IDEAL IMPACT or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Certificates of such insurance shall be filed with the CLIENT prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days' prior written notice has been given to CLIENT.

6.2 IDEAL IMPACT will maintain the following insurance policies at all times during the term of this CONTRACT:

- (i) Workers' Compensation with statutory WC limitations and Employers Liability of \$1,000,000, with a Waiver of Subrogation Endorsement in favor of the CLIENT;



- (ii) Comprehensive General Liability with \$1,000,000 per occurrence and a \$2,000,000 aggregate and a \$2,000,000 aggregate on Products Completed Operations. The CLIENT must be named an Additional Insured by appropriate endorsement and there must be a Waiver of Subrogation Endorsement in favor of the CLIENT;
- (iii) Business Automobile Liability, including owned, non-owned, hired or any other vehicles, of \$1,000,000 for bodily injury (per accident);
- (iv) All insurance carriers used by IDEAL IMPACT related to this CONTRACT will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

6.3 CLIENT shall cover any installed Property under CLIENT's own policy or policies.

SECTION 7. DISPUTE RESOLUTION

7.1 Dispute Resolution; Exclusive Venue and Jurisdiction. In the event of any dispute arising out of or relating to this CONTRACT, the parties agree to exclusively use the following process in the following order for such dispute: (a) informally discuss and attempt to resolve the dispute before proceeding with any further action; (b) in the event this is not successful, the parties agree to cooperatively arrange and participate in non-binding mediation. (c) in the event informal resolution and mediation is not successful to resolve the dispute to the satisfaction of both parties, either party will then have the right to pursue litigation.

7.2 The exclusive venue of any action, suit or proceeding arising out of or relating to this CONTRACT or any rights or obligations under this CONTRACT shall lie solely in the courts of the State of Oklahoma or the United States of America located in the county where CLIENT's main business operations occur. The expense of any mediation shall be borne equally by CLIENT and IDEAL IMPACT and shall be held in the county where CLIENT's main business operations occur.

7.3 In the case of any dispute between this CONTRACT and the Lease the terms of the Lease shall prevail.

SECTION 8. HAZARDOUS MATERIALS

8.1 IDEAL IMPACT's Responsibilities With Respect to Hazardous Materials. The scope of Work to be performed by IDEAL IMPACT pursuant to this CONTRACT and the compensation to be paid to IDEAL IMPACT hereunder for the Work expressly excludes any work or service of any nature associated or connected with the identification, abatement, cleanup, control, or removal of any currently existing Hazardous Materials or Mold on, in or nearby the Facility. The CLIENT agrees that all duties and obligations in connection with any Hazardous Materials or Mold currently located in, on or nearby the Facility or brought into the Facility by a party other than IDEAL IMPACT or its Subcontractors are not IDEAL IMPACT's responsibility. IDEAL IMPACT shall be responsible for any Hazardous Materials, Mold, or other materials that it or its Subcontractor(s) may bring to the Facility. Should IDEAL IMPACT become aware, discover, or based on reasonable evidence suspect the presence of Hazardous Materials or Mold, IDEAL IMPACT will immediately cease work in the affected area, and will promptly notify the CLIENT of the conditions discovered. Should IDEAL IMPACT stop work because of such discovery or suspicion of Hazardous Materials or Mold, then the CONTRACT Time will, should the CLIENT elect to choose to continue the Work after remedy thereof, be reasonably extended by Change Order to cover the period



required for abatement, cleanup, or removal of the Hazardous Materials or Mold. IDEAL IMPACT will not be held responsible for any claims, damages, costs, or expenses of any kind associated with such period during which work has been stopped as a result of Hazardous Materials or Mold unless brought onto the Facility by IDEAL IMPACT or its Subcontractors. Notwithstanding anything in this CONTRACT to the contrary, any such event of discovery or remediation by CLIENT shall not constitute a default by CLIENT.

8.2 CLIENT's Representations and Responsibilities With Respect to Hazardous Materials. The CLIENT warrants and represents that to the best of the CLIENT's knowledge, other than as disclosed to IDEAL IMPACT in writing, there are no Hazardous Materials or Mold in or on the premises that will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by IDEAL IMPACT pursuant to this CONTRACT. The CLIENT further represents that the CLIENT has not retained IDEAL IMPACT to discover, inspect, investigate, identify, or remediate Hazardous Materials or Mold or conditions caused by Hazardous Materials or Mold. The CLIENT will be responsible for taking all necessary steps to correct, abate, clean up, or control Hazardous Materials or Mold not addressed by IDEAL IMPACT under this CONTRACT. In the event hazardous materials are discovered by IDEAL IMPACT, IDEAL IMPACT shall have an affirmative duty to immediately report to the CLIENT the existence of such materials. The CLIENT specifically agrees, to the extent allowed by state law, to indemnify and to hold IDEAL IMPACT, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of its release of Hazardous Materials or Mold from the Facility into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act, unless such release of Hazardous Materials or Mold into the air, soil, or any water system or water course is caused by or due to the negligence of IDEAL IMPACT.

SECTION 9. OWNERSHIP OF DESIGN MATERIALS

9.1 Copies of Deliverables. The Deliverables are and shall remain the exclusive property of the IDEAL IMPACT. IDEAL IMPACT shall use its best efforts to ensure all copies of the Deliverables are delivered or returned to the CLIENT or suitably accounted for upon the CLIENT's request or upon final payment, whichever is earlier. IDEAL IMPACT may retain one copy of the Deliverables for its records, but shall not use such copies for any purpose other than with respect to the CONTRACT Services without the CLIENT's prior written consent. The Intellectual Property Rights, if any, relating to the Design Materials or the contents of or concepts embodied in the Design Materials shall remain with and belong to IDEAL IMPACT or its Subcontractors, as the case may be.

9.2 Delivery of Deliverables and As-built Drawings. Upon the date of termination of this CONTRACT, IDEAL IMPACT shall deliver to the CLIENT any Deliverables that have not been previously submitted to the CLIENT for that Energy Conservation Measure. Upon the date of Final Acceptance of the entire Project, IDEAL IMPACT may provide as-built drawings in an electronic format compatible with the AutoCAD or other similar system in use by the CLIENT.

SECTION 10. GENERAL PROVISIONS

10.1 Warranty. IDEAL IMPACT warrants that the Services will be free of defects in materials and workmanship for one year, starting the date the Property is installed on CLIENT's property.



10.2 Governing Law. This CONTRACT shall be governed by, enforced under and construed in accordance with the laws of the State of Oklahoma, without regard to the conflicts of laws principles of any jurisdiction.

10.3 Attorney’s Fees and Cost. In the event that either party hereto shall properly institute formal legal action as described in Section 7 above, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief which may be granted.

10.4 Waiver. The waiver by either party to this CONTRACT of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other or future defaults, under the same or different terms, conditions or covenants contained in this CONTRACT.

10.5 Integration. This CONTRACT and the Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any oral or written proposals, statements, discussions, or negotiations made prior to the CONTRACT. This CONTRACT may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by an authorized representative of both parties.

10.6 Assignment. The performance of this CONTRACT may not be assigned or transferred by either party without the prior written consent of the other. However, IDEAL IMPACT may pledge or assign its rights under the Lease and CLIENT hereby consents to such pledge or assignment and will execute any all documents reasonably required by IDEAL IMPACT’s assignee to evidence same.

10.7 Notices. All notices required to be given hereunder shall be in writing and shall be deemed delivered if (i) personally delivered, (ii) dispatched by certified or registered mail, return receipt requested, postage prepaid, or (iii) sent via a nationally-recognized overnight carrier, addressed to the parties as follows:

IDEAL IMPACT:
Ideal Impact, Inc.
1245 S. Main Street
Suite 140
Grapevine, TX 76051
ATTN: Wes McDaniel

NOBLE PUBLIC SCHOOLS:
Noble Public Schools
111 S. 4th Street
Noble, OK 73068
ATTN: Dr. Jon Myers

10.8 Concealed Conditions. IDEAL IMPACT shall immediately notify CLIENT if it encounters concealed conditions at the Facility prior to significantly disturbing the same. If such concealed conditions cause an increase in IDEAL IMPACT’s cost of, or time required for, performance of any part of the Work IDEAL IMPACT and CLIENT shall agree, by written Change Order, on how to proceed and the extent of any adjustment to the time required for performance of the Work and to the CONTRACT Sum.

10.9 Cooperation. Each Party will cooperate with and assist the other Party, its advisors, consultants, attorneys, employees, agents, and representatives, at all times during the CONTRACT Time so as to complete the CONTRACT Services in an efficient, timely, and economical manner.

10.10 Employee Background Check. IDEAL IMPACT hereby certifies to CLIENT that IDEAL IMPACT has caused an investigation into the criminal background of each employee assigned to provide Services at CLIENT’s Facility. On the basis of this investigation, IDEAL IMPACT represents and warrants to



the CLIENT that no employee providing Services at CLIENT’s Facility during normal school hours has been convicted in this state, the United States, or another state of (i) any sex offense subject to the Oklahoma Sex Offenders Registration Act or the Federal Sex Offender Registration and Notification Act, or (ii) the Oklahoma Mary Rippe Violent Crime Offenders Registration Act or similar laws of another state or (iii) any unparoled felony offense within the last 10 years.

10.11 Equal Opportunity Employment. IDEAL IMPACT and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex or national origin.

10.12 Counterparts. This CONTRACT may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one CONTRACT. To evidence the fact that it has executed this CONTRACT, a party may send a copy of its executed counterpart to the other party by electronic transmission (including, without limitation, via email or facsimile) and the signature transmitted by such transmission shall be deemed to be that party’s original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on this ____ day of _____, 2024.

IDEAL IMPACT:

CLIENT:

IDEAL IMPACT, INC.

INDEPENDENT SCHOOL DISTRICT NO. 40 OF CLEVELAND COUNTY, OKLAHOMA, A/K/A NOBLE PUBLIC SCHOOLS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION

A RESOLUTION REGARDING AN OKLAHOMA LEASE-PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING AN **ENERGY CONSERVATION PROJECT**.

WHEREAS, the Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools desires to enter into that certain Oklahoma Lease-Purchase Agreement dated as of November 11, 2024, by and between Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools and Ideal Impact, Inc., for the purpose of financing an "**Energy Conservation Project**". The Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools desires to designate the Superintendent as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 40 OF CLEVELAND COUNTY, OKLAHOMA, A/K/A NOBLE PUBLIC SCHOOLS:

Section 1. That the **Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools** enters into an Oklahoma Lease-Purchase Agreement with Ideal Impact, Inc. for the purpose of financing an "**Energy Conservation Project**".

Section 2. That the Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools will designate the Superintendent or the Superintendent designee, as an authorized signer of the Lease-Purchase Agreement No. «To Be Assigned» dated as of November 11, 2024, by and between the Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools and Ideal Impact, Inc. as well as any other ancillary exhibit, certificate, or documentation needed for the Agreement.

This Resolution has been PASSED upon Motion made by Board Member _____, seconded by Board Member _____ by a vote of _____ Ayes to _____ Nays and is effective this _____, 2024.

Lessee: Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools

Witness Signature

Leroy Lukinbill
Board President

James Reed
Board Secretary

OKLAHOMA LEASE-PURCHASE AGREEMENT

THIS OKLAHOMA LEASE-PURCHASE AGREEMENT No. «To Be Assigned» (hereafter referred to as "Agreement") dated as of November 11, 2024, by and between **Ideal Impact, Inc.**, a Texas corporation (herein referred to as "Lessor"), and **Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools**, a political subdivision or agency of the State of Oklahoma (hereinafter referred to as "Lessee") is entered into as a lease-purchase agreement pursuant to Oklahoma Statutes Title 62 § 430.1.

WITNESSETH: The Lessee has entered into that certain Energy Services Contract (the "Services Contract") with Lessor whereby Lessee has agreed to acquire from Lessor the personal property and related services that are more fully described on EXHIBIT A attached hereto (the "Property") from Lessor; and

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided herein, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim, or recoupment for any reason. This Agreement will become effective upon approval of the Agreement by the Board of the Lessee and upon execution hereof by Lessee and Lessor. The term of this Agreement will extend for the **Lessee's 2024-25, 2025-26, 2026-27, 2027-28, 2028-29, 2029-2030, 2030-31, 2031-32, 2032-33, and 2033-34 fiscal years** only if mutually ratified by Lessee and Lessor for each of those fiscal years. In accordance with 62 O. S. Section 430.1, continuation of this Agreement past the current **2024-25** fiscal year is dependent upon mutual ratification by Lessee and Lessor. All rights afforded under title 62 O. S. Section 430.1 of Oklahoma law are incorporated in this Agreement by reference. The Lessee agrees the Board of Education of Lessee will take action to ratify or not ratify this Agreement for the next ensuing fiscal year at its regular July meeting and to notify Lessor as to whether the Agreement is ratified or not ratified for the next ensuing fiscal year. The Lessor hereby ratifies the continuation of the Agreement through the fiscal year ending **June 30, 2034**. The Lessor and Lessee agree that under no circumstances will the Agreement be extended beyond the fiscal year ending **June 30, 2034**. Lessee will evidence its acceptance of the Property by executing and delivering to Lessor a form of a certificate of acceptance (hereinafter so called "Certificate of Acceptance") in the form provided by Lessor.

2. Non-Appropriation and Right of Termination. The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee, for the Lease Payments scheduled in such fiscal period, Lessor may terminate this Agreement. Lessee may terminate this Agreement by providing written notice of such termination to Lessor following its regular July Board meeting. Upon any such termination of this Agreement, all of Lessee's rights, title and interest in and its obligation under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made. If Lessee ratifies and renews this Agreement for a subsequent fiscal year, Lessee agrees to encumber the required funds to make the Lease Payments due hereunder at the first meeting of Lessee's Board in July of the then current fiscal year by approving an appropriate purchase order for this Agreement.

3. Taxes. Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Agreement. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Agreement, Lessee shall promptly reimburse Lessor therefor.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of, performance of, or expenditure of funds pursuant to this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future. Specifically, Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) Lessee's right to terminate this Agreement as specified in Sections 1 and 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State of Oklahoma.

(h) No lease, rental agreement, payment agreement or contract for purchase to which Lessee has been a party at

any time during the past ten (10) years has been terminated by Lessee as a result of non-ratification of renewal or insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(i) Lessee will pay the Lease Payment due by check, wire transfer, or ACH only.

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal. The Property shall be used solely in the conduct of the Lessee's operation of a public school district. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. No Maintenance by Lessor's Assigns. Lessor's assigns shall not be obligated to make any repairs or replacements and at its own expense, Lessee shall service, repair, and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor's assigns may, at its option, discharge such costs, expenses, and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications, or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days' notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property.

11. No Warranty By Lessor's Subsequent Assigns. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE LESSEE, NO SUBSEQUENT ASSIGNEE OF LESSOR WILL MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND LESSOR'S ASSIGNS ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Lessee without in any way excusing it from its obligations under this Agreement, and any subsequent assignee of Lessor shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Lessee, at its sole expense, upon prior written notice to any assignee of Lessor. Lessor's assigns may, but shall have no obligation whatsoever to participate in a claim on any warranty. Any recovery under such a warranty shall be made payable to Lessee and Lessor's assigns jointly.

12. Purchase Option/Payment. Upon payment in full of the purchase price as provided on Exhibit B (herein referred to as the "Project Fee"), the Property shall belong to the Lessee and the Lessor shall execute and deliver a Quit Claim Bill of Sale to the Lessee conveying the Property "as is", but free and clear of any lien, encumbrance, or security interest created or permitted and

not discharged by Lessor. The Lessee shall have an option to purchase the Property in whole but not in part, upon sixty (60) days written notice to Lessor by payment of the then applicable Project Fee Balance according to the attached Exhibit B.

13. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Section, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code.

(6) Under no circumstances shall Lessee be liable under this subsection (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

14. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 12 hereof, Lessee shall, upon any earlier termination hereof pursuant to the terms of this Agreement, surrender the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted.

15. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or (ii) sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment.

16. Personal Property. The Property is and shall at all times be and remain personal property.

17. Title. Lessor or its assignee will retain title to the Property during the lease term. Title to the Property will pass to Lessee upon (and only upon) Lessee's exercise of the purchase option provided in Section 12 hereof and the complete payment and performance by Lessee of all of Lessee's obligations under this Agreement, and in such case Lessor agrees to execute such instruments and do such things as Lessee reasonably requests in order to effectuate the passage of title to Lessee. In the event of a non-ratification, non-appropriation or Event of Default by Lessee, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence lack of Lessee's legal title to the Property and Lessee will peaceably surrender possession of the Property to Lessor.

18. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such

covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be.

19. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

20. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than nine (9) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures, and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

21. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property, and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property. Lessor may, for the purpose of inspection, at any reasonable time during regular business hours enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(c) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma.

(d) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered, or changed in any respect except by a written document signed by both Lessor and Lessee.

(e) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(f) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(g) All transportation charges, if any, shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(h) Use of the neutral gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(i) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(j) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, where permitted by this Agreement.

[Signature Page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in 2024.

THIS OBLIGATION IS A PRESENT OBLIGATION OF THE LESSEE TO MAKE PAYMENTS AS DESCRIBED ON EXHIBIT B WITHOUT REGARD INCLUDING, BUT NOT LIMITED TO, FEDERAL, STATE AND OTHER GRANTS, GIFTS, ETC.

Lessor: [Ideal Impact, Inc.](#)

Authorized Signature
1245 S Main Street, Ste. 140
Grapevine, TX 76051

Witness Signature: _____

Print Name: _____

Print Title: _____

Lessee: [Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools](#)

Frank Solomon, Superintendent
111 S. 4th Street
Noble, OK 73068

Witness Signature: _____

Print Name: _____

Print Title: _____

EXHIBIT A
DESCRIPTION OF PROPERTY

OKLAHOMA LEASE-PURCHASE AGREEMENT No. «To Be Assigned» THE "AGREEMENT")
BY AND BETWEEN

Lessor, **Ideal Impact, Inc.** and Lessee, **Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools**

Dated as of November 11, 2024

DESCRIPTION

ENERGY CONSERVATION PROJECT

- i) Install Pelican remotely accessible controllers on 354 HVAC units;
- ii) Install Pelican building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction and ramp times;
- iii) Improve economizer control on 196 tons of HVAC units;
- iv) Energy Optimization of 356 pieces of HVAC equipment by our mechanical team and improved optimizations settings of existing controllers;
- v) Implement IDEAL IMPACT CAMPUS OPTIMIZER (*Patent No. 11,137,730*) for 356 pieces of HVAC equipment, associated buildings, rooms, and zones, to optimize energy consumption, demand reduction, humidity reduction, and ramp times;
- vi) Weatherization of all buildings included in agreement

PROPERTY LOCATIONS:

District Wide
Noble, OK 73068

EXHIBIT B

OKLAHOMA LEASE-PURCHASE AGREEMENT

>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<
 OKLAHOMA LEASE-PURCHASE AGREEMENT No. **<<To Be Assigned>>** (THE "AGREEMENT")
 BY AND BETWEEN

Lessor: Ideal Impact, Inc. and Lessee: Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools
 Schedule dated as of **November 11, 2024**

PMT NO.	PMT DATE MO. DAY YR	MINIMUM LEASE PAYMENT	OPTION TO PURCHASE (Project Fee Balance)
1	5/4/2025	\$21,724.94	\$673,473.06
2	8/4/2025	\$21,724.94	\$651,748.12
3	11/4/2025	\$21,724.94	\$630,023.18
4	2/4/2026	\$21,724.94	\$608,298.24
5	5/4/2026	\$21,724.94	\$586,573.30
6	8/4/2026	\$21,724.94	\$564,848.36
7	11/4/2026	\$21,724.94	\$543,123.42
8	2/4/2027	\$21,724.94	\$521,398.48
9	5/4/2027	\$21,724.94	\$499,673.54
10	8/4/2027	\$21,724.94	\$477,948.60
11	11/4/2027	\$21,724.94	\$456,223.66
12	2/4/2028	\$21,724.94	\$434,498.72
13	5/4/2028	\$21,724.94	\$412,773.78
14	8/4/2028	\$21,724.94	\$391,048.84
15	11/4/2028	\$21,724.94	\$369,323.90
16	2/4/2029	\$21,724.94	\$347,598.96
17	5/4/2029	\$21,724.94	\$325,874.02
18	8/4/2029	\$21,724.94	\$304,149.08
19	11/4/2029	\$21,724.94	\$282,424.14
20	2/4/2030	\$21,724.94	\$260,699.20
21	5/4/2030	\$21,724.94	\$238,974.26
22	8/4/2030	\$21,724.94	\$217,249.32
23	11/4/2030	\$21,724.94	\$195,524.38
24	2/4/2031	\$21,724.94	\$173,799.44
25	5/4/2031	\$21,724.94	\$152,074.50
26	8/4/2031	\$21,724.94	\$130,349.56
27	11/4/2031	\$21,724.94	\$108,624.62
28	2/4/2032	\$21,724.94	\$86,899.68
29	5/4/2032	\$21,724.94	\$65,174.74
30	8/4/2032	\$21,724.94	\$43,449.80
31	11/4/2032	\$21,724.94	\$21,724.86
32	2/4/2033	\$21,724.86	\$0.00
Project Fee		\$695,198.00	

As set forth in the Services Agreement, Ideal Impact shall prepare an invoice for each quarter for any amount of the Project Fee that remains outstanding. Each invoice will include the amount of the Lease Payment due, calculated as set forth below, and the remaining Project Fee Balance (the "Option to Purchase Value").

Until the Lessee has paid a total Project Fee of **\$695,198.00** (the "Project Fee") the Lessee shall pay Ideal Impact, or its assigns, each quarter beginning **May 4, 2025** a Lease Payment equal to the greater of (a) 80% of the Energy Savings and Rebates (as those terms are defined in the Services Contract from the preceding quarter) or (b) the Minimum Payment Amount set forth on this Exhibit B. The Project Fee owed to Ideal Impact shall be reduced by the quarterly calculated 80% Energy Savings and Rebates amount, as described in (a) above, until the Project Fee is paid in full.

Note: the above Option to Purchase Values shall be adjusted upon receipt of any payment above the Minimum Lease Payment amount and the Option to Purchase Value shall reflect the then-current Project Fee Balance.

Accepted By Lessee:

Frank Solomon, Superintendent

INCUMBENCY AND ESSENTIAL USE CERTIFICATE

OKLAHOMA LEASE-PURCHASE AGREEMENT No. «To Be Assigned» (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Ideal Impact, Inc. and **Lessee, Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools**

Dated as of **November 11, 2024**

I, James Reed, do hereby certify that I am the duly elected or appointed and acting **Board Secretary** (Keeper of the Records), of **Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools**, a political subdivision or agency duly organized and existing under the laws of the State of **Oklahoma** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Oklahoma Payment Plan Agreement dated as of, November 11, 2024, between such entity and **Ideal Impact, Inc.**

Name

Title

Signature

Frank Solomon

Superintendent

IN WITNESS WHEREOF, I have duly executed this certificate hereto this ____ day of _____, **2024**.

By Lessee:

James Reed, Board Secretary

I, **Frank Solomon, Superintendent**, of **Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools** ("Lessee"), hereby certify that the Property, to be leased to the undersigned under the certain Lease Agreement, dated as of November 11, 2024 between such entity and **Ideal Impact, Inc.** ("Lessor"), will be used by the undersigned Lessee for the following purpose:

PRIMARY USE - Energy Conservation

The undersigned hereby represents that the use of the Property is essential to its proper, efficient, and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, **2024**.

By Lessee:

Frank Solomon, Superintendent

For Lessee: **Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools**

CERTIFICATE OF PROJECT KICKOFF

OKLAHOMA LEASE-PURCHASE AGREEMENT No. «To Be Assigned» (THE "AGREEMENT")
BY AND BETWEEN

Lessor, [Ideal Impact, Inc.](#) and Lessee, [Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools](#)

Dated as of [November 11, 2024](#)

1. **ACCEPTANCE OF PROJECT START:** In accordance with the Agreement and the related Services Contract, Lessee hereby certifies that the project has begun, and at least a portion of the services and/or Property described herein has been initiated, received, and accepted by Lessee. Accordingly, the Lessee agrees Lessor should be or will be paid in accordance with the Exhibit B whether all services or Property has been received or accepted yet.

By Lessee:

[Frank Solomon, Superintendent](#)

For Lessee: [Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools](#)

ACCEPTED on this the _____ day of _____, 2024

2. **PROPERTY:**

[ENERGY CONSERVATION PROJECT](#), see attached Exhibit A

3. **USE:** The primary use of the Property is as follows--

PRIMARY USE: [Energy Conservation](#)

4. **PROPERTY LOCATION:**

[District Wide](#)

CERTIFICATE OF FINAL ACCEPTANCE

OKLAHOMA LEASE-PURCHASE AGREEMENT No. «To Be Assigned» (THE "AGREEMENT")
BY AND BETWEEN

Lessor, [Ideal Impact, Inc.](#) and Lessee, [Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools](#)

Dated as of November 11, 2024

1. **ACCEPTANCE:** In accordance with the Agreement, Lessee hereby certifies that all of the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) had been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of this Agreement. Accordingly, the Lessee agrees Lessor should be or will be paid in accordance with the Exhibit B and the terms of the Agreement.

By Lessee:

[Frank Solomon, Superintendent](#)

For Lessee: [Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools](#)

ACCEPTED on this the _____ day of _____, 2024

2. **PROPERTY:**

[ENERGY CONSERVATION PROJECT](#), see attached Exhibit A

3. **USE:** The primary use of the Property is as follows--

PRIMARY USE: [Energy Conservation](#)

4. **PROPERTY LOCATION:**

[District Wide](#)

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed--

[Independent School District No. 40 of Cleveland County, Oklahoma, a/k/a Noble Public Schools](#)
Attn: TBD
PO Box 499
Noble, OK 73068

6. **INSURANCE:**

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Ideal Impact, or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee.

The following information is provided about insurance. (PLEASE FILL IN THE INFORMATION BELOW)

INSURANCE COMPANY/AGENT'S:

NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____ POLICY NUMBER: _____

