Lawton Public Schools Board of Education
Special Meeting
April 16, 2020 5:00 PM
Shoemaker Center Auditorium
753 NW Fort Sill Blvd

Lawton, Oklahoma 73507

AGENDA

The Board reserves the right to consider, take up and take action on any agenda item in any order, except as to items 1-4. The Board may discuss, make motions, and vote on all matters appearing on the agenda. Such vote may be to adopt, reject, table, reaffirm, rescind, or to take no action on any item. Any person with a disability who needs special accommodations to attend the Board of Education meeting should notify the Clerk of the Board at least 24 hours, to the extent possible, prior to the scheduled time of the Board meeting. The telephone number is 580-357-6900. At the time and place designated, the Board will consider and act upon the matters set out on the Agenda for this meeting as follows:

1. *Note: This meeting will include teleconferencing, but will have parties present at Shoemaker Education Center, 753 NW Fort Sill Blvd., Lawton, OK.
   Those present at remote locations by teleconferencing will be:
   - Carla Clodfelter, President
   - Patty Neuwirth, Vice-President
   - Kelly Edwards, Board Member
   - Mary Bradley, Member
   - Zeldon Rice, Member Designee, Area 5
2. Those present at Shoemaker Education Center will be:
   - Dr. Tom Thomas, Interim Superintendent
   - Chuck Wade, School Attorney
   - Kathy Bentley, Clerk of the Board
   - Denise Duffy, Minutes Clerk
3. Call to order
4. Roll Call to Establish Quorum
5. Action Item: Accept the resignation of Area 5 Board Member Kent Jester
6. Action Item: Appointment of Individual to complete the term of Area 5 Board Member Kent Jester
7. Oath of Office - Appointment for Area 5 Board Member
8. Special Guests/Special Recognition - Dr. Tom Thomas and Carla Clodfelter
9. Architect and Construction Manager at Risk Update
10. Departmental Reports
    a. Information Item: Update - Business Operations and Educational Services Reports

11. Report of the Interim Superintendent
    a. Action Item: Discussion and possible action regarding bids received for the sale of Taft.
    b. Ratification of emergency actions taken by Interim Superintendent Thomas
       Waiver - Policy DHAC (Staff Members and Social Networking Sites) and Policy DHAC-E (Staff Members and Social Networking Sites Parent/Guardian Notification and Permission Form)

    c. Superintendent's Announcement(s)
12. Consent Agenda
    (The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent agenda and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent agenda, i.e. minutes to be submitted for approval; purchase orders to be submitted for acceptance; financial report; proposed transfer of funds between activity accounts; and fund-raising event listings, may be examined at the Office of the Clerk of the Board of Education at the Shoemaker Center, 753 Fort Sill Blvd., Lawton, OK. An appointment to review records is requested.)
    a. Item(s) Removed from the Consent Agenda for Separate Action
    b. Approval of the Balance of the Consent Agenda
    c. Approval of the following Minutes:
        - March 10, 2020 Special Board Meeting (Tour of EMS)
        - March 10, 2020 Regular Board Meeting
        - April 1, 2020 Special Board Meeting
    d. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf
        1. Increase, Decrease and Issue Purchase Orders
        2. Emergency Approvals
        3. Gasoline Tabulation
        4. Bids/Quotes:
           HVAC Renovation - CMS
           Turf Replacement - Cameron Stadium
        5. Encumbrances/Partial Payments
    e. Report of the Comptroller - Lance Gibbs
        1. Treasurer's Report for the Month of March 2020
        2. Monthly Authorization to Invest
        3. Request for Increase/Decrease in Supplemental Appropriations
    f. Report of the Activity Fund Custodian - Nancy McQuaide
        1. Activity Fund Transfers, Expenditures, Establishments, and Amendments
        2. Out of State Travel : LHS Close Up Program to Washington, D.C., January 31 - February 5, 2021
    g. Report of the Clerk - Kathy Bentley
        1. Construction Related Contracts/Agreements
            A. Architects in Partnership LLC, Brockland HVAC Replacement

B. Crossland Construction Company, Change Order #5, Whittier Saferoom
C. Crossland Construction Company, Change Order #10, New EMS Construction
D. RCJ Construction, Inc., Change Order #3, MHS HVAC Renovation
E. Cavins Construction Group LLC, MHS Gym HVAC Renovation

2. Contracts / Agreements
   A. 403(b) Plan Document, language per IRS regulations, revised effective January 1, 2020
   B. Edmond Public Schools Contract for Athletic Contests, LHS Boys Basketball, December 10-12, 2020 (The Open Boys Basketball Tournament)
   C. Fidelity Communications, Contract for Service, telephone service to include new EMS
   D. Herff Jones Printing Agreement 2020-2021:
      EMS Yearbook
      TMS Yearbook
   E. Hilton Garden Inn Lawton Fort-Sill, MHS Student Council Homecoming, October 31, 2020
   F. Lifetouch Service Agreements 2020-2021:
      Central Middle School
      Eisenhower Middle School
      Almor West Elementary
      Carriage Hills Elementary
      Cleveland Elementary
      Edison Elementary
      Eisenhower Elementary
      Freedom Elementary
      Hugh Bish Elementary
      Learning Tree Academy
      Lincoln Elementary
      Pat Henry Elementary
      Pioneer Park Elementary
      Ridgecrest Elementary
      Sullivan Village Elementary
      Whittier Elementary
      Woodland Hills Elementary
   G. Moore High School 2021 John Nobles Basketball Tournament Contract, LHS Boys Basketball, January 21-23, 2021

13. Proposed Executive Session to Discuss [Authorized by 25 OKLA.STAT. Section 307 (B)(1)(3) of the Oklahoma Open Meeting Act]:
    Note: *The executive session will include teleconferencing as well as have parties present at the meeting sight of Shoemaker Education Center, as follows:*
    - *Carla Clodfelter, President*
    - *Patty Neuwirth, Vice-President*
    - *Kelly Edwards, Board Member*
    - *Mary Bradley, Member*
    - *Zeldon Rice, Member Designee, Area 5*

14. *Those present at Shoemaker Education Center will be:*
    - *Dr. Tom Thomas, Interim Superintendent*
    - *Chuck Wade, School Attorney*
    - *Denise Duffy, Minutes Clerk*

    a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Certified and Support Personnel Reports (posted with the Agenda).
    b. The appraisal of real property
15. Vote to Convene in Executive Session
16. Vote to Acknowledge Return to Open Session
17. Statement of Executive Session Minutes
18. Superintendent's Personnel Report / Items Discussed in Executive Session
    a. Approval of Certified and Support Personnel Reports
    b. Consideration and action, if any, regarding the appraisal of real property.
19. New Business - This refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 Sec. 311(A)(9)
20. The next regular board meeting date is Monday, May 4, 2020, at 5:00 p.m., in the Shoemaker Center Auditorium.
21. Setting New Board Meeting Dates
22. Board Announcements
23. Adjournment

Time of Posting: 3:30 p.m.
Date of Posting: May 14, 2021
Place of Posting: Foyer of Shoemaker Center, 753 NW Fort Sill Blvd.

Posted by: _____
Kevin Hime, Superintendent

To Ms. Clodfelter, President of the Board of Education of Lawton Public Schools

Ms. Clodfelter,

I respectfully request that the Board of Education of Lawton Public Schools accepts my resignation as the Area 5 representative effective April 16, 2020.

As you are aware, the date for the final elections for school board seats has been delayed until June 30, 2020. As such, I would legally hold the seat until the first board meeting after that date. Had the election not been delayed, Mr. Rice would have been sworn in at the April 16 board meeting. I see no advantage to the district in delaying this transition. It is, therefore, my hope that the board will accept my resignation and appoint Mr. Rice to serve out the rest of my term.

It has truly been an honor to serve the District for two terms. I leave knowing the District is in great hands with a very capable board for whom I have the highest regard.

Sincerely,

Kent Jester
Area 5 Member
Board of Education
Lawton Public Schools

Lawton Public Schools BOE Update for 4/16/2020

1715A New Eisenhower Middle School:

- Change Order #10 is on the agenda for approval at the 4/16/20 BOE meeting.
- Crossland has observed that even though commercial construction is allowed to continue as an essential service, the COVID-19 response is starting have the following effects on the project. We had a conference call with LPS on 3/27/20 and decided to begin tracking cost impacts against the $472,275.25 that we will have remaining in contingency after approval of Change Order #10. Crossland is working on pricing based on a scenario where the new building is not complete enough to move out of the old building until Fall Break 2020. As a contingency, demolition of the old building will not begin until the move can occur. We will share the pricing with LPS once it is available and continue to update as this unfolds.
    - Reduced labor due to subcontractor sick days or stay-at-home policies
    - Postponed finish material deliveries due to trucking routes
    - We are not yet seeing materials unavailable.

1715B Multiple Safe Room Buildings:

- The Final Application for Payment was submitted to LPS on 2/24/20.

1715C Whittier Safe Room:

- Change Order #5 is on the agenda for 4/16/20 that returns the unused portions of allowances and contingency to the Owner.

1715D Eisenhower Middle School Furniture:

- To coordinate with the revised construction schedule, furniture delivery has been pushed out to July 20, 2020.

1901 Food Service Warehouse Freezer & Refrigerator Replacement:

- The exterior door has been relocated, recessed slabs have been poured, freezer and cooler panels have been erected, and the sanitary sewer connection is in progress.

1903B&C Carriage Hills & Crosby Park Gym Repair:

- No update to report at this time

1911 MacArthur High School Auditorium, Gym & Admin HVAC:

- Structural reinforcement of the auditorium equipment penthouse has begun and ductwork connections are in progress there.
- The stage area is complete.
- Brick has been selected for the screen wall to match the latest existing building addition.
- Change Order #3 is on the agenda for 4/16 to use contingency to extend the height of the screen wall to coordinate with additional height of curb below the unit.

1911B MacArthur High School Gym HVAC:

- AIP has submitted Cavin's signed contract for Board approval at the 4/16/20 meeting

3220 MARSHALL AVENUE
NORMAN, OK 73072
OFFICE: 405.360.1300
FAX: 405.360.1431

1914 Central Middle School HVAC Repair:

- Second Bid Opening: 3/26/20
- AIP recommends accepting the low bid from Hunter Mechanical.

1916 Cameron Stadium Field Turf Replacement:

- Second Bid Opening: 3/26/20
- AIP is vetting bids. A recommendation will be sent in a separate email.

1917 Lawton High School Entry Vestibule:

- No update to report at this time

1918 Douglas Learning Center Window Replacement:

- No update to report at this time

2002 MHS Gym Foyer & Locker Room, Pat Henry, Woodland Hills & Food Service Warehouse Reroofs:

- Bid advertisement: 3/26/20
- Pre-bid Conference: 4/6/20
- Bid Opening is scheduled for 4/16/20.

2003 Ron Stephens Stadium Wall Repair:

- Survey was received on 3/27/20. AIP is coordinating the design schedule with engineer.

2004 Lawton High School Gym & Auditorium HVAC:

- Bid advertisement: 3/26/20
- Pre-bid Conference: 4/3/20
- Bid Opening is scheduled for 4/16/20.

2005 Tomlinson Middle School Gym HVAC:

- Bid advertisement: 3/26/20
- Pre-bid Conference: 4/3/20
- Bid Opening is scheduled for 4/16/20.

AIP is developing a proposal for the following:

- MacArthur Middle School entrance drainage and secure vestibule
- Brockland HVAC renovation for summer 2020

3220 MARSHALL AVENUE
NORMAN, OK 73072
OFFICE: 405.360.1300
FAX: 405.360.1431

Project: LPS Eisenhower Middle School
Date: 16 April 2020

CROSSLAND
CONSTRUCTION COMPANY, INC.

408 NE 145th Place
Oklahoma City, OK 73013
tel 405.748.5043
fax 405.748.7214

Subject: Eisenhower Middle School update

1. The overall project is about 80%.
2. Recently completed work
   a. Finished all the lockers on the 1st floor Classrooms and the athletic lockers in the gym's / wrestling room.
   b. Cabinets and countertop installation completed in 1st floor Area B / C and 2nd floor Area C.
   c. Laboratory case work in the 1st and 2nd floor labs
   d. Glazing Curtain-wall system on East Side.
   e. Gore Blvd. median work
   f. Flooring installation in 1st floor Area B / C and 2nd floor Area C classrooms
3. On-going work
   a. Cabinet and countertop installation on 2nd floor Area B.
   b. HVAC ductwork in the Kitchen, Administration offices, Music/Band/Fine arts, and Cafeteria
   c. Overhead door installation.
   d. Glazing in Admin offices.
   e. Flooring installation in 2st floor Area B classrooms.
   f. Sidewalks and maintenance strip around the school.
   g. Electrical rough-in at Admin, 2nd floor B, Kitchen, and Fine Arts
   h. Wood Gym flooring in Area C Gymnasium started 4/6/20.
   i. Hydronic piping and Fire Suppression piping has started in the Auditorium.
4. Up-coming work
   a. Concrete entrances on East side off Gore Blvd. (bus loop and parking lot).
   b. Courtyard concrete
   c. Plumbing fixture installation on 1st floor B and C.

We are working to gather information from all the suppliers and how deliveries are being affected, due to COVID-19. We still have an active construction site and are working to maintain a safe place for everyone to work. As it sits right now, we are experiencing delays in production due to a drop-in labor forces. We are monitoring daily and are working to get everything completed, that we can, but also avoiding any potential re-work.

If there are any questions or concerns regarding the letter please contact me at (405) 748-5043 or by e-mail at jjacox@crossland.com

Thanks,
Joshua Jacox
Project Manager
Crossland Construction Company Inc.

BUSINESS OPERATIONS
Board Meeting Update
April 16, 2020

Paula Diehl – Payroll

- Processing payrolls for all employees to include extended leave for the cessation – COVID-19.
- Preparing/Submitting Employer Retirement Verifications as needed for end of FY20.
- Processing 1st QTR - 941 Report & Schedule B, Unemployment Report, State Report.
- Finalizing the IRS 403(b) Approved Document Restatement w/ NBS services.

Jean Hastings – Personnel

- Corresponding with applicant's information on our hiring process
- Sending Reasonable Assurance Letters to all less than 12-month employees.
- Working on Contract Calendar for next year

Daniel Ghrayyeb - Child Nutrition

- Child Nutrition is preparing an average of 6,400 meals per day, which includes breakfast and lunch.
- Special arrangements have been made for the long Easter weekend which contains six meals with the components for three days. It will include two frozen meals with instructions to follow for a good meal.
- Approximately 95 Child Nutrition employees are working at this time to ensure our LPS students do not go hungry during these stressful times.

AJ Watson - Information Technology

- Remote technicians are working from 7 a.m. to 6 p.m. to answer questions and help teachers with their online classrooms. In addition, technician trainers, programmers, and software support technicians are working remotely or in the building to be on call when needed.
- Two technicians are working at the Media Center each day from 7 a.m. to 4 p.m. to assist teachers and those employees working from home when problems arise.
- Everything has been set in place for teachers to use Google Meet and Google Classroom to help carry on the school year for our students.
- Some technology repairs are being done at the schools by technicians and employee laptops are being repaired when dropped off at the Media Center.
- All CDC guidelines are being followed by employees while working during this time.

Dave McDermott – Media Operations

- Printed 10,000 plus distance learning packets for grades T-1 through 8th grade.
- Mailed approximately 300 special education distance learning packets.
- Receiving, processing, and delivering all the packages for the entire district from UPS, FedEx, and US Postal Service as well as school intra-district mail.

Jack Hanna – Facilities Operations/Maintenance

- Window vents are being painted for all safe rooms to avoid the vandalism that has been happening to the windows in the safe room classrooms. Once this is completed they will be installed by our LPS maintenance team.
- Painters will start working at Brockland to enable the Special Services department to move into the building.

- Grounds crew is working vigilantly at all facilities to keep grass mowed and weeded.
- All custodians are reporting to assigned buildings on a split shift schedule to perform essential obligations to maintain a level of standards according to LPS guidelines.

Transportation – Chad Boggs

- Approximately 15 drivers are helping distribute school breakfasts and lunch for Child Nutrition.
- The office crew is working according to district guidelines at Transportation.
- The custodian and mechanics are working as needed.

EDUCATIONAL SERVICES
Board Meeting Update
April 16, 2020

Brenda Hatch – Elementary Ed. / Professional Development
Rick Owens – Secondary Education
Karen Cooksey – Elementary Education
Donna Catlin – Elementary Ed. / Early Childhood
Carol McPhail – Middle Schools
Teresa Jackson – High Schools
Chris Sharkey – Special Services

- Conducting frequent virtual meetings with principals to provide information and training on how to access and schedule staff virtual meetings
- Providing elementary/Secondary principals with weekly expectations guidance for them and their staff
- Organizing and delivering distance learning packets and supplies to all elementary/Secondary schools
- Answering and redirecting parent phone calls to help them connect to teachers and principals
- Continue to emphasize Social/Emotional connections as well as Enrichment and Review

Mark Mattingly – Student Services

- Expand career readiness opportunities for Lawton Public Schools students
- Utilize technology to consolidate and maximize efficiency and services
- Communicate districtwide to improve attendance procedures

Teresa Donahue – Federal Programs

- Providing guidance and individual phone calls about Distance Learning to all federally funded employees
- Providing guidance, templates and communicating the need for Time & Effort documentation for all federally funded employees.
- Maintaining the financial operations of all federal grants

LAWTON PUBLIC SCHOOLS

DR. TOM THOMAS
Interim Superintendent
tom.thomas@lawtonps.org

Emergency Waiver April 6, 2020
Policy DHAC/DHAC-E

Given the need to deliver Distance Education because of the school closure necessitated by COVID-19, on behalf the Board, I am waiving the policy requirement that ***"all e-contacts with students shall be through the district's computer and telephone system"*** (DHAC 1b) and the requirement to use a completed Parent Notification and Permission Form (DHAC-E) for the duration of the 2019-2020 school year.

This waiver only applies to teachers, administrators and support staff involved in the delivery of the district's approved Distance Learning plan. All other restrictions and requirements of policy DHAC shall remain in force.

Sincerely,

Tom Thomas

Dr. Tom Thomas

P.O. Box 1009 | 753 Fort Sill Boulevard | Lawton, Oklahoma 73502-1009
580.357.6900 | Fax 580.585.6319

STAFF MEMBERS AND SOCIAL NETWORKING SITES

The Superintendent, or designees and appropriate building staff, will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the online, digital world as well as in person. Employees must conduct themselves in ways that do not distract from or disrupt the educational process or create conflicts of interest for themselves or their employer. Employees should be mindful of blurring their personal and professional lives when administering or participating in social media. The following reminders will give special emphasis to the following prohibited behaviors:

1. Improper fraternization with students using Facebook and similar internet sites or social networks, or via cell phone, texting or telephone.
   a. Employees may not list current LPS students as "friends" on networking sites.
   b. All e-contacts with students shall be through the district's computer and telephone system.
   c. All contacts and messages by coaches with team members shall be sent to all team members, except messages involving medical or academic privacy matters, in which case the messages will be copied to the athletic director and the school principal.
   d. Employees will not give out their private cell phone or home phone numbers to students without prior written approval of the District and the parent of the minor student.
   e. Improper private contact via e-mail, phone, or social network is prohibited.

2. Inappropriateness of posting items with sexual content.

3. Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol.

4. Rules and terms of the "Support Personnel Suspension, Demotion or Termination" and other areas of the employee handbook extend to conduct on Web 2.0 services and networks, such as the punishable offense of "making or publishing false, vicious, or malicious statements concerning any employee, supervisor, student, board member, or the district". Employees should be especially mindful of already established standards within the Internet-User Agreements.

5. Only designated spokespersons for Lawton Public Schools shall make any official online postings of or
   about controversial topics involving Lawton Public Schools or its students, or engage in any online discussions about its policies or procedures.

6. Monitoring and penalties for improper use of district computers and technology.

7. Lawton Public Schools employees will never use their work email account in conjunction with a personal social networking account.

8. Lawton Public Schools employees shall not disclose information about pending cases or ongoing investigations involving his or herself, other employees or students.

STAFF MEMBERS AND SOCIAL NETWORKING SITES (cont.)

When inappropriate use of computers and websites is discovered, the Superintendent or designees and the appropriate building staff, will download the offensive material and promptly bring that misconduct to the attention of the school district's legal counsel for review.

Employees who engage in any of the above referenced prohibited behaviors are subject to the possibility of penalties, including dismissal from employment, for failure to exercise good judgment in online conduct.

Employees may obtain specific written permission from a parent or guardian to make contact for instruction and school related activities only using "STAFF MEMBERS AND SOCIAL NETWORKING SITES: Parent/Guardian Notification and Permission Form DHAC-E.

STAFF MEMBERS AND SOCIAL NETWORKING SITES

Parent/Guardian Notification and Permission Form

Dear Parent/Guardian:

At the beginning of this school year we are sending notice that our staff has been directed not to communicate with students via telephone, email, instant message, or Internet website without specific written permission from a parent or guardian. Attached please find a permission form that you may utilize to grant permission for school employees to contact your child outside school hours. Please feel free to contact school administration regarding any violation of this policy.

Sincerely,

Administration

FORM

I, _____ authorize Lawton Public Schools to communicate with my child, _____, outside of school for issues related to instruction and school related activities.

____**I approve communications through home telephone, cell phone, and email.**

____**I do not authorize Lawton Public Schools or its staff to communicate with my child outside school.** Please contact me to relay information to my child.

Dated this _____ day of _____, 20____.

_____

Parent/Guardian

Minutes of the Lawton Public Schools
Board of Education Special Meeting
Held on Tuesday, March 10, 2020

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Tuesday, March 10, 2020 at 3:30 PM in Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

CALL TO ORDER AND ROLL CALL

Carla Clodfelter, President, called the meeting to order. Roll call indicated the following board members were present:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Kent Jester

*Col. Don King, Ex-Officio, was absent

Motion Passed: A motion to recess the meeting was made at 3:31 p.m. by Patty Neuwirth and a second by Kelly Edwards so the board could travel to the new Eisenhower Middle School and tour the construction site. They were transported on a district mini bus. Members of district administration and a few members of the Bond Oversight Committee also participated in the tour. The board returned to Shoemaker Center at 4:45 p.m.

I, the undersigned clerk of the Board of Education of Lawton Public Schools, District I-8, Comanche County, Oklahoma, do hereby certify that prior notice of this meeting was given to the County Clerk of Comanche County, Oklahoma, listing the time, place, and date of the meeting. I also certify that at least 24 hours prior to the meeting, notice of the time and place and the agenda were posted in prominent view of the location of the meeting and in all respects Title 25, O.S. (Supp.) both inclusive, have been complied with fully.

Witness my hand and seal of the school district this_____day of___, 2020.

School Seal:

_____
Kathy Bentley, Clerk of the Board

_____
Denise Duffy, Minutes Clerk

_____
Carla Clodfelter, President

Minutes of the Lawton Public Schools
Board of Education Regular Meeting
Held on Tuesday, March 10, 2020

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Tuesday, March 10, 2020 at 5:00 PM in Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Carla Clodfelter, President, called the meeting to order. Interim Superintendent Dr. Tom Thomas led the flag salute. Roll call indicated the following board members were present:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Kent Jester
Col. Don King, Ex-Officio

SPECIAL GUESTS/SPECIAL RECOGNITION

LPS Ex-Officio Board Member and Fort Sill's Garrison Commander, Col. Don King, presented two LPS staff members with "Team Sill Excellence in Education" awards for 2019:

- JoAnne Gaasbeck, Woodland Hills Library Assistant - Outstanding Support Personnel
- Kimberly Jones, MacArthur High School Teacher - Outstanding Educator

Selections were made from a pool of nominees from seven area schools, with 8 LPS staff members nominated for this year's award. Nominations were evaluated on four areas of criteria - service to military children and/or families, leadership, initiative and willingness to go above and beyond standards.

The other LPS nominees were also recognized and presented certificates signed by Fort Sill's Commanding General Wilson Shoffner:

Christa Bear, Woodland Hills Elementary
Janet Hamilton, Whittier Elementary
Dr. Jennie Hanna, MacArthur High School
Mary Leach, Hugh Bish Elementary
Sherene Williams, Douglass Learning Center
David Hornbeck, LPS Police Chief

Carla Clodfelter presented Board Member Kent Jester with a farewell gift from Lawton Public Schools, recognizing him for 10 years of service to the Lawton Board of Education. A small reception was provided as well.

ARCHITECT AND CONSTRUCTION MANAGER AT RISK UPDATE

Architect Cory Miller of Architects in Partnership, presented the following updates on the Eisenhower Middle School and safe room construction projects as well as other miscellaneous projects around the district:

- Food Service Warehouse Freezer & Refrigerator Replacement - Under slab drainage piping has been completed. The balance of the backfill, recessed concrete slab, and door relocation are next.
- MHS Auditorium, Gym & Admin HVAC - Structural reinforcement of the auditorium equipment penthouse is in progress.
- MHS Gym HVAC – Bids opening was held 2/13/20, AIP recommends accepting the low bid of $380,000 from Cavins Construction Group
- CMS HVAC Repair - Pre-Bid Conference 2/28/20, bid opening has been rescheduled for 3/26/20 due to Addendum release on 3/9/20.
- Cameron Stadium Field Turf Replacement – First bid opening 2/13/20. AIP recommends rejecting all bids and rebidding the project because it was decided to omit the drainage board. The change to the contract sum would exceed the statutory limit for change orders. Advertisement for re-bid took place 3/4/20, a second pre-bid conference is scheduled for 3/12/20 with a second bid opening scheduled for 3/26/20.
- Douglass Learning Center Window Replacement - 65% Design Review was held 2/27/20. The Fire Marshal directive requiring classroom rescue windows will increase the cost. It was decided to investigate the cost and construction phasing for the remaining HVAC improvements. the design schedule will be revised to coordinate with the new scope.
- MHS Gym Foyer & Locker Room, Pat Henry, Woodland Hills & Food Service Warehouse Reroofs - 65% Design Review was held 2/27/20. The City of Lawton confirmed that the Pat Henry skylights must be upgraded to provide fall protection. Bid advertisement has been postponed until 3/19/20.
- Ron Stephens Stadium Wall Repair - Geotechnical Investigation Report has been received. Schedule is pending delivery of survey.
- LHS Gym & Auditorium HVAC - 65% Design Review 2/27/20. Bid advertisement planned for 3/26/20.
- TMS Gym HVAC - 65% Design Review 2/27/20. Bid advertisement planned for 3/26/20.
- New Projects: MMS - the entrance drainage and secure vestibule renovation.

Joshua Jacox of Crossland Construction was also in attendance, but board members had no questions of him following a tour of the new EMS facility that took place prior to the board meeting. Board members thanked Mr. Miller and Mr. Jacox for the tour. He noted a few items will be taken care of at Whittier Elementary during Spring Break, i.e. addition of gravel, etc. which he noted will finalize that safe room project.

DEPARTMENTAL REPORTS

As an information item, updated reports from Business Operations and Educational Services were provided to the board, sharing both recent and pending activities in their departments, ensuring board members stay informed about the district functions and initiatives.

Eric Bledsoe, Certified Public Accountant of the Sanders, Bledsoe & Hewitt firm, presented the board with an overview of the Financial Statements and Independent Auditor's Reports dated June 30, 2019. *(See Exhibit A)*

He noted the following:

- Budgeted revenue collections - $113,789,996, actual amounts - $120,865,402
- Budgeted Expenditures - $132,076,305, actual amounts $124,666,576

- Cash fund balance, beginning of the year - $18,009,398, actual $14,536,283 (12% carryover)

He commended Comptroller Lance Gibbs and consultant Diane Branstetter and LPS staff for their assistance and professionalism in getting the audit completed. Board members shared their appreciation to the staff as well.

Motion Passed: Approval of the FY19 audit as presented passed with a motion by Patty Neuwirth and a second by Mary Bradley. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

LPS Comptroller, Lance Gibbs, presented the following proposed summer 2020 programs and budgets for approval:

- Summer Maintenance (Weed Crew), Project #136, May 1 - August 31, 2020
- Special Education Extended School Year (ESY) - Project #136/535, 3-day week, 5 hours each day, June 2-18, 2020
- Title 1 Extended School Year - Project #511, 5-day week, May 26-28, June 1-26, 2020, 4 hours each day
- Title III Extended School Year, Project #572, 4 days week, 5.75 hours per day, June 1-30, 2020
- Summer Meal Programs

Motion Passed: Approval of proposed summer 2020 programs and budgets passed with a motion by Kent Jester and a second by Kelly Edwards. Roll call was:

Kelly Edwards	Yes
Mary Bradley	Yes
Patty Neuwirth	Yes
Kent Jester	Yes
Carla Clodfelter	Yes

Executive Director of Human Resources, Jean Hastings, presented proposed revisions to the following policies:

Policy CFDA - Asset Capitalization and Depreciation, updates align with recent changes in state law and the addition of the "Fixed Asset Policies and Procedures Manual" with the policy.
Policy FFA - Health: Students - Procedures for Communicable Diseases, updating and aligning with current practices.

Motion Passed: Approval of revisions to both policies passed with a motion by Patty Neuwirth and a second by Kelly Edwards. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes

Kent Jester	Yes
Patty Neuwirth	Yes

REPORT OF THE INTERIM SUPERINTENDENT

There were no items reported by Interim Superintendent Dr. Thomas.

SUPERINTENDENT'S ANNOUNCEMENT(S)

- Professional Development/In-Service Day – Friday, March 13 (No school for students)
- Spring Break – March 16-20
- Annual Sodexo "Future Chef" culinary competition – Thursday, March 12, 4:00 p.m. LHS cafeteria

CONSENT AGENDA

Motion Passed: Approval of the Consent Agenda as presented passed with a motion by Kent Jester and a second by Patty Neuwirth. Roll call was:

Kelly Edwards	Yes
Mary Bradley	Yes
Patty Neuwirth	Yes
Kent Jester	Yes
Carla Clodfelter	Yes

EXECUTIVE SESSION

Motion Passed: Motion to convene in executive session to discuss the following passed with a motion by Patty Neuwirth and a second by Kelly Edwards:

- The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Certified and Support Personnel Reports.
- Elementary Principal(s)
- Director of Operations
- Director of Staff Development
- Assistant Superintendent of Human Resources
- Assistant Superintendent of Educational Services
- Chief Financial Officer
- The purchase or appraisal of real property

The time was 5:40 p.m. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

Motion Passed: Motion to acknowledge return to open session passed with a motion by Kent Jester and a second by Mary Bradley. The time was 6:20 p.m. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

STATEMENT OF EXECUTIVE SESSION MINUTES

Statement of Executive Session Minutes

The Board of Education went into executive session at 5:40 p.m.

Members present included:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Kent Jester

Others present included:
Dr. Tom Thomas, Interim Superintendent
Dr. Ken Baden, Interim Chief Operating Officer
Chuck Wade, LPS School Attorney
Brenda Hatch, Executive Director of Elementary Education, left at 5:53 p.m.

Items discussed included:

- The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Certified and Support Personnel Reports.
- Elementary Principal(s)
- Director of Operations
- Director of Staff Development
- Assistant Superintendent of Human Resources
- Assistant Superintendent of Educational Services
- Chief Financial Officer
- The purchase or appraisal of real property

During the executive session, the board discussed these items and no other items, and no action was taken. The board returned to open session at 6:20 p.m.

This constitutes the minutes of the executive session.

SUPERINTENDENT'S PERSONNEL REPORT / ITEMS DISCUSSED IN EXECUTIVE SESSION

Motion Passed: Approval of the Certified and Support Personnel Reports passed with a motion by Patty Neuwirth and a second by Mary Bradley. Roll call was:

Mary Bradley	Yes

Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

Motion Passed: Approval of the employment of the following **Elementary Principals for the 2020-2021** school year passed with a motion by Kelly Edwards and a second by Kent Jester:

Shelby Carpenter, currently Assistant Principal at Sullivan Village Elementary
Hailey Crow, currently Assistant Principal at Freedom Elementary

Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

Motion Passed: Approval of the employment of **Jack Hanna for the Director of Operations** for FY20 passed with a motion by Kent Jester and a second by Patty Neuwirth. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

Motion Passed: Approval of the employment of **Stephanie Hime** for **Director of Staff Development** for FY21 with a contract to begin in June 2020 prior to the start of the 2020-2021 school year passed with a motion by Kelly Edwards and a second by Patty Neuwirth. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

Motion Passed: Approval of the employment of **Dr. Jason James** for **Assistant Superintendent of Human Resources** for FY21 with a contract to begin in June 2020 passed with a motion by Kelly Edwards and a second by Patty Neuwirth. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

Motion Passed: Approval of employment of **Rick Owens** as the **Assistant Superintendent of Educational Services** for FY21 passed with a motion by Kelly Edwards and a second by Mary Bradley. Roll call was:

Mary Bradley	Yes

Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

Motion Passed: Approval of employment of Lance **Gibbs** as **Chief Financial Officer** for FY21 passed with a motion by Kent Jester and a second by Kelly Edwards. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

There was no action regarding the purchase or appraisal of real property.

NEW BUSINESS

There was no new business.

SETTING NEW BOARD MEETING DATES

The next regular board meeting date is Thursday, April 16, 2020, at 5:00 p.m., in the Shoemaker Center Auditorium.

BOARD ANNOUNCEMENTS

There were no board announcements.

ADJOURNMENT

Motion Passed: Motion to adjourn the meeting passed with a motion by Kent Jester and a second by Patty Neuwirth. The time was 6:30 p.m. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

I, the undersigned clerk of the Board of Education of Lawton Public Schools, District I-8, Comanche County, Oklahoma, do hereby certify that prior notice of this meeting was given to the County Clerk of Comanche County, Oklahoma, listing the time, place, and date of the meeting. I also certify that at least 24 hours prior to the meeting, notice of the time and place and the agenda were posted in prominent view of the location of the meeting and in all respects Title 25, O.S. (Supp.) both inclusive, have been complied with fully.

Witness my hand and seal of the school district this_____day of _____, 2020.

School Seal:

_____
Kathy Bentley, Clerk of the Board

_____
Denise Duffy, Minutes Clerk

_____
Carla Clodfelter, President

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8
COMANCHE COUNTY, OKLAHOMA

FINANCIAL STATEMENTS
AND INDEPENDENT AUDITOR'S REPORTS

JUNE 30, 2019

Audited by

SANDERS, BLEDSOE & HEWETT
CERTIFIED PUBLIC ACCOUNTANTS, LLP

BROKEN ARROW, OK

Exhibit A

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8
COMANCHE COUNTY, OKLAHOMA
JUNE 30, 2019

BOARD OF EDUCATION

President

Carla Clodfelter

Vice-President

Patty Neuwirth

Members

Mary Bradley

Kelly Edwards

Kent Jester

Military Representative

Col. Don King

Clerk of Board

Kathy Bentley

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8
COMANCHE COUNTY, OKLAHOMA
JUNE 30, 2019

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SANDERS, BLEDSOE & HEWETT
CERTIFIED PUBLIC ACCOUNTANTS, LLP

Stephen H. Sanders, CPA (ret.)
Eric M. Bledsoe, CPA
Jeffrey D. Hewett, CPA
Christopher P. Gullekson, CPA

P.O. BOX 1310 • 101 N. MAIN ST.• BROKEN ARROW, OK 74013 • (918) 449-9991 • (800) 522-3831 • FAX (918) 449-9779

INDEPENDENT AUDITOR'S REPORT

The Honorable Board of Education
Lawton Independent School District No. 8,
Lawton, Comanche County, Oklahoma

Report on the Financial Statements

We have audited the accompanying regulatory basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Lawton Independent School District No. 8, Comanche County, Oklahoma as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of Oklahoma State Department of Education described in Note 1; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial records in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles

As described in Note 1, the financial statements are prepared by Lawton Independent School District No. 8, Comanche County, Oklahoma on the basis of the financial reporting provisions of the Oklahoma State Department of Education, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of the Oklahoma State Department of Education.

The effects on the financial statements of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because the significance of the matter discussed in the "Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles" paragraph, the financial statements referred to above do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of Lawton Independent School District No. 8, Comanche County, Oklahoma, as of June 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective regulatory basis financial position of the governmental activities, each major fund and the aggregate remaining fund information of the Lawton Independent School District No. 8, Comanche County, Oklahoma, as of June 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended, in accordance with the financial reporting provisions of Oklahoma State Department of Education as described in Note 1.

Other Matters

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Lawton Independent School District No. 8, Comanche County, Oklahoma's basic financial statements. The management discussion and analysis, budgetary comparison schedules, combining nonmajor fund financial statements, and statement changes in activity fund subaccounts, are presented for purposes of additional analysis and are not required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* and is also not a required part of the basic financial statements.

The combining nonmajor fund financial fund financial statements, statement of changes in activity fund sub-accounts and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

In our opinion, this information is fairly stated in all material respects in relation to the financial statements as a whole.

The Oklahoma Department of Education requires management discussion and analysis, budgetary information and the statement of statutory fidelity and honesty bonds be presented to supplement the financial statements. Such information, although not considered part of the basic financial statements, is required by the Oklahoma Department of Education, who considers it an essential part of the financial reporting. We have applied certain limited procedures to this supplemental information which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting required by Government Auditing Standards

In accordance with *Government Auditing Standards,* we have also issued our report dated February 20, 2020, on our consideration of the Lawton Independent School District No. 8, Comanche County, Oklahoma internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Lawton Independent School District No. 8, Comanche County, Oklahoma internal control over financial reporting and compliance.

Sanders, Bledsoe & Hewett

Sanders, Bledsoe & Hewett
Certified Public Accountants, LLP

February 20, 2020

Lawton Independent School District No. I-8
Comanche County, Oklahoma

Management's Discussion and Analysis (unaudited)
For the Fiscal Year Ending June 30, 2019

Introduction

The discussion and analysis of Lawton Public Schools (the District) financial performance provides an overall review of district financial activities for the fiscal year ended June 30, 2019. The intent of this discussion is to convey relevant facts and commentary regarding the financial performance of the organization for the reporting period. A thorough examination of the financial statements and thoughtful reading of the related notes to those statements will aid in evaluating the financial position of the District.

The financial highlights of Fiscal Years 2018 and 2019 and a comparative analysis of financial information from those years is presented to aid the reader in a more meaningful understanding of the District's financial performance for Fiscal Year 2019.

Financial Highlights

- *Fiscal Year 2019 operations generated significant budget activity for the General Fund. Current information is presented alongside that of Fiscal Year 2018 and Fiscal Year 2019 to illustrate changes in General Fund balance. All years are presented on the modified accrual basis of accounting.*

	Beg Balance	***Revenue***	***Expenses***	***End Balance***
FY2017	$12,498,342	$112,381,447	$108,022,780	$16,857,009
FY2018	$16,857,009	$110,543,004	$109,390,614	$18,009,399
FY2019	$18,009,399	$121,193,462	$124,666,577	$14,536,284

- *The 2019 school year included the fifth year of a five year Municipal Tax Fund (2015), passed by the voters on August 26, 2014 for $12,500,000 be used for Building Repairs/Renovations, Windows, HVAC, Roofs, Grounds Repairs/Renovations, and District Vehicles.*

- *The 2019 school year also included the sixth year of a ten year Bond Fund (2014), passed by the voters on April 1, 2014 for $21,610,000 to be used for Building Repairs/Renovations to include constructing, equipping, repairing, and remodeling of sites, Furniture, Fixtures, and Equipment. It was also approved for $$7,150,000 to be used for Transportation Equipment.*

- *The 2019 school year also in the second year of a ten year Bond Fund (2017), passed by the voters on November 14, 2017 for $99,500,000 to be used for the construction of Eisenhower*

Middle School, Safe Rooms, Student Technology, Classroom Technology, General Education, Program Equipment, Furniture, Auditoriums, Athletics, Tracks, and Maintenance.

- *The construction of Freedom Elementary funded by the City Sales Tax and a Department of Defense grant began during the final part 2012-2013 school year. At the end of 2018-2019, the project was completed with Silver LEED certification.*

- *Net Assessed valuation amounts and growth rates are presented below. Prospects for continued growth in local revenues appear to be good. Net Assessed valuation provides the basis for the calculation of county Ad Valorem (property) taxes that are distributed to the District each year. The benefit of this growth impacts both the general and building funds.*

Year	*Net Assessed Valuation*	*Growth*
2017	$428,788,793.00	1.4%
2018	$431,291,108.00	0.6%
2019	$430,288,210.00	-0.2%

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction of the District's basic financial statements. These statements are organized so the user can understand the Lawton School District as a financial whole. The District's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements. *The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.*

The statement of net assets represents information on all of the District's assets and liabilities, with the difference between assets and liabilities reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the District's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods (e.g. uncollected taxes and earned but unused vacation leave).

The governmental activities of the District include regular and special education, transportation and administration and include the child nutrition program. The government-wide financial statements can be found on pages 14-15 of this report.

***Fund Financial Statements**. A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund account to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.*

***Governmental funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of expendable resources, as well as on balances of spending, resources available at the end of the fiscal year. Such information may be useful in evaluating the District near-term financing requirements. Most of the District's basic services are included here, such as regular and special education, transportation, administration, and the child nutrition program. Property taxes, federal and state grants, and state aid formula finance most of these activities.*

Because of focus of government funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for government funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the government fund balance sheet and the government fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains seven individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the government fund statement of revenues, expenditures, and changes in fund balances for the general fund (11), sinking fund (41), building fund (21), and two municipal tax funds (25, 26), three bond funds (31, 32, 33), one lease revenue (34), all of which are considered to be major funds. Data from the other four governmental funds are combined into a single, aggregated presentation which includes the student activity (60) and the three trust funds endowment (50), gifts (81), workers comp (83).

The District adopts an annual appropriated budget for its general and building funds. A budgetary comparison statement has been provided for the general fund and building fund to demonstrate compliance with its budget.

The basic governmental fund financial statements can be found on pages 16 -17 and a reconciliation of the government wide totals can be found on page 18.

Fiduciary Funds. *Fiduciary funds are used to account for resources held for the benefit of parties outside the government. The District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes and by those to whom the assets belong. Fiduciary funds are not reflected in the government- wide financial statements because the resources of those funds are not available to support the District's own programs. The District maintains the endowment fund (50) (private purpose trust) as a fiduciary fund. The fiduciary fund financial statements can be found on pages 41-42 of this report.*

Proprietary Funds. *Proprietary funds are used to account for resources held for workers compensation (83) claims. The District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes and by those to whom the assets belong. The proprietary fund financial statements can be found on pages 41-42 of this report.*

Notes to the financial statements. *The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statement can be found on pages 19-33 of this report.*

Other information. *In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information including budgetary comparison schedules for the general and building funds. Required supplementary information can be found on pages 34-47 of this report. Other supplementary information can be found on the table of contents for additional analysis.*

Government-Wide Financial Analysis

Statement of Net Position. *Net assets serve over time as a useful indicator of a government's financial position. The change in net assets is important because it identifies whether the financial position of the District has improved or diminished. At the close of the FY 2019, the District's assets exceeded liabilities by $141,036,389.*

Management's Discussion and Analysis (unaudited)
For the Fiscal Year Ending June 30, 2019

Lawton Independent School District No. 8
Comanche County
Comparative Statement of Net Position
FY 18 vs. FY 19

Governmental Activities

	FY 2018	FY 2019	Difference	% Change
Assets				
Current assets	$ 105,242,262	$ 88,908,362	$ (16,333,900)	-16%
Capital and other assets	$ -	$ 144,749,497	$ 144,749,497	#DIV/0!
Total assets	$ 105,242,262	$ 233,657,859	$ 128,415,597	122%
Liabilities				
Current liabilities	$ 14,771,951	$ 19,834,806	$ 5,062,855	34%
Long-term liabilities	$ 71,217,744	$ 72,786,664	$ 1,568,920	2%
Total liabilities	$ 85,989,695	$ 92,621,470	$ 6,631,775	8%
Net Position				
Net Investment in capital assets	$ (4,703,866)	$ 71,962,833	$ 76,666,699	-1630%
Restricted	$ 7,512,960	$ 54,537,273	$ 47,024,313	626%
Unrestricted	$ 16,443,473	$ 14,536,283	$ (1,907,190)	-12%
Total Net Position	**$ 19,252,567**	**$ 141,036,389**	**$ 121,783,822**	633%

By far the largest portion of the District's net assets reflects its investment in capital assets, less any related debt that is still outstanding that was used to acquire those assets. The District uses these capital assets to provide instruction, support, and transportation services; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the District's net assets represents resources that are subject to external restrictions on how they may be used. The remaining balance of unassigned net assets, $14,536,283 may be used to meet the District's ongoing obligations to citizens and creditors.

The change in Net Position is due to the fixed assets not included in the FY18 school year and re-stated in the FY19 school year.

At the end of the current fiscal year, the District was able to report positive balances in all three categories of net assets.

Management's Discussion and Analysis (unaudited)
For the Fiscal Year Ending June 30, 2019

Change in Net Position. *Net changes may be the result of many factors, including, but not limited to, state and federal funding, changes in the property tax base, investment rates of return, bond activity and current legislation affecting school funding or education mandates.*

In the Statement of Net Assets and the Statement of Activities, all district activities are considered to be of the governmental type. This includes instruction, support services, operation and maintenance of plant, pupil transportation, and extracurricular activities.

Lawton Independent School District No. 8
Comanche County
Comparative Change in Net Position
FY 18 vs. FY 19
Governmental Activities

	FY 2018	FY 2019	Difference	% Change
Revenues:				
Program Revenues				
Charges for services	$ 3,918,215	$ 1,376,704	$ (2,541,511)	-185%
Operating Grants/Contributions	$ 16,303,973	$ 15,495,410	$ (808,563)	-5%
Capital Grants/Contributions	$ 155,734	$ -	$ (155,734)	#DIV/0!
General Revenues				
Property Taxes	$ 21,395,708	$ 26,392,795	$ 4,997,087	19%
State Formula Aid	$ 61,138,285	$ 71,665,549	$ 10,527,264	15%
Federal Formula Aid	$ 5,608,703	$ 5,732,702	$ 123,999	2%
General Taxes	$ 12,569,932	$ 9,815,944	$ (2,753,988)	-28%
Other	$ 676,859	$ 36,470,141	$ 35,793,282	98%
Total Revenue	$ 121,767,409	$ 166,949,245	$ 45,181,836	27%
Expenditures:				
Instruction	$ 59,889,886	$ 71,396,746	$ 11,506,860	16%
Support Services	$ 53,561,422	$ 57,047,646	$ 3,486,224	6%
Non-instruction services	$ 13,882,764	$ 8,649,209	$ (5,233,555)	-61%
Other	$ 226,395	$ 22,583,965	$ 22,357,570	99%
Total Expenditures	$ 127,560,467	$ 159,677,566	$ 32,117,099	20%
Change in Net Position	$ (5,793,058)	$ 7,271,679	$ 13,064,737	180%
Net Position - Beginning, restated	$ 25,045,625	$ 133,764,710	$ 108,719,085	81%
Net Position - Ending	$ 19,252,567	$ 141,036,389	$ 121,783,822	86%

The change in ending Net Position is due to the fixed assets not included in the FY18 school year and re-stated in the FY19 school year.

Financial Analysis of the Government's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with budgetary and finance-related legal requirements.

Governmental funds. *The general fund is the chief operating fund of the District. At June 30, 2019, the general fund cash fund balance was $14,758,751 with $14,536,283 unassigned and $222,468 non-spendable.*

The costs of the District's main activities: instruction, support services, non-instruction services, capital outlay, and debt service are shown in comparison from FY18 to FY19.

Lawton Independent School District No. 8
Comanche County
Comparison of Total Costs
FY 18 vs. FY 19

	FY 2018	*FY 2019*	*Change*	*% Change*
Instruction	$60,114,400	$71,587,827	$11,473,427	16.03%
Support services	$53,544,134	$57,047,646	$3,503,512	6.14%
Non-instructional services	$8,203,095	$8,641,417	$438,322	5.07%
Capital outlay	$4,936,943	$30,953,856	$26,016,913	84.05%
Debit Service	$1,877,310	$4,145,467	$2,268,157	54.71%
Other outlays	$271,303	$113,077	($158,226)	-139.93%
Total cost of services	***$128,947,185***	***$172,489,290***	***$43,542,105***	***25.24%***

There was a increase in Instruction by $11,473,381 as a results of the purchase of approximately $4,000.000 for textbook and the state mandated salary increases. However, the largest increase shown in0 Capital outlay was a result of the construction of Eisenhower Middle School.

Capital Assets and Debit Administration

Capital Assets. *The greatest increase in the District's capital assets comes in the areas of Construction in Progress related to the construction of Eisenhower Middle School.*

The capital assets (less land and construction in progress) increased by $19,055,481 before depreciation and $14,334,893 net, after depreciation. The overall capital assets increased by $31,576,429 (including land and construction in progress) with the largest increases showing in the area of Sites Improvements related to the construction of the Safe Rooms.

Lawton Independent School District No. 8
Comanche County
Comparison of Capital Assets, Net of Depreciation
FY18 vs. FY19

	FY2018	*FY2019*	*Increase/ Decrease*	% Change
Capital Assets (not depreciated)				
Land	$ 2,951,394.94	$ 2,951,394.94	$ -	0%
Construction in Progress	$ 7,301,842.72	$ 24,543,378.82	$ 17,241,536.10	70%
Total Capital Assets (not depreciated)	$ 10,253,237.66	$ 27,494,773.76	$ 17,241,536.10	63%
Capital Assets (depreciated)				
Buildings	$ 115,645,076.41	$ 115,645,076.41	$ -	0%
Improvements	$ 27,801,230.05	$ 43,521,073.73	$ 15,719,843.68	36%
Furniture and Equipment	$ 6,882,197.97	$ 6,931,296.34	$ 49,098.37	1%
Musical Instruments	$ 1,586,469.70	$ 1,634,111.60	$ 47,641.90	3%
Computers	$ 11,250,894.04	$ 12,729,198.96	$ 1,478,304.92	12%
Vehicles	$ 13,179,613.96	$ 14,940,205.94	$ 1,760,591.98	12%
Total Capital Assets (depreciated)	$ 176,345,482.13	$ 195,400,962.98	$ 19,055,480.85	10%
Accumulated Depreciation				
Buildings	$ (41,769,418.19)	$ (43,724,073.30)	$ (1,954,655.11)	4%
Improvements	$ (10,543,891.37)	$ (11,956,648.06)	$ (1,412,756.69)	12%
Furniture and Equipment	$ (4,303,852.04)	$ (4,432,977.27)	$ (129,125.23)	3%
Musical Instruments	$ (1,537,665.90)	$ (1,553,500.42)	$ (15,834.52)	1%
Computers	$ (8,226,253.53)	$ (8,649,774.67)	$ (423,521.14)	5%
Vehicles	$ (7,044,571.85)	$ (7,829,266.72)	$ (784,694.87)	10%
Total Accumulated Depreciation	$ (73,425,652.88)	$ (78,146,240.44)	$ (4,720,587.56)	6%
Total Net Capital Assets (depreciated)	$ 102,919,829.25	$ 117,254,722.54	$ 14,334,893.29	12%
Net Government Activity - Capital Assets	***$ 113,173,066.91***	***$ 144,749,496.30***	***$ 31,576,429.39***	22%

Additional information concerning the District's Capital Assets is contained in the notes to the financial statements on page 31.

Debt. *At the close of FY 2019 the Districts Bonds Payable increased by net $10,465,000, the accrued compensated absences decreased by $131,163, and the Lease Revenue Bond (Eisenhower Middle School)debit decreased by $8,705,000.*

Lawton Independent School District No. 8
Comanche County
Comparison of Long-Term Liabilities
FY 18 vs. FY 18

	FY 2018	*FY 2019*	*Increase/ Decrease*	*% Change*
Bonds Payable	$14,695,000	$25,160,000	$10,465,000	42%
Accrued compensated absences	$1,462,827	$1,331,664	-$131,163	-10%
Lease Revenue Bond	$55,000,000	$46,295,000	-$8,705,000	-19%
Total long-term liabilities	**$71,157,827**	**$72,786,664**	**$1,628,837**	2%

Additional information concerning the District's long-term liabilities is contained in the notes to the financial statements on pages 27-29.

General Fund Budgetary Highlights

The revenue shortfall account realized a significant decrease during FY'19. The beginning balance on July 1, 2018 was $18,009,398 and the ending balance on June 30, 2019 was $14,536,283 for a total decrease in the revenue shortfall fund of $3,473,115. The decrease is at least partially due to the one-time purchase of textbooks in FY'19.

Current & Future Issues

The General Fund – 11 projected FY'20 budget forecasts total revenue of $138,340,535 to be down by $862,525 compared to the 2018-19 actual collected revenue of $139,202,860. A number of the revenue sources are expected to be down slightly.

The projected State Allocations are up even though enrollment is down due to the increase in factors to cover teacher pay raises. Therefore, it is prudent for the district to be intentional with funding and expenditures to secure the future of Lawton Public Schools.

The General Fund – 11 projected expenditures for the FY'20 fiscal year are set at $133,654,053 with salaries projected at $87,625,735, benefits at $27,692,825; totaling $115,318,559 (86.13 % of the budget), and $18,335,493 for non-salary instructional/operational expends.

The FY'20 Building Levy – 21 portion of this budget is set at $2,745,274. The carryover balances in the Building Levy as of July 1, 2018 and July 1, 2019 were $2,002,368 and $639,440, respectively. This is a decrease of $1,362,928. The balance in the Building Levy is expected to approach $0 at the end of FY'20, June 30, 2020. The district will evaluate contracts and expenditures to determine a course of action to improve the position of the Fund.

The FY'20 budgets for Bond Fund - 31 (2004, Bond Fund -32 (2014), Bond Fund -33 (2017), and Bond Lease Purchase Fund - 34 (2017) will be used to complete projects and make purchases based upon the criteria set forth in the bond language of each bond and driven by strategic planning that utilizes stakeholder collaboration and data to make purchasing decisions. (Bond Fund 31 (2004) will close out in FY'20).

The FY'20 Municipal Tax Fund - 25 (2010) carryover budget of $253,776 has been designated to complete the Freedom Mechanical Piping Repairs, Wilson Demolition, and purchase grounds equipment. The balance of this fund should be zero by the end of FY'20.

The FY'20 Municipal Tax Fund -26 (2015) budget of $6,248,054 has been designated for the window projects, HVAC and roof projects, grounds repair and renovations such as playgrounds and fencing, district vehicles and equipment. Final collections will be received in February, 2020.

Contacting the District's Comptroller

This financial report is intended to provide our citizens, taxpayers, investors and creditors with a general overview of District's finances and to confirm our commitment to accountability for the monies entrusted to our stewardship. If you have questions about this report or need additional financial information, inquiries should be directed to Mr. Lance Gibbs, Lawton Public Schools, 753 NW Ft. Sill Blvd., Lawton, Oklahoma 73507.

BASIC FINANCIAL STATEMENTS

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
STATEMENT OF NET POSITION - REGULATORY BASIS
JUNE 30, 2019

	Governmental Activities
ASSETS	
Current assets:	
Cash	$ 10,255,936
Investments	78,429,958
Inventories	222,468
Capital assets:	
Nondepreciated assets	27,494,774
Depreciated capital assets, net of depreciation	117,254,723
TOTAL ASSETS	**$ 233,657,859**
LIABILITIES	
Current liabilities:	
Warrants payable	$ 19,834,806
Long-term liabilities:	
Due within one year	7,254,174
Due in more than one year	65,532,490
Total Liabilities	92,621,470
NET POSITION	
Net investment in capital assets	71,962,833
Restricted for other funds	
Building services	47,079,402
Debt service	5,307,253
Other	222,468
Committed	1,928,150
Unrestricted	14,536,283
Total Net Position	141,036,389
TOTAL LIABILITIES AND NET POSITION	**$ 233,657,859**

The accompanying notes are an integral part of these financial statements.

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
STATEMENT OF ACTIVITIES - REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2019

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net (Expense) Revenues and Changes in Net Position Primary Government: Governmental Activities
Instruction	$ 71,396,746	44,876	6,907,722	(64,444,148)
Support services	57,047,646	308,285	2,264,114	(54,475,247)
Non-instruction services	8,649,209	1,023,543	6,021,858	(1,603,808)
Facilities and construction services	12,245,882			(12,245,882)
Other outlays	113,077		301,716	188,639
Interest paid on long-term debt	4,145,467			(4,145,467)
Depreciation - unallocated	6,079,539			(6,079,539)
Total governmental activities	159,677,566	1,376,704	15,495,410	(142,805,452)
General revenues-				
Taxes-				
Property taxes, levied for general purposes				15,803,634
Property taxes, levied for building purposes				2,259,047
Property taxes, levied for sinking fund services				5,830,114
Sales taxes				2,500,000
Investment earnings				1,718,897
Other local revenue				3,175,332
County revenue				2,353,065
State aid - formula grants				71,665,549
Dedicated state revenue				7,462,879
Federal aid - formula grants				5,732,702
Other items--				
Capital asset additions				31,575,912
Total general revenues and other items				150,077,131
Change in net position				7,271,679
Net position, beginning, restated				133,764,710
Net position, end of period				$ 141,036,389

The accompanying notes are an integral part of these financial statements.

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
BALANCE SHEET - GOVERNMENTAL FUNDS - REGULATORY BASIS
JUNE 30, 2019

	General Fund	Building Fund	Municipal Tax Funds	Bond Funds	Sinking Fund	Other Governmental Funds	TOTAL
ASSETS							
Cash	$ 20,769,905	825,350	2,336,337	(17,080,476)	3,307,253	97,567	10,255,936
Investments	10,003,779		2,500,000	61,885,614	2,000,000	2,040,565	78,429,958
Inventory on hand	222,468						222,468
Total Assets	$ 30,996,152	825,350	4,836,337	44,805,138	5,307,253	2,138,132	88,908,362
LIABILITIES AND FUND BALANCES							
Liabilities:							
Warrants payable	$ 16,237,401	185,910	1,174	3,401,645	0	8,676	19,834,806
Fund Balances:							
Nonspendable	222,468						222,468
Ristricted for-							
Retirement of long-term debt					5,307,253		5,307,253
Other funds		639,440	4,835,163	41,403,493		201,306	47,079,402
Committed						1,928,150	1,928,150
Unassigned	14,536,283						14,536,283
Total Fund Balances	14,758,751	639,440	4,835,163	41,403,493	5,307,253	2,129,456	69,073,556
Total Liabilities and Fund Balances	$ 30,996,152	825,350	4,836,337	44,805,138	5,307,253	2,138,132	

Amounts reported for governmental activities in the statement of assets, liabilities, and net position are different because:

Capital assets used in governmental activities are not financial resources and therefore, are not reported as assets in governmental funds. The cost of the assets is $222,895,737 and the accumulated depreciation is ($78,146,240) 144,749,497

Long-term liabilities are not due and payable in the current period and therefore are not reported as liabilities in the funds. Long-term liabilities at year end consist of:

Bonds payable	25,160,000
Lease purchase	46,295,000
Compensated absenses	1,331,664
	(72,786,664)

Net Position of Governmental Activities $ 141,036,389

The accompanying notes are an integral part of these financial statements.

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN CASH FUND BALANCES -
GOVERNMENTAL FUNDS - REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2019

	General Fund	Building Fund	Municipal Tax Funds	Bond Funds	Sinking Fund	Other Governmental Funds	TOTAL
Revenues Collected:							
Taxes	$ 15,803,634	2,259,047	2,500,000		5,830,114		26,392,795
Local sources	1,636,667	164,976				31,500	1,833,143
Intermediate sources	2,353,065						2,353,065
State sources	79,128,428						79,128,428
Federal sources	21,228,112						21,228,112
Interest earnings	707,061			938,971	26,363	46,502	1,718,897
Non revenue receipts	5,909				21,103	2,691,881	2,718,893
Total revenues collected	120,862,876	2,424,023	2,500,000	938,971	5,877,580	2,769,883	135,373,333
Expenditures:							
Instruction	69,645,116			1,546,979		395,732	71,587,827
Support services	47,108,812	3,748,134	1,613,155	3,325,070		1,252,475	57,047,646
Operation of non-instructional services	7,838,396			72,005		731,016	8,641,417
Facilities acquisition and construction svcs	14,540	38,817	40,108	30,860,391			30,953,856
Other outlays	59,712					53,365	113,077
Debt service					4,145,467		4,145,467
Total expenditures	124,666,576	3,786,951	1,653,263	35,804,445	4,145,467	2,432,588	172,489,290
Excess of revenues collected over (under) expenditures before other financing sources (uses)	(3,803,700)	(1,362,928)	846,737	(34,865,474)	1,732,113	337,295	(37,115,957)
Other financing sources (uses):							
Transfers in (out)	328,059				(2,290)	(325,769)	0
Proceeds from sale of bonds				14,380,000			14,380,000
Sale of capital assets	8,435						8,435
Total other financing sources (uses)	336,494	0	0	14,380,000	(2,290)	(325,769)	14,388,435
Excess of revenues collected and other financing sources over (under) expenditures and other financing uses	(3,467,206)	(1,362,928)	846,737	(20,485,474)	1,729,823	11,526	(22,727,522)
Cash fund balances, beginning of year	18,225,957	2,002,368	3,988,426	61,888,967	3,577,430	2,117,930	91,801,078
Cash fund balances, end of year	$ 14,758,751	639,440	4,835,163	41,403,493	5,307,253	2,129,456	69,073,556

The accompanying notes are an integral part of these financial statements.

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS - REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2019

Amounts reported for governmental activities
In the statement of activities are different because:

Net change in fund balances - total governmental funds			$ (22,727,522)
Governmental funds report capital outlays as expenditures. However, in the statement of activites the costs of those assets are allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense exceeded capital outlays in their current period.	Capital outlay, net	$ 37,804,979	
	Depreciation expense	(6,079,539)	31,725,440
The net effect of various miscellaneous transactions involving capital assets (I.e., sales, trade-ins, and donations) is to decrease net assets			(149,528)
In the statement of activities, compensated absences are measured by the amounts earned and unused during the year. In governmental funds, expenditures is the amount of financial resources used (essentially the amounts actually paid). This year, compensated absences earned were more than the amounts used.			191,081
Proceeds of debt provide current financial resources for governmental funds but issuing debt increases long-term liabilities in the statement of net assets	Bonds payable		(14,380,000)
Repayment of debt is an expenditure in the governmental funds, but Repayment of debt reduced long-term liabilities in the statement of net assets	Bonds payable	$ 3,915,000	
	Lease payable	8,705,000	12,620,000
The receipt of USDA commodities are not reported as revenue in the governmental funds but are reflected in the statement of net assets.			(7,792)
Changes in net position of governmental activities			$ 7,271,679

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

Note 1 - Summary of Significant Accounting Policies

The Reporting Entity – The Lawton Independent School District No. 8 (the District) is a corporate body for public purposes created under Title 70 of the Oklahoma Statutes and accordingly is a separate entity for operating and financial reporting purposes. The District is part of the public school system of Oklahoma under the general direction and control of the State Board of Education and is financially dependent on the State of Oklahoma for support. The general operating authority for the public school system is the Oklahoma School Code contained in Title 70 of the Oklahoma Statutes.

The governing body of the District is the Board of Education composed of elected members. The appointed superintendent is the executive officer of the District. There are no component units included within the reporting entity.

Financial Statement Presentation – The District prepares its financial statement in a presentation format that is, in substance, the format established by the Governmental Accounting Standards Board (GASB) Statement 34, *Basic Financial Statement – Management Discussion and Analysis for State and Local Governments.*

GASB Statement 34 established a financial reporting model for the state and local governments that included the addition of management's discussion and analysis, government-wide financial statements and the use elimination of the effects of internal service activities and the use of account groups to the already required fund financial statements and notes.

Basic Financial Statements – Government-Wide Statements

The District's basic financial statements include both government-wide (reporting the District as a whole) and the fund financial statements (reporting the District's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business type. Governmental activities include programs primarily supported by taxes, State aid, grants and other intergovernmental revenue. The District does not have any activities classified as business-type activities.

In the government-wide Statement of Net Position, the District's governmental activities are reported on the cash receipts and disbursement basis modified as required by the regulations of the Oklahoma State Department of Education to include property and equipment, depreciation and long-term debt and obligations. The District's Net Position are reported in three parts – net investment in capital assets; restricted net position; and unrestricted net position.

The government-wide Statement of Activities reports both the gross and net cost of each of the District's programs and functions reported on the cash receipts and disbursements basis modified for depreciation. The functions are also supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. Direct expenses are those that are clearly identifiable with a specific function.

Program revenues must be directly associated with the function. Charges for services include charges and fees to students, or customers who purchase, use or directly benefit from the goods, services, or privileges provided by a given function. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

All interfund transactions between governmental funds and internal service funds are eliminated in the district-wide statements.

The net costs are normally covered by general revenue (property taxes, State and Federal aid, other taxes etc.).

The government-wide focus is more on the sustainability of the District as an entity and the change in the District's net position resulting from the current year's activities. Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds. Major individual governmental funds are reported in separate columns in the fund financial statements.

Basic Financial Statements – Fund Financial Statements

Governmental fund financial statements are reported using the cash receipts and disbursement basis of accounting modified as required by the Oklahoma Department of Education to include investments, inventories on hand, encumbrances issued and warrants outstanding. The fund financial statements provide reports on the financial condition and results of operations of governmental, proprietary, and fiduciary fund categories. Since resources in the fiduciary funds cannot be used for District operations, they are not included in the district-wide statements.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. All other revenues and expenses are nonoperating.

The District reports the following major governmental funds:

- General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.
- Building Fund is used to account for monies derived from the building fund levy and rental of facilities to be used for erecting, remodeling, repairing or maintaining school buildings, paying energy and utility costs; paying fire and casualty insurance premiums for school facilities, security systems and personnel.
- Municipal Tax Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities and equipment as approved by voters for a special sales tax.
- Bond Funds are used to account for proceeds from long-term financing and revenues and expenditures related to voter authorized construction and other capital asset acquisitions.

- Sinking Fund is used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt.

Additionally, the District reports the following fund types that are included in other governmental funds:

- Special Revenue Funds – The District accounts for resources restricted to, or designated for, specific purposes by the District or a grantor in a special revenue fund.
- Fiduciary Funds - Private purpose trust fund – The District accounts for resources held in a trust or custodial capacity for individuals or private organizations. These funds are primarily used for scholarships. This includes the Endowment Fund, the Gifts Fund, and the Workers' Compensation Fund (which is used only to fund remaining claims after self-insurance was discontinued in 2000).
- Activity Fund is special revenue fund the district accounts for resources and expenditures incurred by the student activity groups.

Basis of Accounting – Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

As to basis of accounting, the basic financial statements are essentially prepared on a basis of cash receipts and disbursements, modified as required by the regulations of the Oklahoma Department of Education as follows:

- Encumbrances represented by purchase orders, contracts and other commitments for the expenditure of monies are recorded as expenditures when approved.
- Vendor obligations due and payable for goods and services received are recorded as a reduction of the encumbrance when received and a payable until paid.
- Warrants/checks payable are recorded as liabilities when issued.
- Investments and inventories are recorded as assets when purchased and reduced when used or sold.
- Capital assets in the government-wide statements are recorded when acquired and depreciated over their useful lives.
- Long-term debt reported in the government-wide statements is recorded when incurred.
- Accrued compensated absences are recorded as an expenditure and liability when the obligation is incurred.

This basis of accounting differs from accounting principles generally accepted in the United States of America, which would have required the government-wide financial statements as well as the fiduciary fund financial statements to be presented on the accrual basis of accounting. The fund financial statement under accounting principles generally accepted in the United States of America would have been presented on the modified accrual basis of accounting.

Inventories – Inventories in the general fund consist of expendable supplies held for the District's use and are carried at cost using the first-in, first-out method. Inventories are accounted for using the consumption method where materials and supplies are recorded as an expenditure when used rather than when purchased.

On the government-wide financial statements, United States Department of Agriculture (USDA) food commodities are recorded as revenue when received at fair value at the date of receipt and as an expense when used. USDA food commodities are not reported in the governmental funds. The inventory expense related to fixed assets available for sale will be recorded when the assets are sold.

Capital Assets – Capital assets purchased or acquired with an original cost of $5,000 or more are reported at historical cost or estimated historical cost. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

• School Buildings	50 years
• Improvements	25 years
• Band Instruments	7 years
• Computers and Related Equipment	5 years
• Furniture and Equipment	10 years
• Vehicles	12 years

Compensated Absences – Sick leave is provided to all personnel who work more than 172 contract days per year. Employees on 9 or 10-month contracts earn 10 days per year. Employees on 12-month contracts earn 12 days per year. The District has a sick leave accumulation incentive program to encourage accumulation of sick leave by offering a stipend at time of termination or retirement. The stipend is based on a tier system, which pays a different rate per day for each tier, from $5 per day to $20 per day. The maximum amount of the stipend is $3,000.

Personnel in a full-time position, six or more hours per day, earn vacation time based on years of service. Those with less than 4 years of service earn 1 day per month of employment up to a maximum of 10 days per year and accumulated maximum of 20 days. Those with 4 or more years of service earn 1.5 days per month of employment up to a maximum 15 days per year and an accumulated maximum of 30 days. Upon retirement or termination, the accumulated days are reimbursed at the employee's effective rate of pay.

Budgets and Budgetary Accounting – The District is required by state law to prepare an annual budget. A preliminary budget must be submitted to the Board of Education by December 31 for the fiscal year beginning the following July 1. Because a majority of voters of the District approved a permanent levy in 2001 for the emergency levy and local support levy, an election to approve the levy is no longer held.

No later than October 1, each board of education shall prepare a financial statement and estimate of needs to be filed with the applicable country clerk and the State Department of Education. Once the county excise board has approved the estimate of needs, the board shall adopt a final budget within 45 days or the second regularly scheduled board meeting. The final budget may be revised upon approval of the Board of Education in open meeting.

A budget is legally adopted by the Board of Education for the General Fund, Building Fund and the Debt Service Fund that includes revenues and expenditures.

Budgets generally assume the expenditure of all available resources. Therefore, when the legal budget is prepared, it is assumed these funds will not have a carryover balance to a subsequent year. Program revenue received but not spent is restricted and deferred to the subsequent fiscal year.

Encumbrances – Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditures of resources are as expenditures of the applicable funds, is used.

Cash and Cash Equivalents – The District considers all cash on hand, demand deposits, money market checking and certificates of deposit, held at an individual bank which are subjected to early withdrawal penalties no matter what the maturity period, to be cash. All short-term cash surpluses are maintained in a cash pool, the earnings from which are allocated to each fund based on month-end deposit balances. State statutes require collateral for deposits in excess of insured amounts. The collateral's market value must exceed the insured deposit.

Investments – The District's investment policies are governed by state statutes. Permissible investments include:

1. Direct obligations of the United States Government and Agencies
2. Obligations to the payment of which the full faith and credit of the State of Oklahoma is pledged
3. Certificates of deposit of savings and loan associations and bank and trust companies secured by acceptable collateral
4. Savings accounts or savings certificates of savings and loan associations that are fully insured
5. County, municipal and school district direct debt obligations
6. Money market mutual funds regulated by the Securities and Exchange Commission
7. Warrants, bonds or judgements of the school district
8. Qualified pooled investment programs

Property Tax Revenues – The District is authorized by state law to levy property taxes, which consist of ad valorem taxes on real and personal property within the District. The County Assessor, upon receipt of the certification of tax levies from the county excise board, extends the tax levies on the tax roll for submission to the county treasurer prior to October 1. The county treasurer must commence tax collection within fifteen days of receipt of the tax rolls. The first half of taxes is due prior to January 1. The second half is due prior to April 1.

If the first payment is not made timely, the entire tax becomes due and payable on January 1. Second half taxes become delinquent on April 1 of the year following the year of assessment. If not paid by the following October 1, the property is offered for sale for the amount of taxes due. The owner has two years to redeem the property by paying the taxes and penalty owed. If at the end of two years the owner has not done so, the purchaser is issued a deed to the property.

State Revenues – Revenues from state sources for current operations are primarily governed by the state aid formula under the provisions of Article XVIII, Title 70, Oklahoma Statutes. The State Board of Education administers the allocation of state aid funds to school districts based on information accumulated from the districts. Approximately 58% of the District's revenue comes from state sources.

After review and verification of reports and supporting documentation, the State Department of Education may adjust subsequent fiscal period allocations of money for prior year errors disclosed by review. Normally, such adjustments are treated as reductions or additions of revenue of the year when the adjustment is made.

The District receives revenue from the state to administer certain categorical educational programs. State Board of Education rules require that revenue earmarked for these programs be expended only for the programs for which the money is provided and require that the money not expended as of the close of the fiscal year be carried forward into the following year to be expended for the same categorical programs. The State Department of Education requires that categorical educational program revenues be accounted for in the general fund.

Interfund Transfers – During the course of normal operations, the District has transactions between funds including expenditures and transfers of resources to provide services, purchase assets and service debt. Transactions that are normal and recurring between funds are recorded as transfers.

Use of Estimates – The preparation of financial statements requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 2 – Net Position and Fund Balance

District-Wide Financial Statements – When the District incurs an expense for which it may use either restricted or unrestricted Net Position, it uses restricted Net Position first unless unrestricted Net Position will have to be returned because they were not used. Net Position on the Statement of Net Position include the following:

Net Investment in Capital Assets – The component of net position that reports the difference between capital assets less both the accumulated depreciation and the outstanding balance of debt, excluding unspent proceeds, that is directly attributable to the acquisition, construction or improvement of these capital assets.

Restricted for Debt Service – The component of net position that reports the amount of funds restricted for payment of principal and interest on debt. This amount is restricted by enabling legislation and debt covenants.

Restricted for Buildings – The component of net position that reports the excess of property taxes and other revenue collected in excess of expenses for operation of the District's buildings. This amount is restricted by enabling legislation.

Restricted for School Organization – The component of net position that report the assets restricted for use by student organizations and extracurricular activities. This amount is restricted by regulations of the Oklahoma State Department of Education.

Restricted for Scholarships – the component of net position that report the assets restricted for scholarships.

Restricted for Other – The component of net position that reports the assets restricted for payment of sick leave incentive program, outstanding workers' compensation claims, and unemployment claims for employees paid with federal salaries.

Unrestricted – The difference between assets and liabilities that is not reported as restricted for any particular purpose.

The government-wide statement of net position reports $54,537,273 of restricted net position.

Governmental Fund Financial Statements – The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Non-spendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The District has classified inventory as being nonspendable as these items are not expected to be converted to cash or are not expected to be converted to cash or are not expected to be converted to cash within the next year.

Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The District has classified school construction expenditures as being restricted because their use is restricted by state statute or legislation regarding use of expenditures. Debt service resources are to be used for future servicing of the revenue note and are restricted through debt covenants. Other purposes are restricted for scholarship purposes from contributors.

Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Board of Education. These amounts cannot be used for any other purpose unless the Board of Education removes or changes the specified use by taking the same type of action (resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The District has classified school program activities as being committed because their use is imposed by the Board of Education regarding use expenditures,

Assigned: This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board of Education or through the Board of Education delegating this responsibility to management through the budgetary process. The District has assigned funds for education that are to be used utilities, contract services, construction and repairs, food services, textbooks and other operating expenditures.

Unassigned: This classification includes the residual fund balance for the General Fund. The unassigned classification would also include any negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of assigned fund balance amounts. The District has not established a formal stabilization arrangement regarding minimum funding requirements.

The District would typically use restricted fund balance first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

Note 3 – Cash and Investments

Custodial Credit Risk – Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to the District. The District's cash deposits and investments at June 30, 2019, were $88,743,332 at financial institutions, and were completely insured or collateralized by federal depository insurance, direct obligations of the U.S. Government, or securities held by the District or by its agent in the District's name.

Investment Interest Rate Risk – Interest rate risk is the risk that changes in interest rates will adversely affect the fair market value of an investment. Due to the required liquidity for those investments, these funds have no defined maturity dates. The District does not have a formal policy that limits investment maturities as a means of managing its exposure to fair value losses from increasing interest rates.

Investment Credit risk – Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. The District does not have a formal policy limiting its investment choices, other than the limitation of state law as follows:

- Direct obligations of the U.S. Government, its agencies and instrument to which the full faith and credit of the U.S. Government is pledged, or obligations to the payment of which the full faith and credit of the State is pledged.

- Certificates of deposit or savings accounts that are either insured or secured with acceptable collateral with in-state financial institutions, and fully insured certificates of deposit or savings accounts in out-of-state financial institutions.

- With certain limitation, negotiable certificates of deposit, prime bankers acceptances, prime commercial paper and repurchase agreements with certain limitations.

- County, municipal or school district tax supported debt obligations, bond or revenue anticipation notes, money judgments, or bond or revenue anticipation notes of public trusts whose beneficiary is a county, municipality or school district.

- Notes or bonds secured by mortgage or trust deed insured by the Federal Housing Administrator and debentures issued by the Federal Housing Administrator, and in obligations of the National Mortgage Association.

- Money market funds regulated by the SEC and in which investments consist of the investments mentioned in the previous bullet items.

Concentration of Investment Credit Risk – The District places no limit on the amount it may invest in any one issuer.

Note 4 – Long-Term Liabilities

The long-term liability balances and activity for the year were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds payable	$ 14,695,000	14,380,000	3,915,000	25,160,000	6,220,000
CCEFA lease purchase	55,000,000	-	8,705,000	46,295,000	925,000
Compensated absences	1,462,826	545,871	677,033	1,331,664	109,174
	$ 71,157,826	14,925,871	13,297,033	72,786,664	7,254,174

Payments on bonds are made by the debt service fund with property taxes. Compensated absences and early retirement incentive are generally liquidated by the general fund.

Bonds: Bonds payable June 30, 2019, is composed of the following individual general obligation bond issues:

Amount	Purpose	Issue Date	Payment	Interest Rates	Maturity
$ 5,085,000	Combined Purpose	3/1/2016	1,695,000	Variable	3/1/2020
4,470,000	Combined Purpose	5/1/2017	2,250,000	1.500%	5/1/2020
3,775,000	Combined Purpose	12/1/2017	1,265,000	Variable	12/1/2021
3,060,000	Building Bonds	2/1/2018	1,020,000	Variable	2/1/2022
14,380,000	Combined Purpose	3/1/2019	3,595,000	2.00%	3/1/2024

The annual requirements to amortize all bond debt outstanding as of June 30, 2019 including interest payments are as follows:

Year Ending June 30	Principal	Interest	Total
2020	$ 6,220,000	576,455	6,796,455
2021	5,870,000	385,912	6,255,912
2022	5,880,000	251,913	6,131,913
2023	3,595,000	143,800	3,738,800
2024	3,595,000	71,900	3,666,900
	$ 25,160,000	1,429,980	26,589,980

State statutes prohibit the District from becoming indebted in an amount exceeding the revenue to be received for any fiscal year without approval by the District's voters. Bond issues have been approved by the voters and issued by the District for various capital improvements. These bonds are required to be fully paid serially within 25 years from the date of issue. General obligation bonded debt of the District is limited by state law to 10% of the assessed valuation of the District. The legal debt limit at June 30, 2019 is $43,028,821.

Proceeds of general obligation bond issues are recorded in the bond fund and at least 85% of the proceeds are restricted to the use for which they were approved in the bond elections

The District has entered financing arrangements with Comanche County Educational Facilities Authority (CCEFA). See Note 13. These financing arrangements are accounted for as capital leases, since for accounting purposes the title transfers at the end of the lease term. The leases contain a clause which gives the District the ability to terminate the lease at the end of each fiscal year.

The schedule of future minimum lease payments under the capital leases and the present value of the net minimum lease payments for the years ending June 30 are as follows:

Year Ending June 30	Future Minimum Lease Payments	Less Interest	Present Value of Minimum Lease Payments
2020	$ 2,367,775	(1,442,775)	925,000
2021	4,764,007	(1,414,007)	3,350,000
2022	5,709,822	(1,309,822)	4,400,000
2023	10,462,982	(1,172,982)	9,290,000
2024	4,564,063	(884,063)	3,680,000
Thereafter	26,636,384	(1,986,384)	24,650,000
	$ 54,505,033	(8,210,033)	46,295,000

Pledged Revenues

The District has pledged $54,505,033 of future issuances of general obligation bonds to repay the $46,295,000 plus interest lease revenue bonds with CCEFA. Proceeds from the lease revenue bonds are to be for the construction and placement of improvements on real property. The general obligation bonds of the District will be issued prior to the payment of lease payments to CCEFA. One hundred percent of the general obligation bonds will be used to pay the lease revenue bond payments and bond issue costs. The annual payments started June 1, 2019 and will continue with a final payment due to CCEFA on June 1, 2028.

Note 5 – Employee Retirement System

Description of Plan

The District participates in the state-administered Oklahoma Teachers' Retirement System, which is a cost sharing, multiple-employer defined benefit public employee retirement system (PERS), which is administered by the Board of Trustees of the Oklahoma Teachers' Retirement System (the "System"). The System provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Title 70 Section 17 of the Oklahoma Statutes establishes benefit provisions and may be amended only through legislative action. The Oklahoma Teachers' Retirement System issues a publicly available financial report that includes financial statements and required supplementary information for the System. That report may be obtained by writing to the Oklahoma Teachers' Retirement System, P.O. Box 53624, Oklahoma City, OK 73152, or by calling 405-521-2387.

Basis of Accounting

The System's financial statements are prepared using the cash basis of accounting, except for accruals of interest income. Plan member contributions are recognized in the period in which the contributions are made. Benefits and refunds are recognized when paid. The pension benefit obligation is a standardized disclosure measure of the present value of pension benefits. This pension valuation method reflects the present value of estimated pension benefits that will be paid in future years as a result of employee services performed to date and is adjusted for the effect of projected salary increases. There are no actuarial valuations performed on individual school districts. The System has an under-funded pension benefit obligation as determined as part of the latest actuarial valuation.

Funding Policy

The District, the State of Oklahoma, and the participating employee make contributions. The contribution rates for the District and its employees are established by and may be amended by Oklahoma Statutes. The rates are not actuarially determined. The rates are applied to the employee's earnings plus employer-paid fringe benefits. The required contribution for the participating members is 7.0% of compensation. Contributions received by the System from the State of Oklahoma are used to offset required employer contributions by the local school district. For the 2018-19 fiscal year, the District contributed 9.5% and the State of Oklahoma contributed the remaining amount during the year. The District is allowed by Oklahoma Teachers' Retirement System to make the required contributions on behalf of the participating members. In addition, if a member's salary is paid in part by federal or private funds, the contribution on that portion of the salary paid by those funds must be matched by the District at 7.70%.

Annual Pension Cost

The District's total contributions to the System for 2019 and 2018 were $6,238,361 and $5,949,341, respectively. Ten-year historical trend information is presented in the Teacher's Retirement System of Oklahoma Annual Report for the year ended June 30, 2019. This information is useful in assessing the pension plan's accumulation of sufficient assets to pay pension benefits as they become due. Please visit www.ok.gov/TRS for all plan information.

GASB Statement 68 became effective for fiscal years beginning after June 15, 2014, and significantly changes pension accounting and financial reporting for governmental employers who participate in a pension plan, such as the System, and who prepare published financial statements on an accrual basis using Generally Accepted Accounting Principles. Since the District does not prepare and present their financial statements on an accrual basis, the net pension amount is not required to be presented on the audited financial statements.

Note 6 – Interfund transactions

Interfund amounts result from short term cash funding in pooled cash. Transfers are used to move revenues to the fund that state statute requires them to be accounted for.

Transfer From	Transfer to	Amount	Nature of Transfer
Activity Fund	General Fund	$ 325,769	Operating transfer
Sinking Fund	General Fund	2,290	Operating transfer
		$ 328,059	

Note 7 – Capital Assets

Capital asset activity for the year ended June 30, 2019, was as follows:

Government Activities	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets, not being depreciated				
Land	$ 2,951,395	-	-	2,951,395
Construction in progress	7,301,843	22,852,209	5,610,673	24,543,379
Total capital assets, not being depreciated	$ 10,253,238	22,852,209	5,610,673	27,494,774
Capital assets, being depreciated				
Land improvements	$ 27,801,230	15,719,844	-	43,521,074
Buildings	115,645,076	-	-	115,645,076
Buses and Vehicles	13,179,614	1,851,214	90,622	14,940,206
Furniture and Equipment	6,882,198	457,394	408,295	6,931,297
Musical Instruments	1,586,470	47,642	-	1,634,112
Computers	11,250,894	2,487,349	1,009,562	12,728,681
Total capital assets, being depreciated	$ 176,345,482	20,563,443	1,508,479	195,400,446
Less Accumulated Depreciation	73,425,653	6,079,539	1,358,951	78,146,241
Total capital assets, being depreciated, net	$ 102,919,829	14,483,904	149,528	117,254,205
Governmental activities capital assets, net	$ 113,173,067	37,336,113	5,760,201	144,748,979
Total Primary Government	$ 113,173,067	37,336,113	5,760,201	144,748,979

Note 8 – Inventories

Inventory consists of the following at June 30, 2019:

	Balance Sheet Governmental Funds - Regulatory	Statement of Net Position - Regulatory Basis
Fuel:	$ 20,723	20,723
Supplies:	201,745	201,745
Total Inventories:	$ 222,468	222,468

Note 9 – Sales Tax Agreement

On October 28, 2014, the District signed an agreement with the City of Lawton to receive a seven-eighths of one percent (0.875%) sales tax for specified capital improvements, which include schools building upgrades, renovation/remodeling and the purchase of vehicles. The District will receive up to $12.5 million in the first five years of the collections. The District accounts for the tax revenues separately in the municipal tax fund. Per the agreement, the District is to provide a report of expenditures to the City on a calendar quarter basis.

Note 10 – Restatement of Beginning Balances

The District did not present capital asset information on the audit report for the fiscal year ended June 30, 2018. The capital asset information was updated and completed for the 2018-19 fiscal year, so the Net Position beginning balance has been restated to include these amounts (+$113,173,067). Also, the beginning balances for some funds were adjusted to match actual balances on hand at June 30, 2018, and to match Oklahoma Cost Accounting System (OCAS) balances from the Oklahoma State Department of Education (+$1,339,076), resulting in a net restatement of beginning balances of $114,512,143.

Note 11 – Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions and natural disasters for which the District carries commercial insurance. There have been no significant reductions in coverage from the prior and settlements have not exceeded coverage in the past three years.

Note 12 – Commitments and Contingencies

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any, to be immaterial.

The District is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, the District believes the resolution of these matters will not have a material adverse effect on the financial condition of the District. Should a judgement be awarded against the District, it would be levied through the District's sinking fund over a three-year period pursuant to state law.

In exchange for $50, the District entered into a lease with the City of Lawton for use of the original Lawton High School building. The lease has a 50 year term commencing fiscal year 2010. The property will become the City of Lawton's at the end of the lease.

The construction of Freedom Elementary was funded by the City of Lawton sales tax and a grant from the Department of Defense. This project was started in the 2012-13 year, and was completed in the 2018-19 year, with Silver LEED certification.

Note 13 – Subsequent Events

The District has evaluated subsequent events through February 20, 2020, the date which the financial statements were available to be issued.

OTHER SUPPLEMENTARY INFORMATION

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
BUDGETARY COMPARISON SCHEDULE -
GENERAL FUND (11)
FOR THE YEAR ENDED JUNE 30, 2019

	Budgeted Amounts		Actual	Prior Year (Memorandum
	Original	Final	Amounts	Only)
Revenues Collected:				
Property taxes	$ 13,742,565	13,742,565	15,803,634	15,846,864
Other local sources	1,515,718	1,515,718	1,645,102	1,684,130
Intermediate sources	2,111,834	2,111,834	2,353,065	2,346,482
State sources	77,939,981	77,939,981	79,128,428	69,816,477
Federal sources	18,087,106	18,087,106	21,228,112	20,104,936
Interest earnings	392,792	392,792	707,061	436,436
Total revenues collected	113,789,996	113,789,996	120,865,402	110,235,325
Expenditures:				
Instruction	132,076,305	132,076,305	69,645,116	57,729,481
Support services			47,108,812	43,887,195
Operation of non-instructional services			7,838,396	7,395,386
Facilities acquisition and construction services			14,540	118,730
Other outlays			59,712	259,822
Total expenditures	132,076,305	132,076,305	124,666,576	109,390,614
Excess of revenues collected over (under) expenditures before other financing sources (uses)	(18,286,309)	(18,286,309)	(3,801,174)	844,711
Other financing sources (uses):				
Operating transfers in (out)	276,911	276,911	328,059	307,679
Excess of revenues collected over (under) expenditures	(18,009,398)	(18,009,398)	(3,473,115)	1,152,390
Cash fund balance, beginning of year	18,009,398	18,009,398	18,009,398	16,857,008
Cash fund balance, end of year	$ 0	0	14,536,283	18,009,398

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
BUDGETARY COMPARISON SCHEDULE -
BUILDING FUND (21)
FOR THE YEAR ENDED JUNE 30, 2019

	Budgeted Amounts		Actual	Prior Year (Memorandum
	Original	Final	Amounts	Only)
Revenues Collected:				
Property taxes	$ 1,966,866	1,966,866	2,259,047	2,265,577
Other local sources sources	16,334	16,334	164,976	18,149
Federal sources	140,161	140,161		155,734
Total revenues collected	2,123,361	2,123,361	2,424,023	2,439,460
Expenditures:				
Support services	4,125,729	4,125,729	3,748,134	1,853,815
Facilities acquisition and construction services			38,817	219,309
Total expenditures	4,125,729	4,125,729	3,786,951	2,073,124
Excess of revenues collected over (under) expenditures	(2,002,368)	(2,002,368)	(1,362,928)	366,336
Cash fund balance, beginning of year	2,002,368	2,002,368	2,002,368	1,636,032
Cash fund balance, end of year	$ 0	0	639,440	2,002,368

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
BUDGETARY COMPARISON SCHEDULE -
MUNICIPAL TAX FUNDS (25 & 26)
FOR THE YEAR ENDED JUNE 30, 2019

	Budgeted Amounts		Actual	Prior Year (Memorandum
	Original	Final	Amounts	Only)
Revenues Collected:				
Sales tax	$ 2,500,000	2,500,000	2,500,000	2,500,000
Non-revenue receipts				35,497
Total revenues collected	2,500,000	2,500,000	2,500,000	2,535,497
Expenditures:				
Support services	2,281,947	2,281,947	1,613,155	1,711,926
Facilities acquisition and construction services			40,108	178,210
Other outlays				35,497
Total expenditures	2,281,947	2,281,947	1,653,263	1,925,633
Excess of revenues collected over (under) expenditures	218,053	218,053	846,737	609,864
Cash fund balance, beginning of year	3,998,426	3,998,426	3,988,426	3,378,562
Cash fund balance, end of year	$ 4,216,479	4,216,479	4,835,163	3,988,426

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
BUDGETARY COMPARISON SCHEDULE -
BOND FUNDS (31-39)
FOR THE YEAR ENDED JUNE 30, 2019

	Budgeted Amounts		Actual	Prior Year (Memorandum
	Original	Final	Amounts	Only)
Revenues collected:				
Interest earnings	$ 0	0	938,971	113,444
Expenditures:				
Instruction	1,000,000	1,000,000	1,546,979	2,042,256
Support services	3,000,000	3,000,000	3,325,070	4,860,858
Operation non-instructional services			72,005	
Facilities acquisition & construction services	30,000,000	30,000,000	30,860,391	3,534,437
Total expenditures	34,000,000	34,000,000	35,804,445	10,437,551
Excess of revenues collected over (under) expenditures before other financing sources	(34,000,000)	(34,000,000)	(34,865,474)	(10,324,107)
Other financing sources (uses):				
Bond sale proceeds	14,380,000	14,380,000	14,380,000	61,835,000
Excess of revenues collected over (under) expenditures	(19,620,000)	(19,620,000)	(20,485,474)	51,510,893
Cash fund balance, beginning of year	61,888,967	61,888,967	61,888,967	10,378,074
Cash fund balance, end of year	$ 42,268,967	42,268,967	41,403,493	61,888,967

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
BUDGETARY COMPARISON SCHEDULE -
SINKING FUND (41)
FOR THE YEAR ENDED JUNE 30, 2019

	Budgeted Amounts		Actual	Prior Year (Memorandum
	Original	Final	Amounts	Only)
Revenues Collected:				
Property taxes	$ 5,459,668	5,459,668	5,830,114	3,295,730
Interest earnings			26,363	9,075
Non-revenue receipts			21,103	97,809
Total revenues collected	5,459,668	5,459,668	5,877,580	3,402,614
Requirements:				
Judgments	2,422	2,422		6,080
Bonds	5,463,333	5,463,333	3,915,000	1,695,000
Interest	352,945	352,945	230,467	182,310
Total expenditures	5,818,700	5,818,700	4,145,467	1,883,390
Excess of revenue collected over (under) expenditures before other financing sources	(359,032)	(359,032)	1,732,113	1,519,224
Other financing sources (uses):				
Operating transers in (out)	0	0	(2,290)	0
Excess of revenue collected over (under) expenditures	(359,032)	(359,032)	1,729,823	1,519,224
Cash fund balance, beginning of year	3,577,430	3,577,430	3,577,430	2,058,206
Cash fund balance, end of year	$ 3,218,398	3,218,398	5,307,253	3,577,430

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
COMBINING STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCE -
ALL CAPITAL PROJECTS FUNDS - REGULATORY BASIS
JUNE 30, 2019

	2004 BOND FUND (31)	2014 BOND FUND (32)	2017 BOND FUND (33)	2017 LEASE REV. BOND FUND (34)	TOTAL
ASSETS					
Cash and Investments	$ 294,834	4,411,196	40,094,936	4,172	44,805,138
LIABILITIES AND FUND BALANCE					
Liabilities:					
Warrants payable	$ 34,846	500,808	2,865,991	0	3,401,645
Fund Balance:					
Restricted	259,988	3,910,388	37,228,945	4,172	41,403,493
Total Liabilities and Fund Balance	$ 294,834	4,411,196	40,094,936	4,172	44,805,138

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
COMBINING STATEMENT OF REVENUES COLLECTED, EXPENDITURES AND CHANGES
IN CASH FUND BALANCES - ALL CAPITAL PROJECTS FUNDS - REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2019

	2004 BOND FUND (31)	2014 BOND FUND (32)	2017 BOND FUND (33)	2017 LEASE REV. BOND FUND (34)	TOTAL
Revenues Collected:					
Interest earnings	$ 0	0	926,115	12,856	938,971
Expenditures:					
Instruction		417,885	1,129,094		1,546,979
Support services	102,399	2,966,245	256,426		3,325,070
Operation non-instructional services	72,005				72,005
Facilities acquisition and const. services	488,383	827,894	18,898,500	10,645,614	30,860,391
Total expenditures	662,787	4,212,024	20,284,020	10,645,614	35,804,445
Excess of revenues collected over (under) expenditures before other financing sources (uses)	(662,787)	(4,212,024)	(19,357,905)	(10,632,758)	(34,865,474)
Other financing sources (uses):					
Bond sale proceeds	0	2,695,000	2,163,257	9,521,743	14,380,000
Excess of revenues collected and other financing sources over (under) expenditures and other financing uses	(662,787)	(1,517,024)	(17,194,648)	(1,111,015)	(20,485,474)
Cash fund balances, beginning of year	922,775	5,427,412	54,423,593	1,115,187	61,888,967
Cash fund balances, end of year	$ 259,988	3,910,388	37,228,945	4,172	41,403,493

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
COMBINING STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCE -
ALL FIDUCIARY FUND TYPES - REGULATORY BASIS
JUNE 30, 2019

	EXPENDABLE TRUST FUNDS			AGENCY FUNDS	
	ENDOWMENT FUND (50)	GIFTS FUND (81)	WORKERS COMP FUND (83)	STUDENT ACTIVITY FUNDS (60)	TOTAL
ASSETS					
Cash & Investments	$ 189,134	4,500	16,348	1,928,150	2,138,132
LIABILITIES AND FUND BALANCE					
Liabilities:					
Warrants payable	$ 2,000	4,500	2,176	0	8,676
Fund Balances:					
Restricted	187,134		14,172		201,306
Committed				1,928,150	1,928,150
Total fund balances	187,134	0	14,172	1,928,150	2,129,456
Total Liabilities and Fund Balance	$ 189,134	4,500	16,348	1,928,150	2,138,132

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
COMBINING STATEMENT OF REVENUES COLLECTED, EXPENDITURES AND CHANGES
IN CASH FUND BALANCES - ALL FIDUCIARY FUND TYPES - REGULATORY BASIS
FOR THE YEAR ENDED JUNE 30, 2019

	EXPENDABLE TRUST FUNDS			AGENCY FUNDS	
	ENDOWMENT FUND (50)	GIFTS FUND (81)	WORKERS COMP FUND (83)	STUDENT ACTIVITY FUNDS (60)	TOTAL
Revenues Collected:					
Local sources	$	11,500	20,000		31,500
Interest earnings	3,866			42,636	46,502
Other sources				2,691,881	2,691,881
Total revenues collected	3,866	11,500	20,000	2,734,517	2,769,883
Expenditures:					
Instruction				395,732	395,732
Support services	7,000	6,000		1,239,475	1,252,475
Operation of non-instructional services				731,016	731,016
Other uses			37,515	15,850	53,365
Total expenditures	7,000	6,000	37,515	2,382,073	2,432,588
Excess of revenues collected over (under) expenditures before other financing sources (uses)	(3,134)	5,500	(17,515)	352,444	337,295
Other financing sources (uses):					
Transfers in (out)	0	0	0	(325,769)	(325,769)
Excess of revenues collected over (under) expenditures	(3,134)	5,500	(17,515)	26,675	11,526
Cash fund balances, beginning of year	190,268	(5,500)	31,687	1,901,475	2,117,930
Cash fund balances, end of year	$ 187,134	0	14,172	1,928,150	2,129,456

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
COMBINING STATEMENT OF ASSETS AND FUND BALANCES
ACTIVITY FUND
FOR THE YEAR ENDED JUNE 30, 2019

PROJECT NUMBER	PROJECT NAME ACTIVITES	BALANCE JULY 1, 2018	ADDITIONS	DELETIONS	BALANCE JUNE 30, 2019
801	FOOTBALL EXTRAS	$ 14,167	6,512	(14,329)	6,350
802	BOYS BASKETBALL EXTRAS	13,646	8,165	(16,027)	5,785
803	GIRLS BASKETBALL EXTRAS	2,124	6,071	(5,609)	2,586
805	BOYS BASEBALL EXTRAS	1,034	2,155	(2,563)	626
806	GIRLS SOFTBALL EXTRAS	5,956	1,116	(3,513)	3,559
807	WRESTLING EXTRAS	1,103	2,000	-	3,103
809	GIRLS SWIMMING EXTRAS	-	100	-	100
811	BOYS TRACK EXTRAS	633	-	(278)	355
812	GIRLS TRACK EXTRAS	441	-	(377)	64
813	BOYS GOLF EXTRAS	570	-	-	570
814	BOYS CROSS COUNTRY EXTRAS	486	-	-	486
815	BOYS SOCCER EXTRAS	1,051	5,259	(5,316)	994
816	GIRLS VOLLEYBALL EXTRAS	2,145	-	(150)	1,995
817	TRAINERS EXTRAS	3,621	270	(803)	3,088
819	ALL SPORTS EXTRAS	15,115	3,945	(2,269)	16,791
820	GIRLS SOCCER EXTRAS	2,295	-	-	2,295
821	GIRLS GOLF EXTRAS	15	-	-	15
822	GIRLS CROSS COUNTRY EXTRAS	36	-	-	36
830	DISTRICT ATHLETICS	242,696	(12,136)	(7,465)	223,095
831	DISTRICT CONCESSION	82,332	51,617	(42,536)	91,414
832	ATHLETICS (DISTRICT)	44,026	45,226	(75,078)	14,174
833	DISTRICT BASEMENT SUPPLY	(1,455)	-	514	(942)
836	DISTRICT SWIMMING	609	8,655	(7,472)	1,791
837	DRUG TESTING	100	(100)	-	-
840	ATHLETICS (SITES)	171,715	448,974	(432,751)	187,938
850	GENERAL	211,534	385,224	(343,319)	253,440
851	ACADEMIC TEAM	5,929	2,499	(3,144)	5,284
852	AGRICULTURE	21,861	94,208	(94,147)	21,922
853	AP EXAM	14,992	14,639	(14,410)	15,221
854	ART	26,469	20,904	(26,045)	21,328
855	A.H.S.C. ACTIVITIES	125	-	-	125
856	ASSISTANCE CLUB	14,200	19,345	(19,340)	14,205
857	ARTS IN EDUCATION	102	-	-	102
858	ACE	18,217	375	(2,106)	16,486
859	ADVANCE PLACEMENT	11	250	-	261
860	BAND	5,134	34,116	(30,146)	9,105
861	BUILDERS CLUB	4,261	5,127	(4,549)	4,839
862	BUSINESS	79	40	(27)	92
863	BOE REIMBURSEMENT	8,249	13,347	(15,216)	6,381
864	CAMPUS CRIME STOPPER	941	-	(2)	938
865	AMERICAN STUDIES CLUB	1,113	-	-	1,113
866	AMERICAN SIGN LANGUAGE	1,736	(1,736)	-	-
867	CHEERLEADERS	36,463	72,850	(78,172)	31,140
868	CHEMISTRY	2,992	-	(238)	2,754
869	CLOSE-UP	97	-	-	97
871	6TH GRADE TEAM	7,479	11,684	(11,714)	7,449
872	7TH GRADE TEAM	5,882	2,536	(4,652)	3,767
873	8TH GRADE TEAM	2,174	8,035	(7,461)	2,747
875	CONCESSIONS	13,767	35,561	(27,623)	21,705
880	eSPORTS	-	190	(108)	82
881	CULTURAL AWARENESS	1,315	-	(132)	1,182

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
COMBINING STATEMENT OF ASSETS AND FUND BALANCES
ACTIVITY FUND
FOR THE YEAR ENDED JUNE 30, 2019

PROJECT NUMBER	PROJECT NAME ACTIVITES	BALANCE JULY 1, 2018	ADDITIONS	DELETIONS	BALANCE JUNE 30, 2019
883	COUNSELORS	$ 1,959	1,054	(1,790)	1,222
884	ANIME	41	30	(43)	28
885	DRAMA	5,284	14,373	(13,297)	6,360
886	LETTERMEN CLUB	16,457	606	(899)	16,164
887	COMPUTER CLASS	245	234	(357)	122
888	AFRICAN AMER. MULT.	3,842	2,278	(1,980)	4,140
889	FFA	1,710	4,125	(3,330)	2,505
890	FCA	1,215	2,634	(2,356)	1,493
891	FCCLA	5,128	2,060	(4,114)	3,073
892	FBLA	135	270	-	405
893	CHARACTER ED	193	15	-	208
894	FENCING CLUB	969	-	-	969
895	FRENCH CLUB	1,297	2,531	(3,394)	434
896	FISHING CLUB	350	-	-	350
898	FFA HORTICULTURE	8,687	9,445	(8,032)	10,099
901	GIFTED/TALENTED	2,341	5,896	(6,069)	2,167
902	DRILL TEAM	7,467	29,636	(25,071)	12,032
903	MENTORSHIP PROGRAM	4,791	28,543	(23,559)	9,775
904	NEWSPAPER	388	-	-	388
905	LIBRARY	82,280	178,601	(171,540)	89,341
906	KEY CLUB	11,380	28,489	(32,050)	7,819
907	MATHEMATICS	5,213	3,252	(5,379)	3,085
908	NHS	13,530	8,395	(7,803)	14,122
909	NJHS	7,022	7,684	(6,984)	7,722
910	MISC. EXPENSE	34,284	58,315	(29,663)	62,937
911	NATIVE AMERICAN CLUB	4,949	342	(186)	5,105
912	MILITARY CHILD CLUB	3,949	3,024	(2,988)	3,985
913	OPEN DOORS	69	-	-	69
914	ORCHESTRA	6,177	18,745	(18,333)	6,588
915	PHYSICS	176	-	-	176
916	PHYSICAL EDUCATION	9,284	4,118	(3,783)	9,619
917	ROBOTICS	4,806	2,971	(3,072)	4,705
918	PEP CLUB	1,789	11,990	(9,291)	4,488
919	PICTURES	72,960	26,154	(38,300)	60,814
920	JROTC	34,479	42,780	(50,616)	26,643
921	RENAISSANCE	8,684	7,000	(5,015)	10,669
922	RESOURCE CENTER	7,939	765	(2,465)	6,239
924	SCIENCE CLUB	15,643	16,567	(14,561)	17,649
925	ELECTIVES	4,472	2,787	(2,283)	4,976
926	LPS STROLLING STRING	2,021	1,290	(2,048)	1,263
927	SPANISH CLUB	3,176	3,447	(4,814)	1,809
928	SPEECH & DEBATE	394	473	(501)	366
929	SPECIAL EDUCATION	7,169	7,884	(6,810)	8,242
931	STUDENT COUNCIL	37,385	102,002	(80,391)	58,996
932	HUMAN RESOURCES	16	-	-	16
933	STUDENT STORE	9,251	7,503	(8,845)	7,909
934	SENIORS 2020	731	3,797	(1,759)	2,769
935	SENIORS 2021	1,213	1,200	(2,172)	240
936	SENIORS 2022	4,503	735	(461)	4,777
937	SENIORS 2023	5,090	(4,498)	(216)	375
938	SENIORS 2024	349	7,409	(4,552)	3,206

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
COMBINING STATEMENT OF ASSETS AND FUND BALANCES
ACTIVITY FUND
FOR THE YEAR ENDED JUNE 30, 2019

PROJECT NUMBER	PROJECT NAME ACTIVITES	BALANCE JULY 1, 2018	ADDITIONS	DELETIONS	BALANCE JUNE 30, 2019
939	AUTISM	$ 1,423	1,973	(1,370)	2,026
940	SUMMER SCHOOL	860	-	-	860
941	RUNNING CLUB	378	465	(530)	314
942	DISTRICT TESTING	125	100	-	225
943	TECHNOLOGY	1,849	363	(1,029)	1,183
944	TECHNOLOGY STUDENT ASSOC	133	-	-	133
945	TEXTBOOKS	792	1,349	(2,141)	-
946	VOCAL MUSIC	20,272	70,459	(73,223)	17,508
947	TECH-NOW	1,604	1,102	(1,221)	1,484
948	WAT	-	749	(639)	110
949	PARTNERS CLUB	61	-	(56)	5
950	STUDENT SERVICES	177	-	(49)	128
951	YEARBOOK	54,743	98,883	(115,697)	37,929
952	PARENT INVOLVEMENT	173	-	-	173
953	ACCELERATED READING	95	-	-	95
954	WEIGHTROOM LIFTATHON	3,797	13,720	(14,615)	2,902
955	PHOTOGRAPHY	115	-	-	115
959	CHESS CLUB	507	-	(327)	180
960	COMMISSION	144,205	63,117	(77,897)	129,425
961	FRIENDS IN NEED	9,328	2,409	(1,782)	9,954
962	LPS CHRISTMAS CHEER	3,124	2,569	(1,780)	3,912
963	SCRAPBOOKING	869	33	(102)	800
964	INTERACT ROTARY CLUB	14	-	-	14
969	LAWTON JROTC DRILL MEET	35	1,895	(1,848)	83
970	X-TENDED TIME	27,325	48,024	(41,706)	33,644
971	X-TENDED TIME BOARD	-	268,982	(268,946)	37
973	TEEN COUNCIL	82	-	-	82
974	ARCHERY	854	835	(856)	833
975	HOLDING ACCOUNT	1,253	-	(74)	1,179
977	SPEECH PATHALOGY	335	100	(100)	335
979	GAY STRAIGHT ALLIANCE	1,093	755	(592)	1,256
981	HOMELESS EDUCATION	7,164	11,013	(9,183)	8,994
983	YOUTH IN GOVERNMENT	746	360	(795)	311
984	DESIGNATED CONTRIBUTIONS	93,241	21,846	(24,265)	90,823
985	STAGE PRODUCTION	47	104	-	151
986	FACULITY IN-SERVICE	3	-	-	3
987	TITLE I SUMMER KINDERGARTEN A	277	-	-	277
988	VISION IMPAIRED	527	-	-	527
989	AP ECONOMICS	2,520	-	(1,787)	734
990	SPECIAL OLYMPICS	13,092	27,098	(16,889)	23,302
991	MEDIA PRODUCTIONS	1,103	28	-	1,131
993	LEADERSHIP	293	-	-	293
994	LPS FOUNDATION GRANTS	-	116,925	(114,641)	2,284
995	FACULTY FUND	2,998	10,529	(8,556)	4,971
996	PARENT UNIVERSITY	-	1,550	-	1,550
997	IPAD REPAIR/REPLACE	31,348	13,212	(15,396)	29,164
998	LAWTON COMMUNITY SERVICES	27	-	-	27
	TOTAL	$ 1,901,475	2,734,517	(2,707,842)	1,928,150

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019

	Federal CFDA Number	Pass Through Grantor's Project Number	Balance 6/30/2018	Federal Grant Receipts	Federal Grant Expenditures	Balance 6/30/2019
U.S. Dept. of Education-						
Direct Programs						
Indian Education, Grants to Local Educational Agencies	84.060	561	$ (88,770)	296,066	257,039	(49,742)
ROTC	12.n/a	771	236,623	240,296	476,919	-
Impact Aid	84.041	591/592	-	5,732,700	5,732,700	-
Passed Through the Bureau of Indian Education						
Johnson-O'Malley Program	15.130	563	64,587	10,352	51,783	23,156
Passed Through Oklahoma Department of Career and Technology Education						
Vocational Education - Basic Grant to States	84.048	421	(19,949)	19,949	69,663	(69,663)
Passed Through State Department of Education:						
Title I, Grants to Local Educational Agencies	84.010	511/512/515/786	(605,175)	4,828,859	4,737,913	(514,229)
Special Education - Grants to States	84.027	613/615/621 /625	(761,780)	2,788,939	3,111,954	(1,084,794)
Special Education - Preschool Grants	84.173	641/642	(14,935)	78,843	73,198	(9,290)
Special Education Cluster			(776,715)	2,867,782	3,185,152	(1,870,799)
Title II - Part A Teacher and Prinicpal Training and Recruiting Fund	84.367	541/786	(31,207)	521,836	523,560	(32,931)
Title III, Part A - Limited English Proficiency	84.365	571/572/786	(2,804)	56,067	57,821	(4,559)
Title IV - Part A	84.287	553	-	48,524	109,112	(60,588)
Title X - Part C McKinney Homeless	84.196	596	(12,655)	96,229	92,712	(9,139)
			(15,459)	200,819	259,646	(74,286)
Passed Through State Department of Career and Technology Education:						
Job Training Department of Rehabilitation Services	84.126	456	(131)	73,583	78,216	(4,764)
Total U.S. Department of Eduation			(1,236,196)	14,792,243	15,372,591	(2,593,259)

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019

	Federal CFDA Number	Pass Through Grantor's Project Number	Balance 6/30/2018	Federal Grant Receipts	Federal Grant Expenditures	Balance 6/30/2019
U.S. Department of Agriculture						
Passed Through Oklahoma State Department of Education:						
National School Lunch Program	10.555	763	$ 3,974,552	4,040,424	8,014,977	-
School Breakfast Program	10.553	764	1,744,850	1,838,046	3,582,897	-
Summer Food Service Program	10.559	766	(70,967)	118,621	145,926	(98,272)
Child & Adult Care Food Program	10.558	769	-	4,265	4,265	-
Lunch Program - Commodities	10.555	n/a	7,089	490,854	497,943	-
Summer Food Service Program -Commodities	10.559	n/a	702	-	702	-
Child Nutrition Cluster			5,656,226	6,492,210	12,246,710	(98,272)
Equipment Assistant Grant	10.579	791	(20,502)	20,502	-	-
Total U.S. Department of Agriculture			5,635,724	6,512,712	12,246,710	(98,272)
U.S. Department of Defense						
Direct Program						
Competitive Grants: Promoting K-12 Student Achievement at Military-Connected Schools-- Middle Schools	12.556	777	(16,969)	57,904	46,607	(5,672)
Competitive Grants: Promoting K-12 Student Achievement at Military-Connected Schools-- Elementary Schools	12.556	775	(227,904)	316,235	94,001	(5,670)
Competitive Grants: Promoting K-12 Student Achievement at Military-Connected Schools-- High Schools	12.556	779	(12,301)	34,870	26,913	(4,343)
Invitational Grants for Military-Connected Schools-Special Education	12.557	778	(4,998)	4,998	-	-
Total U.S. Dept. of Defense			(262,172)	414,006	167,520	(15,685)
Total Expenditures of Federal Awards			**$ 4,137,356**	**21,718,962**	**27,786,820**	**(2,707,216)**

Note A - Basis of Presentation - The accompanying schedule of expenditures of federal awards includes the federal activity of the District for the year ended June 30, 2019. This information is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) . Because the schedule presents only a selected portiion of the operations of the District, it is not intended and does not present the financial position, changes in net position, or cash flows of the District.

Note B - Summary of Significant Accounting Policies - Expenditiures reported on this schedule are reported on the regulatory basis of accounting consistent with the preparation of the combined financial statements except as noted in Note 4. Expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The District has elected not to use the 10 percent de minimus indirect cost rate allowed under the Uniform Guidance.

Note C - Non-Monetary Assistance - Commodities received by the District in the amount of $490,854 were of a non-monetary nature and therefore the total revenue does not agree with the financial statements

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable Board of Education
Lawton Independent School District No. 8
Lawton, Comanche County, Oklahoma

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States the financial statements of the government activities, each major fund, and the aggregate remaining fund information of Lawton Independent School District No. 8, Comanche County, Oklahoma, as of and for the year June 30, 2019, and the related notes to the financial statements, which collectively comprise, Lawton Independent School District No. 8, Comanche County, Oklahoma's basic financial statements, and have issued our report thereon dated February 20, 2020. Our report included an adverse opinion on U.S. generally accepted accounting principles because the District prepares its financial statements on a prescribed regulatory basis of accounting.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control. Accordingly, we do not express an opinion on the effectiveness of Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weakness or significant deficiencies may exist that have not been identified. We consider the deficiency, item 2019-001, described in the accompanying schedule of findings and responses to be material a weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lawton Independent School District No. 8, Comanche County, Oklahoma's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed one instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and responses as item 2019-001.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sanders, Bledsoe & Hewett
Certified Public Accountants, LLP

February 20, 2020

SANDERS, BLEDSOE & HEWETT
CERTIFIED PUBLIC ACCOUNTANTS, LLP

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

The Honorable Board of Education
Lawton Independent School District No. 8
Lawton, Comanche County, Oklahoma

Report on Compliance for Each Major Federal Program

We have audited Lawton Independent School District No. 8, Comanche County, Oklahoma's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Lawton Independent School District No. 8, Comanche County, Oklahoma's major federal programs for the year ended June 30, 2019. Lawton Independent School District No. 8, Comanche County, Oklahoma's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the federal statutes, regulations and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Lawton Independent School District No. 8, Comanche County, Oklahoma's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States, and the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Lawton Independent School District No. 8, Comanche County, Oklahoma's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our unmodified opinions on compliance for each major federal program. However, our audit does not provide a legal determination of the Lawton Independent School District No. 8, Comanche County, Oklahoma's compliance.

Opinion on Each Major Federal Program

In our opinion, Lawton Independent School District No. 8, Comanche County, Oklahoma complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of the Lawton Independent School District No. 8, Comanche County, Oklahoma is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions to prevent or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness* in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or defected and corrected, on a timely basis. A *significant deficiency* in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Sanders, Bledsoe & Hewett
Certified Public Accountants, LLP

February 20, 2020

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
SCHEDULE OF FINDINGS AND RESPONSES
JUNE 30, 2019

Section 1 – Summary of Auditor's Results:

Financial Statements:

Type of audit report: Unmodified - Regulatory Basis

Internal control over financial reporting:

Material weakness(es) identified?	_x_ Yes	____ No
Significant Deficiency(ies)?	____ Yes	_x_ None Reported

Noncompliance material to financial statement _x_ Yes ____ No

Federal Awards:

Internal control over financial reporting:

Material weakness(es) identified?	____ Yes	_x_ No
Significant Deficiency(ies)?	____ Yes	_x_ None Reported

Type of auditors' report issued on compliances for major programs: Unmodified

Any audit findings disclosed that are required to be reported under 2 CFR section 200.516(a)? ____ Yes _x_ No

Identification of Major Programs:

CFDA Number	Name of Federal Program or Cluster
10.553; 10.555; 10.559	Child Nutrition Cluster
84.060	Impact Aid

Dollar Threshold used to distinguish between Type A and Type B programs $ 750,000

Auditee qualified as a low-risk auditee? ____ Yes _x_ No

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
SCHEDULE OF FINDINGS AND RESPONSES
JUNE 30, 2019

Section 2 – Findings relating to the financial statements required to be reported in accordance with GAGAS:

2019-001 Financial Reporting

Condition:	District accounting software was not properly maintained or reconciled to the monthly bank statements, and Oklahoma Cost Accounting System (OCAS) data was not corrected and submitted in a timely manner, as required by the Oklahoma State Department of Education.
Criteria:	Generally accepted auditing standards require the financial statements to be a product of the finacial reporting system of the entity being audited. OCAS requires all corrections and final submission of acounting data by September 1 after the end of each fiscal year.
Context:	The District was not able to provide properly reconciled accounting software for the compilation of the annual Estimate of Needs, and OCAS data was not submitted to the Oklahoma State Department of Education until November 13, 2019.
Cause:	There was a transition in the management of the District's financial office, and the new administration was not able to implement proper accounting controls and perfrom timely reviews and corrections to the accounting data.
Effect:	Potential that a material misstatement of the District's financial statements will not be prevented or detected on a timely basis.
Recommendation:	We recommend that the District stress the importance of timely and accurate accounting information for all transactions, and that proper internal controls be established and followed.
District Response:	There was another transition in management of the District's financial office, and the new administration was able to examine and correct every transaction from July 1, 2018 to June 30, 2019. All funds and accounts are correct at this time.

Section 3 – Findings and questioned costs for federal awards:

NONE

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2019

Section 2 – Financial Statement Findings

2018-001 Financial Reporting

Condition: District was not able to report capital assets on the financial statements, and material adjustments related to debt and long-term liabilities were necessary to prepare the financial statements.

Recommendation: The auditor recommended that the District evaluate its financial reporting system and provide documentation to evaluate its adequacy and minimize the likelihood of material audit adjustments.

Status: Condition continued in the 2018-19 fiscal year, but was resolved in the 2019-20 fiscal year. A change in financial office administration was made in 2019-20, and all 2017-18 and 2018-19 financial transactions were examined and corrected to bring all accounts into full compliance prior to audit.

2018-002 Negative Fund Balance

Condition: The Gifts Fund (81) had a negative fund balance at June 30, 2018 of ($5,500).

Recommendation: The auditor recommended that the District evaluate its monitoring procedures of funds to ensure they have adequate resources before issuing checks.

Status: Condition has been resolved.

Section 3 – Federal Award Findings

2018-003 Preparation of Schedule of Expenditures of Federal Awards (SEFA)

Condition: The schedule of expenditures of federal awards was not prepared by the District.

Recommendation: The auditor recommended that the District evaluate its financial reporting system to include controls over the accumulation of federal awards expended for the preparation of the SEFA.

Status: Condition has been resolved.

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2019

U.S. Department of Defense

2018-004 Promoting K-12 Student Achievement at Military-Connected Schools CFDA#12.556 (OCAS Project 775, 777 & 779)

Condition: Federal program expenditures related to salaries/wages did not have proper time and effort documentation.

Recommendation: The auditor recommended that the District implement proper controls for compliance with time and effort standards related to personnel costs paid with DoD federal funds.

Status: Condition continued in the 2018-19 fiscal year, but has been subsequently resolved in the 2019-20 fiscal year.

U.S. Department of Defense

2018-005 Invitational Grants for Military-Connected Schools—DoDEA Grant CFDA#12.557 (OCAS Project 778)

Condition: Federal program expenditures related to salaries/wages did not have proper time and effort documentation.

Recommendation: The auditor recommended that the District implement proper controls for compliance with time and effort standards related to personnel costs paid with DoD federal funds.

Status: Condition continued in the 2018-19 fiscal year, but has been subsequently resolved in the 2019-20 fiscal year.

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
STATEMENT OF STATUTORY, FIDELITY AND HONESTY BONDS (UNAUDITED)
FOR THE YEAR ENDED JUNE 30, 2019

BONDING COMPANY	POSITION COVERED	BOND NUMBER	COVERAGE AMOUNT	EFFECTIVE DATES
CNA Surety	Superintendent	71399290	$ 100,000	7/1/18-6/30/19
Liberty Surety	Treasurer	32S108651	100,000	7/1/18-6/30/19
Liberty Surety	Assistant Treasurer	32S108651	100,000	7/1/18-6/30/19
Liberty Surety	Custodian of Activity Fund	32S108651	10,000	7/1/18-6/30/19
Liberty Surety	Assistant Custodian of Activity Fund	32S108651	1,000	7/1/18-6/30/19
Liberty Surety	Clerk	32S108651	1,000	7/1/18-6/30/19
Liberty Surety	Deputy Clerk	32S108651	1,000	7/1/18-6/30/19
Liberty Surety	Minutes Clerk	32S108651	1,000	7/1/18-6/30/19
Liberty Surety	Encumbrance Clerk	32S108651	1,000	7/1/18-6/30/19

LAWTON INDEPENDENT SCHOOL DISTRICT NO. I-8, COMANCHE COUNTY
SCHEDULE OF ACCOUNTANT'S PROFESSIONAL LIABILITY INSURANCE
AFFIDAVIT
JULY 1, 2018 TO JUNE 30, 2019

State of Oklahoma)
) ss
County of Tulsa)

The undersigned auditing firm of lawful ages, being first duly sworn on oath says that said firm had in full force and effect Accountant's Professional Liability Insurance in accordance with the "Oklahoma Public School Audit Law" at the time of audit contract and during the entire audit engagement with Lawton Independent School District No. 8 for the audit year 2018-19.

Sanders, Bledsoe & Hewett
Certified Public Accountants, LLP
Auditing Firm

By _____
Authorized Agent

JULIE A HOPPING NOTARY No. 19002530 Expires March 11, 2023 PUBLIC STATE OF OKLAHOMA

Subscribed and sworn to before me
This 20th day of February 2020

_____
Notary Public (or Clerk or Judge)

My Commission Expires: 3/11/2023
Commission No. 19002530

Minutes of the Lawton Public Schools
Board of Education Special Meeting
Held on Wednesday, April 1, 2020

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Wednesday, April 1, 2020 at 12:00 PM in Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

Due to changes in law effective March 18, 2020 temporarily modifying the Oklahoma Open Meeting Act to allow for teleconferencing and videoconferencing as a method of holding public meetings subject to the Act during the Coronavirus Pandemic, the board meeting was conducted partly by teleconferencing and in-person. This method will be used until the State of Emergency declared by Governor Stitt is terminated or November 15, 2020, whichever occurs first.

Parties attending the meeting at Shoemaker Education Center, 753 NW Fort Sill Blvd., were:
Carla Clodfelter, President
Patty Neuwirth, Vice-President
Mary Bradley, Member
Kent Jester, Member

Attending the meeting via Teleconferencing:
Kelly Edwards, Board Member

Others present:
Dr. Tom Thomas, Interim Superintendent
Kathy Bentley, Clerk of the Board
Denise Duffy, Minutes Clerk
Zeldon Rice, Board Member Designee for Area 5

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Carla Clodfelter, President, called the meeting to order. Interim Superintendent Dr. Tom Thomas led the flag salute.

Interim Superintendent Dr. Tom Thomas presented two new policies for adoption regarding the allowance of school boards to meet during the state of emergency using either teleconference or videoconference and the regulations for them, retroactive to March 18, 2020:

- Policy BE-E - Board of Education Meetings Teleconferencing or Videoconference Regulations (Sample Notice and Agenda)
- Policy BE - R2 - Board of Education Meetings Teleconferencing or Videoconference (Regulations)

Motion Passed: Motion to approve the adoption of both policies passed with a motion by Patty Neuwirth and a second by Mary Bradley. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

Interim Superintendent Dr. Tom Thomas read the following statement:

First let me say that we understand that our staff, students and parents are under tremendous stress brought about by the school closure necessitated by the Covid-19 pandemic. We want you to know that the safety of our staff, students and their families are our highest priority during these trying times and we are making decisions with this in mind. We are in contact with health officials on a daily basis and are following CDC guidelines in our operations.

I want to express my sincerest thanks to all those employees who have been performing essential duties during this period of closure. Many staff from groundskeepers through Executive Directors have kept our district operating. We have continued to pay bills, prepare payroll, prepare and deliver meals and maintain our facilities and we will continue to need to do so. The virus will not make the grass stop growing or keep children from getting hungry…. your work is essential to the health and well-being of our community. To any parents that may be watching this meeting, we are presently serving 6,000 grab-and-go meals daily. The procedures we are following to prepare and deliver these meals is considered "low risk" as defined by health officials. If you are not participating in this service and wish to begin, please see our FAQs page about delivery sites. The only requirement to participate in the meal program is that your child be 18 or under…your child doesn't even need to be an LPS student to participate.

Since the State Board ordered the closure of schools, many of our staff have worked almost around the clock preparing for the next phase of the closure, Continuous Learning as required by the State Board. With regard to learning activities which will begin next Monday, April 6th, let me assure parents that we will be providing learning opportunities for your students in many ways. You will not need to have computers or internet in your home for your student to participate in our Distance Learning activities. Parents, I strongly encourage you to ensure that your student engages with us in our distance learning activities. When school resumes next year, we want all students to be ready to learn and progress. Without this engagement, your student may fall behind others and require significant remediation next year.

For our instructors, we know that delivering instruction remotely will be challenging but we all know it is the right thing to do to keep the summer slide to a minimum. Keeping students engaged with meaningful instruction is our only option at this point and we appreciate your willingness to make this as meaningful as possible.

With regard to the resolution we are asking the Board to approve, we want our staff to know that, once approved, if you have been receiving a paycheck from LPS, you will continue to receive a paycheck for the remainder of your contract. This includes teachers, administrators and support staff. The work we need you to do may be different than in the past as necessitated by our Distance Learning Plan but you will continue to be paid. The only exception to this would be our day-to-day substitute teachers…. without regular school, we simply won't need day-to-day subs. We value the work you have performed for the district and I am sorry that we simply cannot legally pay for work not performed.

I want you all to know that we are all in this together and that when we return to the schooling practices we all know, hopefully, we will all be stronger from this experience.

Thank you for your continued support and trust in our district.

He presented the following Resolution for approval changing the last day of school from May 21, 2020 to May 8, 2020 as well as grant paid Emergency Administrative Leave to any support staff, teachers, administrators and professional technical employees allowing employees to be paid throughout the duration of their original 2019-2020 employment contracts:

Resolution to Change School Calendar and Ensure Employee Pay

Whereas, *Wednesday, March 11, 2020, the World Health Organization declared the Coronavirus a pandemic after the virus spread to more than 100 countries worldwide; and,*

Whereas, *Friday, March 13, 2020, the President of the United States declared a national emergency due to the Coronavirus/ COVID-19 global pandemic; and,*

Whereas*, Friday, March 13, 2020 the Governor of the State of Oklahoma declared an emergency for all 77 counties in Oklahoma over COVID-19 concerns; and,*

Whereas, *Wednesday, March 25, 2020, the Oklahoma State Board of Education voted to keep Oklahoma's school buildings closed and implement distance learning plans for the remainder of the school year due to COVID-19; and*

Whereas, *due to the above, Lawton Public Schools is moving the last day of school from May 21st, 2020 to May 8th, 2020; and*

Whereas *the Lawton Public Schools Board of Education and Administration are committed to ensuring that closing schools early will not result in a financial burden to any District employees.*

Therefore, be it resolved, *that despite the change to the last day of classes for students, the Lawton Public Schools Board of Education directs the Superintendent of Lawton Public Schools to grant any support staff, teachers, administrators and professional technical employees paid Emergency Administrative Leave necessary to allow such employees to be paid throughout the duration of their original 2019-2020 employment contracts.*

Motion Passed: Motion to approve the proposed resolution changing the last day of school from May 21, 2020 to May 8, 2020 and granting paid Emergency Administrative Leave to any support staff, teachers, administrators and professional technical employees allowing employees to be paid throughout the duration of their original 2019-2020 employment contracts passed with a motion by Kent Jester and a second by Patty Neuwirth. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

Ms. Bradley inquired as to how the district would handle employees hired on a duration of need basis such as Title I Tutors and he stated they and elected instructors would be assigned different "stay at home" duties to help facilitate the district's distance learning plans, adding that only essential employees will be allowed in buildings.

He presented the following Resolution recommended by the Oklahoma State School Board Association granting emergency powers to the superintendent:

Resolution to Grant Emergency Powers to the Superintendent

Whereas *on March 15, 2020, Governor Kevin Stitt declared a state of emergency due to the impending threat of COVID-19 to the people of the State of Oklahoma; and*

Whereas, *on March 16, 2020, the state Board of Education voted to enact mandatory, statewide closure of all public schools for purposes of providing instructional services or activities until April 6, 2020*

Whereas *under 70 O.S. §§ 5-106 & 5-117, the Board of Education of each school district in Oklahoma has general control and supervision of all matters pertaining to the public schools; and*

Whereas *under 70 O.S.5-106 the Board of Education has the authority to prescribe the duties of the Superintendent, subject to such limitations set forth in the law; and*

Whereas *the Board of Education finds that the current state of emergency requires that the Superintendent be granted greater flexibility to respond quickly and appropriately to the evolving crisis; and*

Whereas *the Board of Education under board policy (OSSBA Policy BJ), may delegate its executive powers to the Superintendent and provide the Superintendent freedom to manage the school district within the Board policies; and*

Whereas, *the Board of Education may by majority vote of the Board members present at a Board meeting held in compliance with law and Board policies grant to the Superintendent the authority to suspend temporarily the operation of any section or sections of Board policies not established by law or contract.*

NOW THEREFORE, BE IT RESOLVED *that the Lawton Public Schools Board of Education grants to the Superintendent the following temporary powers to address the COVID-19 emergency:*

1. Authority to temporarily waive such Board policies or provisions of Board policies as the Superintendent shall deem necessary to comply with guidance from appropriate health or governmental authorities or necessary for other effective response, provided such action is consistent with all applicable State and Federal laws.

2. Authority to take any lawful actions necessary to ensure the continuation of public education, to provide for the health and safety of students and employees, or to respond to direction from appropriate health and government authorities. Such actions may include, but are not limited to: adjustments to the curriculum and the provision of alternative educational program options; adjustments to employee work schedules and assignments; modifications to the school calendar; adjustments to the delivery of school-provided meals; limitations on access to property owned or controlled by the Board of Education; applying to any governmental body for financial or other aid as may be available; and applying to any governmental body for waiver of regulations or requirements, compliance with which is affected by the COVID-19 emergency, provided such action is consistent with all applicable State and Federal laws.

3. Authority to enter into contracts without prior Board approval for any dollar amount necessary for the purchase of materials, equipment, supplies, or services for sanitation, cleaning, technology, or other needs directly related to the COVID-19 emergency situation, provided such action is consistent with all applicable State and Federal laws.

NOW, BE IT FURTHER RESOLVED *that the Superintendent is directed to keep the Board of Education informed of any actions taken under this emergency authority as soon as is practicable in light of the circumstances.*

NOW, BE IT FURTHER RESOLVED *that the temporary powers authorized by this Resolution are in effect for the duration identified in Governor's Order 2020-07 of March 15, 2020, and any subsequent extension of that order, unless otherwise rescinded or extended by the Board upon a majority vote.*

NOW, BE IT FURTHER RESOLVED *that execution of this Resolution is conclusive evidence of the Board's approval of this action and of the authority granted herein.*

Ms. Clodfelter proposed to the board that the emergency powers be granted through the end of Dr. Thomas' term only and then do a new resolution with Superintendent Designee Kevin Hime once his contract begins with the district July 1, 2020, citing reasons that they do not know what he would want nor if he would agree with it.

Motion Approved: Following discussion, approval of the proposed resolution granting emergency powers to the Superintendent passed as written with a motion by Kent Jester and a second by Patty Neuwirth. Roll call was:

Mary Bradley	No
Carla Clodfelter	No
Patty Neuwirth	Yes
Kelly Edwards	Yes
Kent Jester	Yes

Dr. Thomas recommended to the board an early non-renewal of the Sodexo maintenance contract, effective midnight, March 31, 2020, with LPS taking over maintenance and grounds as of 12:01 a.m. April 1, 2020. He stated it would have a cost savings to the district of approximately $300,000 for the remainder of FY20.

Motion Approved: Motion to approve the termination of the Sodexo Maintenance contract effective midnight March 31,2020 passed with a motion by Patty Neuwirth and a second by Mary Bradley. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes
Kent Jester	Yes

Dr. Thomas recommended the approval of employment/promotion of **Jack Hanna** from Director of Operations to **Executive Director of Operations**, noting that with the non-renewal of the Sodexo maintenance contract and the departure of John Shirley, Director of Facilities, the district will need to expand Mr. Hanna's duties to oversee Maintenance, Grounds and Transportation.

Motion Approved: Approval of the employment/promotion of Jack Hanna, as Executive Director of Operations passed with a motion by Kent Jester and a second by Patty Neuwirth. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes
Kent Jester	Yes

Dr. Thomas also recommended the approval of employment of Don McCaig as Director of Maintenance, a prior LPS employee who was Manager of Facilities & Operations with Sodexo. He noted that with the early non-renewal of the Sodexo contract it will require several significant emergency actions by the district.

Motion Passed: Approval of employment of **Don McCaig as Director of Maintenance** passed with a motion by Patty Neuwirth and a second by Mary Bradley. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes
Kent Jester	Yes

FUTURE BOARD MEETING DATES

The next regular board meeting date is Thursday, April 16, 2020, 5:00 p.m., in the Shoemaker Center Auditorium. Dr. Thomas recommended to the board that as distance becomes more critical, that they aim to limit their personal interactions and he proposed they try to set up a virtual meeting for the next board meeting, if they all agree to do so.

BOARD ANNOUNCEMENTS

Ms. Clodfelter thanked teachers for doing a great job with communicating with parents during this crisis. She also congratulated Lynn Cordes for receiving the FEMA Whole Community Preparedness Award.

ADJOURNMENT

Motion Passed: Motion to adjourn the meeting passed with a motion by Patty Neuwirth and a second by Mary Bradley. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes
Kent Jester	Yes

I, the undersigned clerk of the Board of Education of Lawton Public Schools, District I-8, Comanche County, Oklahoma, do hereby certify that prior notice of this meeting was given to the County Clerk of Comanche County, Oklahoma, listing the time, place, and date of the meeting. I also certify that at least 24 hours prior to the meeting, notice of the time and place and the agenda were posted in prominent view of the location of the meeting and in all respects Title 25, O.S. (Supp.) both inclusive, have been complied with fully.

Witness my hand and seal of the school district this_____day of___, 2020.

School Seal:

_____
Kathy Bentley, Clerk of the Board

_____
Denise Duffy, Minutes Clerk

_____
Carla Clodfelter, President

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

PURCHASING SECTION

April 16, 2020

I. Request permission to increase, issue purchase orders, and to make related encumbrances.

II. Emergency Approvals.

III. Gasoline Tabulation.

IV. Bids/Quotes. Recommend awarding bids/quotes as marked. If deviation is made from awarding to law qualified bidder, a notation is either made below or shown on the bid tabulation.

A. HVAC Renovation - CMS. Jack Hanna

B. Turf Replacement - Cameron Stadium. Gary Dees

V. Encumbrance Approval/Partial Payment.

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Request to Increase Purchase Orders

April 16, 2020

Request permission to increase the following purchase orders:

OSIG	Shoemaker - **Gibbs**	#20000036
$10,000.00 to $13,000.00	Acct. #0-11-100	

An increase on standing purchase order of $3,000.00 is due to more accident deductibles needed than originally estimated.

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Request to Issue Purchase Orders and Make Related Encumbrances

April 16, 2020

Eisenhower Middle - B. Mattingly (Bond Fund) 0-33-166	Bernia Center
15 sewing machines with tables.	$18,270.00

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Superintendent's Emergency Approvals

April 16, 2020

Shoemaker - Hanna
(Bldg Fund) 0-21-108

Various Vendors

Emergency purchase orders were needed for the attached vendors for the transition from Sodexo to the Maintenance Dept (see attached list).

REQUEST PERMISSION TO ISSUE STANDING PURCHASE ORDERS
FOR THE 2019-2020 SCHOOL YEAR

MAINTENANCE DEPARTMENT

VENDOR	PURPOSE	AMOUNT
A-1 Appliance Company	Repair Parts & Supplies	$ 500.00
Airgas	Repair Parts & Supplies	$ 500.00
	Cylinder Rental	$ 500.00
	Additional Rental	$ 500.00
Albright Steel	Repair Parts & Supplies	$ 1,000.00
Amsco Supply	Repair Parts & Supplies	$ 500.00
Atlas-Tuck	Concrete	$ 2,000.00
Atwood's	Parts & Supplies	$ 1,000.00
B & B Garage	Parts & Supplies	$ 3,000.00
Brady's Glass	Glass & Supplies	$ 500.00
	Glass Repairs	$ 1,000.00
Batteries Plus	Parts & Supplies	$ 500.00
Bradford Industrial Supply	Repair Parts & Supplies	$ 10,000.00
CED	Parts & Supplies	$ 500.00
Chemtreat	Chemicals for Boilers	$ 10,000.00
Comanche Lumber	Building Materials & Supplies	$ 10,000.00
Daveco Industrial	Repair Parts & Supplies	$ 500.00
E & M Distributors	Parts & Supplies	$ 500.00
Elliot Electrical	Parts & Supplies	$ 1,000.00
Fastenal	Repair Parts & Supplies	$ 1,500.00
Federal Corp	Parts & Supplies	$ 2,000.00
Filtration Concepts	Filters-HVAC-Units	$ 15,000.00
Ford Roofing	Minor Roof Repairs	$ 20,000.00
IDN Acme	Repair Parts & Supplies	$ 1,500.00
James Supply	Parts & Supplies	$ 500.00
Jeff's Key Shop	Parts & Key Blanks	$ 400.00
Larrance Steel Corp	Repair Parts & Supplies	$ 500.00
Larrance Steel & Doors	Repair Parts & Supplies	$ 500.00
Lawton Winsupply	Repair Parts & Supplies	$ 10,000.00
Lennox	Repair Parts & Supplies	$ 5,000.00
Locke Supply	Repair Parts & Supplies - Maint	$ 1,000.00
Luckinbill	Labor to Repair A/C	$ 30,000.00
Mark's Plumbing	Repair Parts & Supplies	$ 5,000.00
Maxwell Supply	Parts & Supplies	$ 1 ,000.00
Mid America Lumber	Building Materials & Supplies	$ 500.00
Noble Mechanicals	Labor to Repair A/C	$ 10,000.00
Plumbmaster	Parts & Supplies	$ 5,000.00
Professional Turf	Parts & Supplies - Grounds	$ 1,000.00
Quality Sheet Metal	Parts & Supplies	$ 500.00

MAINTENANCE DEPARTMENT (continued)

VENDOR	PURPOSE	AMOUNT
Ron Stephens Service	Parts & Supplies - Grounds	$ 1,000.00
	Parts & Supplies - Maintenance	500.00
Sanders Hardware	Repair Parts & Supplies	$ 500.00
Sesco Electric	Repair Parts & Supplies	$ 10,000.00
Sherwin-Williams Paint	Paint & Supplies	$ 5,000.00
Southern Plains	Electrical Repairs	$ 25,000.00
Southwest Chemical	Custodial Supplies	$ 500.00
United Refrigeration	Repair Parts & Supplies	$ 5,000.00
W & R Mechanicals	Labor to Repair A/C	$ 10,000.00
Wolverine Brass	Parts & Supplies	$ 5,000.00

LAWTON PUBLIC SCHOOLS
LAWTON, OKLAHOMA
ADMINISTRATIVE SERVICES DIVISION

DIESEL / GASOLINE TABULATION
ALL OR NONE

Fuel Type:
#2 Ultra Low Sulfer Diesel
Unleaded Gasoline

Quantity Bid:
7500

BID DATE: 3/3/2020

DELIVERY DATE: 3/3/2020

VENDOR	TIME/DATE	DIESEL	UNLEADED
Glenn Oil Lawton, OK	3/3/20	$ 1.6200	
Clark Oil Co. Ada, OK			
**** Carey Johnson Oil Co. Lawton, Ok	3/3/20	$ 1.4800	
Hooten Oil Co Seminole, Ok			

TABULATION OF ACCEPTED BID

VENDOR SELECTED ----- Carey Johnson Oil Co.

FUEL	BID PRICE	GALLONS	TOTAL
DIESEL	$ 1.6200	3945	$6,390.90
UNLEADED	$ 1.4800	4004	$5,925.92
		GRAND TOTAL	**$12,316.82**

LAWTON PUBLIC SCHOOLS
LAWTON, OKLAHOMA
ADMINISTRATIVE SERVICES DIVISION

DIESEL / GASOLINE TABULATION
ALL OR NONE

Fuel Type:
#2 Ultra Low Sulfer Diesel
Unleaded Gasoline

Quantity Bid:
7500

BID DATE:
3/31/2020

DELIVERY DATE:
3/31/2020

VENDOR	TIME/DATE	DIESEL	UNLEADED
Glenn Oil Lawton, OK			
Clark Oil Co. Ada, OK			
**** Carey Johnson Oil Co. Lawton, Ok	3/31/2020	$ 1.1000	
Hooten Oil Co Seminole, Ok			

TABULATION OF ACCEPTED BID

VENDOR SELECTED - Carey Johnson Oil Co.

FUEL	BID PRICE	GALLONS	TOTAL
DIESEL	$ 1.1000	7427	$8,169.70
UNLEADED			
		GRAND TOTAL	**$8,169.70**

Lawton Public Schools
Central Middle School HVAC Repair

Project #1914B

Thursday, March 26, 2020

Contractor	Addenda	Affidavits	Bond	Base Bid	Days
** Hunter Mechanical & Controls, Inc.	2	X	X	$887,000.00	126
Luckinbill, Inc.	2	X	X	$1,255,000.00	140
Pippin Brothers, Inc.	2	X	X	$1,100,000.00	150

**LOW BIDDER

Lawton Public Schools
Cameron Stadium Field Turf Replacement

Project #1916B

Thursday, March 26, 2020

	Contractor	Addenda	Affidavits	Bond	Base Bid	Alternate #1	Base Bid Days	Alt. #1 Days
	Sprinturf, LLC.	1	X	X	$369,100.00	+$8,900.00	45	0
	A.T.G.-Ram Industries, LLC.	1	X	X	$403,000.00	+$7,800.00	30	0
	Act Global Americas Inc.	0	X	X	$396,517.00	$8,027.00	25	6
**	FieldTurf USA Inc.	1	X	X	$359,020.00	+$9,600.00	45	0
	Hellas Construction, Inc.	1	X	X	$460,900.00	+$9,000.00	30	0

	Contractor	Unit Price #1	Unit Price #2	Unit Price #3				
	Sprinturf, LLC.	$62.95	$54.25	Not Used				
	A.T.G.-Ram Industries, LLC.	Cost + 15%	Cost + 15%	$20.00				
	Act Global Americas Inc.	$69.50	$69.50	$13.00				
**	FieldTurf USA Inc.	$306.17	$112.62	$9.36				
	Hellas Construction, Inc.	$40.00	$45.00	Not Used				

**LOW BIDDER. SEE ATTACHED RECOMMENDATION.

Sheila Relf

From: Cory Miller <cory.miller@aipok.com>
Sent: Thursday, April 09, 2020 10:31 AM
To: Sheila Relf
Cc: Tom Thomas; Jack Hanna; Don McCaig; Bob Hanefield (rhanefield@cameron.edu); Gary Dees
Subject: LPS Cameron Turf - Bid Tabulation
Attachments: 1916B LPS Cameron Turf Bid Tab.pdf

***CAUTION: EXTERNAL EMAIL - Think before you click or open attachments! ***
Sheila,

I am attaching the bid tabulation for the LPS Cameron Stadium Field Turf Replacement project. AIP recommends accepting the Base Bid from the low bidder FieldTurf USA, Inc. It was decided not to pursue the Alternate for this project.

Thank you,
Cory S. Miller, NCARB
Sr. Project Manager/ Associate

Architects in Partnership
3220 Marshall Avenue | Norman, OK 73072
P: 405.360.1300 x215 | F: 405.360.1431 | C: 405.512.9662
cory.miller@aipok.com
www.aipok.com

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Please consider the environment before printing this email

BEGINNING DATE: 3/3/2020
ENDING DATE: 4/9/2020

LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
FUND 11 GENERAL FUNDS						
PROJECT 100 DISTRICT WIDE SERVICES						
SITE 050 DISTRICT WIDE SERVICES						
1	BD APVD 3-10-2020/AUDIT SERVICES/19-20 AUDIT	03/12/20	MARY E JOHNSON & ASSOCIATES PLLC	0-11-100-52318-331-000-0000-000-050	37,500.00	20004816
1	BD APVD 3-10-2020/AUDIT SERVICES/FEDERAL PROGRAM	03/12/20	MARY E JOHNSON & ASSOCIATES PLLC	0-11-100-52318-331-000-0000-000-050	4,000.00	20004816
			SITE Total 050 DISTRICT WIDE SERVICES		**41,500.00**	
SITE 051 DISTRICT WIDE CONTRACTS						
1	BD APVD 3-10-20/APPRAISAL FEE FOR VACANT LOT	03/12/20	DAN WIGINGTON APPRAISALS	0-11-100-52319-337-000-0000-000-051	1,500.00	20004815
			SITE Total 051 DISTRICT WIDE CONTRACTS		**1,500.00**	
			PROJECT Total 100 DISTRICT WIDE SERVICES		**43,000.00**	
PROJECT 101 ADMINISTRATIVE SERVICES						
SITE 350 SUPERINTENDENT_TOM THOMAS						
1	UNLIMITED DIGITAL ACCESS/KEVIN HIME	03/09/20	THE OKLAHOMAN	0-11-101-52321-647-000-0000-000-350	34.99	20004685
1	UNLIMITED DIGITAL ACCESS/LISA GLOVER	03/09/20	THE OKLAHOMAN	0-11-101-52321-647-000-0000-000-350	35.00	20004685
			SITE Total 350 SUPERINTENDENT_TOM		**69.99**	
SITE 352 COMMUNICATIONS_LYNN CORDES						
2	BATTERY CHARGER	03/04/20	AMAZON.COM	0-11-101-52560-619-000-0000-000-352	21.98	20004616
5	NEWSPAPER/VIDEO SUBMISSIONS FOR NSPRA AWARDS	03/09/20	NATIONAL SCHOOL PUBLIC	0-11-101-52560-810-000-0000-000-352	375.00	20004643
1	UNLIMITED DIGITAL ACCESS/KEVIN HIME	03/09/20	THE OKLAHOMAN	0-11-101-52560-647-000-0000-000-352	35.00	20004685
1	UNLIMITED DIGITAL ACCESS/LISA GLOVER	03/09/20	THE OKLAHOMAN	0-11-101-52560-647-000-0000-000-352	34.99	20004685
			SITE Total 352 COMMUNICATIONS_LYNN		**466.97**	
			PROJECT Total 101 ADMINISTRATIVE SERVICES		**536.96**	
PROJECT 102 INSTRUCTIONAL SERVICES						
SITE 105 ADAMS ELEMENTARY						
1	MARK IV ROLLER	03/09/20	ACCUCUT LLC	0-11-102-51000-681-100-1050-000-105	45.00	20004726

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	03/09/20	ACCUCUT LLC	0-11-102-51000-681-100-1050-000-105	9.00	20004726
2	XL STANDARD CUTTING PAD	03/09/20	ELLISON EDUCATIONAL EQUIPMENT, INC.	0-11-102-51000-681-100-1050-000-105	14.00	20004727
1	SHIPPING	03/09/20	ELLISON EDUCATIONAL EQUIPMENT, INC.	0-11-102-51000-681-100-1050-000-105	6.00	20004727
			SITE Total 105 ADAMS ELEMENTARY		**74.00**	
SITE 108 CARRIAGE HILLS ELEMENTARY						
3	CHROMEBOOKS WITH GOOGLE CHROME LICENSE	03/12/20	TRINITY 3 TECHNOLOGY	0-11-102-51000-653-100-1050-000-108	870.00	20004826
1	SHIPPING	03/12/20	TRINITY 3 TECHNOLOGY	0-11-102-51000-653-100-1050-000-108	60.00	20004826
1	QUOTES/LABOR & MATLS TO INSTALL STAGE CURTAINS	03/04/20	NATIONAL STAGE EQUIPMENT COMPANY	0-11-102-52620-450-000-0000-000-108	6,168.00	20004611
			SITE Total 108 CARRIAGE HILLS ELEMENTARY		**7,098.00**	
SITE 127 FREEDOM ELEMENTARY						
4	QUOTES/TRUTOUCH ON-BOARD COMPUTER	03/09/20	PIRAINO CONSULTING INC	0-11-102-51000-653-100-1050-000-127	4,996.00	20004664
			SITE Total 127 FREEDOM ELEMENTARY		**4,996.00**	
SITE 140 RIDGECREST ELEMENTARY						
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/30/20	LAKESHORE CURRICULUM MATERIALS	0-11-102-51000-681-100-1050-000-140	662.88	20004883
1	SHIPPING	03/30/20	LAKESHORE CURRICULUM MATERIALS	0-11-102-51000-681-100-1050-000-140	54.58	20004883
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/30/20	WALMART	0-11-102-51000-681-100-1050-000-140	1,164.19	20004884
1	CALCULATOR PER ATTACHED	03/30/20	WALMART	0-11-102-52410-619-000-0000-000-140	114.63	20004884
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/30/20	SCHOOL SPECIALTY INC	0-11-102-51000-681-100-1050-000-140	4,040.34	20004885
1	SHIPPING	03/30/20	SCHOOL SPECIALTY INC	0-11-102-51000-681-100-1050-000-140	249.31	20004885

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
4	ECONOMY VACUUM	03/30/20	ULINE	0-11-102-52620-618-000-0000-000-140	920.00	20004916
1	SHIPPING	03/30/20	ULINE	0-11-102-52620-618-000-0000-000-140	36.40	20004916
1	INSTRUCTIONAL ITEMS PER ATTACHED	03/09/20	SCHOOL SPECIALTY INC	0-11-102-51000-681-100-1050-000-140	1,043.88	20004724
1	SHIPPING	03/09/20	SCHOOL SPECIALTY INC	0-11-102-51000-681-100-1050-000-140	145.79	20004724
1	MUSIC EQUIPMENT PER ATTACHED	03/09/20	JERRY'S MUSIC EMPORIUM, INC.	0-11-102-51000-681-100-1170-000-140	1,094.00	20004725
			SITE Total 140 RIDGECREST ELEMENTARY		**9,526.00**	
SITE 148 HUGH BISH ELEMENTARY						
3	JAMF LICENSE	03/30/20	JAMF SOFTWARE LLC	0-11-102-51000-653-100-1050-000-148	18.00	20004929
3	IPADS	04/01/20	APPLE INC	0-11-102-51000-653-100-1050-000-148	897.00	20004938
			SITE Total 148 HUGH BISH ELEMENTARY		**915.00**	
SITE 165 LINCOLN ELEMENTARY						
1	DYMO LABELWRITER 450	03/04/20	STAPLES	0-11-102-52410-653-000-0000-000-165	139.99	20004612
1	3M CR5400 SCANNER	03/04/20	RAPTOR TECHNOLOGIES LLC	0-11-102-52670-653-000-0000-000-165	495.00	20004613
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/04/20	LAKESHORE CURRICULUM MATERIALS	0-11-102-51000-681-100-1050-000-165	520.80	20004614
5	ELECTRIC PENCIL SHARPNER	03/09/20	AMAZON.COM	0-11-102-51000-681-100-1050-000-165	137.20	20004675
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/10/20	AMAZON.COM	0-11-102-51000-681-100-1050-000-165	149.86	20004750
			SITE Total 165 LINCOLN ELEMENTARY		**1,442.85**	
SITE 168 PAT HENRY ELEMENTARY						
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/12/20	GOPHER SPORT	0-11-102-51000-681-100-1360-000-168	629.44	20004822

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	03/12/20	GOPHER SPORT	0-11-102-51000-681-100-1360-000-168	94.27	20004822
6	FOUR SQUARE WRITING METHOD-EARLY LEARNERS	03/10/20	AMAZON.COM	0-11-102-51000-681-100-1050-000-168	77.70	20004749
8	FOUR SQUARE WRITING METHOD-GRADES 4-6	03/10/20	AMAZON.COM	0-11-102-51000-681-100-1050-000-168	111.92	20004749
12	FOUR SQUARE WRITING METHOD-GRADES 1-3	03/10/20	AMAZON.COM	0-11-102-51000-681-100-1050-000-168	177.84	20004749
			SITE Total 168 PAT HENRY ELEMENTARY		**1,091.17**	
SITE 173 PIONEER PARK ELEMENTARY						
6	CHROMEBOOKS	03/04/20	TRINITY 3 TECHNOLOGY	0-11-102-51000-653-100-1050-000-173	1,740.00	20004606
			SITE Total 173 PIONEER PARK ELEMENTARY		**1,740.00**	
SITE 195 WASHINGTON ELEMENTARY						
1	HP LASERJET PRO PRINTER	03/30/20	AMAZON.COM	0-11-102-52152-653-239-1050-000-195	168.90	20004932
1	STOREX WIGGLE STOOL	03/30/20	AMAZON.COM	0-11-102-52152-651-239-1050-000-195	50.68	20004932
			SITE Total 195 WASHINGTON ELEMENTARY		**219.58**	
SITE 205 WHITTIER ELEMENTARY						
1	OFFICE FURNITURE PER ATTACHED	03/30/20	AMAZON.COM	0-11-102-52410-651-000-0000-000-205	995.09	20004907
1	SHIPPING	03/30/20	AMAZON.COM	0-11-102-52410-651-000-0000-000-205	100.00	20004907
			SITE Total 205 WHITTIER ELEMENTARY		**1,095.09**	
SITE 220 WOODLAND HILLS ELEMENTARY						
8	IPAD	03/10/20	APPLE INC	0-11-102-51000-653-100-1050-000-220	2,392.00	20004729
			SITE Total 220 WOODLAND HILLS ELEMENTARY		**2,392.00**	
SITE 535 CENTRAL MIDDLE SCHOOL						
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/12/20	DICK BLICK ART MATERIALS	0-11-102-51000-681-100-1170-000-535	331.59	20004825
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/10/20	AMAZON.COM	0-11-102-51000-681-100-1050-000-535	546.19	20004733

BEGINNING DATE: 3/3/2020
ENDING DATE: 4/9/2020

LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/10/20	TEACHER SYNERGY	0-11-102-51000-681-100-1050-000-535	182.91	20004734
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/10/20	AMAZON.COM	0-11-102-51000-681-100-1050-000-535	1,096.38	20004735
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/10/20	NYSTROM EDUCATION	0-11-102-51000-681-100-1050-000-535	2,178.00	20004736
1	SHIPPING	03/10/20	NYSTROM EDUCATION	0-11-102-51000-681-100-1050-000-535	261.36	20004736
15	NYSTROM DESK ATLAS	03/10/20	NYSTROM EDUCATION	0-11-102-51000-681-100-1050-000-535	283.50	20004737
1	STUDENT ACTIVITY BOOK	03/10/20	NYSTROM EDUCATION	0-11-102-51000-681-100-1050-000-535	125.00	20004737
3	STUDENT DESK LIFTER & MOVER	03/10/20	DECKER EQUIPMENT	0-11-102-52620-618-000-0000-000-535	436.44	20004738
3	MOBILE TRASH CAN DOLLY	03/10/20	DECKER EQUIPMENT	0-11-102-52620-618-000-0000-000-535	153.45	20004738
1	SHIPPING	03/10/20	DECKER EQUIPMENT	0-11-102-52620-618-000-0000-000-535	75.00	20004738
10	CAT TOURNIQUET/GENT BLUE	03/10/20	LIVE ACTION SAFETY	0-11-102-52660-619-000-0000-000-535	288.80	20004739
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/10/20	ATTAINMENT COMPANY, INC.	0-11-102-51000-681-239-1050-000-535	576.00	20004740
1	SHIPPING	03/10/20	ATTAINMENT COMPANY, INC.	0-11-102-51000-681-239-1050-000-535	28.80	20004740
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/10/20	NASCO	0-11-102-51000-681-100-1050-000-535	285.80	20004741
1	SHIPPING	03/10/20	NASCO	0-11-102-51000-681-100-1050-000-535	25.00	20004741
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/10/20	AMAZON.COM	0-11-102-51000-681-315-8700-000-535	937.61	20004742
			SITE Total 535 CENTRAL MIDDLE SCHOOL		**7,811.83**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE	**540 TOMLINSON MIDDLE SCHOOL**					
4	#12 3 MIL LAMINATING FILM	03/09/20	GWJ CO	0-11-102-52220-652-000-0000-000-540	257.60	20004634
			SITE Total 540 TOMLINSON MIDDLE SCHOOL		**257.60**	
SITE	**545 EISENHOWER MIDDLE SCHOOL**					
3	MOBILE CHARGING AND STORAGE CART	03/10/20	AMAZON.COM	0-11-102-51000-653-100-1050-000-545	1,319.97	20004730
			SITE Total 545 EISENHOWER MIDDLE SCHOOL		**1,319.97**	
SITE	**705 EISENHOWER SENIOR HIGH SCHOOL**					
1	DIPLOMAS PER ATTACHED	04/09/20	JOSTENS	0-11-102-52490-550-000-0000-000-705	791.00	20004962
			SITE Total 705 EISENHOWER SENIOR HIGH		**791.00**	
SITE	**710 LAWTON SENIOR HIGH SCHOOL**					
1	DIPLOMAS PER ATTACHED	03/24/20	JOSTENS	0-11-102-52490-550-000-0000-000-710	1,005.00	20004831
3	CHAIRS PER ATTACHED	03/30/20	AMAZON.COM	0-11-102-52120-651-000-0000-000-710	383.97	20004910
1	CUSTODIAL SUPPLIES PER ATTACHED	03/30/20	AMAZON.COM	0-11-102-52620-618-000-0000-000-710	693.36	20004910
1	CUSTODIAL SUPPLIES PER ATTACHED	03/30/20	ULINE	0-11-102-52620-651-000-0000-000-710	901.00	20004911
1	SHIPPING	03/30/20	ULINE	0-11-102-52620-651-000-0000-000-710	97.20	20004911
1	FILE CABINETS PER ATTACHED	03/30/20	STAPLES	0-11-102-51000-651-100-4100-000-710	2,531.76	20004934
15	LIFETIME 8' COMMERCIAL GRADE FOLDING TABLE/WHITE GRANITE	03/30/20	SAM'S WHOLESALE CLUB	0-11-102-51000-651-100-4100-000-710	1,199.70	20004935
21	CHAIRS PER ATTACHED	03/30/20	GLOBAL INDUSTRIAL EQUIPMENT	0-11-102-51000-651-100-4100-000-710	2,683.80	20004936
1	SHIPPING	03/30/20	GLOBAL INDUSTRIAL EQUIPMENT	0-11-102-51000-651-100-4100-000-710	192.81	20004936
			SITE Total 710 LAWTON SENIOR HIGH SCHOOL		**9,688.60**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	LEADERSHIP CURRICULUM RENEWAL	03/30/20	CHARACTERSTRONG, LLC	0-11-102-51000-681-100-2745-000-715	99.00	20004909
1	SOLE SOURCE/PRO DOUBLE SIDED HALF RACK	03/09/20	PROMAXIMA MANUFACTURING LLC	0-11-102-51000-651-100-3300-000-715	1,043.42	20004667
1	SHIPPING	03/09/20	PROMAXIMA MANUFACTURING LLC	0-11-102-51000-651-100-3300-000-715	116.58	20004667
1	PROFESSIONAL POWER AMP XGA-5000	03/10/20	FERG'S HOME AUDIO	0-11-102-52199-652-000-0000-000-715	359.95	20004732
1	PROFESSIONAL POWER AMP XGA-3000	03/10/20	FERG'S HOME AUDIO	0-11-102-52199-652-000-0000-000-715	279.95	20004732
3	STAND UP DESKS	03/09/20	AMAZON.COM	0-11-102-52410-651-000-0000-000-715	509.97	20004717
2	OFFICE CHAIRS	03/09/20	AMAZON.COM	0-11-102-52410-651-000-0000-000-715	299.98	20004717
1	DIPLOMAS PER ATTACHED	03/09/20	JOSTENS	0-11-102-52490-550-000-0000-000-715	1,046.00	20004718
			SITE Total 715 MACARTHUR SENIOR HIGH		**3,754.85**	
			PROJECT Total 102 INSTRUCTIONAL SERVICES		**54,213.54**	
PROJECT 103 BUSINESS SERVICES						
SITE 353 BUSINESS OFFICE_LANCE GIBBS						
3	LODGING/3-23-2020/LAQUINTA CHAMBERS/TRACY HARGROVE/CARLA DEWBERRY	03/04/20	COURTYARD BY MARRIOT TULSA WOODLAND HILL	0-11-103-52573-582-000-0000-000-353	357.00	20004589
1	TRODAT 5440 DATED STAMP/COMPLETED/PER ATTACHED	04/09/20	A-OK RUBBER STAMP CO	0-11-103-52511-619-000-0000-000-353	54.95	20004966
			SITE Total 353 BUSINESS OFFICE_LANCE		**411.95**	
SITE 388 DATA CENTER_AJ WATSON						
1	EST EXP/INFINITE CAMPUS USER GROUP MEETING/TULSA/4-9-2020	03/10/20	PLOOF JEREMIE	0-11-103-52573-582-000-0000-000-388	187.70	20004744
			SITE Total 388 DATA CENTER_AJ WATSON		**187.70**	
			PROJECT Total 103 BUSINESS SERVICES		**599.65**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
PROJECT 105 EDUCATIONAL SERVICES						
SITE 371 DISTRICT CURRICULUM_TERESA JACKSON						
1	QUOTES/MICROSOFT SURFACE LAPTOP	03/30/20	SYMBOLIC INC	0-11-105-52340-653-000-0000-000-371	945.00	20004931
			SITE Total 371 DISTRICT CURRICULUM_TERESA		**945.00**	
SITE 372 ELEM CURR_K COOKSEY/D CATLIN						
1	EST EXP/ATSI TRAINING/WEATHERFORD/2-27-2020	03/09/20	COOKSEY KAREN	0-11-105-52573-582-000-0000-000-372	70.20	20004673
			SITE Total 372 ELEM CURR_K COOKSEY/D		**70.20**	
SITE 389 CAMPUS POLICE_DAVID HORNBECK						
1	ULTRA SCENT CASE-6 JARS	03/10/20	ELITE K-9 INC	0-11-105-52660-619-000-0000-000-389	119.95	20004745
2	NYLONG NARC BAGS	03/10/20	ELITE K-9 INC	0-11-105-52660-619-000-0000-000-389	43.90	20004745
1	SCENTLOGIX MAGNETIC 360 STASH PIPES	03/10/20	ELITE K-9 INC	0-11-105-52660-619-000-0000-000-389	24.95	20004745
2	PRECISION PET PRODUCTS OUTBACK LOG CABIN DOG HOUSE	03/10/20	AMAZON.COM	0-11-105-52660-619-000-0000-000-389	251.98	20004746
1	PRECISION PET PRODUCTS PROVALU ONE DOOR DOG CRATE	03/10/20	AMAZON.COM	0-11-105-52660-619-000-0000-000-389	73.54	20004746
			SITE Total 389 CAMPUS POLICE_DAVID		**514.32**	
			PROJECT Total 105 EDUCATIONAL SERVICES		**1,529.52**	
PROJECT 107 MEDIA/TECHNOLOGY SERVCIES						
SITE 393 MEDIA SERVICES_DAVID MCDERMOTT						
2	STAPLE CARTRIDGES	03/09/20	XEROX CORP	0-11-107-52520-619-000-0000-000-393	300.00	20004674
1	MAIL MACHINE SUPPLIES PER ATTACHED	04/09/20	PITNEY BOWES	0-11-107-52520-619-000-0000-000-393	382.35	20004959
1	INK CARTRIDGES PER ATTACHED	04/09/20	PITNEY BOWES	0-11-107-52520-611-000-0000-000-393	416.43	20004959
			SITE Total 393 MEDIA SERVICES_DAVID		**1,098.78**	
SITE 399 TECHNOLOGY SERVICES_AJ WATSON						
4	PLUG	03/30/20	BILLINGSLEY FORD OF LAWTON INC	0-11-107-52650-612-000-0000-000-399	9.44	20004890

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	LOCAL TRAVEL/FY20 STAND/BD APVD 6-27-19	03/09/20	MATHIEU ELDWYN	0-11-107-52230-581-000-0000-000-399	500.00	20004716
			SITE Total 399 TECHNOLOGY SERVICES_AJ		**509.44**	
			PROJECT Total 107 MEDIA/TECHNOLOGY		**1,608.22**	
PROJECT 108 MAINTENANCE SERVICES						
SITE 378 GROUNDS						
1	EMERG/LABOR & MATLS TO REPAIR/FY20 STAND	03/24/20	T & W TIRE	0-11-108-52650-439-000-0000-000-378	3,000.00	20004869
1	EMERG/LABOR & MATLS TO REPAIR/FY20 STAND	03/24/20	B & B GARAGE	0-11-108-52650-439-000-0000-000-378	1,500.00	20004870
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	B & B GARAGE	0-11-108-52650-612-000-0000-000-378	1,500.00	20004870
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	STANDRIDGE OF DUNCAN, INC.	0-11-108-52650-612-000-0000-000-378	1,500.00	20004871
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	C & E LAWN EQUIPMENT	0-11-108-52630-618-000-0000-000-378	1,500.00	20004872
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	ATWOODS	0-11-108-52630-618-000-0000-000-378	500.00	20004873
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	RON STEPHENS SERVICE	0-11-108-52630-618-000-0000-000-378	1,000.00	20004874
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	CL BOYD INC	0-11-108-52630-618-000-0000-000-378	2,000.00	20004875
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	PROFESSIONAL TURF PRODUCTS	0-11-108-52630-618-000-0000-000-378	1,500.00	20004876
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	O'REILLY AUTO PARTS	0-11-108-52650-612-000-0000-000-378	1,000.00	20004877
1	WEED EATER TWINE	04/09/20	C & E LAWN EQUIPMENT	0-11-108-52630-618-000-0000-000-378	240.00	20004961
			SITE Total 378 GROUNDS		**15,240.00**	
SITE 380 MAINTENANCE_KEN BADEN						
1	HVAC SHOP/RENEWAL OF BOND/BLAKE KEPHART	03/04/20	INSURICA OF LAWTON	0-11-108-52319-522-000-0000-000-380	100.00	20004467

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
			SITE Total 380 MAINTENANCE_KEN BADEN		**100.00**	
			PROJECT Total 108 MAINTENANCE SERVICES		**15,340.00**	
PROJECT 109 TRANSPORTATION SERVICES						
SITE 381 TRANSPORTATION_						
1	LABOR & MATLS TO REPAIR BAY DOORS	03/12/20	GREAT PLAINS OVERHEAD DOOR INC	0-11-109-52740-439-000-0000-000-381	237.50	20004823
1	QUOTES/BUS 639/CONTROL-PARK BRAKE KIT	03/12/20	WEBER'S DIESEL	0-11-109-52740-612-000-0000-000-381	4,322.68	20004824
			SITE Total 381 TRANSPORTATION_		**4,560.18**	
			PROJECT Total 109 TRANSPORTATION		**4,560.18**	
PROJECT 118 DISTRICT REFUNDS/CREDITS/ADJUSTS						
SITE 398 BASEMENT INVENTORY_DAVID MCDERMOTT						
600	DISPOSAL GLOVES/VINYL & POWDER FREE/LARGE	04/09/20	PYRAMID SCHOOL PRODUCTS	0-11-118-52520-616-000-0000-000-398	1,698.00	20004960
			SITE Total 398 BASEMENT INVENTORY_DAVID		**1,698.00**	
			PROJECT Total 118 DISTRICT		**1,698.00**	
PROJECT 132 PAYROLL REIMBS						
SITE 050 DISTRICT WIDE SERVICES						
1	REFUND ON DEPOSIT/USE OF FACILITY/2020 ELEMENTARY TRACK MEET/APR 3-4, 2020/LHS	04/09/20	GREATER LAWTON ROTARY CLUB	0-11-132-52199-890-000-0000-000-050	300.00	20004968
			SITE Total 050 DISTRICT WIDE SERVICES		**300.00**	
			PROJECT Total 132 PAYROLL REIMBS		**300.00**	
PROJECT 138 CHILD NUTRITION						
SITE 392 CHILD NUTRITION_						
1	QUOTES/LINCOLN/24" RANGE 4 OPEN BURNERS	03/09/20	AMUNDSEN FOOD EQUIPMENT	0-11-138-53140-651-700-0000-000-392	1,795.00	20004723
			SITE Total 392 CHILD NUTRITION_		**1,795.00**	
			PROJECT Total 138 CHILD NUTRITION		**1,795.00**	
PROJECT 412 VOCATIONAL PROGRAMS ASSISTANCE GRANTS						
SITE 540 TOMLINSON MIDDLE SCHOOL						
1	SUPPLIES/FY20 STAND/BD APVD 3-10-2020	03/12/20	COUNTRY MART #4613	0-11-412-51000-681-314-8400-000-540	600.00	20004812
			SITE Total 540 TOMLINSON MIDDLE SCHOOL		**600.00**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 545 EISENHOWER MIDDLE SCHOOL						
1	QUOTES/EVO CLASSROOM KIT-18 PACK	03/09/20	EAI EDUCATION	0-11-412-51000-681-315-8700-000-545	1,795.00	20004635
1	SOLE SOURCE/INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/20	FLINN SCIENTIFIC INC	0-11-412-51000-681-315-8700-000-545	2,257.20	20004636
2	PLTW CONSUMABLE KIT	03/09/20	PROJECT LEAD THE WAY INC	0-11-412-51000-681-315-8700-000-545	890.00	20004637
2	WASH BOTTLE	03/10/20	FLINN SCIENTIFIC INC	0-11-412-51000-681-315-8700-000-545	13.41	20004743
1	DIGITAL GOGGLE SANITIZER/SMALL	03/10/20	FLINN SCIENTIFIC INC	0-11-412-51000-681-315-8700-000-545	490.50	20004743
			SITE Total 545 EISENHOWER MIDDLE SCHOOL		**5,446.11**	
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/12/20	AMAZON.COM	0-11-412-51000-681-314-8400-000-705	1,775.01	20004821
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/10/20	AMAZON.COM	0-11-412-51000-681-314-8400-000-705	3,644.81	20004751
			SITE Total 705 EISENHOWER SENIOR HIGH		**5,419.82**	
			PROJECT Total 412 VOCATIONAL PROGRAMS		**11,465.93**	
PROJECT 511 T I - BASIC PROGRAM						
SITE 050 DISTRICT WIDE SERVICES						
1	STEM MATERIALS PER ATTACHED	03/12/20	PROJECT LEAD THE WAY INC	0-11-511-55500-681-429-1132-000-050	2,705.00	20004820
1	REG/PLTW CORE TRAINING/JUN 1-5, 2020/FRISCO, TX/STEPHEN MARTINI	03/04/20	PROJECT LEAD THE WAY INC	0-11-511-55500-860-429-0000-000-050	400.00	20004618
1	REIMB EXPENSES/PLTW CONF/FRISCO, TX/MAY 31-JUNE 5, 2020	03/04/20	STEPHEN MARTINI	0-11-511-55500-583-429-0000-000-050	1,227.00	20004619
			SITE Total 050 DISTRICT WIDE SERVICES		**4,332.00**	
SITE 105 ADAMS ELEMENTARY						
1	BD APVD 3-10-2020/SWITCHES & ACCESS POINTS PER ATTACHED/STATE CONTRACT PRICING	03/12/20	CDW-G CORPORATE OFFICE	0-11-511-51000-653-494-1132-000-105	11,160.42	20004789
			SITE Total 105 ADAMS ELEMENTARY		**11,160.42**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 110 CLEVELAND ELEMENTARY						
3	CISCO MERAKI POWER CABLE	03/30/20	CDW-G CORPORATE OFFICE	0-11-511-51000-653-494-1132-000-110	35.34	20004926
3	CISCO MERAKI CLOUD MANAGED MS120-8	03/30/20	CDW-G CORPORATE OFFICE	0-11-511-51000-653-494-1132-000-110	1,664.67	20004926
			SITE Total 110 CLEVELAND ELEMENTARY		**1,700.01**	
SITE 122 EDISON ELEMENTARY						
1	BD APVD 3-10-2020/SWITCHES & ACCESS POINTS PER ATTACHED/STATE CONTRACT PRICING	03/12/20	CDW-G CORPORATE OFFICE	0-11-511-51000-653-494-1132-000-122	12,780.33	20004790
34	BD APVD 3-10-2020/CHROMEBOXES	03/12/20	SYMBOLIC INC	0-11-511-51000-653-494-1132-000-122	9,520.00	20004797
34	CHROME EDUCATION	03/30/20	DELL MARKETING	0-11-511-51000-653-494-1132-000-122	859.86	20004930
			SITE Total 122 EDISON ELEMENTARY		**23,160.19**	
SITE 125 EISENHOWER ELEMENTARY						
1	BD APVD 3-10-2020/SWITCHES & ACCESS POINTS PER ATTACHED/STATE CONTRACT PRICING	03/12/20	CDW-G CORPORATE OFFICE	0-11-511-51000-653-494-1132-000-125	15,000.57	20004791
			SITE Total 125 EISENHOWER ELEMENTARY		**15,000.57**	
SITE 140 RIDGECREST ELEMENTARY						
40	CHROME EDUCATION	03/30/20	DELL MARKETING	0-11-511-51000-653-494-1132-000-140	1,011.60	20004924
1	BD APVD 3-10-2020/SWITCHES & ACCESS POINTS PER ATTACHED/STATE CONTRACT PRICING	03/12/20	CDW-G CORPORATE OFFICE	0-11-511-51000-653-494-1132-000-140	14,671.93	20004792
40	BD APVD 3-10-2020/CHROMEBOXES	03/12/20	SYMBOLIC INC	0-11-511-51000-653-494-1132-000-140	11,200.00	20004798
			SITE Total 140 RIDGECREST ELEMENTARY		**26,883.53**	
SITE 165 LINCOLN ELEMENTARY						
1	BD APVD 3-10-2020/SWITCHES & ACCESS POINTS PER ATTACHED/STATE CONTRACT PRICING	03/12/20	CDW-G CORPORATE OFFICE	0-11-511-51000-653-494-1132-000-165	21,107.40	20004793
			SITE Total 165 LINCOLN ELEMENTARY		**21,107.40**	
SITE 168 PAT HENRY ELEMENTARY						
1	BD APVD 3-10-2020/SWITCHES & ACCESS POINTS PER ATTACHED/STATE CONTRACT PRICING	03/12/20	CDW-G CORPORATE OFFICE	0-11-511-51000-653-494-1132-000-168	16,529.87	20004794
			SITE Total 168 PAT HENRY ELEMENTARY		**16,529.87**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 195 WASHINGTON ELEMENTARY						
2	AMAZON BASICS IPHONE CHARGER	03/30/20	AMAZON.COM	0-11-511-51000-653-494-1132-000-195	141.98	20004908
4	USB CHARGER	03/30/20	AMAZON.COM	0-11-511-51000-653-494-1132-000-195	75.96	20004908
30	CHROME EDUCATION	03/30/20	DELL MARKETING	0-11-511-51000-653-494-1132-000-195	758.70	20004925
30	BD APVD 3-10-2020/CHROMEBOXES	03/12/20	SYMBOLIC INC	0-11-511-51000-653-494-1132-000-195	8,400.00	20004799
1	STATE CONTRACT PRICING/SWITCHES AND ACCESS POINTS PER ATTACHED	03/30/20	CDW-G CORPORATE OFFICE	0-11-511-51000-653-494-1132-000-195	5,620.26	20004927
			SITE Total 195 WASHINGTON ELEMENTARY		**14,996.90**	
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
1	SUPPLIES/FY20 STAND/BD APVD 3-10-2020/HOMELESS PROGRAM	03/12/20	AMAZON.COM	0-11-511-52199-683-495-0000-000-358	700.00	20004788
			SITE Total 358 FEDERAL PROGRAMS_TERESA		**700.00**	
SITE 535 CENTRAL MIDDLE SCHOOL						
1	BD APVD 3-10-2020/SWITCHES & ACCESS POINTS PER ATTACHED/STATE CONTRACT PRICING	03/12/20	CDW-G CORPORATE OFFICE	0-11-511-51000-653-494-1132-000-535	31,225.09	20004795
			SITE Total 535 CENTRAL MIDDLE SCHOOL		**31,225.09**	
SITE 540 TOMLINSON MIDDLE SCHOOL						
1	BD APVD 3-10-2020/SWITCHES & ACCESS POINTS PER ATTACHED/STATE CONTRACT PRICING	03/12/20	CDW-G CORPORATE OFFICE	0-11-511-51000-653-494-1132-000-540	32,278.33	20004796
			SITE Total 540 TOMLINSON MIDDLE SCHOOL		**32,278.33**	
			PROJECT Total 511 T I - BASIC PROGRAM		**199,074.31**	
PROJECT 541 T II/A - IMPR TEACHER & PRIN QUALITY						
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
1	REG/PLTW CORE TRAINING/JUN 1-5, 2020/FRISCO, TX/STEPHEN MARTINI	03/04/20	PROJECT LEAD THE WAY INC	0-11-541-55500-860-271-0000-000-358	800.00	20004618
			SITE Total 358 FEDERAL PROGRAMS_TERESA		**800.00**	
			PROJECT Total 541 T II/A - IMPR TEACHER &		**800.00**	
PROJECT 552 PART A-STUDENT SUPPORT AND ACADEMIC ENRICHMENT						
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
1	SENSORY LEARNING MATERIALS PER ATTACHED	03/30/20	AMAZON.COM	0-11-552-55500-681-496-1132-000-358	168.49	20004917

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
8	REG/STUDENT PREP SUMMER INSTITUTE/JUN 8-10, 2020/AFTON, OK/NAMES PER ATTACHED	03/09/20	OK STATE REGENTS FOR HIGHER EDUC	0-11-552-52573-860-496-0000-000-358	2,760.00	20004686
1	EST EXP/STUDENT PREP SUMMER INSTITUTE/AFTON, OK/JUN 7-10, 2020	03/09/20	BRIERTON ALICIA	0-11-552-52573-582-496-0000-000-358	255.10	20004689
1	EST EXP/STUDENT PREP SUMMER INSTITUTE/AFTON, OK/JUN 7-10, 2020	03/09/20	HARDEMAN JULIANE	0-11-552-52573-582-496-0000-000-358	255.10	20004690
1	EST EXP/STUDENT PREP SUMMER INSTITUTE/AFTON, OK/JUN 7-10, 2020	03/09/20	BROSS DANNA	0-11-552-52573-582-496-0000-000-358	255.10	20004691
1	EST EXP/STUDENT PREP SUMMER INSTITUTE/AFTON, OK/JUN 7-10, 2020	03/09/20	MARCO RACHAEL	0-11-552-52573-582-496-0000-000-358	255.10	20004692
1	EST EXP/STUDENT PREP SUMMER INSTITUTE/AFTON, OK/JUN 7-10, 2020	03/09/20	LEWIS DEVON	0-11-552-52573-582-496-0000-000-358	255.10	20004693
1	EST EXP/STUDENT PREP SUMMER INSTITUTE/AFTON, OK/JUN 7-10, 2020	03/09/20	MAHAN BRITTANI	0-11-552-52573-582-496-0000-000-358	255.10	20004694
1	EST EXP/STUDENT PREP SUMMER INSTITUTE/AFTON, OK/JUN 7-10, 2020	03/09/20	WILLIAMS JOE	0-11-552-52573-582-496-0000-000-358	255.10	20004695
1	EST EXP/STUDENT PREP SUMMER INSTITUTE/AFTON, OK/JUN 7-10, 2020	03/09/20	COOK MELISSA	0-11-552-52573-582-496-0000-000-358	255.10	20004696
			SITE Total 358 FEDERAL PROGRAMS_TERESA		**4,969.29**	
			PROJECT Total 552 PART A-STUDENT SUPPORT		**4,969.29**	
PROJECT 572 T III - LIMITED ENGLISH PROF PROGRAM						
SITE 108 CARRIAGE HILLS ELEMENTARY						
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/09/20	AMAZON.COM	0-11-572-51000-641-410-1310-000-108	38.89	20004638
			SITE Total 108 CARRIAGE HILLS ELEMENTARY		**38.89**	
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
2	CONSULTANT FEE/4-9-2020/LINCOLN ELEM	03/12/20	WRITING WITH DESIGN	0-11-572-52213-320-410-1310-000-358	1,100.00	20004807
			SITE Total 358 FEDERAL PROGRAMS_TERESA		**1,100.00**	
			PROJECT Total 572 T III - LIMITED ENGLISH		**1,138.89**	
PROJECT 613 SPECIAL EDUC STAFF DEVELOPMENT						
SITE 368 SPECIAL SERVICES_CHRIS SHARKEY						
1	EST EXP/DYSLEXIA ASSESSMENT WORKSHOP/TULSA/3-10-2020	03/04/20	BRUCE-MEWHIRTER SHAY NICOLE	0-11-613-52573-582-239-0000-000-368	187.70	20004584

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	EST EXP/DYSLEXIA ASSESSMENT WORKSHOP/TULSA/3-10-2020	03/04/20	WEBB JO ANN	0-11-613-52573-582-239-0000-000-368	187.20	20004585
1	EST EXP/DYSLEXIA ASSESSMENT WORKSHOP/TULSA/3-10-2020	03/04/20	SANTOS JERRI	0-11-613-52573-582-239-0000-000-368	187.70	20004586
			SITE Total 368 SPECIAL SERVICES_CHRIS		**562.60**	
			PROJECT Total 613 SPECIAL EDUC STAFF		**562.60**	
PROJECT 615 SPECIAL EDUC STAFF DEVELOPMENT						
SITE 368 SPECIAL SERVICES_CHRIS SHARKEY						
1	EST EXP/SPEC ED WORKSHOP/NEW ORLEANS, LA/MAY 2-7, 2020	03/04/20	BASS JENNIFER	0-11-615-52573-583-239-0000-000-368	605.00	20004579
1	EST EXP/SPEC ED WORKSHOP/NEW ORLEANS, LA/MAY 2-7, 2020	03/04/20	BECKNER CLAUDIA	0-11-615-52573-583-239-0000-000-368	763.60	20004580
1	EST EXP/SPEC ED WORKSHOP/NEW ORLEANS, LA/MAY 2-7, 2020	03/04/20	KEENE DIANE	0-11-615-52573-583-239-0000-000-368	763.60	20004581
1	EST EXP/SPEC ED WORKSHOP/NEW ORLEANS, LA/MAY 2-7, 2020	03/04/20	COOKSEY KAREN	0-11-615-52573-583-239-0000-000-368	763.60	20004582
1	EST EXP/SPEC ED WORKSHOP/NEW ORLEANS, LA/MAY 2-7, 2020	03/04/20	BENSKIN PAMELA	0-11-615-52573-583-239-0000-000-368	605.00	20004583
15	LODGING/MAY 2-6, 2020/NAMES PER ATTACHED	03/04/20	HIGGINS HOTEL AND CONFERENCE	0-11-615-52573-583-239-0000-000-368	4,035.00	20004588
5	REG/LEGAL ISSUES OF EDUCATING INDIVIDUALS WITH DISABILITIES/NEW ORLEANS, LA/MAY 4-6, 2020/NAMES PER ATTACHED	03/04/20	LRP PUBLICATIONS INC	0-11-615-52573-860-239-0000-000-368	7,100.00	20004609
			SITE Total 368 SPECIAL SERVICES_CHRIS		**14,635.80**	
			PROJECT Total 615 SPECIAL EDUC STAFF		**14,635.80**	
PROJECT 621 FLOW THRU, PL 101-476,IDEA/B						
SITE 148 HUGH BISH ELEMENTARY						
1	LOCAL TRAVEL/FY 20 STAND/BD APVD 6-27-19	03/04/20	LAMAY SUZANNE	0-11-621-52152-581-239-1050-000-148	400.00	20004607
			SITE Total 148 HUGH BISH ELEMENTARY		**400.00**	
SITE 200 LEARNING TREE ACADEMY						
1	HP/2 INK CARTRIDGES	03/09/20	AMAZON.COM	0-11-621-52330-611-239-1050-000-200	39.89	20004608
			SITE Total 200 LEARNING TREE ACADEMY		**39.89**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 368 SPECIAL SERVICES_CHRIS SHARKEY						
1	EST EXP/OKLA TRANSITION COUNCIL MEETING/MOORE/3-11-2020	03/04/20	BECKNER CLAUDIA	0-11-621-52573-582-239-0000-000-368	78.70	20004610
1	CHAIR CASTERS	03/09/20	BUFFALO BUSINESS PRODUCTS LLC	0-11-621-52330-651-239-0000-000-368	45.00	20004688
			SITE Total 368 SPECIAL SERVICES_CHRIS		**123.70**	
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
1	CLOROX WIPES	03/09/20	SAM'S WHOLESALE CLUB	0-11-621-51000-616-239-1060-000-705	14.98	20004687
			SITE Total 705 EISENHOWER SENIOR HIGH		**14.98**	
			PROJECT Total 621 FLOW THRU, PL 101-		**578.57**	
PROJECT 775 DOD/ELEM READING						
SITE 106 ALMOR WEST ELEMENTARY						
50	MASTERING THE OSTP IN 3RD GRADE ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-106	864.50	20004628
55	MASTERING THE OSTP IN 4TH GRADE ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-106	950.95	20004628
55	MASTERING THE OSTP IN 5TH GRADE ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-106	950.95	20004628
1	SHIPPING	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-106	331.97	20004628
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-106	414.83	20004761
1	SHIPPING	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-106	49.81	20004761
			SITE Total 106 ALMOR WEST ELEMENTARY		**3,563.01**	
SITE 108 CARRIAGE HILLS ELEMENTARY						
60	MASTERING THE OSTP IN GRADE 3 ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-108	1,037.40	20004599
65	MASTERING THE OSTP IN GRADE 4 ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-108	1,123.85	20004599
60	MASTERING THE OSTP IN GRADE 5 ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-108	1,037.40	20004599

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-108	383.84	20004599
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/04/20	ACADEMIC THERAPY PUBLICATIONS	0-11-775-51000-641-100-1132-000-108	862.00	20004603
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-108	414.86	20004761
1	SHIPPING	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-108	49.78	20004761
			SITE Total 108 CARRIAGE HILLS ELEMENTARY		**4,909.13**	
SITE 114 CROSBY PARK ELEMENTARY						
41	MASTERING THE OSTP IN GRADE 3 ELA	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-114	708.89	20004671
41	MASTERING THE OSTP IN GRADE 4 ELA	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-114	708.89	20004671
39	MASTERING THE OSTP IN GRADE 5 ELA	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-114	674.31	20004671
1	SHIPPING	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-114	251.05	20004671
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-114	414.86	20004761
1	SHIPPING	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-114	49.78	20004761
			SITE Total 114 CROSBY PARK ELEMENTARY		**2,807.78**	
SITE 122 EDISON ELEMENTARY						
90	MASTERING THE OSTP IN GRADE 3 ELA	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-122	1,556.10	20004668
87	MASTERING THE OSTP IN GRADE 4 ELA	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-122	1,504.23	20004668
97	MASTERING THE OSTP IN GRADE 5 ELA	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-122	1,677.13	20004668
1	SHIPPING	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-122	568.50	20004668

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-122	449.70	20004761
1	SHIPPING	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-122	53.96	20004761
			SITE Total 122 EDISON ELEMENTARY		**5,809.62**	
SITE 125 EISENHOWER ELEMENTARY						
45	MASTERING THE OSTP IN GRADE 3 ELA	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-125	778.05	20004670
48	MASTERING THE OSTP IN GRADE 4 ELA	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-125	829.92	20004670
45	MASTERING THE OSTP IN GRADE 5 ELA	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-125	778.05	20004670
1	SHIPPING	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-125	286.32	20004670
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-125	414.86	20004761
1	SHIPPING	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-125	49.78	20004761
			SITE Total 125 EISENHOWER ELEMENTARY		**3,136.98**	
SITE 127 FREEDOM ELEMENTARY						
180	MASTERING THE OSTP IN 3RD GRADE ELA	03/12/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-127	3,112.20	20004805
180	MASTERING THE OSTP IN 4TH GRADE ELA	03/12/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-127	3,112.20	20004805
180	MASTERING THE OSTP IN 5TH GRADE ELA	03/12/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-127	3,112.20	20004805
1	SHIPPING	03/12/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-127	1,120.39	20004805
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-127	535.88	20004761
1	SHIPPING	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-127	64.30	20004761
			SITE Total 127 FREEDOM ELEMENTARY		**11,057.17**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 148 HUGH BISH ELEMENTARY						
55	MASTERING THE OSTP IN GRADE 3 ELA	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-148	950.95	20004669
40	MASTERING THE OSTP IN GRADE 4 ELA	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-148	691.60	20004669
50	MASTERING THE OSTP IN GRADE 5 ELA	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-148	864.50	20004669
1	SHIPPING	03/09/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-148	300.85	20004669
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-148	414.86	20004761
1	SHIPPING	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-148	49.78	20004761
			SITE Total 148 HUGH BISH ELEMENTARY		**3,272.54**	
SITE 173 PIONEER PARK ELEMENTARY						
70	MASTERING THE OSTP IN 3RD GRADE ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-173	1,210.30	20004629
65	MASTERING THE OSTP IN 4TH GRADE ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-173	1,123.85	20004629
55	MASTERING THE OSTP IN 5TH GRADE ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-173	950.95	20004629
1	SHIPPING	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-173	394.21	20004629
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-173	449.70	20004761
1	SHIPPING	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-173	53.96	20004761
			SITE Total 173 PIONEER PARK ELEMENTARY		**4,182.97**	
SITE 183 SULLIVAN VILLAGE ELEMENTARY						
66	MASTERING THE OSTP IN GRADE 3 ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-183	1,141.14	20004630
75	MASTERING THE OSTP IN GRADE ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-183	1,296.75	20004630

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
75	MASTERING THE OSTP IN GRADE 5 ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-183	1,296.75	20004630
1	SHIPPING	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-183	448.16	20004630
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-183	449.70	20004761
1	SHIPPING	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-183	53.96	20004761
			SITE Total 183 SULLIVAN VILLAGE		**4,686.46**	
SITE 220 WOODLAND HILLS ELEMENTARY						
75	MASTERING THE OSTP IN 3RD GRADE ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-220	1,296.75	20004627
85	MASTERING THE OSTP IN 4TH GRADE ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-220	1,469.65	20004627
75	MASTERING THE OSTP IN 5TH GRADE ELA	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-220	1,296.75	20004627
1	SHIPPING	03/04/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-220	487.58	20004627
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-220	449.70	20004761
1	SHIPPING	03/10/20	AMERICAN BOOK COMPANY	0-11-775-51000-641-100-1132-000-220	53.96	20004761
			SITE Total 220 WOODLAND HILLS ELEMENTARY		**5,054.39**	
SITE 386 GRANT DIRECTOR_DIANE LANDOLL						
1	CHAIR PER ATTACHED	03/10/20	STAPLES BUSINESS ADVANTAGE	0-11-775-52330-651-000-0000-000-386	89.99	20004731
1	OFFICE SUPPLIES PER ATTACHED	03/10/20	STAPLES BUSINESS ADVANTAGE	0-11-775-52330-619-000-0000-000-386	23.04	20004731
			SITE Total 386 GRANT DIRECTOR_DIANE		**113.03**	
			PROJECT Total 775 DOD/ELEM READING		**48,593.08**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
PROJECT 777 DOD/MCASP MIDDLE SCHOOL						
SITE 386 GRANT DIRECTOR_DIANE LANDOLL						
1	BD APVD 3-10-2020/CONSULTANT FEE/ANNUAL EVALUATION & CLOSEOUT SUMMARY REPORT	03/12/20	SUSAN TYRRELL	0-11-777-52544-320-000-0000-000-386	12,000.00	20004806
			SITE Total 386 GRANT DIRECTOR_DIANE		**12,000.00**	
SITE 530 MACARTHUR MIDDLE SCHOOL						
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/24/20	AMERICAN BOOK COMPANY	0-11-777-51000-641-100-1132-000-530	7,499.48	20004830
			SITE Total 530 MACARTHUR MIDDLE SCHOOL		**7,499.48**	
SITE 535 CENTRAL MIDDLE SCHOOL						
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/24/20	AMERICAN BOOK COMPANY	0-11-777-51000-641-100-1132-000-535	7,499.48	20004829
			SITE Total 535 CENTRAL MIDDLE SCHOOL		**7,499.48**	
SITE 540 TOMLINSON MIDDLE SCHOOL						
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/24/20	AMERICAN BOOK COMPANY	0-11-777-51000-641-100-1132-000-540	7,499.48	20004827
			SITE Total 540 TOMLINSON MIDDLE SCHOOL		**7,499.48**	
SITE 545 EISENHOWER MIDDLE SCHOOL						
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/24/20	AMERICAN BOOK COMPANY	0-11-777-51000-641-100-1132-000-545	7,499.48	20004828
			SITE Total 545 EISENHOWER MIDDLE SCHOOL		**7,499.48**	
			PROJECT Total 777 DOD/MCASP MIDDLE		**41,997.92**	
PROJECT 779 DOD/MCASP HIGH SCHOOL						
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
2	FINISH LINE FOR ELLS 2.0	03/04/20	CONTINENTAL PRESS INC	0-11-779-51000-641-100-4100-000-705	997.50	20004600
1	SHIPPING	03/04/20	CONTINENTAL PRESS INC	0-11-779-51000-641-100-4100-000-705	119.70	20004600
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/04/20	AMAZON.COM	0-11-779-51000-619-100-4210-000-705	624.24	20004617
1	TECHNOLOGY ITEMS PER ATTACHED	03/04/20	AMAZON.COM	0-11-779-51000-653-100-4210-000-705	686.94	20004617
30	BD APVD 3-10-2020/CHROMEBOXES	03/12/20	SYMBOLIC INC	0-11-779-51000-653-100-4210-000-705	8,400.00	20004803
			SITE Total 705 EISENHOWER SENIOR HIGH		**10,828.38**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 710 LAWTON SENIOR HIGH SCHOOL						
1	FINISH LINE FOR ELLS 2.0	03/04/20	CONTINENTAL PRESS INC	0-11-779-51000-641-100-4100-000-710	498.75	20004601
1	SHIPPING	03/04/20	CONTINENTAL PRESS INC	0-11-779-51000-641-100-4100-000-710	59.85	20004601
6	CHROME EDUCATION SOFTWARE	03/04/20	DELL MARKETING	0-11-779-51000-653-100-4210-000-710	151.74	20004604
6	CHROMEBOXES	03/04/20	SYMBOLIC INC	0-11-779-51000-653-100-4210-000-710	1,680.00	20004605
30	BD APVD 3-10-2020/CHROMEBOXES	03/12/20	SYMBOLIC INC	0-11-779-51000-653-100-4210-000-710	8,400.00	20004800
30	BD APVD 3-10-2020/CHROMEBOXES	03/12/20	SYMBOLIC INC	0-11-779-51000-653-100-4210-000-710	8,400.00	20004802
			SITE Total 710 LAWTON SENIOR HIGH SCHOOL		**19,190.34**	
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	FINISH LINE FOR ELLS 2.0	03/04/20	CONTINENTAL PRESS INC	0-11-779-51000-641-100-4100-000-715	498.75	20004602
1	SHIPPING	03/04/20	CONTINENTAL PRESS INC	0-11-779-51000-641-100-4100-000-715	59.85	20004602
30	BD APVD 3-10-2020/CHROMEBOXES	03/12/20	SYMBOLIC INC	0-11-779-51000-653-100-4210-000-715	8,400.00	20004801
1	INSTRUCTIONAL BOOKS PER ATTACHED	03/10/20	ACADEMIC THERAPY PUBLICATIONS	0-11-779-51000-641-100-4210-000-715	6,518.90	20004748
1	SHIPPING	03/10/20	ACADEMIC THERAPY PUBLICATIONS	0-11-779-51000-641-100-4210-000-715	651.89	20004748
			SITE Total 715 MACARTHUR SENIOR HIGH		**16,129.39**	
			PROJECT Total 779 DOD/MCASP HIGH SCHOOL		**46,148.11**	
			FUND Total 11 GENERAL FUNDS		**495,145.57**	
FUND 21 BUILDING FUND						
PROJECT 108 MAINTENANCE SERVICES						
SITE 380 MAINTENANCE_KEN BADEN						
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	RON STEPHENS SERVICE	0-21-108-52620-618-000-0000-000-380	500.00	20004832

BEGINNING DATE: 3/3/2020
ENDING DATE: 4/9/2020

LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	UNITED REFRIGERATION INC	0-21-108-52620-618-000-0000-000-380	5,000.00	20004833
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	SOUTHWEST CHEMICAL CO INC	0-21-108-52620-618-000-0000-000-380	500.00	20004834
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	SHERWIN-WILLIAMS PAINT CO.	0-21-108-52620-618-000-0000-000-380	5,000.00	20004835
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	HUNZICKER BROTHERS INC	0-21-108-52620-618-000-0000-000-380	10,000.00	20004836
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	SANDERS HARDWARE	0-21-108-52620-618-000-0000-000-380	500.00	20004837
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	QUALITY SHEET METAL & WELDING INC	0-21-108-52620-618-000-0000-000-380	500.00	20004838
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	PLUMBMASTER INC	0-21-108-52620-618-000-0000-000-380	5,000.00	20004839
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	MID AMERICA LUMBER COMPANY	0-21-108-52620-618-000-0000-000-380	500.00	20004840
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	MAXWELL SUPPLY INC.	0-21-108-52620-618-000-0000-000-380	1,000.00	20004841
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	MARK'S PLUMBING CO INC	0-21-108-52620-618-000-0000-000-380	5,000.00	20004842
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	LOCKE SUPPLY COMPANY	0-21-108-52620-618-000-0000-000-380	1,000.00	20004843
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	LENNOX INDUSTRIES	0-21-108-52620-618-000-0000-000-380	5,000.00	20004844
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	WINSUPPLY LAWTON	0-21-108-52620-618-000-0000-000-380	10,000.00	20004845
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	LARRANCE STEEL	0-21-108-52620-618-000-0000-000-380	500.00	20004846
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	LARRANCE STEEL & DOOR	0-21-108-52620-618-000-0000-000-380	500.00	20004847
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	JEFF'S KEY & SAFE	0-21-108-52620-618-000-0000-000-380	400.00	20004848

BEGINNING DATE: 3/3/2020
ENDING DATE: 4/9/2020

LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	JAMES SUPPLIES LLC	0-21-108-52620-618-000-0000-000-380	500.00	20004849
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	IDN-ACME, INC.	0-21-108-52620-618-000-0000-000-380	1,500.00	20004850
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	FEDERAL CORPORATION	0-21-108-52620-618-000-0000-000-380	2,000.00	20004851
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	FASTENAL COMPANY	0-21-108-52620-618-000-0000-000-380	1,500.00	20004852
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	ELLIOTT ELECTRIC SUPPLY	0-21-108-52620-618-000-0000-000-380	1,000.00	20004853
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	COMANCHE LUMBER COMPANY INC	0-21-108-52620-618-000-0000-000-380	10,000.00	20004854
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	CED INC	0-21-108-52620-618-000-0000-000-380	500.00	20004855
1	EMERG/REPLACEMENT FILTERS/FY20 STAND	03/24/20	FILTRATION CONCEPTS	0-21-108-52620-618-000-0000-000-380	15,000.00	20004856
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	BATTERIES PLUS	0-21-108-52620-618-000-0000-000-380	500.00	20004857
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	ALBRIGHT STEEL INC	0-21-108-52620-618-000-0000-000-380	1,000.00	20004858
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	BRADFORD INDUSTRIAL SUPPLY	0-21-108-52620-618-000-0000-000-380	10,000.00	20004859
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	WOLVERINE BRASS INC.	0-21-108-52620-618-000-0000-000-380	5,000.00	20004860
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	E & M DISTRIBUTORS	0-21-108-52620-618-000-0000-000-380	500.00	20004861
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	DAVECO INDUSTRIAL INC.	0-21-108-52620-618-000-0000-000-380	500.00	20004862
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	A-1 APPLIANCE INC	0-21-108-52620-618-000-0000-000-380	500.00	20004863
1	EMERG/CHEMICALS FOR BOILERS/FY20 STAND	03/24/20	CHEMTREAT INC	0-21-108-52620-618-000-0000-000-380	10,000.00	20004864

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	AIRGAS INC	0-21-108-52620-618-000-0000-000-380	500.00	20004865
1	EMERG/CYLINDER RENTAL/FY20 STAND	03/24/20	AIRGAS INC	0-21-108-52620-449-000-0000-000-380	500.00	20004865
1	EMERG/CONCRETE/FY20 STAND	03/24/20	ATLAS-TUCK CONCRETE, INC	0-21-108-52620-618-000-0000-000-380	2,000.00	20004866
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	ATWOODS	0-21-108-52620-618-000-0000-000-380	1,000.00	20004867
1	EMERG/PARTS & SUPPLIES/FY20 STAND	03/24/20	BRADY'S GLASS LLC	0-21-108-52620-618-000-0000-000-380	500.00	20004868
1	EMERG/LABOR TOR EPAIR/FY20 STAND	03/24/20	BRADY'S GLASS LLC	0-21-108-52620-439-000-0000-000-380	1,000.00	20004868
1	EMERG/HVAC REPAIRS/FY20 STAND	03/24/20	W & R MECHANICAL LLC	0-21-108-52620-433-000-0000-000-380	10,000.00	20004878
1	EMERG/ELECTRICAL REPAIRS/FY20 STAND	03/24/20	SOUTHERN PLAINS ELECTRIC INC	0-21-108-52620-434-000-0000-000-380	25,000.00	20004879
1	EMERG/HVAC REPAIRS/FY20 STAND	03/24/20	NOBLE MECHANICAL LLC	0-21-108-52620-433-000-0000-000-380	10,000.00	20004880
1	EMERG/HVAC REPAIRS/FY20 STAND	03/24/20	LUCKINBILL, INC	0-21-108-52620-433-000-0000-000-380	30,000.00	20004881
1	EMERG/ROOF REPAIRS/FY20 STAND	03/24/20	FORD ROOFING & SHEET METAL	0-21-108-52620-438-000-0000-000-380	20,000.00	20004882
1	RENEWAL OF GENERAL LIABILITY INSURANCE/BLAKE KEPHART	03/30/20	INSURICA OF LAWTON	0-21-108-52620-810-000-0000-000-380	752.00	20004728
5	FREEDOM/FLOOR MATS	03/12/20	SAM'S WHOLESALE CLUB	0-21-108-52620-618-000-0000-000-380	100.00	20004705
1	EMERGENCY/QUOTES/SUMMER CLEANING SUPPLIES PER ATTACHED	03/30/20	WAGNER SUPPLY CO INC	0-21-108-52620-618-000-0000-000-380	3,009.22	20004920
1	EMERGENCY/QUOTES/SUMMER CLEANING SUPPLIES PER ATTACHED	03/30/20	SOUTHWEST CHEMICAL CO INC	0-21-108-52620-618-000-0000-000-380	33,001.58	20004921
1	EMERGENCY/QUOTES/SUMMER CLEANING SUPPLIES PER ATTACHED	03/30/20	EMPIRE PAPER CO INC	0-21-108-52620-618-000-0000-000-380	21,079.08	20004922

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	BROCKLAND PROJECT/VARIOUS SIZE WINDOWS FOR REPLACEMENT PER ATTACHED	04/09/20	CACHE ROAD GLASS & MIRROR	0-21-108-52620-618-000-0000-000-380	2,777.96	20004955
1	BROCKLAND PROJECT/MATLS TO REPLACE WINDOWS PER ATTACHED	04/09/20	BRADY'S GLASS LLC	0-21-108-52620-618-000-0000-000-380	1,062.39	20004956
1	MHS/CMS/WOODLAND HILLS/GLASS PER ATTACHED	04/09/20	BRADY'S GLASS LLC	0-21-108-52620-618-000-0000-000-380	1,024.00	20004957
1600	BROCKLAND PROJECT/CEILING TILE	04/09/20	COMANCHE LUMBER COMPANY INC	0-21-108-52620-618-000-0000-000-380	7,440.00	20004958
			SITE Total 380 MAINTENANCE_KEN BADEN		**281,646.23**	
			PROJECT Total 108 MAINTENANCE SERVICES		**281,646.23**	
			FUND Total 21 BUILDING FUND		**281,646.23**	
FUND 26 MUNICIPAL TAX FUND (2015)						
PROJECT 189 EQUIPMENT MAINT/GROUNDS/CUSTODIAL						
SITE 530 MACARTHUR MIDDLE SCHOOL						
15	BD APVD 3-10-2020/RADIOS/MMS	03/12/20	LAWTON COMMUNICATIONS LLC	0-26-189-52660-652-000-0000-000-530	2,976.00	20004814
			SITE Total 530 MACARTHUR MIDDLE SCHOOL		**2,976.00**	
SITE 535 CENTRAL MIDDLE SCHOOL						
15	BD APVD 3-10-2020/RADIOS/CMS	03/12/20	LAWTON COMMUNICATIONS LLC	0-26-189-52660-652-000-0000-000-535	2,976.00	20004814
			SITE Total 535 CENTRAL MIDDLE SCHOOL		**2,976.00**	
SITE 540 TOMLINSON MIDDLE SCHOOL						
22	BD APVD 3-10-2020/RADIOS/TMS	03/12/20	LAWTON COMMUNICATIONS LLC	0-26-189-52660-652-000-0000-000-540	5,580.00	20004814
			SITE Total 540 TOMLINSON MIDDLE SCHOOL		**5,580.00**	
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
1	BD APVD 3-1-2020/LABOR & MATLS TO INSTALL REPEATERS AND RADIOS/EHS	03/12/20	LAWTON COMMUNICATIONS LLC	0-26-189-52660-438-000-0000-000-705	11,747.00	20004814
			SITE Total 705 EISENHOWER SENIOR HIGH		**11,747.00**	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
19	BD APVD 3-10-2020/RADIOS/LHS	03/12/20	LAWTON COMMUNICATIONS LLC	0-26-189-52660-652-000-0000-000-710	4,836.00	20004814
			SITE Total 710 LAWTON SENIOR HIGH SCHOOL		**4,836.00**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	BD APVD 3-1-2020/LABOR & MATLS TO INSTALL REPEATERS AND RADIOS/MHS	03/12/20	LAWTON COMMUNICATIONS LLC	0-26-189-52660-438-000-0000-000-715	9,071.00	20004814
			SITE Total 715 MACARTHUR SENIOR HIGH		**9,071.00**	
			PROJECT Total 189 EQUIPMENT		**37,186.00**	
			FUND Total 26 MUNICIPAL TAX FUND (2015)		**37,186.00**	
FUND 31 BOND FUND (2004)						
PROJECT 175 BOND-CONST & RENOVATIONS						
SITE 530 MACARTHUR MIDDLE SCHOOL						
15	BD APVD 3-10-2020/RADIOS/MMS	03/12/20	LAWTON COMMUNICATIONS LLC	0-31-175-52660-652-000-0000-000-530	2,604.00	20004814
			SITE Total 530 MACARTHUR MIDDLE SCHOOL		**2,604.00**	
SITE 535 CENTRAL MIDDLE SCHOOL						
15	BD APVD 3-10-2020/RADIOS/CMS	03/12/20	LAWTON COMMUNICATIONS LLC	0-31-175-52660-652-000-0000-000-535	2,604.00	20004814
			SITE Total 535 CENTRAL MIDDLE SCHOOL		**2,604.00**	
SITE 540 TOMLINSON MIDDLE SCHOOL						
22	BD APVD 3-10-2020/RADIOS/TMS	03/12/20	LAWTON COMMUNICATIONS LLC	0-31-175-52660-652-000-0000-000-540	2,604.00	20004814
			SITE Total 540 TOMLINSON MIDDLE SCHOOL		**2,604.00**	
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
6	BD APVD 3-10-2020/RADIOS/EHS	03/12/20	LAWTON COMMUNICATIONS LLC	0-31-175-52660-652-000-0000-000-705	2,232.00	20004814
			SITE Total 705 EISENHOWER SENIOR HIGH		**2,232.00**	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
19	BD APVD 3-10-2020/RADIOS/LHS	03/12/20	LAWTON COMMUNICATIONS LLC	0-31-175-52660-652-000-0000-000-710	2,232.00	20004814
			SITE Total 710 LAWTON SENIOR HIGH SCHOOL		**2,232.00**	
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
6	BD APVD 3-10-2020/RADIOS/MHS	03/12/20	LAWTON COMMUNICATIONS LLC	0-31-175-52660-652-000-0000-000-715	2,232.00	20004814
			SITE Total 715 MACARTHUR SENIOR HIGH		**2,232.00**	
			PROJECT Total 175 BOND-CONST &		**14,508.00**	
			FUND Total 31 BOND FUND (2004)		**14,508.00**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
FUND 33 BOND FUND (2017)						
PROJECT 161 BOND-EMS CONSTRUCTION						
SITE 545 EISENHOWER MIDDLE SCHOOL						
52	BD APVD 3-10-2020/QUOTES/NEWLINE TRU TOUCH	03/12/20	PIRAINO CONSULTING INC	0-33-161-51000-653-100-1050-000-545	101,348.00	20004804
52	LABOR TO INSTALL	03/12/20	PIRAINO CONSULTING INC	0-33-161-51000-337-100-1050-000-545	19,760.00	20004804
1	BD APVD 3-1-2020/LABOR & MATLS TO INSTALL REPEATERS AND RADIOS/EMS	03/12/20	LAWTON COMMUNICATIONS LLC	0-33-161-52660-438-000-0000-000-545	11,003.00	20004814
			SITE Total 545 EISENHOWER MIDDLE SCHOOL		**132,111.00**	
			PROJECT Total 161 BOND-EMS CONSTRUCTION		**132,111.00**	
PROJECT 162 BOND-SAFE ROOMS						
SITE 106 ALMOR WEST ELEMENTARY						
8	SOLE SOURCE/BD APVD 3-10-2020/LABOR & MATLS TO INSTALL AVIGILON DOOR STATIONS AT EIGHT SITES	03/12/20	DIGI SECURITY SYSTEMS LLC	0-33-162-52670-337-000-0000-000-106	2,778.05	20004809
			SITE Total 106 ALMOR WEST ELEMENTARY		**2,778.05**	
SITE 108 CARRIAGE HILLS ELEMENTARY						
8	SOLE SOURCE/BD APVD 3-10-2020/LABOR & MATLS TO INSTALL AVIGILON DOOR STATIONS AT EIGHT SITES	03/12/20	DIGI SECURITY SYSTEMS LLC	0-33-162-52670-337-000-0000-000-108	2,778.05	20004809
			SITE Total 108 CARRIAGE HILLS ELEMENTARY		**2,778.05**	
SITE 114 CROSBY PARK ELEMENTARY						
8	SOLE SOURCE/BD APVD 3-10-2020/LABOR & MATLS TO INSTALL AVIGILON DOOR STATIONS AT EIGHT SITES	03/12/20	DIGI SECURITY SYSTEMS LLC	0-33-162-52670-337-000-0000-000-114	2,778.05	20004809
			SITE Total 114 CROSBY PARK ELEMENTARY		**2,778.05**	
SITE 122 EDISON ELEMENTARY						
8	SOLE SOURCE/BD APVD 3-10-2020/LABOR & MATLS TO INSTALL AVIGILON DOOR STATIONS AT EIGHT SITES	03/12/20	DIGI SECURITY SYSTEMS LLC	0-33-162-52670-337-000-0000-000-122	2,778.05	20004809
			SITE Total 122 EDISON ELEMENTARY		**2,778.05**	
SITE 148 HUGH BISH ELEMENTARY						
8	SOLE SOURCE/BD APVD 3-10-2020/LABOR & MATLS TO INSTALL AVIGILON DOOR STATIONS AT EIGHT SITES	03/12/20	DIGI SECURITY SYSTEMS LLC	0-33-162-52670-337-000-0000-000-148	2,778.05	20004809
			SITE Total 148 HUGH BISH ELEMENTARY		**2,778.05**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 183 SULLIVAN VILLAGE ELEMENTARY						
8	SOLE SOURCE/BD APVD 3-10-2020/LABOR & MATLS TO INSTALL AVIGILON DOOR STATIONS AT EIGHT SITES	03/12/20	DIGI SECURITY SYSTEMS LLC	0-33-162-52670-337-000-0000-000-183	2,778.05	20004809
			SITE Total 183 SULLIVAN VILLAGE		**2,778.05**	
SITE 205 WHITTIER ELEMENTARY						
8	SOLE SOURCE/BD APVD 3-10-2020/LABOR & MATLS TO INSTALL AVIGILON DOOR STATIONS AT EIGHT SITES	03/12/20	DIGI SECURITY SYSTEMS LLC	0-33-162-52670-337-000-0000-000-205	2,778.05	20004809
			SITE Total 205 WHITTIER ELEMENTARY		**2,778.05**	
SITE 220 WOODLAND HILLS ELEMENTARY						
8	SOLE SOURCE/BD APVD 3-10-2020/LABOR & MATLS TO INSTALL AVIGILON DOOR STATIONS AT EIGHT SITES	03/12/20	DIGI SECURITY SYSTEMS LLC	0-33-162-52670-337-000-0000-000-220	2,778.05	20004809
			SITE Total 220 WOODLAND HILLS ELEMENTARY		**2,778.05**	
			PROJECT Total 162 BOND-SAFE ROOMS		**22,224.40**	
PROJECT 165 BOND-FURNITURE						
SITE 105 ADAMS ELEMENTARY						
12	JONTICRAFT CLASSROOM SINGLE SIDE MOBILE SHELVES	03/04/20	MERRIFIELD OFFICE & SCHOOL SUPPLY CORP	0-33-165-51000-651-100-1050-000-105	2,851.80	20004632
1	SHIPPING	03/04/20		0-33-165-51000-651-100-1050-000-105	545.27	20004632
			SITE Total 105 ADAMS ELEMENTARY		**3,397.07**	
SITE 108 CARRIAGE HILLS ELEMENTARY						
10	SANDUSKY MOBILE STORAGE	03/04/20	MERRIFIELD OFFICE & SCHOOL SUPPLY CORP	0-33-165-51000-651-100-1050-000-108	3,890.00	20004633
1	SHIPPING	03/04/20	MERRIFIELD OFFICE & SCHOOL SUPPLY CORP	0-33-165-51000-651-100-1050-000-108	1,500.00	20004633
			SITE Total 108 CARRIAGE HILLS ELEMENTARY		**5,390.00**	
SITE 110 CLEVELAND ELEMENTARY						
72	SOLE SOURCE/LABOR & MATLS TO INSTALL 72 WHITEBOARDS	03/04/20	MEN @ WORK LABOR SPECIALIST	0-33-165-51000-438-100-1050-000-110	1,521.66	20004590
			SITE Total 110 CLEVELAND ELEMENTARY		**1,521.66**	
SITE 122 EDISON ELEMENTARY						
1	BD APVD 3-10-2020/FURNITURE PER ATTACHED/EDISON	03/12/20	MERRIFIELD OFFICE & SCHOOL SUPPLY CORP	0-33-165-51000-651-100-1050-000-122	1,253.70	20004810

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	03/12/20	MERRIFIELD OFFICE & SCHOOL SUPPLY CORP	0-33-165-51000-651-100-1050-000-122	358.50	20004810
			SITE Total 122 EDISON ELEMENTARY		**1,612.20**	
SITE 125 EISENHOWER ELEMENTARY						
72	SOLE SOURCE/LABOR & MATLS TO INSTALL 72 WHITEBOARDS	03/04/20	MEN @ WORK LABOR SPECIALIST	0-33-165-51000-438-100-1050-000-125	1,449.20	20004590
			SITE Total 125 EISENHOWER ELEMENTARY		**1,449.20**	
SITE 195 WASHINGTON ELEMENTARY						
1	BD APVD 3-10-2020/FURNITURE PER ATTACHED/WASHINGTON	03/12/20	MERRIFIELD OFFICE & SCHOOL SUPPLY CORP	0-33-165-51000-651-100-1050-000-195	5,950.50	20004810
1	SHIPPING	03/12/20	MERRIFIELD OFFICE & SCHOOL SUPPLY CORP	0-33-165-51000-651-100-1050-000-195	358.50	20004810
			SITE Total 195 WASHINGTON ELEMENTARY		**6,309.00**	
SITE 205 WHITTIER ELEMENTARY						
72	SOLE SOURCE/LABOR & MATLS TO INSTALL 72 WHITEBOARDS	03/04/20	MEN @ WORK LABOR SPECIALIST	0-33-165-51000-438-100-1050-000-205	2,173.80	20004590
			SITE Total 205 WHITTIER ELEMENTARY		**2,173.80**	
SITE 354 THE BRIDGE_TONY JONES						
72	SOLE SOURCE/LABOR & MATLS TO INSTALL 72 WHITEBOARDS	03/04/20	MEN @ WORK LABOR SPECIALIST	0-33-165-51000-438-100-1050-000-354	72.46	20004590
			SITE Total 354 THE BRIDGE_TONY JONES		**72.46**	
			PROJECT Total 165 BOND-FURNITURE		**21,925.39**	
PROJECT 166 BOND-PROGRAMS EQUIPMENT						
SITE 110 CLEVELAND ELEMENTARY						
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/20	MUSICIAN'S FRIEND INC	0-33-166-51000-681-100-1170-000-110	619.27	20004639
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/20	GOPHER SPORT	0-33-166-51000-681-100-1360-000-110	816.85	20004640
			SITE Total 110 CLEVELAND ELEMENTARY		**1,436.12**	
SITE 122 EDISON ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/12/20	AMAZON.COM	0-33-166-52220-641-000-0000-000-122	39.29	20004818
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/30/20	LAKESHORE CURRICULUM MATERIALS	0-33-166-51000-681-100-1050-000-122	220.45	20004886

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/30/20	REALLY GOOD STUFF LLC	0-33-166-51000-681-100-1050-000-122	732.94	20004887
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/30/20	AMAZON.COM	0-33-166-51000-681-100-1050-000-122	837.71	20004888
2	PRESENTATION CART PER ATTACHED	03/30/20	SCHOOL SPECIALTY INC	0-33-166-51000-651-100-1360-000-122	172.95	20004889
2	PRESENTATION CART PER ATTACHED	03/30/20	SCHOOL SPECIALTY INC	0-33-166-51000-651-100-1170-000-122	172.95	20004889
1	LIBRARY SUPPLIES PER ATTACHED	03/04/20	DEMCO, INC	0-33-166-52220-619-000-0000-000-122	252.78	20004615
1	LIBRARY BOOKS PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-52220-641-000-0000-000-122	295.22	20004712
			SITE Total 122 EDISON ELEMENTARY		**2,724.29**	
SITE 125 EISENHOWER ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-52220-641-000-0000-000-125	357.94	20004711
			SITE Total 125 EISENHOWER ELEMENTARY		**357.94**	
SITE 140 RIDGECREST ELEMENTARY						
3	QUOTES/TOURMASTER RISERS	03/30/20	WENGER CORPORATION	0-33-166-51000-651-100-1170-000-140	2,811.00	20004893
3	TOURMASTER BACK RAIL	03/30/20	WENGER CORPORATION	0-33-166-51000-651-100-1170-000-140	1,182.00	20004893
1	SHIPPING	03/30/20	WENGER CORPORATION	0-33-166-51000-651-100-1170-000-140	580.00	20004893
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/30/20	SCHOOL SPECIALTY INC	0-33-166-51000-681-100-1050-000-140	1,010.92	20004897
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/30/20	AMAZON.COM	0-33-166-51000-681-100-1360-000-140	295.61	20004900
3	SPORTIME MAX JUNIOR BASKETBALLS	03/09/20	SCHOOL SPECIALTY INC	0-33-166-51000-681-100-1360-000-140	209.91	20004700
1	ART SUPPLIES PER ATTACHED	03/09/20	UNITED ART AND EDUC. SUPPLY CO	0-33-166-51000-681-100-1170-000-140	727.23	20004704
			SITE Total 140 RIDGECREST ELEMENTARY		**6,816.67**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 148 HUGH BISH ELEMENTARY						
1	HEAVY GAUGE STEEL JUMBO STORAGE CABINET	03/09/20	AMAZON.COM	0-33-166-51000-651-100-1360-000-148	549.99	20004699
			SITE Total 148 HUGH BISH ELEMENTARY		**549.99**	
SITE 165 LINCOLN ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/09/20	ABDO PUBLISHING COMPANY	0-33-166-52220-641-000-0000-000-165	494.70	20004697
1	LIBRARY BOOKS PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-52220-641-000-0000-000-165	357.94	20004698
			SITE Total 165 LINCOLN ELEMENTARY		**852.64**	
SITE 168 PAT HENRY ELEMENTARY						
3	MEMBER'S MARK 6 LEVEL COMMERCIAL STORAGE SHELVING	03/30/20	SAM'S WHOLESALE CLUB	0-33-166-51000-651-100-1360-000-168	269.94	20004901
1	MEMBER'S MARK COMMERCIAL BIN RACK WITH WHEELS	03/30/20	SAM'S WHOLESALE CLUB	0-33-166-51000-651-100-1360-000-168	119.98	20004901
2	STERILITE 6 QT STORAGE BOX/WHITE LID	03/30/20	AMAZON.COM	0-33-166-51000-681-100-1170-000-168	45.98	20004902
1	STERILITE 26 QT STORAGE BOX/WHITE LID	03/30/20	AMAZON.COM	0-33-166-51000-681-100-1170-000-168	38.50	20004902
1	UHF WIRELESS HEADSET MICROPHONE	03/30/20	AMAZON.COM	0-33-166-51000-681-100-1170-000-168	37.99	20004902
1	SONY PORTABLE AUDIO SYSTEM	03/30/20	GOPHER SPORT	0-33-166-51000-652-100-1360-000-168	359.00	20004903
1	RAINBOW SET CLASSIC COAT GOPHER BALL	03/30/20	GOPHER SPORT	0-33-166-51000-681-100-1360-000-168	98.95	20004903
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/30/20	MUSIC IN MOTION	0-33-166-51000-681-100-1170-000-168	1,271.24	20004904
1	A WORLD OF CHRISTMAS	03/30/20	ALFRED PUBLISHING CO., INC.	0-33-166-51000-681-100-1170-000-168	69.99	20004905
1	QUOTES/LABOR AND MATLS TO INSTALL SOUND SYSTEM	03/09/20	AUDIO TECH	0-33-166-52620-450-100-1170-000-168	3,005.80	20004713
			SITE Total 168 PAT HENRY ELEMENTARY		**5,317.37**	

BEGINNING DATE: 3/3/2020
ENDING DATE: 4/9/2020

LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 173 PIONEER PARK ELEMENTARY						
1	CRAFTSMAN STORAGE SHED	03/10/20	LOWE'S HOME IMPROVEMENT WAREHOUSE	0-33-166-51000-651-100-1360-000-173	299.00	20004752
1	30" STANDARD HOOPS	03/10/20	US GAMES	0-33-166-51000-681-100-1360-000-173	46.99	20004753
2	VOIT TUFF 6 1/4" DODGEBALLS	03/10/20	US GAMES	0-33-166-51000-681-100-1360-000-173	165.98	20004753
10	BOWLING SET	03/10/20	NASCO	0-33-166-51000-681-100-1360-000-173	2,129.50	20004754
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/10/20	AMAZON.COM	0-33-166-51000-681-100-1170-000-173	40.36	20004755
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/10/20	AMAZON.COM	0-33-166-51000-681-100-1360-000-173	101.86	20004755
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/10/20	WEST MUSIC CO	0-33-166-51000-681-100-1170-000-173	1,994.49	20004756
1	SHIPPING	03/10/20	WEST MUSIC CO	0-33-166-51000-681-100-1170-000-173	99.72	20004756
			SITE Total 173 PIONEER PARK ELEMENTARY		**4,877.90**	
SITE 183 SULLIVAN VILLAGE ELEMENTARY						
1	BOULDER BLAST	03/12/20	GOPHER SPORT	0-33-166-51000-681-100-1360-000-183	139.00	20004817
1	ACTION SCRAMBLE SCORE	03/12/20	GOPHER SPORT	0-33-166-51000-681-100-1360-000-183	159.00	20004817
1	ACTION SLING N SCORE	03/12/20	GOPHER SPORT	0-33-166-51000-681-100-1360-000-183	159.00	20004817
1	RAINBOW CONNECT STANDARD SCOOTER 16"	03/12/20	GOPHER SPORT	0-33-166-51000-681-100-1360-000-183	205.00	20004817
1	SHIPPING	03/12/20	GOPHER SPORT	0-33-166-51000-681-100-1360-000-183	112.54	20004817
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/12/20	AMAZON.COM	0-33-166-51000-681-100-1360-000-183	103.88	20004819

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
6	IPAD	03/09/20	APPLE INC	0-33-166-52220-653-000-0000-000-183	1,794.00	20004663
1	MUSIC ITEMS PER ATTACHED	03/09/20	PHILLIPS MUSIC COMPANY	0-33-166-51000-681-100-1170-000-183	899.60	20004702
1	LIBRARY ITEMS PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-52220-619-000-0000-000-183	165.79	20004706
1	IPAD CASES PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-52220-653-000-0000-000-183	89.88	20004706
1	LIBRARY BOOKS PER ATTACHED	03/09/20	PERMA BOUND HERTZBERG	0-33-166-52220-619-000-0000-000-183	365.56	20004707
1	LIBRARY BOOKS PER ATTACHED	03/09/20	CAPSTONE/CAPSTONE CLASSROOM	0-33-166-52220-641-000-0000-000-183	1,719.37	20004708
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	04/01/20	AMAZON.COM	0-33-166-51000-681-100-1050-000-183	927.93	20004937
			SITE Total 183 SULLIVAN VILLAGE		**6,840.55**	
SITE 195 WASHINGTON ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	03/04/20	FOLLETT SCHOOL SOLUTIONS INC	0-33-166-52220-641-000-0000-000-195	511.92	20004620
1	LIBRARY BOOKS PER ATTACHED	03/04/20	AMAZON.COM	0-33-166-52220-641-000-0000-000-195	929.06	20004621
1	LIBRARY BOOKS PER ATTACHED	03/04/20	CAPSTONE/CAPSTONE CLASSROOM	0-33-166-52220-641-000-0000-000-195	460.32	20004623
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-51000-681-100-1050-000-195	184.87	20004641
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-51000-681-100-1050-000-195	207.73	20004642
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-51000-681-100-1024-000-195	48.95	20004709
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-51000-681-100-1050-000-195	159.16	20004710
1	QUOTES/YAMAHA PORTABLE PA SYSTEM WITH BLUETOOTH	03/10/20	PHILLIPS MUSIC COMPANY	0-33-166-51000-652-100-1170-000-195	900.00	20004757

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LAWTON PUBLIC SCHOOLS
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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
2	SHURE SM58S MIC WITH SWITCH	03/10/20	PHILLIPS MUSIC COMPANY	0-33-166-51000-652-100-1170-000-195	208.00	20004757
			SITE Total 195 WASHINGTON ELEMENTARY		**3,610.01**	
SITE 200 LEARNING TREE ACADEMY						
1	LIBRARY BOOKS PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-52220-641-000-0000-000-200	314.17	20004701
1	SHIPPING	03/09/20	AMAZON.COM	0-33-166-52220-641-000-0000-000-200	7.98	20004701
1	LIBRARY BOOKS PER ATTACHED	03/09/20	PERMA BOUND HERTZBERG	0-33-166-52220-641-000-0000-000-200	504.17	20004703
1	TEAM PINBLITZ SET	03/09/20	GOPHER SPORT	0-33-166-51000-681-100-1013-000-200	545.00	20004714
1	SHIPPING	03/09/20	GOPHER SPORT	0-33-166-51000-681-100-1013-000-200	92.65	20004714
1	RADIO FLYER CYCLONE	03/09/20	AMAZON.COM	0-33-166-51000-681-100-1013-000-200	49.50	20004715
1	MOVING MOUNTAINS ROLLER	03/09/20	AMAZON.COM	0-33-166-51000-681-100-1013-000-200	626.93	20004715
			SITE Total 200 LEARNING TREE ACADEMY		**2,140.40**	
SITE 530 MACARTHUR MIDDLE SCHOOL						
3	CHAIRS	03/04/20	AMAZON.COM	0-33-166-51000-651-100-1050-000-530	471.75	20004625
1	THE DEMIGOD FILES BOOK	03/04/20	AMAZON.COM	0-33-166-51000-641-100-1050-000-530	10.36	20004625
1	CANON OFFICE MP21DX CALCULATOR	03/04/20	AMAZON.COM	0-33-166-51000-681-100-1050-000-530	75.29	20004625
1	FAIRY TALE MANGA BOX SET	03/04/20	AMAZON.COM	0-33-166-51000-681-100-1050-000-530	70.94	20004625
			SITE Total 530 MACARTHUR MIDDLE SCHOOL		**628.34**	
SITE 535 CENTRAL MIDDLE SCHOOL						
1	LIBRARY BOOKS PER ATTACHED/NTE $6,795.00	03/10/20	FOLLETT SCHOOL SOLUTIONS INC	0-33-166-52220-641-000-0000-000-535	6,795.00	20004747
			SITE Total 535 CENTRAL MIDDLE SCHOOL		**6,795.00**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 545 EISENHOWER MIDDLE SCHOOL						
1	BD APVD 3-10-2020/QUOTES/WEIGHT RACKS PER ATTACHED	03/12/20	TEXAS STRENGTH SYSTEMS	0-33-166-51000-651-100-1360-000-545	10,605.00	20004811
1	SHIPPING	03/12/20	TEXAS STRENGTH SYSTEMS	0-33-166-51000-651-100-1360-000-545	995.00	20004811
1	MUSIC SUPPLIES PER ATTACHED	03/09/20	JW PEPPER AND SON INC	0-33-166-51000-681-100-1170-000-545	474.14	20004672
1	SHIPPING	03/09/20	JW PEPPER AND SON INC	0-33-166-51000-681-100-1170-000-545	13.99	20004672
1	INSTRUMENTS PER ATTACHED	03/09/20	PHILLIPS MUSIC COMPANY	0-33-166-51000-655-100-1170-000-545	749.00	20004684
800	MUSIC FILING BOXES	03/09/20	JW PEPPER AND SON INC	0-33-166-51000-681-100-1170-000-545	560.00	20004722
1	SHIPPING	03/09/20	JW PEPPER AND SON INC	0-33-166-51000-681-100-1170-000-545	30.00	20004722
			SITE Total 545 EISENHOWER MIDDLE SCHOOL		**13,427.13**	
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
1	BD APVD 3-10-2020/SOLE SOURCE/LABOR & MATLS TO RUBBERIZE LIVESTOCK FLOORING/COATINGS IN TRAILERS	03/12/20	WERM FLOORING	0-33-166-52650-439-311-8000-000-705	19,900.00	20004813
1	QUOTES/WOODEN SHED AND MATERIALS PER ATTACHED	03/30/20	HOME DEPOT 3914	0-33-166-52199-683-808-3300-000-705	651.51	20004906
1	QUOTES/WOODEN SHED AND MATERIALS PER ATTACHED	03/30/20	HOME DEPOT 3914	0-33-166-52199-683-809-3300-000-705	651.51	20004906
12	SOLE SOURCE/PLATFORM/LOGO CUSTOM W/INSERT	03/04/20	AMERICAN PLATFORMS & FLOORING	0-33-166-51000-657-801-3300-000-705	6,461.40	20004592
1	QUOTES/GBC THERMAL ROLL LAMINATOR/ULTIMA 65	03/04/20	AMAZON.COM	0-33-166-52220-656-000-0000-000-705	1,538.01	20004593
1	CHOIR UNIFORMS PER ATTACHED	03/04/20	AMAZON.COM	0-33-166-51000-657-100-3074-000-705	2,388.64	20004594
1	CHOIR MUSIC PER ATTACHED	03/04/20	JW PEPPER AND SON INC	0-33-166-51000-681-100-3074-000-705	1,121.49	20004595

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	03/04/20	JW PEPPER AND SON INC	0-33-166-51000-681-100-3074-000-705	26.99	20004595
1	CHOIR UNIFORMS PER ATTACHED	03/04/20	DANCE SOPHISTICATES INC	0-33-166-51000-657-100-3074-000-705	1,528.00	20004596
1	SHIPPING	03/04/20	DANCE SOPHISTICATES INC	0-33-166-51000-657-100-3074-000-705	76.00	20004596
1	BASKETBALL UNIFORMS PER ATTACHED	03/04/20	BSN SPORTS LLC	0-33-166-51000-657-803-3300-000-705	2,235.00	20004597
1	SHIPPING	03/04/20	BSN SPORTS LLC	0-33-166-51000-657-803-3300-000-705	125.00	20004597
1	PLAYSCRIPTS PER ATTACHED	03/04/20	PLAYSCRIPTS INC	0-33-166-51000-681-100-4000-000-705	246.04	20004598
1	BASKETBALL SUPPLIES PER ATTACHED	03/04/20	AMAZON.COM	0-33-166-51000-681-803-3300-000-705	323.90	20004622
1	SOCCER UNIFORMS PER ATTACHED	03/04/20	SOCCER.COM/EUROSPORT	0-33-166-52199-657-815-3300-000-705	1,561.85	20004624
1	SHIPPING	03/04/20	SOCCER.COM/EUROSPORT	0-33-166-52199-657-815-3300-000-705	99.68	20004624
1	SHEET MUSIC PER ATTACHED	03/04/20	JW PEPPER AND SON INC	0-33-166-51000-681-100-3004-000-705	443.00	20004626
1	SHIPPING	03/04/20	JW PEPPER AND SON INC	0-33-166-51000-681-100-3004-000-705	18.99	20004626
1	TECHNOLOGY ITEMS PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-52199-653-000-0000-000-705	1,647.97	20004658
1	CHOIR SUPPLIES PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-51000-681-100-3074-000-705	358.80	20004659
6	5X8 FLAG WITH POLE	03/09/20	5678 SOLUTIONS	0-33-166-51000-657-100-3300-000-705	1,050.00	20004660
1	UNIFORMS PER ATTACHED	03/09/20	VARSITY INC	0-33-166-51000-657-100-3300-000-705	184.40	20004666
1	SHIPPING	03/09/20	VARSITY INC	0-33-166-51000-657-100-3300-000-705	14.50	20004666

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/20	TEACHER'S DISCOVERY	0-33-166-51000-681-100-3100-000-705	680.62	20004678
1	SHIPPING	03/09/20	TEACHER'S DISCOVERY	0-33-166-51000-681-100-3100-000-705	88.48	20004678
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-51000-681-100-3100-000-705	1,107.01	20004680
1	SOLE SOURCE/AUDIO VISUAL ITEMS PER ATTACHED	03/09/20	MUSIC 123	0-33-166-51000-652-100-3021-000-705	3,479.00	20004681
1	VOLLEYBALL EQUIPMENT PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-52199-683-816-3300-000-705	1,162.42	20004682
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-51000-681-100-2800-000-705	73.08	20004683
8	BLICK ESSENTIALS VALUE BRUSH SETS	03/09/20	DICK BLICK ART MATERIALS	0-33-166-51000-681-100-2800-000-705	58.64	20004720
1	POM SUPPLIES PER ATTACHED	03/10/20	AMAZON.COM	0-33-166-51000-681-100-3300-000-705	1,179.49	20004758
1	NOTEBOOK TOUCH	03/30/20	SYMBOLIC INC	0-33-166-52199-653-804-3300-000-705	141.66	20004928
1	NOTEBOOK TOUCH	03/30/20	SYMBOLIC INC	0-33-166-52199-653-810-3300-000-705	141.67	20004928
			SITE Total 705 EISENHOWER SENIOR HIGH		**50,764.75**	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
4	ROCKING ROLLER CHARGE	03/30/20	SAM'S WHOLESALE CLUB	0-33-166-51000-681-100-3021-000-710	479.52	20004898
1	SOLE SOURCE/KRATOS UNDER COUNTER ICE MACHINE	03/30/20	CENTRAL RESTAURANT PRODUCTS	0-33-166-51000-651-807-3300-000-710	1,249.00	20004899
1	SHIPPING	03/30/20	CENTRAL RESTAURANT PRODUCTS	0-33-166-51000-651-807-3300-000-710	143.58	20004899
1	MEDICAL CART ACCESSORY-FULL CART COVER	03/30/20	RHINO SUPERCART LLC	0-33-166-52199-616-817-3300-000-710	295.00	20004912
1	SHIPPING	03/30/20	RHINO SUPERCART LLC	0-33-166-52199-616-817-3300-000-710	5.00	20004912

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	BARKAN TV MOUNT	03/30/20	WALMART	0-33-166-51000-652-100-3021-000-710	58.87	20004913
1	BARKAN TV MOUNT	03/30/20	WALMART	0-33-166-51000-652-100-3074-000-710	58.87	20004914
1	SHEET MUSIC PER ATTACHED	03/30/20	PENDER'S MUSIC CO	0-33-166-51000-681-100-3074-000-710	917.43	20004915
1	SHIPPING	03/30/20	PENDER'S MUSIC CO	0-33-166-51000-681-100-3074-000-710	78.60	20004915
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/30/20	AMAZON.COM	0-33-166-51000-681-100-3074-000-710	665.29	20004918
1	SOLE SOURCE/3 COLUMN MUSIC HOLDER	03/30/20	WENGER CORPORATION	0-33-166-51000-651-100-3021-000-710	1,148.00	20004919
1	SOLE SOURCE/MUSIC WORK STATION	03/30/20	WENGER CORPORATION	0-33-166-51000-651-100-3021-000-710	1,220.00	20004919
1	SHIPPING	03/30/20	WENGER CORPORATION	0-33-166-51000-651-100-3021-000-710	420.00	20004919
2	IPADS	03/30/20	APPLE INC	0-33-166-51000-653-100-3074-000-710	629.00	20004923
2	IPADS	03/30/20	APPLE INC	0-33-166-51000-653-100-3021-000-710	629.00	20004923
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-51000-681-100-3074-000-710	392.91	20004644
1	QUOTES/AUDIO VISUAL SUPPLIES PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-51000-652-100-3074-000-710	1,598.00	20004644
1	QUOTES/AUDIO VISUAL SUPPLIES PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-51000-652-100-3004-000-710	999.00	20004644
1	FURNITURE PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-51000-651-100-3074-000-710	129.99	20004644
1	TECHNOLOGY ITEMS PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-51000-653-100-3074-000-710	13.95	20004644
1	TRACK EQUIPMENT PER ATTACHED	03/09/20	BSN SPORTS LLC	0-33-166-52199-683-811-3300-000-710	2,157.50	20004645

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	TRACK EQUIPMENT PER ATTACHED	03/09/20	BSN SPORTS LLC	0-33-166-52199-683-812-3300-000-710	2,157.50	20004645
1	SHIPPING	03/09/20	BSN SPORTS LLC	0-33-166-52199-683-811-3300-000-710	192.50	20004645
1	SHIPPING	03/09/20	BSN SPORTS LLC	0-33-166-52199-683-812-3300-000-710	192.50	20004645
1	LIBRARY SUPPLIES PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-52220-619-000-0000-000-710	1,368.55	20004646
1	LIBRARY BOOKS PER ATTACHED	03/09/20	APPLIED PRACTICE	0-33-166-52220-641-000-0000-000-710	100.00	20004647
1	LIBRARY BOOKS PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-52220-641-000-0000-000-710	2,416.75	20004648
1	LIBRARY BOOKS PER ATTACHED	03/09/20	FOLLETT SCHOOL SOLUTIONS INC	0-33-166-52220-641-000-0000-000-710	3,363.78	20004649
1	SCANNERS PER ATTACHED	03/09/20	FOLLETT SCHOOL SOLUTIONS INC	0-33-166-52220-619-000-0000-000-710	508.00	20004649
1	SHIPPING	03/09/20	FOLLETT SCHOOL SOLUTIONS INC	0-33-166-52220-619-000-0000-000-710	13.79	20004649
1	TABLES PER ATTACHED	03/09/20	THE LIBRARY STORE INC.	0-33-166-52220-651-000-0000-000-710	596.95	20004650
1	LIBRARY SUPPLIES PER ATTACHED	03/09/20	THE LIBRARY STORE INC.	0-33-166-52220-619-000-0000-000-710	1,113.69	20004650
1	SHIPPING	03/09/20	THE LIBRARY STORE INC.	0-33-166-52220-619-000-0000-000-710	100.00	20004650
1	CIRCUT MAKER BUNDLE	03/09/20	CRICUTDIRECT.COM	0-33-166-52220-619-000-0000-000-710	395.36	20004651
1	LIBRARY BOOKS PER ATTACHED	03/09/20	AMAZON.COM	0-33-166-52220-641-000-0000-000-710	331.47	20004652
1	UNIFORMS PER ATTACHED	03/09/20	ALGYTRIMMINGS & CO INC	0-33-166-51000-657-100-3300-000-710	1,329.86	20004653

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Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	03/09/20	ALGYTRIMMINGS & CO INC	0-33-166-51000-657-100-3300-000-710	52.00	20004653
1	UNIFORMS PER ATTACHED	03/09/20	CHAMPION TEAMWEAR	0-33-166-51000-657-100-3300-000-710	1,440.00	20004654
1	IGLOO MARINE ULTRA COOLER	03/09/20	AMAZON.COM	0-33-166-51000-681-100-3300-000-710	36.22	20004655
1	10.2" IPAD CASE	03/09/20	AMAZON.COM	0-33-166-51000-653-100-3300-000-710	14.99	20004655
1	CAMERAS PER ATTACHED	03/09/20	B & H PHOTO VIDEO	0-33-166-51000-652-100-2800-000-710	1,596.00	20004656
1	IGLOO 38 QUART WHEELIE COOLER	03/09/20	WALMART	0-33-166-51000-681-100-3300-000-710	23.47	20004657
1	IPAD	03/09/20	APPLE INC	0-33-166-51000-653-100-3074-000-710	629.00	20004661
2	DESKTOP COMPUTER	03/09/20	DELL MARKETING	0-33-166-52220-653-000-0000-000-710	1,198.72	20004662
2	DELL 22" MONITOR	03/09/20	DELL MARKETING	0-33-166-52220-653-000-0000-000-710	243.98	20004662
1	IPAD	03/09/20	APPLE INC	0-33-166-51000-653-100-3300-000-710	299.00	20004665
1	SOLE SOURCE/INSTRUCTIONAL SUPPLIES	03/09/20	ZEECRAFT TECH, LLC	0-33-166-51000-681-251-2735-000-710	890.00	20004676
1	SHIPPING	03/09/20	ZEECRAFT TECH, LLC	0-33-166-51000-681-251-2735-000-710	35.00	20004676
1	SOCCER UNIFORMS PER ATTACHED	03/09/20	BSN SPORTS LLC	0-33-166-52199-657-820-3300-000-710	4,690.00	20004677
1	BASKETBALL UNIFORMS PER ATTACHED	03/09/20	BSN SPORTS LLC	0-33-166-51000-657-802-3300-000-710	1,916.00	20004679
1	SHIPPING	03/09/20	BSN SPORTS LLC	0-33-166-51000-657-802-3300-000-710	60.00	20004679
1	MUSIC SUPPLIES PER ATTACHED	03/09/20	JW PEPPER AND SON INC	0-33-166-51000-681-100-3021-000-710	1,798.57	20004721

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	03/09/20	JW PEPPER AND SON INC	0-33-166-51000-681-100-3021-000-710	130.00	20004721
1	QUOTES/YAMAHA YBH-301M SERIES MARCHING BARITONE LACQUER	03/10/20	WOODWIND & BRASSWIND	0-33-166-51000-655-100-3004-000-710	2,292.99	20004759
1	QUOTES/GEMEINHARDT ROY SEAMAN STORM PICCOLO SILVER PLATED KEYS	03/10/20	WOODWIND & BRASSWIND	0-33-166-51000-655-100-3004-000-710	1,299.00	20004759
1	BASEBALL SUPPLIES PER ATTACHED	03/10/20	BSN SPORTS LLC	0-33-166-52199-683-805-3300-000-710	255.00	20004760
1	SOFTBALL SUPPLIES PER ATTACHED	03/10/20	BSN SPORTS LLC	0-33-166-52199-683-806-3300-000-710	270.00	20004760
1	TENNIS SUPPLIES PER ATTACHED	03/10/20	BSN SPORTS LLC	0-33-166-52199-683-808-3300-000-710	60.00	20004760
1	TENNIS SUPPLIES PER ATTACHED	03/10/20	BSN SPORTS LLC	0-33-166-52199-683-809-3300-000-710	60.00	20004760
1	QUOTES/ATHLETIC SUPPLIES PER ATTACHED	03/10/20	BSN SPORTS LLC	0-33-166-52199-683-819-3300-000-710	2,585.00	20004760
1	BASKETBALL SUPPLIES PER ATTACHED	03/10/20	BSN SPORTS LLC	0-33-166-51000-681-802-3300-000-710	237.00	20004760
1	BASKETBALL SUPPLIES PER ATTACHED	03/10/20	BSN SPORTS LLC	0-33-166-51000-681-803-3300-000-710	237.00	20004760
1	FOOTBALL SUPPLIES PER ATTACHED	03/10/20	BSN SPORTS LLC	0-33-166-51000-681-801-3300-000-710	359.96	20004760
1	SHIPPING	03/10/20	BSN SPORTS LLC	0-33-166-52199-683-819-3300-000-710	525.00	20004760
1	NOTEBOOK TOUCH	03/30/20	SYMBOLIC INC	0-33-166-52199-653-804-3300-000-710	141.67	20004928
1	NOTEBOOK TOUCH	03/30/20	SYMBOLIC INC	0-33-166-52199-653-810-3300-000-710	141.67	20004928
1	QUOTES/UHD TV SAMSUNG SMART LED TV	03/30/20	SAM'S WHOLESALE CLUB	0-33-166-51000-652-100-3021-000-710	899.00	20004933
			SITE Total 710 LAWTON SENIOR HIGH SCHOOL		**51,885.45**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE	**715 MACARTHUR SENIOR HIGH SCHOOL**					
1	BD APVD 3-10-2020/LABOR TO INSTALL EPOXY FLOOR IN WEIGHT ROOM	03/12/20	MAGMA CONSTRUCTION LLC	0-33-166-52620-450-100-3300-000-715	8,500.00	20004808
1	QUOTES/JOHN PACKER BBB TUBA	03/30/20	MIDWEST MUSIC LLC	0-33-166-51000-655-100-3004-000-715	4,795.00	20004891
1	TRACK RECORDS BOARD	03/30/20	GAME CHANGING IMAGE, LLC	0-33-166-52199-683-811-3300-000-715	250.00	20004892
1	TRACK RECORDS BOARD	03/30/20	GAME CHANGING IMAGE, LLC	0-33-166-52199-683-812-3300-000-715	250.00	20004892
1	SOLE SOURCE/KRUTZ 1/2 SIZE BASS WITH CASE AND BOW PER ATTACHED	03/30/20	INTER CITY VIOLIN STUDIOS LLC	0-33-166-51000-655-100-3021-000-715	2,500.00	20004894
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	03/30/20	HOME DEPOT 3914	0-33-166-51000-681-100-4019-000-715	484.92	20004895
1	LIBRARY BOOKS PER ATTACHED	03/30/20	AMAZON.COM	0-33-166-52220-641-000-0000-000-715	2,023.70	20004896
1	SOLE SOURCE/VISUAL DESIGN MARCHING SHOW	03/04/20	DOUGLAS HANSEN VISUAL DESIGN	0-33-166-51000-681-100-3004-000-715	1,500.00	20004591
1	CHOIR UNIFORMS PER ATTACHED	03/04/20	SOUTHEASTERN PERFORMANCE APPAREL	0-33-166-51000-657-100-3074-000-715	3,065.00	20004631
1	SHIPPING	03/04/20	SOUTHEASTERN PERFORMANCE APPAREL	0-33-166-51000-657-100-3074-000-715	214.55	20004631
1	SOLE SOURCE/PRO DOUBLE SIDED HALF RACK	03/09/20	PROMAXIMA MANUFACTURING LLC	0-33-166-51000-651-100-3300-000-715	755.58	20004667
1	SHIPPING	03/09/20	PROMAXIMA MANUFACTURING LLC	0-33-166-51000-651-100-3300-000-715	84.42	20004667
1	NOTEBOOK TOUCH	03/30/20	SYMBOLIC INC	0-33-166-52199-653-804-3300-000-715	141.66	20004928
1	NOTEBOOK TOUCH	03/30/20	SYMBOLIC INC	0-33-166-52199-653-810-3300-000-715	141.67	20004928
			SITE Total 715 MACARTHUR SENIOR HIGH		**24,706.50**	
			PROJECT Total 166 BOND-PROGRAMS		**183,731.05**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
PROJECT 168 BOND-ATHLETIC (TRACKS/FACILITIES)						
SITE 380 MAINTENANCE_KEN BADEN						
1	BD APVD 1-16-2020/QUOTES/RON STEPHENS/SUBSURFACE EXPLORATION FOR STADIUM WALL REPAIR	03/04/20	BURGESS ENGINEERING & TESTING	0-33-168-54400-334-000-0000-000-380	1,615.00	20004587
1	BD APVD 1-16-20/QUOTES/RON STEPHEN STADIUM/TOPOGRAPHIC & BOUNDARY SURVEY FOR WALL REPAIR	03/09/20	LANDMARK ENGINEERING	0-33-168-54400-334-000-0000-000-380	1,680.00	20004719
			SITE Total 380 MAINTENANCE_KEN BADEN		**3,295.00**	
			PROJECT Total 168 BOND-ATHLETIC		**3,295.00**	
			FUND Total 33 BOND FUND (2017)		**363,286.84**	

Comptroller Report to the Board of Education: 04/16/2020

I want to thank the Finance and Payroll staff for working tirelessly and without complaint during the COVID-19 crisis. The business of the district does not stop and these offices have worked diligently to ensure employees and vendors are paid.

We are reviewing FY20 expenditures and contracts, etc.

Included in the 04/16/2020 Board Agenda, please find the:

- Supplemental Appropriations
  This is an update to the Estimate of Needs and is required to correct the EON.
- March Treasurer's Report
- Authority to Invest

Respectfully,

Lance Gibbs
Comptroller

Lawton Public School District
General Fund
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$	(578,538.61)	
Investments	$	29,779,049.86	
Accounts Receivable	$	-	
Property Taxes - Current	$	-	
Property Taxes - Delinquent	$	-	
Inventory	$	279,247.21	
Food Service Commodities	$	-	
Land	$	2,951,394.94	
Buildings and Depreciation	$	60,093,116.10	
Building Improvements	$	45,083,482.30	
Furniture/Equipment and Depreciation	$	6,658,354.54	
Construction in Progress	$	22,852,209.20	
Vehicles and Depreciation	$	7,110,939.22	
Amounts to be Provided/Comp Bal/Vacation	$	646,247.83	
Amounts to be Provided/Comp Bal/Sick Leave	$	685,415.99	
Amounts Available/Lease Purchase	$	-	
TOTAL ASSETS			**$ 175,560,918.58**

LIABILITIES AND EQUITY

Accounts Payable	$	-	
Warrants Payable	$	1,472,366.95	
Payroll Payable	$	-	
Payroll Liabilities	$	-	
Accured Compensated Balance/Vacation	$	646,247.83	
Accured Compensated Balance/Sick Leave	$	685,415.99	
Lease Purchase Payable	$	-	
Total Liabilities			$ 2,804,030.77
Restricted			
Capital Assets (Net)	$	144,749,496.30	
Food Service Commodities	$	-	
Unbudgeted	$	-	
Unreserved			
Designated	$	28,007,391.51	
Undesignated	$	-	
	$	-	
Total Equity			$ 172,756,887.81
TOTAL LIABILITIES AND EQUITY BALANCE			**$ 175,560,918.58**
			TRUE

LANCE GIBBS, DISTRICT TREASURER

$ -

Lawton Public School District
General Fund
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem (Current)	$ 15,100,000.00	$ 262,061.49	$ 12,644,880.11	$ 2,455,119.89	83.74%
Ad Valorem (Prior)	$ 300,000.00	$ 17,284.73	$ 473,168.78	$ (173,168.78)	157.72%
Revenue In-Lieu	$ 8,400.00	$ -	$ 6,865.93	$ 1,534.07	81.74%
Summer School Tuition	$ 4,870.16	$ -	$ 160.00	$ 4,710.16	3.29%
Transfer Fees	$ 17,500.00	$ -	$ 22,577.29	$ (5,077.29)	129.01%
Other Tuition & Fees	$ -	$ -	$ -	$ -	#DIV/0!
Interest Earnings	$ 416,500.00	$ 43,769.47	$ 293,701.99	$ 122,798.01	70.52%
Rental/Facilities	$ 13,000.00	$ 497.04	$ 3,111.26	$ 9,888.74	23.93%
Sales of Bldgs	$ -	$ -	$ -	$ -	#DIV/0!
Sales of Equipment	$ 6,000.00	$ 2,909.80	$ 5,153.60	$ 846.40	85.89%
Insurance Loss Recoverie	$ 37,152.64	$ -	$ 37,152.64	$ -	100.00%
Damages to Property	$ 250.00	$ -	$ 748.20	$ (498.20)	299.28%
Misc Reimbursements	$ 152,050.00	$ 15,701.85	$ 250,267.47	$ (98,217.47)	164.60%
Contributions/Donations	$ 19,157.03	$ -	$ 7,603.03	$ 11,554.00	39.69%
Insurance Premium	$ 35,000.00	$ 1,417.38	$ 14,644.38	$ 20,355.62	41.84%
District Contracts	$ 50,000.00	$ -	$ 62,498.23	$ (12,498.23)	125.00%
Refund/Prior Year	$ -	$ -	$ -	$ -	#DIV/0!
Student Lunch/Brkf/Milk	$ 900,000.00	$ 278.00	$ 676,904.06	$ 223,095.94	75.21%
Adult Lunch/Brkf	$ 60,000.00	$ -	$ -	$ 60,000.00	0.00%
Other CN Revenue	$ 460,181.75	$ -	$ 461,457.35	$ (1,275.60)	100.28%
Local Revenue	***$ 17,580,061.58***	***$ 343,919.76***	***$ 14,960,894.32***	***$ 2,619,167.26***	
County 4 Mill	$ 1,700,000.00	$ 36,735.36	$ 1,581,633.99	$ 118,366.01	93.04%
County Apportionment	$ 350,000.00	$ 19,891.46	$ 267,084.57	$ 82,915.43	76.31%
County Revenue	***$ 2,050,000.00***	***$ 56,626.82***	***$ 1,848,718.56***	***$ 201,281.44***	
Gross Production Tax	$ 18,000.00	$ 1,446.58	$ 12,378.58	$ 5,621.42	68.77%
Motor Vehicle Tax	$ 5,200,000.00	$ 444,339.98	$ 4,596,691.37	$ 603,308.63	88.40%
Rural Electric Tax	$ 36,000.00	$ 3,865.64	$ 32,221.00	$ 3,779.00	89.50%
State Sch Land Earnings	$ 2,000,000.00	$ 189,800.34	$ 1,348,761.23	$ 651,238.77	67.44%
Vehicle Tax Stamp	$ 12,000.00	$ 1,308.99	$ 10,313.97	$ 1,686.03	85.95%
Foundation State Aid	$ 58,832,890.00	$ 5,294,960.00	$ 42,359,681.00	$ 16,473,209.00	72.00%
Educ Flex Benefits	$ 12,128,935.31	$ 1,099,826.50	$ 8,732,833.42	$ 3,396,101.89	72.00%
Alternative Edcuation	$ 421,946.98	$ -	$ 316,460.24	$ 105,486.74	75.00%
Professional Developmen	$ 453,818.80	$ -	$ 453,818.80	$ -	100.00%
State Textbook	$ 636,593.03	$ 57,293.37	$ 458,346.98	$ 178,246.05	72.00%
Misc State Revenue	$ 32,442.30	$ 35,825.43	$ 40,457.70	$ (8,015.40)	124.71%
State Matching	$ 55,000.00	$ -	$ 34,266.56	$ 20,733.44	62.30%
State Vocational Progs	$ 137,646.00	$ 34,995.00	$ 117,885.00	$ 19,761.00	85.64%
Capital Outlay	$ 14,016.97	$ -	$ 8,702.02	$ 5,314.95	62.08%
State Revenue	***$ 79,979,289.39***	***$ 7,163,661.83***	***$ 58,522,817.87***	***$ 21,456,471.52***	
Title VIII, Impact Aid	$ 5,250,000.00	$ -	$ 4,634,485.93	$ 615,514.07	88.28%
Title VII-A, Ind Educ	$ 293,708.16	$ 18,288.06	$ 175,879.39	$ 117,828.77	59.88%
ROTC	$ 201,997.22	$ 14,858.43	$ 132,211.98	$ 69,785.24	65.45%
Title I, Basic Program	$ 5,030,259.83	$ 1,518,485.59	$ 2,221,485.64	$ 2,808,774.19	44.16%

Title I, Correctional, Negle	$ 23,667.91	$ 1,495.94	$ 8,695.62	$ 14,972.29	36.74%
Title II-D, Tchr/Prin Traini	$ 865,955.57	$ 49,363.80	$ 242,022.20	$ 623,933.37	27.95%
Title III-A, Limited English	$ 76,758.79	$ 535.20	$ 48,596.13	$ 28,162.66	63.31%
Title IV, 21st Century Sch	$ 320,980.83	$ 31,452.69	$ 156,973.37	$ 164,007.46	48.90%
IDEA-B, Inds with Disabili	$ 4,127,517.58	$ 878,664.97	$ 2,478,023.87	$ 1,649,493.71	60.04%
IDEA-B, Preschool	$ 80,350.61	$ 16,624.34	$ 50,381.04	$ 29,969.57	62.70%
State Personnel Dev Grai	$ 62,212.53	$ 650.00	$ 650.00	$ 61,562.53	1.04%
Title X, Homeless Educ	$ 69,138.95	$ 3,168.19	$ 35,832.83	$ 33,306.12	51.83%
Johnson-O'Malley Progra	$ 65,560.00	$ -	$ 65,560.00	$ -	100.00%
Adult Education	$ 130,000.00	$ -	$ 54,740.47	$ 75,259.53	42.11%
Misc Federal Revenue	$ 2,246,138.69	$ 82,390.27	$ 309,026.49	$ 1,937,112.20	13.76%
Federal/Lunches	$ 4,000,000.00	$ 418,606.36	$ 2,955,230.65	$ 1,044,769.35	73.88%
Federal/Breakfast	$ 1,800,000.00	$ 195,551.00	$ 1,378,801.09	$ 421,198.91	76.60%
Summer Feeding Prog	$ 99,322.07	$ -	$ 99,322.07	$ -	100.00%
Child & Adulst Care Food	$ 20,000.00	$ 8,604.44	$ 49,916.38	$ (29,916.38)	249.58%
Farm Bill Equip Grant	$ 6,370.93	$ -	$ 6,370.93	$ -	100.00%
Carl Perkins Voc Grant	$ 154,998.06	$ -	$ 69,663.06	$ 85,335.00	44.94%
Federal Revenue	***$ 24,924,937.73***	***$ 3,238,739.28***	***$ 15,173,869.14***	***$ 9,751,068.59***	
Activity Fund Reimbs	$ 330,000.00	$ 1,920.00	$ 142,837.77	$ 187,162.23	43.28%
Correcting Entries	$ -	$ -	$ -	$ -	#DIV/0!
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
Non-Revenue	***$ 330,000.00***	***$ 1,920.00***	***$ 142,837.77***	***$ 187,162.23***	
TOTAL REVENUE	**$ 124,864,288.70**	**$ 10,804,867.69**	**$ 90,649,137.66**	**$ 34,215,151.04**	

EXPENSES	**ANNUAL BUDGET**	**YTD ENCUMB**	***CUR MTH ACTUAL**	**YTD ACTUAL**	**BUDGET BALANCE**
Salaries	$ 87,312,325.16	$ 33,337,523.31	$ 437,979.18	$ 51,229,287.49	$ 2,745,514.36
Benefits	$ 27,879,715.61	$ 6,216,070.47	$ 279,751.26	$ 15,402,059.47	$ 6,261,585.67
Prof & Tech Services	$ 5,970,218.69	$ 494,686.47	$ 59,240.58	$ 752,882.73	$ 4,722,649.49
Property Services	$ 1,034,319.02	$ 678,787.48	$ 84,323.72	$ 1,085,857.79	$ (730,326.25)
Other Services	$ 2,598,879.19	$ 981,126.66	$ 152,676.35	$ 2,355,040.97	$ (737,288.44)
Supplies & Materials	$ 13,674,639.97	$ 4,409,267.43	$ 740,797.28	$ 5,486,615.57	$ 3,778,756.97
Property	$ -	$ 10,865.00	$ -	$ 195,291.84	$ (206,156.84)
Other Objects	$ 671,831.06	$ 43,609.45	$ 11,522.00	$ 653,902.06	$ (25,680.45)
Other Uses of Funds	$ 258,643.15	$ -	$ 3,799.97	$ 17,091.38	$ 241,551.77
TOTAL EXPENSES	**$ 139,400,571.85**	**$ 46,171,936.27**	**$ 1,770,090.34**	**$ 77,178,029.30**	**$ 16,050,606.28**
EXCESS REVENUES OVER EXPENDITURES			**$ 9,034,777.35**	**$ 13,471,108.36**	

FUND BALANCE - July 1, 2019 **$ 14,536,283.15**
FUND BALANCE - March 31, 2020 **$ 28,007,391.51**
TRUE

INVENTORY BALANCE - July 1, 2019 **$ 279,247.21**
CASH FUND BALANCE - March 31, 2020 **$ 27,728,144.30**
TRUE

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

Lawton Public School District
Building Levy
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$	1,214,779.39	
Property Taxes - Current	$	-	
Property Taxes - Delinquent	$	-	
Investments	$	-	
Interest	$	-	
Amounts Available/Lease Purchase	$	-	
TOTAL ASSETS			**$ 1,214,779.39**

LIABILITIES AND EQUITY

Warrants Payable	$	(0.00)	
Lease Purchase Payable	$	-	
Int Payable/Lease Purchase	$	-	
Deferred Revenue	$	-	
Total Liabilities			$ (0.00)
Reserved			
Designated	$	1,214,779.39	
Undesignated	$	-	
Total Equity			$ 1,214,779.39
TOTAL LIABILITIES AND EQUITY			**$ 1,214,779.39**
			TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Building Levy
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Curre	$ 2,100,000.00	$ 37,468.84	$ 1,807,930.70	$ 292,069.30	86.09%
Ad Valorem Tax (Prior `	$ 68,000.00	$ 2,471.33	$ 67,652.41	$ 347.59	99.49%
Revenue in Lieu of Tax	$ 977.37	$ -	$ 977.37	$ -	100.00%
Misc Reimbursements	$ 457,881.16	$ -	$ 457,881.16	$ -	100.00%
Contributions/Donation:	$ 5,833.89	$ -	$ 5,833.89	$ -	100.00%
Misc Federal Sources	$ -	$ -	$ -	$ -	#DIV/0!
Non-Revenue Receipts	$ -	$ -	$ -	$ -	#DIV/0!
Estopped Warrants	$ -	$ -	$ -	$ -	#DIV/0!
TOTAL REVENUE	**$ 2,632,692.42**	**$ 39,940.17**	**$ 2,340,275.53**	**$ 292,416.89**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	$ -	$ 1,222,197.16	$ 415,352.04	$ 1,107,301.22	$ (2,329,498.38)
Property Services	$ 151,458.47	$ 191,945.45	$ 7,501.74	$ 152,833.82	$ (193,320.80)
Other Services	$ -	$ 700.00	$ -	$ -	$ (700.00)
Supplies & Materials	$ 3,120,674.27	$ 264,275.10	$ 1,876.52	$ 503,314.92	$ 2,353,084.25
Property	$ -	$ -	$ -	$ -	$ -
Other Objects	$ -	$ 4,615.50	$ -	$ 1,486.50	$ (6,102.00)
TOTAL EXPENSES	**$ 3,272,132.74**	**$ 1,683,733.21**	**$ 424,730.30**	**$ 1,764,936.46**	**$ (176,536.93)**

EXCESS REVENUES OVER EXPENDITURES	**$ (384,790.13)**	**$ 575,339.07**
FUND BALANCE - July 1, 2019	**$ 639,440.32**	
FUND BALANCE - March 31, 2020	**$ 1,214,779.39**	
	TRUE	

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

Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$	253,776.13		
Property Taxes - Current				
Property Taxes - Delinquent				
Investments	$	-		
Interest				
TOTAL ASSETS			**$**	**253,776.13**

LIABILITIES AND EQUITY

Warrants Payable	$	0.00		
Deferred Revenue	$	-		
Total Liabilities			$	0.00
Reserved				
Designated	$	253,776.13		
Undesignated	$	-		
Total Equity			$	253,776.13
TOTAL LIABILITIES AND EQUITY			**$**	**253,776.13**
				TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Municipal Tax Fund
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	$ -	$ -	$ -	$ -	0.00%
Non-Revenue Receipts	$ -	$ -	$ -	$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ -**	**$ -**	**$ -**	**$ -**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	$ 253,776.13	$ -	$ -	$ -	$ 253,776.13
Property Services	$ -	$ -	$ -	$ -	$ -
Other Services	$ -	$ -	$ -	$ -	$ -
Supplies & Materials	$ -	$ -	$ -	$ -	$ -
Property	$ -	$ -	$ -	$ -	$ -
Other Objects	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 253,776.13**	**$ -**	**$ -**	**$ -**	**$ 253,776.13**

EXCESS REVENUES OVER EXPENDITURES	**$ -**	**$ -**

FUND BALANCE - July 1, 2019	**$ 253,776.13**
FUND BALANCE - March 31, 2020	**$ 253,776.13**
	TRUE

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

Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$ 5,682,921.81	
Investments	$ -	
Interest		
TOTAL ASSETS		**$ 5,682,921.81**

LIABILITIES AND EQUITY

Warrants Payable	$ 92.00	
Deferred Revenue	$ -	
Total Liabilities		$ 92.00
Reserved		
Designated	$ 5,682,829.81	
Undesignated	$ -	
Total Equity		$ 5,682,829.81
TOTAL LIABILITIES AND EQUITY		**$ 5,682,921.81**
		TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Municipal Tax Fund
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	$ 1,666,666.84	$ -	$ 1,666,666.84	$ -	100.00%
Non-Revenue Receipts	$ -	$ -	$ -	$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ 1,666,666.84**	**$ -**	**$ 1,666,666.84**	**$ -**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	$ 5,743,711.26	$ 236,543.32	$ 5,852.79	$ 37,141.68	$ 5,470,026.26
Property Services	$ -	$ 183,142.23	$ 99,465.00	$ 455,650.39	$ (638,792.62)
Other Services	$ -	$ 73.92	$ -	$ 226.08	$ (300.00)
Supplies & Materials	$ 504,342.70	$ 16,368.00	$ -	$ -	$ 487,974.70
Property	$ -	$ 98,008.00	$ 72,114.00	$ 72,114.00	$ (170,122.00)
Other Objects	$ -	$ 8.00	$ 92.00	$ 92.00	$ (100.00)
TOTAL EXPENSES	**$ 6,248,053.96**	**$ 534,143.47**	**$ 177,523.79**	**$ 565,224.15**	**$ 5,148,686.34**

EXCESS REVENUES OVER EXPENDITURES	**$ (177,523.79)**	**$ 1,101,442.69**
FUND BALANCE - July 1, 2019	**$ 4,581,387.12**	
FUND BALANCE - March 31, 2020	**$ 5,682,829.81**	
	TRUE	

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

Lawton Public School District
Bond Fund - 31
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$	14,688.39		
Cash & Equiv (BOK)	$	-		
Accounts Receivable				
Property Taxes - Current				
Property Taxes - Delinquent				
Investments	$	-		
Interest				
TOTAL ASSETS			**$**	**14,688.39**

LIABILITIES AND EQUITY

Warrants Payable	$	(0.00)		
Deferred Revenue	$	-		
Total Liabilities			$	(0.00)
Reserved	$	-		
Designated	$	14,688.39		
Undesignated	$	-		
Total Equity			$	14,688.39
TOTAL LIABILITIES AND EQUITY			**$**	**14,688.39**
				TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 31
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Curr	$ -	$ -	$ -	$ -	0.00%
Ad Valorem Tax (Prior	$ -	$ -	$ -	$ -	0.00%
Non-Revenue Receipt	$ -	$ -	$ -	$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ -**	**$ -**	**$ -**	**$ -**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	$ 94,376.69	$ -	$ -	$ 128,042.86	$ (33,666.17)
Property Services	$ 125,356.76	$ -	$ -	$ 81,499.10	$ 43,857.66
Other Services	$ 700.00	$ -	$ -	$ -	$ 700.00
Supplies & Materials	$ 39,554.20	$ 14,508.00	$ -	$ 35,757.30	$ (10,711.10)
Property	$ -	$ -	$ -	$ -	$ -
Other Objects	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 259,987.65**	**$ 14,508.00**	**$ -**	**$ 245,299.26**	**$ 180.39**

EXCESS REVENUES OVER EXPENDITURES	**$ -**	**$ (245,299.26)**
FUND BALANCE - July 1, 2019	**$ 259,987.65**	
FUND BALANCE - March 31, 2020	**$ 14,688.39**	
	TRUE	

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

Lawton Public School District
Bond Fund - 32
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$	(1,752,078.96)	
Cash & Equiv (BOK)	$	-	
Investments	$	5,015,000.00	
Interest			
TOTAL ASSETS			**$ 3,262,921.04**

LIABILITIES AND EQUITY

Warrants Payable	$	126,402.01	
Deferred Revenue	$	-	
Total Liabilities			$ 126,402.01
Reserved	$	-	
Designated	$	3,136,519.03	
Undesignated	$	-	
Total Equity			$ 3,136,519.03
TOTAL LIABILITIES AND EQUITY			**$ 3,262,921.04**
			TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 32
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (C	$ -	$ -	$ -	$ -	0.00%
Ad Valorem Tax (P	$ -	$ -	$ -	$ -	0.00%
Bond Sales	$ -	$ -	$ -	$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ -**	**$ -**	**$ -**	**$ -**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Servic	$ 579,015.53	$ 229,830.76	$ 6,431.24	$ 10,615.91	$ 338,568.86
Property Services	$ 224,514.61	$ -	$ -	$ 16,739.85	$ 207,774.76
Other Services	$ -	$ 100.00	$ -	$ 369,293.13	$ (369,393.13)
Supplies & Material	$ 1,708,738.03	$ -	$ -	$ -	$ 1,708,738.03
Property	$ 1,024,447.20	$ 600,937.60	$ 188,037.40	$ 375,651.40	$ 47,858.20
Other Objects	$ 373,672.95	$ 1,820.00	$ 31.20	$ 1,569.00	$ 370,283.95
TOTAL EXPENSES	**$ 3,910,388.32**	**$ 832,688.36**	**$ 194,499.84**	**$ 773,869.29**	**$ 2,303,830.67**

EXCESS REVENUES OVER EXPENDITURES	**$ (194,499.84)**	**$ (773,869.29)**

FUND BALANCE - July 1, 2019	**$ 3,910,388.32**
FUND BALANCE - March 31, 2020	**$ 3,136,519.03**
	TRUE

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

Lawton Public School District
Bond Fund - 33
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$	(506,554.60)	
Cash & Equiv (BOK)	$	17,145,252.58	
Investments	$	(0.00)	
Interest			
TOTAL ASSETS			**$ 16,638,697.98**

LIABILITIES AND EQUITY

Warrants Payable	$	35,830.75	
Deferred Revenue	$	-	
Total Liabilities			$ 35,830.75
Reserved	$	-	
Designated	$	16,602,867.23	
Undesignated	$	-	
Total Equity			$ 16,602,867.23
TOTAL LIABILITIES AND EQUITY			**$ 16,638,697.98**
			TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 33
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax ((	$ -	$ -	$ -	$ -	#DIV/0!
Ad Valorem Tax (I	$ -	$ -	$ -	$ -	#DIV/0!
Interest Earnings	$ -	$ 18,530.72	$ 453,329.06	$ (453,329.06)	#DIV/0!
Bond Sales	$ 1,060,000.00	$ -	$ 160,000.00	$ 900,000.00	15.09%
Note Sales	$ -	$ -	$ -	$ -	#DIV/0!
Estopped Warrant	$ -	$ -	$ -	$ -	#DIV/0!
TOTAL REVENUI	**$ 1,060,000.00**	**$ 18,530.72**	**$ 613,329.06**	**$ 446,670.94**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Servi(	$ 33,620,080.91	$ 10,949,124.77	$ 1,823,390.91	$ 18,682,907.49	$ 3,988,048.65
Property Services	$ -	$ 65,309.64	$ 319.96	$ 520,043.56	$ (585,353.20)
Other Services	$ -	$ 539.96	$ -	$ 13,070.24	$ (13,610.20)
Supplies & Materi	$ 4,668,864.14	$ 1,090,119.88	$ 65,839.58	$ 1,943,814.59	$ 1,634,929.67
Property	$ -	$ 42,470.00	$ 12,769.00	$ 74,185.00	$ (116,655.00)
Other Objects	$ -	$ -	$ -	$ 5,386.00	$ (5,386.00)
TOTAL EXPENSI	**$ 38,288,945.05**	**$ 12,147,564.25**	**$ 1,902,319.45**	**$ 21,239,406.88**	**$ 4,901,973.92**

EXCESS REVENUES OVER EXPENDITURES	**$ (1,883,788.73)**	**$ (20,626,077.82)**
FUND BALANCE - July 1, 2019		**$ 37,228,945.05**
FUND BALANCE - March 31, 2020		**$ 16,602,867.23**
		TRUE

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

Lawton Public School District
Bond/Lease Fund - 34
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$	154.01		
Cash & Equiv (BOK)	$	5,257.45		
Investments	$	(0.00)		
Interest				
Amounts to be Provided/Lease Note	$	54,214,912.00		
TOTAL ASSETS			**$**	**54,220,323.46**

LIABILITIES AND EQUITY

Warrants Payable	$	-		
Deferred Revenue	$	-		
Lease Note Payable 2018	$	46,295,000.00		
Lease Note Int Payable 2018	$	7,919,912.00		
Total Liabilities			$	54,214,912.00
Reserved	$	-		
Designated	$	5,411.46		
Undesignated	$	-		
Total Equity			$	5,411.46
TOTAL LIABILITIES AND EQUITY			**$**	**54,220,323.46**
				TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond/Lease Fund - 34
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Curre	$ -	$ -	$ -	$ -	0.00%
Ad Valorem Tax (Prior	$ -	$ -	$ -	$ -	0.00%
Interest Earnings	$ -	$ 4.93	$ 1,239.87	$ (1,239.87)	#DIV/0!
Bond Sales	$ -	$ -	$ -	$ -	0.00%
Note Sales	$ -	$ -	$ -	$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ -**	**$ 4.93**	**$ 1,239.87**	**$ (1,239.87)**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	$ -	$ -	$ -	$ -	$ -
Property Services	$ 4,171.59	$ -	$ -	$ -	$ 4,171.59
Other Services	$ -	$ -	$ -	$ -	$ -
Supplies & Materials	$ -	$ -	$ -	$ -	$ -
Property	$ -	$ -	$ -	$ -	$ -
Other Objects	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 4,171.59**	**$ -**	**$ -**	**$ -**	**$ 4,171.59**

EXCESS REVENUES OVER EXPENDITURES		**$ 4.93**	**$ 1,239.87**
FUND BALANCE - July 1, 2019			**$ 4,171.59**
FUND BALANCE - March 31, 2020			**$ 5,411.46**
			TRUE

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

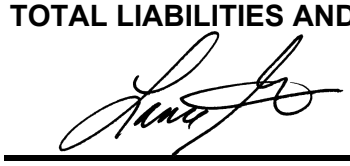
Lawton Public School District
Sinking Fund
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$	5,624,325.62	
Investments	$	2,000,000.00	
Due To/From Other Funds	$	-	
Amounts to be Provided/Judgments/Teachers	$	-	
Amounts to be Provided/Judgments/New	$	4,747.62	
Amounts to be Provided/Bond	$	22,091,900.00	
Amounts Available/Lease Purchase	$	-	
TOTAL ASSETS			**$ 29,720,973.24**

LIABILITIES AND EQUITY

Warrants Payable	$	-	
Judgement Payable/2018	$	4,053.47	
Judgement Interest/2018	$	694.15	
Bond Payable 2016	$	-	
Bond Payable 2017	$	2,250,000.00	
Bond Payable 2017B	$	2,520,000.00	
Bond Payable 2018A	$	2,040,000.00	
Bond Payable 2019A	$	14,380,000.00	
Int Payable 2016	$	-	
Int Payable 2017	$	16,875.00	
Int Payable 2017B	$	94,625.00	
Int Payable 2018A	$	71,400.00	
Int Payable 2019A	$	719,000.00	
Total Liabilities			$ 22,096,647.62
Reserved			
Designated	$	7,624,325.62	
Undesignated	$	-	
Total Equity			$ 7,624,325.62
TOTAL LIABILITIES AND EQUITY			**$ 29,720,973.24**
			TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Sinking Fund
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Currer	$ 6,657,439.01	$ 137,973.50	$ 6,657,439.01	$ -	100.00%
Ad Valorem Tax (Prior Y	$ 154,114.39	$ 5,324.19	$ 154,114.39	$ -	100.00%
Revenue in Lieu of Taxe	$ 3,599.02	$ -	$ 3,599.02	$ -	0.00%
Accured Interest on Bor	$ 9,074.79	$ -	$ -	$ 9,074.79	0.00%
Premium on Bonds Sale	$ 97,809.50	$ -	$ -	$ 97,809.50	
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ 6,922,036.71**	**$ 143,297.69**	**$ 6,815,152.42**	**$ 106,884.29**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Bond Pay	$ 12,229,289.91	$ -	$ -	$ 4,498,080.00	$ 7,731,209.91
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 12,229,289.91**	**$ -**	**$ -**	**$ 4,498,080.00**	**$ 7,731,209.91**

EXCESS REVENUES OVER EXPENDITURES	**$ 143,297.69**	**$ 2,317,072.42**
FUND BALANCE - July 1, 2019	**$ 5,307,253.20**	
FUND BALANCE - March 31, 2020	**$ 7,624,325.62**	
	TRUE	

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

Lawton Public School District
Endowment Fund
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$	0.00		
Accounts Receivable	$	-		
Investments	$	45,403.92		
Investment Stifel	$	144,350.79		
TOTAL ASSETS			**$**	**189,754.71**

LIABILITIES AND EQUITY

Accounts Payable	$	-		
Warrants Payable	$	-		
Total Liabilities			$	-
Reserved				
Designated	$	189,754.71		
Undesignated	$	-		
Total Equity			$	189,754.71
TOTAL LIABILITIES AND EQUITY			**$**	**189,754.71**
				TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Endowment Fund
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	$ 5,575.00	$ 51.12	$ 7,621.04	$ (2,046.04)	136.70%
Contributions/Donations	$ -	$ -	$ -	$ -	0.00%
Refund Prior Yr Expendit	$ -	$ -	$ -	$ -	
Fund Transfer	$ -	$ -	$ -	$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ 5,575.00**	**$ 51.12**	**$ 7,621.04**	**$ (2,046.04)**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Supplies & Materials	$ -	$ -	$ -	$ 5,000.00	$ (5,000.00)
Other Objects/Scholarshi	$ 192,708.67	$ -	$ -	$ -	$ 192,708.67
	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 192,708.67**	**$ -**	**$ -**	**$ 5,000.00**	**$ 187,708.67**
EXCESS REVENUES OVER EXPENDITURES	**$ (192,708.67)**	**$ 5,575.00**	**$ 51.12**	**$ 2,621.04**	

FUND BALANCE - July 1, 2019	**$ 187,133.67**
FUND BALANCE - March 31, 2020	**$ 189,754.71**
	TRUE

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

Lawton Public School District
Activity Fund
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$	437,043.51	
Cash & Equiv (OLAP)	$	1,930,858.17	
Interest	$	-	
TOTAL ASSETS			**$ 2,367,901.68**

LIABILITIES AND EQUITY

Checks Payable	$	24,242.14	
Due to Student Groups	$	-	
Total Liabilities			$ 24,242.14
Reserved			
Designated	$	2,343,659.54	
Undesignated	$	-	
Total Equity			$ 2,343,659.54
TOTAL LIABILITIES AND EQUITY			**$ 2,367,901.68**
			TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Activity Fund
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	***CUR MTH ACTUAL**	**YTD ACTUAL**
District Summer School Tuition	$ -	$ -
District Extended School Care	$ 26,628.50	$ 259,111.75
District Interest Earnings	$ 2,300.87	$ 26,626.64
District Commissions	$ 6,028.37	$ 51,968.40
District Damages to School Property	$ 426.48	$ 426.48
District Lost Textbooks	$ -	$ 747.09
District Misc Reimbursements	$ -	$ 69.00
Community Services	$ -	$ 1,820.00
District Contributions/Donations	$ -	$ 140,665.39
District Student Lunch, Bkft, Milk	$ -	$ 8,000.00
Athletic Admissions	$ 10,055.00	$ 199,315.25
Athletic Advertising/Program Sales	$ 15.00	$ 15,502.80
Athletic Concession Sales	$ 436.25	$ 54,999.41
Athletic Fees/Penalties/Fines	$ -	$ 960.00
Athletic Supplies/Material Sold to Students	$ -	$ 1,654.00
Athletic Other Revenue	$ 22,535.89	$ 184,297.45
School Admissions	$ 2,881.00	$ 19,962.13
School Concession Sales	$ 7,889.05	$ 40,700.29
School Merchandise Purchased/Resale	$ 62,565.71	$ 620,497.57
School Student Clubs/Organiztions	$ 5,439.08	$ 145,712.08
School Student Store Sales	$ 426.70	$ 11,556.01
School Other Activity Fund Receipts	$ 26,176.24	$ 340,994.35
District Cash/Change	$ 752.00	$ 11,802.00
District Misc Revenue Transferred	$ 489.00	$ 489.00
District Insuf Funds/Returned Checks	$ 472.50	$ 1,737.89
TOTAL REVENUE	**$ 175,517.64**	**$ 2,139,614.98**

EXPENSES	***CUR MTH ACTUAL**	**YTD ACTUAL**
Prof & Tech Services	$ 6,647.60	$ 77,184.44
Property Services	$ 4,510.37	$ 23,090.81
Other Services	$ 27,999.77	$ 153,021.81
Supplies & Materials	$ 148,875.08	$ 1,167,673.69
Property	$ -	$ -
Other Objects	$ 12,452.38	$ 125,685.05
Other Uses of Funds	$ 2,085.20	$ 177,450.03
TOTAL EXPENSES	**$ 202,570.40**	**$ 1,724,105.83**
EXCESS REVENUES OVER EXPENDITURES	**$ (27,052.76)**	**$ 415,509.15**
FUND BALANCE - July 1, 2019		**$ 1,928,150.39**
FUND BALANCE - March 31, 2020		**$ 2,343,659.54**
		TRUE

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

Lawton Public School District
Gifts Fund
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$	4,500.00		
Investments	$	(0.00)		
Interest	$	-		
TOTAL ASSETS			**$**	**4,500.00**

LIABILITIES AND EQUITY

Warrants Payable	$	-		
Total Liabilities			$	-
Unreserved				
Designated	$	4,500.00		
Undesignated	$	-		
Total Equity			$	4,500.00
TOTAL LIABILITIES AND EQUITY			**$**	**4,500.00**
				TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Gifts Fund
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	$ -	$ -	$ -	$ -	#DIV/0!
Contributions/Donations	$ 14,500.00	$ -	$ 12,500.00	$ 2,000.00	0.00%
Fund Transfer	$ -	$ -		$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ 14,500.00**	**$ -**	**$ 12,500.00**	**$ 2,000.00**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Scholarships	$ 14,500.00	$ -	$ -	$ 8,000.00	$ 6,500.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 14,500.00**	**$ -**	**$ -**	**$ 8,000.00**	**$ 6,500.00**

EXCESS REVENUES OVER EXPENDITURES	**$ -**	**$ 4,500.00**
FUND BALANCE - July 1, 2019	**$ -**	
FUND BALANCE - March 31, 2020	**$ 4,500.00**	
	TRUE	

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

Lawton Public School District
Workers Comp Fund
Statement of Assets, Liabilities and Equity
March, 2020

ASSETS

Cash in Bank	$	7,596.81	
Accounts Receivable	$	-	
Investments	$	-	
Amts Provided/Compensation Balances	$	184,042.00	
Interest	$	-	
TOTAL ASSETS			**$ 191,638.81**

LIABILITIES AND EQUITY

Warrants Payable	$	1,562.98	
Accured Comp Balance/Old WC Claims	$	184,042.00	
Total Liabilities			$ 185,604.98
Restricted			
Designated	$	-	
Undesignated	$	6,033.83	
Total Equity			$ 6,033.83
TOTAL LIABILITIES AND EQUITY			**$ 191,638.81**
			TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Workers Comp Fund
Statement of Revenue and Expenditures and Fund Balance
March, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Misc Reimbursements	$ -	$ -	$ -	$ -	#DIV/0!
Insurance Premium	$ -	$ -	$ -	$ -	#DIV/0!
TOTAL REVENUE	**$ -**	**$ -**	**$ -**	**$ -**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Pr Yr Claims	$ 14,171.65	$ 50,000.00	$ 2,602.49	$ 8,137.82	$ (43,966.17)
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 14,171.65**	**$ 50,000.00**	**$ 2,602.49**	**$ 8,137.82**	**$ (43,966.17)**
EXCESS REVENUES OVER EXPENDITURES			**$ (2,602.49)**	**$ (8,137.82)**	
FUND BALANCE - July 1, 2019			**$ 14,171.65**		
FUND BALANCE - March 31, 2020			**$ 6,033.83**		
			TRUE		

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

LANCE GIBBS
Comptroller/Treasurer
580-215-0255 Ext 2047 PHONE
580-585-6405 FAX
lance.gibbs@lawtonps.org

DESIGNATION OF LAWTON PUBLIC SCHOOLS INVESTMENT ACCOUNT

The school district treasurer is authorized to establish an investment account for the period of:

April 17, 2020 to May 19, 2020.

The treasurer shall first determine which monies, during this period that cannot be used for the purpose for which they are to be expended and then place these monies in this investment account.

The school district treasurer is authorized by the Board of Education to buy and sell from the investment account in accordance with School Laws of Oklahoma, Section 664 at the highest possible rate of interest.

As of the opening date of this period,

The district's operating account balance is/was: **$ 10,402,613.50**

And the balance in the investment accounts are/were: **$ 38,770,311.95**

Approved at regular meeting of the Board of Education of the Lawton Independent School District No. I-8 at Lawton, Oklahoma on

_____
Treasurer

INVESTMENT RATES:

Operating Accounts	Rate	Balance
Checking Account	0.10%	**$ 9,085,294.24**
Money Market	0.25%	**$ 1,317,319.26**
OLAP – Pooled Investments	1.47%	**$ 38,770,311.95**
OLAP – Fixed Rates		
General Fund	0.3000%	**$**
Bond Fund	0.0000%	**$**
Gift/Endowments	0.0000%	**$**

LAWTON PUBLIC SCHOOLS
General Fund-11
Request for Increase/Decrease in Appropriations
April 16, 2020

		2019-2020 Prior Approved Appropriations	2019-2020 Application of Funds	2019-2020 Increase/Decrease by County Clerk
GENERAL FUND				
1000 District Sources of Revenue				
1100	Taxes Levied/Assed for LEA	13,749,120.35	15,408,400.00	1,659,279.65
1200	Tuition and Fees	18,936.31	22,370.16	3,433.85
1300	Earning on investment and Bond Sales	636,395.23	416,500.00	(219,895.23)
1400	Rental, Disposals and Commissions	12,187.93	19,000.00	6,812.07
1500	Reimbursements	129,413.82	189,452.64	60,038.82
1600	Other Local Sources of Revenue	102,679.25	104,157.03	1,477.78
1700	Child Nutrition Programs	1,311,604.30	1,420,181.75	108,577.45
1800	Athletics	0.00	0.00	0.00
	Total	**15,960,337.19**	**17,580,061.58**	**1,619,724.39**
2000 Intermediate Sources of Revenue				
2100	County 4 Mill Ad Valorem Tax	1,788,696.14	1,700,000.00	(88,696.14)
2200	County Apportionment (Mortgage Tax)	263,882.12	350,000.00	86,117.88
2300	Resale of Property Fund Distribution	0.00	0.00	0.00
2900	Other Intermediate Sources of Revenue	0.00	0.00	0.00
	Total	**2,052,578.26**	**2,050,000.00**	**(2,578.26)**
3000 State Sources of Revenue				
3110	Gross Production Tax	21,758.99	18,000.00	(3,758.99)
3120	Motor Vehicle Collections	4,132,474.24	5,200,000.00	1,067,525.76
3130	Rural Electric Cooperative Tax	1,425,268.54	36,000.00	(1,389,268.54)
3140	State School Land Earnings	1,867,770.22	2,000,000.00	132,229.78
3150	Vehicle Tax Stamps	0.00	12,000.00	12,000.00
3160	Farm Implement Tax Stamps	0.00	0.00	0.00
3170	Trailers and Mobile Homes	0.00	0.00	0.00
3190	Other Dedicated Revenue	0.00	0.00	0.00
3100	***Total Dedicated Revenue***	***7,447,271.99***	***7,266,000.00***	***(181,271.99)***
3210	Foundation and Salary Incentive Aid	58,921,779.00	58,832,890.00	(88,889.00)
3220	Mid-Term Adjustment for Attendance	0.00	0.00	0.00
3230	Teacher Consultant Stipend	0.00	0.00	0.00
3240	Disaster Assistance	0.00	0.00	0.00
3250	Education Flex Benefits	11,968,031.01	12,128,935.31	160,904.30
3200	***Total State Aid - Gen Op - Non-Catagorical***	***70,889,810.01***	***70,961,825.31***	***72,015.30***
3300	State Aid - Competitive Grants - Categorical	347,336.40	421,946.98	74,610.58
3400	State - Categorical	633,122.32	1,090,411.83	457,289.51
3500	Special Programs	0.00	0.00	0.00
3600	Other State Sources of Revenue	0.00	32,442.30	32,442.30
3700	Child Nutrition Programs	55,274.54	55,000.00	(274.54)
3800	State Vocational Programs - Multi-Source	162,127.45	151,662.97	(10,464.48)
	Total	**79,534,942.71**	**79,979,289.39**	**444,346.68**

4000 Federal Sources of Revenue				
4100	Capital Outlay	5,616,926.82	5,745,705.38	128,778.56
4200	Disadvantaged Students	4,866,807.06	5,996,642.10	1,129,835.04
4300	Individuals With Disabilities	2,581,005.10	4,270,080.72	1,689,075.62
4400	Minority	130,276.70	390,119.78	259,843.08
4500	Operations	9,316.80	65,560.00	56,243.20
4600	Other Federal Sources of Revenue	438,832.00	2,376,138.69	1,937,306.69
4700	Child Nutrition Programs	5,721,715.82	5,925,693.00	203,977.18
4800	Federal Vocational Education	17,954.13	154,998.06	137,043.93
	Total	**19,382,834.43**	**24,924,937.73**	**5,542,103.30**
5000 Non- Revenue Receipts				
5100	Return of Assets	0.00	330,000.00	330,000.00
5600	Correcting Entry	0.00	0.00	0.00
	Total	**0.00**	**330,000.00**	**330,000.00**
Balance Sheet Accounts				
6100	Cash Accounts	14,603,145.69	14,536,283.15	(66,862.54)
6200	Interfund Transfer	0.00	0.00	0.00
	Total	**14,603,145.69**	**14,536,283.15**	**(66,862.54)**
	GRAND TOTAL	**131,533,838.28**	**139,400,571.85**	**7,866,733.57**

Purpose or Item of Appropriation	Prior Approved Appropriation	Requested Application of Funds	Current Approved Appropriations	Added by County Clerk
1. Current Expense	131,533,838.28	7,866,733.57	139,400,571.85	7,866,733.57
2. Interest Reserve				
3. Grand Total	131,533,838.28	7,866,733.57	139,400,571.85	7,866,733.57

Submitted by order of the Board _____day of _____, 2020

_____ _____

President of the Board Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF _____, SS:

I, the duly qualified and acting County Clerk in the and for the said County and State, do hereby certify that I have added the requested amounts to the appropriations of the school district in the manner requested by the School's Board of Education.

Done at_____, Oklahoma this_____day of _____, 2020

_____

County Clerk

_____

Deputy

LAWTON PUBLIC SCHOOLS
Building Levy-21
Request for Increase/Decrease in Appropriations
April 16, 2020

		2019-2020 Prior Approved Appropriations	2019-2020 Requested Application of Funds	2019-2020 Increase/Decrease by County Clerk
BUILDING LEVY				
1000 District Sources of Revenue				
1100	Taxes Levied/Assed for LEA	1,966,745.48	2,168,977.37	202,231.89
1300	Earning on Investment and Bond Sales	0.00	0.00	0.00
1500	Reimbursements	120,000.00	457,881.16	337,881.16
1600	Other Local Sources of Revenue	7,500.00	5,833.89	(1,666.11)
	Total	**2,094,245.48**	**2,632,692.42**	**538,446.94**
4000 Federal Sources of Revenue				
4100	Capital Outlay	0.00	0.00	0.00
4600	Other Federal Sources of Revenue	0.00	0.00	0.00
	Total	**0.00**	**0.00**	**0.00**
5000 Non- Revenue Receipts				
5100	Return of Assets	0.00	0.00	0.00
5600	Correcting Entry	0.00	0.00	0.00
	Total	**0.00**	**0.00**	**0.00**
Balance Sheet Accounts				
6100	Cash Accounts	646,226.58	639,440.32	(6,786.26)
6200	Interfund Transfer	0.00	0.00	0.00
	Total	**646,226.58**	**639,440.32**	**(6,786.26)**
	GRAND TOTAL	**2,740,472.06**	**3,272,132.74**	**531,660.68**

Purpose or Item of Appropriation	Prior Approved Appropriation	Requested Application of Funds	Current Approved Appropriations	Added by County Clerk
1. Current Expense	2,740,472.06	531,660.68	3,272,132.74	531,660.68
2. Interest Reserve				
3. Grand Total	2,740,472.06	531,660.68	3,272,132.74	531,660.68

Submitted by order of the Board _____day of _____, 2020

_____ President of the Board

_____ Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF _____, SS:

I, the duly qualified and acting County Clerk in the and for the said County and State, do hereby certify that I have added the requested amounts to the appropriations of the school district in the manner requested by the School's Board of Education.

Done at_____, Oklahoma this_____day of _____, 2020

_____ County Clerk

_____ Deputy

LAWTON PUBLIC SCHOOLS
Municipal Tax Levy-25 (2010)
Request for Increase/Decrease in Appropriations
April 16, 2020

		2019-2020 Prior Approved Appropriations	2019-2020 Requested Application of Funds	2019-2020 Increase/Decrease by County Clerk
Municipal Tax Levy				
1000 District Sources of Revenue				
1100	Taxes Levied/Assed for LEA	0.00	0.00	0.00
1300	Earning on investment and Bond Sales	0.00	0.00	0.00
	Total	**0.00**	**0.00**	**0.00**
5000 Non- Revenue Receipts				
5100	Return of Assets	0.00	0.00	0.00
5600	Correcting Entry	0.00	0.00	0.00
	Total	**0.00**	**0.00**	**0.00**
Balance Sheet Accounts				
6100	Cash Accounts	253,776.13	253,776.13	0.00
6200	Interfund Transfer	0.00	0.00	0.00
	Total	**253,776.13**	**253,776.13**	**0.00**
	GRAND TOTAL	**253,776.13**	**253,776.13**	**0.00**

Purpose or Item of Appropriation	Prior Approved Appropriation	Requested Application of Funds	Current Approved Appropriations	Added by County Clerk
1. Current Expense	253,776.13	0.00	253,776.13	0.00
2. Interest Reserve				
3. Grand Total	253,776.13	0.00	253,776.13	0.00

Submitted by order of the Board _____day of _____, 2020

_____ President of the Board

_____ Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF _____, SS:

I, the duly qualified and acting County Clerk in the and for the said County and State, do hereby certify that I have added the requested amounts to the appropriations of the school district in the manner requested by the School's Board of Education.

Done at_____, Oklahoma this_____day of _____, 2020

_____ County Clerk

_____ Deputy

LAWTON PUBLIC SCHOOLS
Municipal Tax Levy-26 (2015)
Request for Increase/Decrease in Appropriations
April 16, 2020

		2019-2020 Prior Approved Appropriations	2019-2020 Requested Application of Funds	2019-2020 Increase/Decrease by County Clerk
Municipal Tax Levy				
1000 District Sources of Revenue				
1100	Taxes Levied/Assed for LEA	1,666,666.84	1,666,666.84	0.00
1300	Earning on investment and Bond Sales	0.00	0.00	0.00
	Total	**1,666,666.84**	**1,666,666.84**	**0.00**
5000 Non- Revenue Receipts				
5100	Return of Assets	0.00	0.00	0.00
5600	Correcting Entry	0.00	0.00	0.00
	Total	**0.00**	**0.00**	**0.00**
Balance Sheet Accounts				
6100	Cash Accounts	4,581,387.12	4,581,387.12	0.00
6200	Interfund Transfer	0.00	0.00	0.00
	Total	**4,581,387.12**	**4,581,387.12**	**0.00**
	GRAND TOTAL	**6,248,053.96**	**6,248,053.96**	**0.00**

Purpose or Item of Appropriation	Prior Approved Appropriation	Requested Application of Funds	Current Approved Appropriations	Added by County Clerk
1. Current Expense	6,248,053.96	0.00	6,248,053.96	0.00
2. Interest Reserve				
3. Grand Total	6,248,053.96	0.00	6,248,053.96	0.00

Submitted by order of the Board _____day of _____, 2020

_____ _____
President of the Board Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF _____, SS:

I, the duly qualified and acting County Clerk in the and for the said County and State, do hereby certify that I have added the requested amounts to the appropriations of the school district in the manner requested by the School's Board of Education.

Done at_____, Oklahoma this_____day of _____, 2020

_____
County Clerk

_____
Deputy

LAWTON PUBLIC SCHOOLS
Bond Fund-31 (2004)
Request for Increase/Decrease in Appropriations
April 16, 2020

		2019-2020 Prior Approved Appropriations	2019-2020 Requested Application of Funds	2019-2020 Increase/Decrease by County Clerk
BOND FUND				
1000 District Sources of Revenue				
1100	Taxes Levied/Assed for LEA	0.00	0.00	0.00
1300	Earning on investment and Bond Sales	0.00	0.00	0.00
1600	Other Local Sources of Revenue	0.00	0.00	0.00
	Total	**0.00**	**0.00**	**0.00**
5000 Non- Revenue Receipts				
5112	Proceeds/Sale of Bonds	0.00	0.00	0.00
5600	Correcting Entry	0.00	0.00	0.00
	Total	**0.00**	**0.00**	**0.00**
Balance Sheet Accounts				
6100	Cash Accounts	259,987.65	259,987.65	0.00
	Total	**259,987.65**	**259,987.65**	**0.00**
	GRAND TOTAL	**259,987.65**	**259,987.65**	**0.00**

Purpose or Item of Appropriation	Prior Approved Appropriation	Requested Application of Funds	Current Approved Appropriations	Added by County Clerk
1. Current Expense	259,987.65	0.00	259,987.65	0.00
2. Interest Reserve				
3. Grand Total	259,987.65	0.00	259,987.65	0.00

Submitted by order of the Board _____day of _____, 2020

_____ President of the Board

_____ Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF _____, SS:

I, the duly qualified and acting County Clerk in the and for the said County and State, do hereby certify that I have added the requested amounts to the appropriations of the school district in the manner requested by the School's Board of Education.

Done at_____, Oklahoma this_____day of _____, 2020

_____ County Clerk

_____ Deputy

LAWTON PUBLIC SCHOOLS
Bond Fund-32 (2014)
Request for Increase/Decrease in Appropriations
April 16, 2020

		2019-2020 Prior Approved Appropriations	2019-2020 Requested Application of Funds	2019-2020 Increase/Decrease by County Clerk
BOND FUND				
1000 District Sources of Revenue				
1100	Taxes Levied/Assed for LEA	0.00	0.00	0.00
1300	Earning on investment and Bond Sales	0.00	0.00	0.00
1600	Other Local Sources of Revenue	0.00	0.00	0.00
	Total	**0.00**	**0.00**	**0.00**
5000 Non- Revenue Receipts				
5112	Proceeds/Sale of Bonds	0.00	4,570,000.00	4,570,000.00
5600	Correcting Entry	0.00	0.00	0.00
	Total	**0.00**	**4,570,000.00**	**4,570,000.00**
Balance Sheet Accounts				
6100	Cash Accounts	3,910,388.32	3,910,388.32	0.00
	Total	**3,910,388.32**	**3,910,388.32**	**0.00**
	GRAND TOTAL	**3,910,388.32**	**8,480,388.32**	**4,570,000.00**

Purpose or Item of Appropriation	Prior Approved Appropriation	Requested Application of Funds	Current Approved Appropriations	Added by County Clerk
1. Current Expense	3,910,388.32	4,570,000.00	8,480,388.32	4,570,000.00
2. Interest Reserve				
3. Grand Total	3,910,388.32	4,570,000.00	8,480,388.32	4,570,000.00

Submitted by order of the Board _____day of _____, 2020

_____ President of the Board

_____ Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF _____, SS:

I, the duly qualified and acting County Clerk in the and for the said County and State, do hereby certify that I have added the requested amounts to the appropriations of the school district in the manner requested by the School's Board of Education.

Done at_____, Oklahoma this_____day of _____, 2020

_____ County Clerk

_____ Deputy

LAWTON PUBLIC SCHOOLS
Bond Fund-33 (2017)
Request for Increase/Decrease in Appropriations
April 16, 2020

		2019-2020 Prior Approved Appropriations	2019-2020 Requested Application of Funds	2019-2020 Increase/Decrease by County Clerk
BOND FUND				
1000 District Sources of Revenue				
1100	Taxes Levied/Assed for LEA	0.00	0.00	0.00
1300	Earning on investment and Bond Sales	0.00	0.00	0.00
1600	Other Local Sources of Revenue	0.00	0.00	0.00
	Total	**0.00**	**0.00**	**0.00**
5000 Non- Revenue Receipts				
5112	Proceeds/Sale of Bonds	0.00	1,060,000.00	1,060,000.00
5600	Correcting Entry	0.00	0.00	0.00
	Total	**0.00**	**1,060,000.00**	**1,060,000.00**
Balance Sheet Accounts				
6100	Cash Accounts	37,228,945.05	37,228,945.05	0.00
	Total	**37,228,945.05**	**37,228,945.05**	**0.00**
	GRAND TOTAL	**37,228,945.05**	**38,288,945.05**	**1,060,000.00**

Purpose or Item of Appropriation	Prior Approved Appropriation	Requested Application of Funds	Current Approved Appropriations	Added by County Clerk
1. Current Expense	37,228,945.05	1,060,000.00	38,288,945.05	1,060,000.00
2. Interest Reserve				
3. Grand Total	37,228,945.05	1,060,000.00	38,288,945.05	1,060,000.00

Submitted by order of the Board _____day of _____, 2020

_____ President of the Board

_____ Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF _____, SS:

I, the duly qualified and acting County Clerk in the and for the said County and State, do hereby certify that I have added the requested amounts to the appropriations of the school district in the manner requested by the School's Board of Education.

Done at_____, Oklahoma this_____day of _____, 2020

_____ County Clerk

_____ Deputy

LAWTON PUBLIC SCHOOLS
Sinking Fund-41
Request for Increase/Decrease in Appropriations
April 16, 2020

		2019-2020 Prior Approved Appropriations	2019-2020 Requested Application of Funds	2019-2020 Increase/Decrease by County Clerk
SINKING FUND				
1000 District Sources of Revenue				
1100	Taxes Levied/Assed for LEA	2,629,978.46	7,696,905.43	5,066,926.97
1300	Earning on investment and Bond Sales	0.00	13,777.78	13,777.78
1600	Other Local Sources of Revenue	0.00	0.00	0.00
	Total	**2,629,978.46**	**7,710,683.21**	**5,080,704.75**
3000 State Sources of Revenue				
3600	Other State Sources of Revenue	0.00	0.00	0.00
	Total	**0.00**	**0.00**	**0.00**
5000 Non- Revenue Receipts				
5100	Return of Assets	0.00	239,860.00	239,860.00
5600	Correcting Entry	0.00	0.00	0.00
	Total	**0.00**	**239,860.00**	**239,860.00**
Balance Sheet Accounts				
6100	Cash Accounts	5,307,253.20	5,307,253.20	0.00
	Total	**5,307,253.20**	**5,307,253.20**	**0.00**
	GRAND TOTAL	**7,937,231.66**	**13,257,796.41**	**5,320,564.75**

Purpose or Item of Appropriation	Prior Approved Appropriation	Requested Application of Funds	Current Approved Appropriations	Added by County Clerk
1. Current Expense	7,937,231.66	5,320,564.75	13,257,796.41	5,320,564.75
2. Interest Reserve				
3. Grand Total	7,937,231.66	5,320,564.75	13,257,796.41	5,320,564.75

Submitted by order of the Board _____day of _____, 2020

_____ President of the Board

_____ Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF _____, SS:

I, the duly qualified and acting County Clerk in the and for the said County and State, do hereby certify that I have added the requested amounts to the appropriations of the school district in the manner requested by the School's Board of Education.

Done at_____, Oklahoma this_____day of _____, 2020

_____ County Clerk

_____ Deputy

Lawton Public Schools
Business Operations

Report of Activity Fund Custodian
April 16, 2020

REQUEST PERMISSION TO ESTABLISH NEW ACCOUNT:

Acct Name/Number	Source of Revenue	Approved Expenditures
Shoemaker Education Center Welcome Back Expo - 999	1. Donations 2. Funds transferred	1. Expenses related to Welcome Back Expo 2. Supplement LPSF teacher grants 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Reimbursement of expenses 5. Refreshments/supplies

Lawton Public Schools
Business Operations

Report of Activity Fund Custodian
April 16, 2020

REQUEST PERMISSION TO MAKE THE FOLLOWING ACTIVITY FUND TRANSFERS:

	Acct. Credited	Acct. Debited	Purpose	Amount
1	LHS Baseball	LHS All Sports	Help with Expenses	$1,000.00
2	Hugh Bish Library	Ridgecrest Library	Battle of the Books Shirts	$66.50
3	TMS Baseball	TMS All Sports	Help with Expenses	$94.00
4	EHS Yearbook	Title I Homeless	Yearbook for Student	$70.00
5	EHS Commission	District Commission	February Commission	$638.00
6	LHS Commission	District Commission	February Commission	$667.00
7	MHS Commission	District Commission	February Commission	$675.00
8	CMS Commission	District Commission	February Commission	$448.00
9	EMS Commission	District Commission	February Commission	$875.00
10	MMS Commission	District Commission	February Commission	$402.00
11	TMS Commission	District Commission	February Commission	$368.00
12	Gateway Success Center	District Commission	February Commission	$53.00

Lawton Public Schools
Business Operations

Report of Activity Fund Custodian
April 16, 2020

REQUEST APPROVAL OF THE FOLLOWING OUT-OF-TOWN TRIP FOR STUDENTS:
(per attached letter)

LHS Close Up Program Washington DC	January 31-February 5, 2021	Activity Fund

March 3, 2020

Lawton Public Schools
Attn: Dr. Tom Thomas, Superintendent of School
LPS Board Members
753 NW Ft. Sill Blvd.
Lawton, Okla. 73507

Dr. Thomas, LPS School Board Members:

Lawton High School has been invited by the Close Up Foundation to bring students to Washington D.C. for a study of our American government during the week of January 31-February 5, 2021.

Since 1981, Lawton High has a long standing tradition of participating in the Close Up program. Close Up inspires young people to become active, informed and engaged citizens while using our Nation's Capital as their classroom. We are currently assembling an excellent "Close-Up Team" of future leaders who are outstanding representatives of their school, their families and our community.

During the week the students will attend seminars and meet with our legislators, lobbyists, media personnel, and representatives of the judicial and executive branches of our government. The students will participate in seminars with Close Up participants from other communities, which will allow them to share social and political diversities that each community brings to the program.

The Close Up Foundation has again secured $300.00 scholarships for each student from our school that attends next school year. This is an excellent opportunity for students from Lawton High School to attend Close Up who would otherwise not be able to go.

The Lawton High School Close Up program respectfully requests permission to attend "Close Up 2021" during the week of January 31-Febrary 5, 2021.

Respectfully submitted,

Jackie R. Barrett Jr.
Lawton High School
Close Up Sponsor

Charlotte Dates
3-3-2020

Lawton Public Schools
Business Operations
Report of the Clerk
April 16, 2020

REQUEST APPROVAL OF THE FOLLOWING CONSTRUCTION-RELATED DOCUMENTS:

Architects in Partnership LLC			Sales Tax (26)
Brockland HVAC Replacement		est	$400,000.00
Cavins Construction Group LLC			Sales Tax (26)
MHS Gym HVAC Renovation		est	$380,000.00
Crossland Construction Company	Whittier Saferoom		2017 Bond (33)
Change Order 5 (final)	Return balance of Contingency & 2 specific areas		-$54,243.21
Crossland Construction Company	New EMS Construction		2017 Bond (33)
Change Order 10	Several areas per attached (from Contingency)		-$38,431.01
RCJ Construction Inc	MHS HVAC Renovation		Sales Tax (26)
Change Order 3	Increase screen wall by 24 inches (from contingency)		-$3,267.00

REQUEST APPROVAL OF THE FOLLOWING AGREEMENTS/CONTRACTS:

403(b) Plan Document	revised effective Jan 1, 2020		
Language per IRS regulations			
Edmond Public Schools	Contract for Athletic Contests		Activity Fund
LHS Boys Basketball	The Open Boys Basketball Tournament	December 10-12,2020	
Fidelity Communications	Contract for Service		General Fund
Telephone service to include New EMS			
Herff Jones	Printing Agreement 2020-2021		Activity Fund
Eisenhower Middle School Yearbook			
Tomlinson Middle School Yearbook			
Hilton Garden Inn Lawton-Fort Sill			Activity Fund
MHS Student Council	Homecoming	October 31, 2020	
Lifetouch	Service Agreement 2020-2021		Parent Pays
Central Middle School	Learning Tree Academy		directly to
Eisenhower Middle School	Lincoln Elementary School		Lifetouch ---
Almor West Elementary School	Pat Henry Elementary School		Site receives
Carriage Hills Elementary School	Pioneer Park Elementary School		% of sales
Cleveland Elementary School	Ridgecrest Elementary School		
Edison Elementary School	Sullivan Village Elementary School		
Eisenhower Elementary School	Whittier Elementary School		
Freedom Elementary School	Woodland Hills Elementary School		
Hugh Bish Elementary School			
Moore High School	2021 John Nobles Basketball Tournament Contract		Activity Fund
LHS Boys Basketball		January 21-23, 2021	

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

and the Architect:
(Name, legal status, address and other information)

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

for the following Project:
(Name, location and detailed description)

Lawton Public Schools – Brockland Center HVAC Replacement
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$400,000 preliminary estimate

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Cory Miller, Senior Project Manager/Associate
Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

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Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Detailed menu of designated services is attached as Exhibit "A"

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

If the Owner desires any further information regarding the above items in Section 4.1, the Owner should request a description from the Architect; otherwise the general descriptions as defined by the AIA will dictate.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Monthly or Bi-monthly visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

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conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be Negotiated

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

20% of the amount paid for services performed prior to termination under Section 9.7

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight percent (8) % of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

.1 Add 1% to Section 11.1 for Civil Engineer under Section 4.1.1.8
.2 Add 15% to actual consultant cost for Landscape Design under Section 4.1.1.9
.3 Any other additional services, stipulated sum or hourly with a not to exceed.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

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budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Principal Architect	One Hundred Seventy-Five Dollars/Hr. ($175.00)
Associate Architect	One Hundred Sixty Dollars/Hr. ($160.00)
Interior Designer	One Hundred Fifty Dollard/Hr. ($150.00)
Project Manager	One Hundred Thirty-Five Dollars/Hr. ($135.00)
Intern Architect	One Hundred Ten Dollars/Hr. $110.00)
Construction Administration	Ninety Dollars /Hr. ($90.00)
CADD	Eighty Five Dollars/Hr. ($85.00)
Administrative	Seventy Dollars/Hr. ($70.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (.15) times the amount of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.
12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

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[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
_____, President Lawton Public Schools Board of Education *(Printed name and title)*	Gang Li, Principal Architects in Partnership, LLC *(Printed name, title, and license number, if required)*
OWNER	**ARCHITECT**
(Signature) _____ Lawton Public Schools *(Printed name and title)*	*(Signature)* Matt Graves, Principal Architects in Partnership, LLC *(Printed name and title)*

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EXHIBIT A

CONCEPTUAL PLANS

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EXHIBIT B

MENU OF DESIGNATED SERVICES

A. PURPOSE.

This Menu of Services (hereinafter "Menu") is a checklist of professional services and functions as a guide to further describe those tasks to be performed by the Architect for this particular Project as set forth, in Article 4 of the attached Agreement. The Menu also introduces Pre-Design Phase services, Post Construction Phase Services, Supplemental services, and designates which services are deemed Basic Services or Additional Services for this Project.

The Menu is not intended in any way to alter, amend, change or supersede the terms of the Agreement Between Owner and Architect to which this Exhibit B is attached. In the event of any conflict between the Agreement Between Owner and Architect and this Exhibit B, the Agreement Between Owner and Architect shall control.

B. DESIGNATIONS.

The following notations are applicable for each Menu item:

B: Basic Services

A: Additional Services

X: Not Required/Not Applicable

Those Menu items which have traditionally been designated as Basic Services have been "pre-designated" below by inserting a "B" in the check list.

C. PREDESIGN PHASE I

In the **Predesign Phase** the Architect will provide the following services to assist the Owner in establishing the program, financial and time requirements, and limitations for the project.

1. Project Administration services consisting of predesign administrative functions including:

B	Initial consultation in development of the Project.
B	Preparation of compensation estimates and professional services agreement(s).
B	Project-related research.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Owner-supplied Data Coordination services consisting of predesign activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.

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B	Assistance to Owner in obtaining existing drawings and related data.
B	Assistance to Owner in obtaining soils investigation services.
B	Assistance to Owner in obtaining topographic survey(s).
B	Assistance to Owner in obtaining Environmental Assessment.

3. Facility Needs Study for each building and site in the School Campus consisting of:

B	Inspection and evaluation to identify and recommend major renovation and additional space needs for each.
B	Estimate of construction costs.
B	Estimate of Furniture and Equipment costs.
B	Consultation with and recommendation for selection of projects to be included in the bond issue application.

4. Programming services required to establish the following detailed requirements for the Project:

B	Design objectives, limitations and criteria.	
B	Space requirements.	
B	Space relations.	
X	Number and functional responsibilities of personnel.	By Owner
B	Flexibility and expansibility.	
X	Special equipment and systems.	By Owner
B	Site requirements.	

5. Space Schematics/Flow Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:

B	Internal functions.	
X	Human and vehicular flow patterns.	
B	General space allocations.	
X	Special facilities and equipment.	By Owner
B	Flexibility and expansibility.	

6. Existing Facilities Surveys services consisting of researching, assembling and reviewing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

B	Photography or videography
B	Field measurements and review of existing drawings.
B	Analysis of existing architectural elements.
B	Analysis of existing structural capabilities.
B	Analysis of existing mechanical capabilities.
B	Analysis of existing electrical capabilities.

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7. Project Budgeting services relating to development of a Predesign Phase Estimate of Construction Cost(s) based on programming studies.

B	Estimates, by project/facility, of Construction Cost.	By
B	Establishment of Contingency Budget.	

8. Bond Issue Application services related

B	Coordination and consultation with Owner, Bonding Attorney and Financial Consultant necessary for compilation and preparation of:
B	Summary of Estimated Costs for all Construction Projects Proposed.
B	Summary-Existing and Proposed School Plant form.
X	Project Cost Calculation form.
B	Estimated Size and Cost of Proposed Construction Project forms with necessary attachments for each facility included in the Project.
X	Site Acquisition and Development form.
X	Certifications of forms prepared by Architect.
B	Attendance with Owner at all meetings directly related to this Project.

9. Presentation services consisting of presentations of Predesign Phase analyses and recommendations by the Architect/Engineer to the following Owner representatives:

B	Board/Administration/Staff
B	Citizens committee(s).

D. SCHEMATIC DESIGN PHASE

In the **Schematic Design Phase**, the Architect will provide the following services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the Owner. Design will be conceptual in character based on the program and requirements developed under the Pre-Design Phase of the project and approved by the Owner.

1. Project Administration services consisting of schematic design administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of schematic design activities for:

B	Coordination between the architectural/engineering work of other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.

3. Agency Consulting/Review/Approval services consisting of schematic design activities including:

B	Agency consultations.

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B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of schematic design activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural Design/Documentation services responding to program requirements and consisting of preparation of:

B	Conceptual site and building plans.
B	Preliminary building elevations.
B	Preliminary selection of building systems and materials.
B	Development of approximate dimensions, areas and volumes.
B	Perspective sketch(es).

6. Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

B	A proposed structural system.

7. Mechanical Design/Documentation services consisting of consideration of materials, systems and equipment and development of conceptual design solutions for:

B	Energy source(s).
B	Energy conservation.
B	Heating and ventilating.
B	Air conditioning.
B	Plumbing.
B	Fire protection.

8. Electrical Design/Documentation consisting of consideration of systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

B	Power service and distribution.	
B	Lighting.	
X	Telephones.	By Owner
B	Fire detection and alarms.	
X	Security systems.	By Owner
X	Electronic communications.	
X	Special electrical systems.	
B	Technology infrastructure coordination.	

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9. Civil Design/Documentation consisting of consideration of materials, systems and development of conceptual design solutions for:

A	On-site utility systems.
A	Fire protection systems.
A	Drainage systems.
A	Paving/site improvements.

10. Interior planning services based on functional relationships, consideration of materials, systems and equipment and development of conceptual design solutions to establish furniture and equipment locations, etc.

B	Furniture, furnishings and loose equipment layouts.

11. Materials Specifications consisting of:

B	Identification of potential architectural materials systems and equipment.
B	Coordination of similar work by other disciplines.

12. Statement of Estimated Construction Cost services consisting of development of an estimated construction cost range for each Project based on the most recent schematic design studies.

B	Estimates, by project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of presentations of Schematic Design Documents by the Architect/Engineer to the following Owner representatives.

B	Board/Administration/Staff
B	Citizen committee(s).

E. DESIGN DEVELOPMENT PHASE

In the **Design Development Phase**, the Architect will provide the following services necessary to prepare, from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, civil, mechanical and electrical systems, materials, equipment and such other elements as may be appropriate for the approval by the Owner.

1. Project Administration services consisting of design development administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of design development activities for:

B	Coordination between the architectural/engineering work and the work of other involved disciplines of the Project.

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B	Review and checking of documents prepared for the Project.

3. Agency Consulting/Review/Approval services consisting of design development activities including:

B	Agency consultations.
B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of design development activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in obtaining data.

5. Architectural Design services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

B	Plans, sections and elevations.
B	Materials selection.
B	Three dimensional sketches.
B	Equipment layouts.
B	Typical construction details.
X	Study model(s).

6. Structural Design services consisting of continued development of structural system(s) and Schematic Design Documents in sufficient detail to establish:

B	Basic structural system and dimensions.
B	Structural design criteria.
B	Foundation design criteria.
B	Preliminary sizing of major structural components.
B	Critical coordination clearances.

7. Mechanical Design services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications to establish:

B	Approximate equipment sizes and capacities.
B	Preliminary equipment layouts.
B	Required space for equipment.
B	Required chases and clearance.

8. Electrical Design services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications to establish:

B	Criteria for lighting, electrical and communications systems.
B	Approximate sizes and capacities of major components.

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B	Preliminary equipment layouts.
B	Required space for equipment.
B	Required chases andclearances.

9. Civil Design services

A	Continued development and expansion of civil Schematic Design Documents to establish the final scope and preliminary details for on-site civil engineering work.

10. Materials Specifications services consisting of activities by architectural personnel in:

B	Presentation for Owner's approval of proposed General and Supplementary Conditions of the Contract for Construction.
B	Development of architectural outline Specifications and brief form identification of significant architectural materials, systems and equipment.
B	Coordination of similar activities of other disciplines.
B	Production of design manual including design criteria and outline Specifications or materials list.

11. Statement of Estimated Construction Cost services consisting of updating and refining the Schematic Design Phase Statement of Construction Cost of the Project.

B	Estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

12. Presentations services consisting of presentations of Design Development Drawings and other documents by the Architect/Engineer to the following Owner representatives:

B	Boards/Administration/Staff
B	Citizen committee(s).

F. CONSTRUCTION DOCUMENTS PHASE

In the **Construction Documents Phase**, the Architect will provide the following services necessary to prepare from the approved Design Development Documents, for approval by the Owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project, and bidding and contracting for the construction of the Project.

1. Project Administration services consisting of construction documents administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of construction documents activities for:

B	Coordination between the architectural/engineering work and the work of Consultants and other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.
B	Coordination with Owner's asbestos/hazardous material abatement Consultant.

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3. Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities and consisting of Construction Documents Phase activities for:

B	Agency consultations.
B	Research of applicable regulations.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of activities relating to the construction documents including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural/Engineering/Design services

B	Preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

6. Structural Design services

B	Preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

7. Mechanical Design services

B	Preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

8. Electrical Design services

B	Preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.

9. Civil Design services

A	Preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.

10. Materials Specifications consisting of activities of architectural personnel in:

B	Development and preparation of architectural Specifications describing materials, system and equipment, workmanship, quality and performance criteria required for the construction of the Project.	
B	Coordination of the development of Specifications by other disciplines.	
B	Assistance to the Owner in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).	By CM
B	Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).	

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B	Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

11. Special Bidding Documents/Scheduling services consisting of:

B	Preparation and coordination of Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.
B	Preparation and coordination of Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
B	Preparation and coordination of Drawings, Specifications, and Bidding Documents for multiple prime contracts for subdivisions of the Work.
B	Review and update of established schedules for the Project.

These services are to be utilized at the discretion of the Architect for benefit of the Owner or at the Owner's reasonable request, and do not represent services provided by a Construction Manager.

12. Statement of Estimated Construction Cost services consisting of advising the Owner of any adjustments to, and, when the Construction Documents are approximately 90% complete, updating the Design Development Phase Statement of Construction Cost of the Project.

B	Final estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of Construction Documents and other graphic displays by the Architect/Engineer to the following:

B	Boards/Administration/Staff
B	Citizen committee(s).

G. BIDDING OR NEGOTIATION PHASE

In the **Bidding or Negotiation Phase** the Architect will provide the following basic services necessary to assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction based on the Owner's approval of the final Construction Documents and most recent Statement of Estimated Construction Costs.

1. Project Administration services consisting of bidding or negotiation administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Bidding Materials services consisting of organizing and handling Bidding Documents for:

B	Coordination.	By CM
B	Reproduction.	
B	Distribution and distribution records.	

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3. Addenda services

B	Preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

4. Bidding/Negotiations services consisting of:

B	Assistance to Owner in establishing list of Bidders.	By CM
B	Assistance to Owner in preparation/release of Advertisement for Bids.	
B	Participation in pre-bid conferences.	
B	Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.	
B	Attendance at bid opening(s).	
B	Documentation and distribution of bidding results to Owner.	By CM

5. Analysis of Alternates/Substitutions services

B	Consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.

6. Bid Evaluation services consisting of:

B	Assistance in receipt of Bids or proposals.	By CM
B	Participation in reviews of Bids or proposals.	
B	Evaluation of Bids or proposals and report to Owner of findings.	By CM
B	Participation in negotiations prior to or following decisions on award of the Contract(s) for construction.	

7. Construction Contract Agreements services consisting of:

B	Assistance in the notification of Contract award(s).	By CM
B	Assistance in preparation of construction contract Agreement forms for approval by Owner.	
B	Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).	
X	Receipt, distribution and processing, for Owner's approval of required certificates of insurance, bonds and similar documents.	
B	Preparation and distribution of Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.	

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

In the **Construction Contract Administration Phase**, the Architect will provide the following basic services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction and on-site project representation to inspect the construction process on behalf of the Owner.

1. Project Administration services consisting of construction contract administrative functions including:

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B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.
B	Coordination of multiple-prime construction contracts.

2. Office Construction Administration services consisting of:

B	Processing of submittals, including receipt from CM, review of and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
B	Distribution of submittals to Architect/Engineer's representative as required.
B	Maintenance of master file of submittals.
B	Related communications.

3. The provision of Periodic or Continuous Project Representation in the field shall be as determined by the Owner and the terms and conditions of the Agreement between Owner and Architect for each specific project.

X	Continuous Project Representative(s).
X	Periodic Project Representative(s).

4. Coordination services relating to independent inspection and testing agencies, consisting of:

B	Administration of field testing required by the Contract Documents.
B	Arranging for and coordination of testing and inspection on Owner's behalf.
B	Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.

5. Supplemental Documents services consisting of:

B	Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner and as required by construction conditions of the work.
B	Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
B	Assistance to the Owner in the selection and preparation of a Color and Material Finish Schedule for the Project.

6. Quotation Requests/Change Orders services consisting of:

B	Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
B	Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
B	Review and recommendations relative to changes in time for Substantial Completion.

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B	Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
B	Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
B	Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7. Project Schedule Monitoring services

B	Monitoring the progress of the Contractor(s) relative to established schedules and making status reports to Owner.	By CM

8. Construction Cost Accounting services consisting of:

B	Maintenance of records of payments on account of the Construction Contract Sum(s) and all changes thereto.
B	Evaluation of Applications for Payment and certification thereof to include waivers of lien and release from the surety company as applicable.
B	Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.

9. Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

B	A field visit with the Owner's representative to check conformity of the Work to the Contract Documents to the list submitted by the Contractor(s) of items to be completed or corrected.
B	Issuance of Certificate(s) of Substantial Completion.
B	Recommendations of the amount(s) to be withheld until final completion.
B	Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
B	Field inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
B	Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.
B	Field inspection(s) with the Owner's representative to verify final completion of the Work.
B	Receipt and transmittal to the Owner of the guarantees, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
B	Issuance of final Certificate(s) for Payment.

I. POST CONSTRUCTION PHASE

In the **Post Construction Phase**, the Architect will provide the following services necessary to assist the Owner in the use and occupancy of the facility on a Project-by-Projectbasis.

1. Project Administration services consisting of post construction administrative functions including:

B	Consultation

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X	Conferences
X	Communications and progress reports.
B	Travel time.

2. Maintenance and Operational Programming services consisting of:

X	Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment.
X	Assistance in arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturer's representatives.
X	Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.

3. Start-Up Assistance services consisting of:

X	On-site observation and assistance in the operation of building systems during initial occupancy.
B	Assistance and coordination ofremedial work by the Contractor(s) after final completion

4. Record Drawings services consisting of:

B	Making arrangements for obtaining from Contractor(s) information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
B	Transmittal of record drawings to theOwner.

5. Post Construction Evaluation services consisting of an on-site visit to the project nine months after completion of construction for:

B	Warranty items indefect.
B	Defective work and/or materials under contract requirements.
B	Incomplete work by the Contractor under contract requirements.
B	Report to Contractor of the defective Work and/or material to be corrected.

J. SUPPLEMENTAL SERVICES

In addition to the Basic Services provided by the Architect, the following **Supplemental Services** are provided and/or arranged by the Architect as required when requested and approved by the Owner.

These Supplemental Services may be provided during a single phase of the Basic Services or during several phases of the project as directed by the Owner.

1. Special Studies services consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:

X	Master planning to provide design services relative to future facilities, systems and equipment not intended to be constructed as part of this Project.
X	Feasibility studies consisting of investigation, research, studies, analysis and final reporting on proposed Projects or other purposes.

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2. Model Construction services consisting of preparation of:

X	Large scale block model(s) of structure(s) designed for the Project.
X	Large scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design.

3. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:

X	A given planning and design solution for the Project.
X	Alternative planning and design solutions for the Project.
X	Selected systems, subsystems or building components proposed for the Project.

4. Renderings services related to providing graphic pictorial representations of the proposed Project consisting of:

X	Black and white elevation view(s).
X	Black and white perspective view(s).
X	Elevation view(s) in color.
X	Perspective view(s) in photo realistic rendering.

5. Specialized Promotions/Public Relations services relating to presentations to the public or identified groups consisting of:

B	Preparation of special brochures and/or promotional pieces.
B	Assistance in production and distribution of promotional materials.
B	Presentations at public relations and/or promotional meetings.

6. Special Disciplines Consultation services consisting of retaining, directing and coordinating the work of special disciplines Consultants whose specialized training, experience or knowledge relative to specific elements and features of the Project are requested and approved by the Owner.

X	Acoustics.
X	Audio-Visual.
X	Communications.
X	Educational Technology System Design.
X	Landscape Architecture.
X	Traffic/Parking.

7. Value Analysis services

B	Reviewing during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Owner.

8. Quantity Survey services

X	Detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations.

9. Energy Study and building energy efficiency analysis services consisting of special analyses of mechanical,

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electrical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's information or use.

X	Construction Phase
X	Post-Construction Phase

10. Special furniture or furnishings design services related to Architect-designed special furniture, furnishings and/or equipment incorporated into the Project and consisting of:

X	Design and documentation.
X	Specifications or standards.
X	Management of procurement.
X	Coordination of installation.
X	Purchase on the Owner's behalf.

11. Serving as witness for the Owner in a public hearing, arbitration proceeding, administrative law proceeding, or legal proceeding.

B	During Project phases
X	Post-Construction phase

----------End of Exhibit B----------

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Change Order

PROJECT: *(Name and address)* Lawton Public Schools - Whittier Saferoom Lawton, Oklahoma	**CONTRACT INFORMATION:** Contract For: General Construction Date: January 19, 2018	**CHANGE ORDER INFORMATION:** Change Order Number: 05 Date: March 30, 2020
OWNER: *(Name and address)* Lawton Public Schools 753 Ft. Sill Blvd. Lawton, Oklahoma 73507	**ARCHITECT:** *(Name and address)* Architects in Partnership, LLC 3220 Marshall Avenue Norman, Oklahoma 73072	**CONTRACTOR:** *(Name and address)* Crossland Construction Company 408 N.E. 145th Place Edmond, Oklahoma 73013

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Contingency Amount: $50,172.75

Return Unused Portion of Relocate Existing Portables, Item 101: ($3,665.46)
Return Unused Portion of Specialties, Item 114: ($405.00)
Return Unused Portion of Contingency, Item 131: ($50,172.75)

Remaining Contingency: $0.00

The original Contract Sum was	$	1,505,361.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,505,361.00
The Contract Sum will be decreased by this Change Order in the amount of	$	54,243.21
The new Contract Sum including this Change Order will be	$	1,451,117.79

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be December 9, 2019

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architects in Partnershp, LLC **ARCHITECT** *(Firm name)*	Crossland Construction Company **CONTRACTOR** *(Firm name)*	Lawton Public Schools **OWNER** *(Firm name)*
 SIGNATURE	 **SIGNATURE**	CARLA CLODFELTER, PRESIDENT LAWTON BOARD OF EDUCATION **SIGNATURE**
Cory Miller, Senior Project Manager/Associate **PRINTED NAME AND TITLE**	Josh Jacox, Project Manager **PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
March 30, 2020 **DATE**	March 30, 2020 **DATE**	**DATE**

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User Notes: (3B9ADA4D)

Valorie Joy

From: Cory Miller
Sent: Wednesday, April 8, 2020 10:30 AM
To: Valorie Joy
Subject: LPS New EMS - Change Order #10
Attachments: 1715A - Change Order 10.pdf

Val,

Please, fax the attached change order and a print out of this email to Kathy Bentley at (580) 585-6319.

I am attaching Change Order #10 for approval. This authorizes the use of contingency for the following items:

Omit Exhaust Ductwork Insulation: ($7,524.00)

- During construction it was decided to omit the ductwork insulation at the exhaust ducts in order to reduce the width required for concealed spaces. The engineer verified that the code allows for this.

400A Disconnects for L7A, L7B, and L7C: $9,522.00

- During construction it was determined that additional disconnects were required by code to comply with the NEC's secondary tap rule for these three panels.

Ceiling Coordination: $495.00

- During construction it was decided to modify the framing of the furr down ceilings passing over the East entrance in order to protect fire sprinkler piping and over the East stairway in order to keep it out of reach.

Projector Screen: $4,105.97

- During construction it was determined that discrepancies in the drawings led the subcontractor to omit the auditorium projector screen from the contract. Crossland has agreed to pay the balance of this item which originally was $12,012.03.

Impact Resistant Gyp Above Lockers: ($2,279.00)

- During construction it was discovered that the subcontractor had omitted the specified impact-rated gypsum board above the lockers in the corridors. The subcontractor is offering this credit along with providing his portion of the Wrestling Room furr down for no cost increase. I recommend accepting

this credit and trade because the gypsum board above the lockers is at 5'-6". At this height, it will be less likely for incidental damage to occur and cameras will detect vandalism.

Furr Down in Wrestling Room: $4,551.51

- During construction AIP recommended adding a furr down in the Wrestling Room to cover the loose blown fire retardant on the roof deck and structure. This cost includes the finishing and painting, sprinkler head revisions, and electrical modifications.

Kitchen Equipment Credit: ($475.00)

- During construction LPS/ Sodexo selected a 10" plate size which resulted in cost savings for the mobile plate dispenser.

Panic Device for Door B102a: $941.60

- During construction it was determined that code required a second panic egress door from the Media Center. The original curved glass wall was specified to have lever-style hardware on this door.

Water Connection to ASF: $679.95

- During construction the subcontractor recommended providing a direct connection to the glycol water treatment system for ease of use.

Gas Pot Backflow: $1,178.98

- During construction it was discovered that the boiler manufacturer required a water line connection for the boiler condensate.

Data Port for Trane SC Panels: $300.00

- During construction it was discovered that the drawings did not show a data connection for the mechanical systems controller.

Roof Details: $7,396.00

- During construction AIP provided additional details for the front face of the West entrance canopy that were omitted from the original drawings.

LPD Antenna Mounting: $5,636.48

- During construction LPS PD requested assistance connecting radio equipment and two antennas. This pricing includes mounting brackets, roof penetration detailing, and power to equipment.

Replace Natural Gas Cocks with Open Ball Valves: $1,273.52

- During construction the boilers had issues staying lit due to gas flow restrictions in the specified valve. The subcontractor recommended using fully ported ball valves, which has since fixed the issue.

Provide Power to Ranges in B156 & C135: $5,268.00

- During construction it was discovered that the drawings did not call for electrical connections to the ranges in the specialty classrooms.

Ten 40' CONEX for Moving Storage Through July 31, 2020: $7,360.00

- LPS requested this pricing for ten storage containers to assist with moving. Crossland is monitoring the impacts of COVID-19 and will not order the containers until the finish date for the new building is confirmed. Any unused portion will be returned to contingency.

Contingency Balance through CO 09: $510,706.26
Contingency Remaining after CO 10: $472,275.25
Net change to Contract Sum: $0.00

Thank you,

Cory S. Miller, NCARB
Sr. Project Manager/ Associate

Architects in Partnership
3220 Marshall Avenue | Norman, OK 73072
P: 405.360.1300 x215 | F: 405.360.1431 | C: 405.512.9662
cory.miller@aipok.com
www.aipok.com

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Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Lawton Public Schools - New Eisenhower Middle School Lawton, Oklahoma	Contract For: General Construction Date: January 19, 2018	Change Order Number: 10 Date: March 30, 2020
OWNER: *(Name and address)* Lawton Public Schools 753 NW Ft. Sill Blvd. Lawton, Oklahoma 73507	**ARCHITECT:** *(Name and address)* Architects in Partnership, LLC 3220 Marshall Avenue Norman, Oklahoma 73072	**CONTRACTOR:** *(Name and address)* Crossland Construction Company 408 N.E. 145th Place Edmond, Oklahoma 73013

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Contingency Amount: $510,706.26

Omit Exhaust Ductwork Insulation: ($7,524.00)
400A Disconnects for L7A, L7B, and L7C: $9,522.00
Ceiling Coordination: $495.00
Projector Screen: $4,105.97
Impact Resistant Gyp Above Lockers: ($2,279.00)
Furr Down in Wrestling Room: $4,551.51
Kitchen Equipment Credit: ($475.00)
Panic Device for Door B102a: $941.60
Water Connection to ASF: $679.95
Gas Pot Backflow: $1,178.98
Data Port for Trane SC Panels: $300.00
Roof Details: $7,396.00
LPD Antenna Mounting: $5,636.48
Replace Natural Gas Cocks with Open Ball Valves: $1,273.52
Provide Power to Ranges in B156 & C135: $5,268.00
Ten 40' CONEX for Moving Storage Through July 31, 2020: $7,360.00

Remaining Contingency: $472,275.25

The original Contract Sum was	$	10,939,373.00
The net change by previously authorized Change Orders	$	26,997,127.44
The Contract Sum prior to this Change Order was	$	37,936,500.44
The Contract Sum will be decreased by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	37,936,500.44

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be May 11, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architects in Partnership, LLC	Crossland Construction Company	Lawton Public Schools
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*

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User Notes: (3B9ADA83)

SIGNATURE	SIGNATURE	SIGNATURE
Cory Miller, Senior Project Manager/Associate	Josh Jacox, Project Manager	CARLA CLODFELTER, PRESIDENT LAWTON BOARD OF EDUCATION
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
March 30, 2020	March 30, 2020	
DATE	DATE	DATE

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User Notes: (3B9ADA53)

1715A - Lawton Public Schools New Eisenhower Middle School

Trend Log

Last Updated: MAR 30, 2020

Closed Items (Accepted/ Co)
Active Items (Pending)
New Items (Have Not Reviewed)
Not Accepted

ARCHITECTS IN PARTNERSHIP

Original Contract Amount: $30,939,373.00
Construction Occupancy: 05/17/2018
Original Completion Date: 05/11/2020

Item	ASI No.	Date	Description	Proposed	Acceptance Required by Date	Life Completion Date	Accepted Change Amount	Working Estimate	PCO No.	CO No.	CO Date	Comments
01			Original Contingency	($986,050.00)		2/21/2019	($986,050.00)	($986,050.00)				As of GMP #4
02	ASI-001	10/5/2018	Art Room & Vocal Windows	$0.00				$0.00				Concur
03	ASI-002	10/25/2018	Leading at Door B101	$0.00		3/12/2019	$0.00	$0.00		3	3/1/2019	Concur; S included in Plan Log (Trend Log Item 16)
04	ASI-003	11/30/2018	Sanitary Sewer & Gas Utility	$540.32		3/12/2019	$540.32	($540.32)		3	3/1/2019	Concur
05	ASI-004	1/10/2019	Water Loop	$51,541.11		2/21/2019	$51,541.11	$51,541.11		2	2/15/2019	Concur
06	Email	12/14/2018	Non-proprietary Fire Alarm	$1,959.00		1/17/2019	$1,959.00	$1,959.00		1	12/28/2018	Owner Requested - Concur
07	ASI-005	12/28/2018	Music Walls to Deck & Elevator Coordination	$22,163.00		3/12/2019	$22,163.00	$22,163.00		3	3/1/2019	Concur
08	Submittal	1/4/2019	Additional Roller Shades	$16,720.00		3/12/2019	$16,720.00	$16,720.00		3	3/1/2019	Concur
09	Submittal	12/20/2018	Door Hardware Coordination	$5,400.00		3/12/2019	$5,400.00	$5,400.00		3	3/1/2019	Concur
10	Email	1/21/2019	Motorized Small Gym Bleacher	$3,662.00		3/12/2019	$3,662.00	$3,662.00		3	3/1/2019	Concur
11	ASI-006	1/25/2019	RCP Coordination with Mechanical	$0.00				$0.00				Clarification only
12	ASI-007	2/6/2019	FD-1 in RR C122 & C124	$2,461.26		2/21/2019	$2,461.26	$2,461.26		2	2/15/2019	Concur
13	ASI-008	2/7/2019	Auditorium Ramp ADA Clearance	$0.00				$0.00				Clarification only
14	ASI-009	2/11/2019	Electrical Coordination	$0.00				$0.00				Clarification only
15	Plan Log	2/12/2019	Actual Pier Depths	($51,269.51)		3/12/2019	($51,269.51)	($51,269.51)		3	3/1/2019	Concur
16	ASI-010	5/3/2019	Kitchen Security Closure	$10,995.00		6/27/2019	$10,995.00	$10,995.00		4	6/13/2019	Owner Requested - Concur
17	ASI-011	3/6/2019	Fire Sprinkler Crossing at A101	$0.00				$0.00				Clarification only
18	ASI-012	3/22/2019	Auditorium Aisle Dimension	$0.00				$0.00				Clarification only
19	Email	2/27/2019	Building Fiber Connection	$25,362.00		9/19/2019	$25,362.00	($25,362.00)		6	9/19/2019	Owner's Vendor - Omitted from GMP; Concur
20	Email	5/1/2019	Rough-in to Exterior Cameras	$6,047.00		9/3/2019	$6,047.00	$6,047.00		5	9/3/2019	Owner Requested - Concur
21	Email	5/3/2019	Access Control Hardware Coordination	($236.00)		6/27/2019	($236.00)	($236.00)		4	6/13/2019	Concur
22	ASI-013	5/9/2019	Gym Dimension Clarification					$0.00				Clarification only
23	Email	2/4/2019	Audio System Coordination	$8,153.60		6/27/2019	$8,153.60	$8,153.60		4	6/13/2019	Concur
24	ASI-014 R2	5/24/2019	FACS & Career Tech Coordination	$35,581.00		9/3/2019	$35,581.00	$35,581.00		5	9/3/2019	Owner Requested - Concur
25	Submittal	3/21/2019	Omit Motorized Bases for Light Fixture M2	($1,990.06)		1/16/2020	($1,990.06)	($1,990.06)		8	1/16/2020	Concur
26	RFI #082	4/30/2019	Translucent Panel Steel Angle	$0.00			$0.00	$0.00				Use $400 of allowance per S-000 Structural Steel Note 6.
27	Email	6/12/2019	Additional Slab Reinforcement for Tecnozo Area	$4,016.00		6/27/2019	$4,016.00	$4,016.00		4	6/13/2019	Concur - Uses reinforcing allowance from Bid Form
28	Email	6/12/2019	Hook-up Commercial Washer & Dryer in Existing Cafeteria Dishroom	$3,200.00								Owner Requested - Awaiting Plumbing Pricing
29	Email	6/12/2019	Irrigation for Football Practice Field	($20,094.41)		9/3/2019	($20,094.41)	($20,094.41)		5	9/3/2019	Owner Requested - Concur
30	Email	6/21/2019	Substitute OsmoFloor for Primecoat Resinous Flooring	($3,000.00)		9/3/2019	($3,000.00)	($3,000.00)		5	9/3/2019	Concur
31	ASI-015 R1	6/25/2019	Media Center Coordination	$9,368.30		9/3/2019	$9,368.30	$9,368.30		5	9/3/2019	Owner Requested - Concur
32	RFI #090	6/7/2019	Add 4 Floor Drains to Second Floor at Restrooms	$4,426.09		9/3/2019	$4,426.09	$4,426.09		5	9/3/2019	Concur
33	ASI-016 R1	6/28/2019	Median Paving Section	$1,725.00		9/19/2019	$1,725.00	$1,725.00		6	9/19/2019	Concur
34	Email	7/2/2019	Omit FACS Teaching Station Sink	($781.23)		9/3/2019	($781.23)	($781.23)		5	9/3/2019	Concur
35	Email	6/5/2019	Custom Metal Coping Color	$10,300.00		9/3/2019	$10,300.00	$10,300.00		5	9/3/2019	Concur
36	ASI-017 R1	7/23/2019	Foundation Vapor Barrier Details & Stage Ramp Landing Dimension	$0.00			$0.00	$0.00				Clarification only
37	ASI-018	7/29/2019	ID/ MID/ MOD Electrical Receptacles	$0.00				$0.00				Clarification only
38	Email	7/24/2019	Resinous Seamless Shower Wall System	$28,964.10		9/3/2019	$28,964.10	$28,964.10		5	9/3/2019	Omitted from GMP - Concur
39	Email	8/8/2019	Irrigation for Soccer Practice Fields	$18,367.55		9/3/2019	$18,367.55	$18,367.55		5	9/3/2019	Owner Requested - Concur
40	ASI-019	8/9/2019	TraeTouch Coordination	$2,396.00		9/19/2019	$2,396.00	$2,396.00		6	9/19/2019	Owner Requested - Concur
41	Email	8/15/2019	Add one flammable storage cabinet at Science Lab C143 and C219	$1,845.00		9/19/2019	$1,845.00	$1,845.00		6	9/19/2019	Owner Requested - Concur
42	ASI-020	8/20/2019	Art & Testing Storage Shelving	$7,353.80		9/19/2019	$7,353.80	$7,353.80		6	9/19/2019	Owner Requested - Concur
43	RFI #109	8/20/2019	Additional Data Boxes	$497.00		9/19/2019	$497.00	$497.00		6	9/19/2019	Concur
44		10/4/2019	Transfer Contingency to Furniture Project	($37,018.56)		10/14/2019	($37,018.56)	($37,018.56)		7	10/14/2019	Concur
45	Email	7/8/2019	Water Line Repairs on Gore Blvd.	$2,613.94		1/16/2020	$2,613.94	$2,613.94		8	1/16/2020	Concur
46	Email	12/9/2019	Deduct for Gyp. Bd. Headers Above Corridor Lockers	($7,319.00)		1/16/2020	($7,319.00)	($7,319.00)		8	1/16/2020	Concur
47	ASI-025	11/6/2019	Vestibule C127 Furr Down	$2,705.44		1/16/2020	$2,705.44	$2,705.44		8	1/16/2020	Concur
48	RFI #145	11/25/2019	Safe Room Wall Types 3 and 3A	$5,000.00		1/16/2020	$5,000.00	$5,000.00		8	1/16/2020	Concur

Item	ASI No.	Date	Description	Proposal	Acceptance Requested Date	LPD Acceptance Date	Accepted Change Amount	Working Balance	PCO No.	CO No.	CO Date	Comments
49	Email	10/23/2019	Canvases Canopy	$68,440.00		1/16/2020	$68,440.00	$68,440.00		8	1/16/2020	Omitted from GMP - Concur
50	Email	12/17/2019	Concrete Backfill Board	$14,311.35		1/16/2020	$14,311.35	$14,311.35		8	1/16/2020	Omitted from GMP - Concur
51	Email	12/17/2019	Welded Academic Lockers	$47,478.00		1/16/2020	$47,478.00	$47,478.00		8	1/16/2020	Concur
52	Email	11/22/2019	Aggregate Base for Courtyard Paving	($23,838.63)		1/16/2020	($23,838.63)	$23,838.63		8	1/16/2020	Concur
53	RFI #163	1/7/2020	Wrestling Electric Conflict with Storm Sewer	$3,165.50		2/3/2020	$3,165.50	$3,165.50		9	2/3/2020	Concur
54	Email	12/12/2019	Grill Exhaust Ductwork Insulation	($7,524.00)			($7,524.00)	($7,524.00)		10		Concur
55	Email	1/13/2020	Built-in Combination Locks for All Academic and Athletic Lockers	$16,908.00		2/3/2020	$16,908.00	$16,908.00		9	2/3/2020	Owner Requested - Concur
56	Email	1/13/2020	Center Court Logos at Both Gyms	$6,360.00		2/3/2020	$6,360.00	$6,360.00		9	2/3/2020	Owner Requested - Concur
57	Email	1/3/2020	Wheel Stops at 20 Parking Stalls Adjacent to Light Poles	$1,697.40		2/3/2020	$1,697.40	$1,697.40		9	2/3/2020	Concur
58	Email	1/15/2020	8' Long Marker Boards in Lieu of 4'	$10,523.00		2/3/2020	$10,523.00	$10,523.00		9	2/3/2020	Owner Requested - Concur
59	RFI #188	1/28/2020	400A Disconnects for L7A, L7B, and L7C	$9,522.00			$9,522.00	$9,522.00		10		Concur
60	ASI-026	1/28/2020	Ceiling Coordination	$495.00			$495.00	$495.00		10		Concur
61	ASI-027	2/7/2020	Projector Screen	$4,105.97			$4,105.97	$4,105.97		10		Concur
62	Email	2/17/2020	Impact Resistant Gyp Above Lockers	($2,279.00)			($2,279.00)	($2,279.00)		10		Concur
63	Email	2/17/2020	Furr Down in Wrestling Room	$4,551.51			$4,551.51	$4,551.51		10		Concur
64	Email	2/17/2020	Kitchen Equipment Credit	($475.00)			($475.00)	($475.00)		10		Concur
65	Email	2/17/2020	Panic Device for Door B102a	$941.60			$941.60	$941.60		10		Concur
66	RFI #165a	2/24/2020	Water Connection to ASF	$679.95			$679.95	$679.95		10		Concur
67	RFI #174	2/24/2020	Gas Pot Backflow	$1,178.98			$1,178.98	$1,178.98		10		Concur
68	Email	2/28/2020	Data Port for Trane SC Panels	($300.00)			($300.00)	($300.00)		10		Concur
69	ASI-029	2/26/2020	Roof Details	$7,396.00			$7,396.00	$7,396.00		10		Concur
70	ASI-031	3/18/2020	LPD Antenna Mounting	$5,636.48			$5,636.48	$5,636.48		10		Owner Requested - Concur
71	Email	3/26/2020	Replace Natural Gas Cocks with Open Ball Valves	$1,273.52			$1,273.52	$1,273.52		10		Concur
72	RFI #157	12/17/2019	Provide Power to Ranges in B156 & C135	$5,268.00			$5,268.00	$5,268.00		10		Concur
73	Email	3/24/2020	Ten 40' CONEX for Moving Storage Through July 31, 2020	$7,360.00			$7,360.00	$7,360.00		10		Owner Requested - Concur
			Totals To Date:	($469,075.25)			($472,275.25)	($472,275.25)				Negative = Remaining Contingency Amount
				$1,959.00	CO #1		$1,959.00	$1,959.00				Use of contingency; No Change to Contract Sum
				$54,092.37	CO #2		$54,092.37	$54,092.37				Use of contingency; No Change to Contract Sum
				($2,784.19)	CO #3		($2,784.19)	($2,784.19)				Increases contingency; No Change to Contract Sum
				$22,928.60	CO #4		$22,928.60	$22,928.60				Use of contingency; No Change to Contract Sum
				$152,579.22	CO #5		$152,679.14	$152,679.14				Use of contingency; No Change to Contract Sum
				$39,180.00	CO #6		$39,180.00	$39,180.00				Use of contingency; No Change to Contract Sum
				$37,018.56	CO #7		($37,018.56	($37,018.56				Use of contingency; Deduct from Contract Sum
				$155,078.28	CO #8		$155,078.28	$155,078.28				Use of contingency; No Change to Contract Sum
				$38,653.90	CO #9		$38,653.90	$38,653.90				Use of contingency; No Change to Contract Sum
				$38,431.01	CO #10		($38,431.01	$38,431.01				Use of contingency; No Change to Contract Sum

Change Order Summary	Date Executed		New Completion Date
Original Contract Amount		$18,939,373.00	5/11/2020
GMP #1	10/22/2018	$16,599,242.00	5/11/2020
GMP #3	11/15/2018	$7,941,005.00	5/11/2020
GMP #4	2/21/2019	$2,453,900.00	5/11/2020
Change Order No. 1	1/17/2019	$0.00	5/11/2020
Change Order No. 2	2/21/2019	$0.00	5/11/2020
Change Order No. 3	3/12/2019	$0.00	5/11/2020
Change Order No. 4	6/27/2019	$0.00	5/11/2020
Change Order No. 5	9/3/2019	$0.00	5/11/2020
Change Order No. 6	9/19/2019	$0.00	5/11/2020
Change Order No. 7	10/14/2019	($37,018.56)	5/11/2020
Change Order No. 8	1/16/2020	$0.00	5/11/2020
Change Order No. 9	2/3/2020	$0.00	5/11/2020
Change Order No. 10		$0.00	5/11/2020
Subtotals		$26,997,122.44	
Revised Contract Sum		$57,936,586.44	

P & L Fire Protection, Inc.

5518 East Hwy. 37 Tuttle, OK 73089
P: (405) 381-3385 F: (405) 381-3387
Oklahoma State License: 0126

BID PROPOSAL

February 10, 2020

Project: Eisenhower High School
Lawton, OK

Contractor: Crossland Construction Co.
833 S East Ave , P.O. Box 45
Columbus, KS 66725

Attention: Mr. Mathew Henderson mhenderson@crossland.com

Item of Quote: Rework Sprinklers at Vestibule C127

Scope of work: Labor and material necessary to reinstall two Sidewall Sprinkler Heads in Vestibule C127 due to ceiling change. Price based on work being done while on site for other contract related activity.

Quote Amount: **$ 495.00**

Labor:	$	299.00
Material:	$	81.00
General:	$	50.00
Overhead & Profit	$	65.00
Total	$	**495.00**

Estimator: Jairo Soto

Accepted by: _____ Date: _____

BROX
Industries, LLC
LAWTON · EDMOND
For all your roofing and Sheet Metal Needs Since 1958

111 S.W. Texas · P.O. Box 1646 · Lawton, OK 73502
580/353-3878 · Fax 580/355-7113

DATE: March 9, 2020

TO: Crossland Construction Company

REF: Eisenhower Middle School – ASI 029

1. Install Galvalume metal fascia at high canopy.
2. Install v-groove panel at fascia of lower canopy to match soffit panel.

Material	$ 2,235.00
Labor	$ 720.00
Burden	$ 454.00
Equipment	$ 500.00
	$ 3,909.00
15% OH & Profit	$ 586.00
Total Add	**$ 4,495.00**

Excludes: ¾" exterior sheathing; 2x wood blocking; framing members; furring channels

Stephen Eschiti
Estimator/Project Manager
Brox Industries, LLC
P: 580-353-3878
F: 580-355-7113

SOUTHWEST
DRYWALL

Phone: (405)463-7171, FAX: (405)463-7173, 13919 N. Harvey, Edmond, OK 73013

Request for Change Order

To:	Project Manager:	Cell Phone:	Email Address:
Josh Jacox	Bobby McDonald	1-(405)541-0683	bobby@southwestdrywall.com

Firm:	Project Name & Location:	Date Submitted:
Crossland Construction	Eisenhower Middle School Lawton, OK	March 9, 2020

Cost Changes per ASI 29 & 30, per architects changes to plans. See attached and below for pricing on ASI 29 for additional Fire-Treated Wood 2"x4"x8' & 2"x6"x8'. ASI 30 does not have anything for SWD to add. Price includes Overhead & Profit, Bonding, and Equipment. See Attached Supporting Documents.

Request for Change Order #018- Revised:

Material	**$1,189.00**
Labor	**$996.00**
Equipment:	**$276.00**
OH&P, Bonding:	**$440.00**
Total	**$2,901.00**

Thank You,
Bobby McDonald
Bobby McDonald
Project Manager
Southwest Drywall, LLC

SOUTHWEST DRYWALL

13919 N. Harvey
Edmond, OK 73013

REQUEST FOR CHANGE ORDER BREAKDOWN

SW Drywall JOB #18125 - Eisenhower Middle School

Change Order Title: *ASI #29 & 30 - Changes to plans*

Date: 03/09/2020

Material						
Lump Sum of Materials (ASI 29)		1	x	$1,189.00 /Lump S	$1,189.00	
2"x4"x8', Fire-Treated						
2"x6"x8', Fire-Treated						
		Material Sub-Total				$1,189.00
		Sales Tax @		0.000%		$0.00
Labor						
Labor Lump Sum (ASI 29)	1.00	Manhours @		$637.00 / Lump	$637.00	
Installing Fire-Treated Blocking, 2x4s and 2x6s						
Labor, Insurance & Taxes				42.00%	$267.54	
Tool Replacement		5.00%	of Labor		$31.85	
Consumables		5.00%	of Labor		$59.45	
		Labor Sub-Total				$995.84
Equipment						
Scissor Lift	1.00	Hours @	$276.00	/ Weekly	$276.00	
		Equipment Rental Sub-Total				$276.00
		Sales Tax on Rentals @		0.000%		$0.00
		CHANGE ORDER SUB-TOTAL COSTS				$2,460.84
				Overhead	7.50%	$184.56
				Profit	7.50%	$198.41
				Sub-Total		$2,843.81
				Special Insurance		$0.00
				Bond Premium	2.0%	$56.88
				Total Price of Change Add/Deduct		**$2,901**

Submitted By Bobby McDonald
Project Manager

BROX
Industries, LLC
LAWTON · EDMOND
For all your roofing and Sheet Metal Needs Since 1958

111 S.W. Texas · P.O. Box 1646 · Lawton, OK 73502
580/353-3878 · Fax 580/355-7113

DATE: March 24, 2020

TO: Crossland Construction Company

REF: Eisenhower Middle School – ASI 031

1. Flash two antenna cable penetrations into roof.

Material	$ 150.00
Labor	$ 216.00
Burden	$ 136.00
	$ 502.00
15% OH & Profit	$ 75.00
Total Add	**$ 577.00**

Stephen Eschiti
Estimator/Project Manager
Brox Industries, LLC
P: 580-353-3878
F: 580-355-7113

CROSSLAND
CONSTRUCTION COMPANY, INC.

408 NE 145th Place
Oklahoma City, OK 73013
tel 405.748.5043
fax 405.748.7214

Project: LPS Eisenhower Middle School
Date: 24 March 2020

Subject: ASI-031 (Antenna bracket)

This is a pricing request to install the two steel antenna brackets. Pricing also included to provide two – 2 ¼" cores through the LWIC / decking into electrical chase.

1. **Labor:**
   a. **Install two brackets: $756.00**
      2 guys at 8 hours
   b. **Core drill for electrical: $378.00**
      1 guy at 8 hours
2. **Equipment:**
   a. **Core drill machine: $225.00**
3. **Subtotal: $1,359.00**
4. **OH&P (15%): $203.85**
5. **Bond (1%): $15.63**
6. **Total: $1,578.48**

Should you have any questions or concerns regarding the letter please contact me at (405) 748-5043 or by e-mail at jjacox@crossland.com

Thanks,

Joshua Jacox
Project Manager
Crossland Construction Company Inc.

Ferguson Welding LLC
2178 Fox Lane
Tuttle, OK 73089
405-534-1517
Shae@fergusonweldingllc.com
www.fergusonweldingokc.com

Estimate

ADDRESS
Crossland Construction

ESTIMATE **1279**
DATE **03/20/2020**

JOB NAME
Eisenhower

LOCATION
Lawton, Ok

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Bid	Supply and Fabricate Antenna Brackets per Engineered Drawings. Includes all Material, Galvanizing, SS HILTI Anchors with HY270 Epoxy *Does NOT Include Install	2	1,423.00	2,846.00
Bid	Supply and Fabricate Antenna Brackets W/ suggestions Powdercoat instead of Galvanizing. Standard SS Threaded Rod instead of HILTI AC 100+ Gold Epoxy Instead of HY270	2	650.00	1,300.00

TOTAL **$4,146.00**

Accepted By

Accepted Date

Southern Plains Electric, Inc.

2006 NW Williams Drive
Lawton, OK 73507
580-355-2517
License # 19913

Change order Quote

March 23, 2020

To: Crossland
Attn: Josh

Southern Plains Electric, Inc. is pleased to price ASI: #031 (Antenna Bracket). Price does not include: Antenna, cable for Antenna, Cutting or drilling of hole in roof, and patching back of roof.
If you have any questions, please call Dustin Self at 580-678-7467

Total: $2,161.00

Sincerely,

Dustin Self
VP

Construction Estimate
File Name: 031

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
Pricing for ASI#031 (Antenna Bracket)						
100' 1/2" EMT conduit, 2 set screw connectors, 9 set screw couplings and 9 one-hole straps						
3 #12THHN, solid						
0.50	L1@3.085	CLF	243.50	138.85	0.00	382.35
4" square surface box covers, raised 1/2"						
4-S two single recept						
2.00	L1@.1000	Ea	6.76	4.50	0.00	11.26
4" x 4" x 2-1/8" deep square boxes						
4-S 1/2 & 3/4 KO						
2.00	L1@.5400	Ea	13.50	24.30	0.00	37.80
20 amp, 250 volt, back & side wired, NEMA 6-20R						
Ivory						
4.00	L1@.8000	Ea	37.64	36.00	0.00	73.64
14 gauge steel channel with 9/16" holes, 1-7/8" oc						
13/16" x 1-5/8" plated						
0.20	L1@.8000	CLF	53.80	36.00	0.00	89.80
Channel spring nuts						
3/8-16 13/16" strut						
8.00	L1@.4800	Ea	11.84	21.60	0.00	33.44
Fender washers, 1-1/2" diameter						
3/8"						
16.00	L1@.4800	Ea	0.96	21.60	0.00	22.56
Expansion anchors, flush type						
3/8-16						
16.00	L1@2.400	Ea	10.24	108.00	0.00	118.24
Bolts,						
3/16 x 3"						
16.00	L1@1.600	Ea	4.00	72.00	0.00	76.00
3/8"x11x"19" plate steel						
2.00	L1@2.000	Ea	100.00	90.00	0.00	190.00
Steel two hole straps						
2"						
8.00	L1@.8000	Ea	6.64	36.00	0.00	42.64
Standard wall galvanized rigid steel conduit						
2"						
0.20	L1@2.000	CLF	420.00	90.00	0.00	510.00
EMT conduit in floor slab or multiple runs on a trapeze						
2"						
0.20	L1@1.400	CLF	43.80	63.00	0.00	106.80
EMT 90 degree elbows						
2"						
4.00	L1@.6000	Ea	47.20	27.00	0.00	74.20
Steel set screw EMT connectors						
2"						

Construction Estimate
File Name: 031

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
2.00	L1@.3000	Ea	13.96	13.50	0.00	27.46
Set screw steel EMT couplings 2"						
8.00	L1@1.200	Ea	9.12	54.00	0.00	63.12
Total Manhours, Material, Labor, and Equipment:						
	18.6		1,022.96	836.35	0.00	1,859.31

Subtotal:	1,859.31
10.00% Overhead:	185.93
1.60% bond:	32.72
5.00% Profit:	103.90
Estimate Total:	2,181.86

Endex OF OKLAHOMA, INC.
SOUND/COMMUNICATIONS/FIRE ALARM
812 S.E. 83rd Street Oklahoma City, OK 73149 (405) 602-0001 FAX (405) 602-0006
License No. 507

Change Order #2 Proposal

DATE: February 18, 2020

REGARDING: Lawton Eisenhower Middle School- Change Order #2
Add Data Drops in the Mechanical Room

TO: Joshua Jacox- Crossland Construction

FROM: Christine McCown

Scope of work: Furnish and Install a data drop for the HVAC Control Systems (by Trane) in Mechanical Room This is for data drop only, no power is included.

Added Data Drops:
Per Change Order Request #2: Provide a new data drop for Trane HVAC Controls System in Mechanical Room. Power not included.

Bill of Materials:

(1) Lot Data Cabling	$161.00
(1) Lot Installation	$100.00
(1) Lot OHP	$39.00
	$300.00

Total: $300.00

Respectfully Submitted:
Christine McCown

McCown

TMC Trade Mechanical Contractors, Inc.
136 N.E. 48th Street • Oklahoma City, OK 73106
Office: (405) 521-1497 • Fax: (405) 521-1499

Feb 27/2020

Subject: Deduct Ex duct Insulation
Project 18114 Ike jr high

Josh

Total footages deducted of Ex duct insulation..

Approx 3600 square foot @ $1.90 a square foot

Insulation quote...	$6840.00
TMC mark up @10%	$684.00
Total deducted from TMC	$7524.00

Please let us know if you need anything further..

Thanks
Clint Hughes
Project estimator / project Manager
Trade Mech contractors

P & L Fire Protection, Inc.

5518 East Hwy. 37 Tuttle, OK 73089
P: (405) 381-3385 F: (405) 381-3387
Oklahoma State License: 0126

BID PROPOSAL

February 13, 2020

Project: Eisenhower High School
Lawton, OK

Contractor: Crossland Construction Co.
833 S East Ave , P.O. Box 45
Columbus, KS 66725

Attention: Mr. Mathew Henderson mhenderson@crossland.com

Item of Quote: Wrestling RM C118 new furrdown

Scope of work: Labor and material necessary to add four recessed sprinklers and relocate four upright heads in Wrestling RM C118 due to new furrdown. Price based on work being done while on site for other contract related activity.

Quote Amount: **$ 1,404.00**

Labor:	$	598.00
Material:	$	423.00
General:	$	200.00
Overhead & Profit	$	183.00
Total	**$**	**1,404.00**

Estimator: Jairo Soto

Accepted by: _____ Date: _____

SHEFFIELD
construction LLC
90 NE 20th
Lawton, OK 73507
Office (580)353-6615
Fax (580)353-1718
Cell (580)917-2995

Wrestling Room Furr Down

Provide labor and material to complete stain and painting:

Tape, bedd, finish and paint thefurr down in Room C118	$	2,310.00

Subtotal	$	2,310.00
Overhead	$	231.00
Profit	$	231.00
Bond	$	48.51
Total	$	2,820.51

Southern Plains Electric, Inc.

2006 NW Williams Drive
Lawton, OK 73507
580-355-2517
License # 19913

Quote

February 28, 2020

TO: Crossland
Attn: Josh

Southern Plains Electric, Inc. is sending this Quote for reworking 3 lights for the new furr down in the wrestling room.
If you have any questions, please call Dustin Self at 580-678-7467

Total due- $327.00

Sincerely,

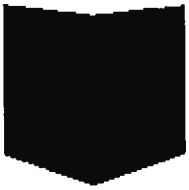
Dustin Self

VP

Construction Estimate
File Name: Estimate1

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
REworking 3 lights in the wrestling room for new furr down.						
Drop ceiling boxes with 1/2" and 3/4" KO						
4-0 with 24" hanger bars						
3.00	L1@.7500	Ea	15.63	33.75	0.00	49.38
100' 1/2" EMT conduit, 2 set screw connectors, 9 set screw couplings and 9 one-hole straps						
3 #12THHN, solid						
0.30	L1@1.851	CLF	146.10	83.31	0.00	229.41
Total Manhours, Material, Labor, and Equipment:						
	2.6		161.73	117.06	0.00	278.79

Subtotal:	278.79
10.00% Overhead:	27.88
1.60% bond:	4.91
5.00% Profit:	15.58
Estimate Total:	327.16



SOUTHWEST
DRYWALL

Phone: (405)463-7171. FAX: (405)463-7173. 11609-A North Santa Fe Ave; OKC, OK 73114

Request for Change Order

To:	Project Manager:	Cell Phone:	Email Address:
Josh Jacox	Daniel Mendell	(405)464-5737	daniel@southwestdrywall.com

Firm:	Project Name & Location:	Date Submitted:
Crossland Construction	Eisenhower Middle School Lawton, OK	February 10, 2020

Install furr down approx. 10' wide and 50' in length with f-mold reveal where drywall abuts block wall.
The way this is priced is to build a gyp grid ceiling and cap it with a straight drop furr down.

Request for Change Order #016:

Material	**$515.00**
Labor	**$1,783.00**
OH & P	**$345.00**
Total	**$2,643.00**

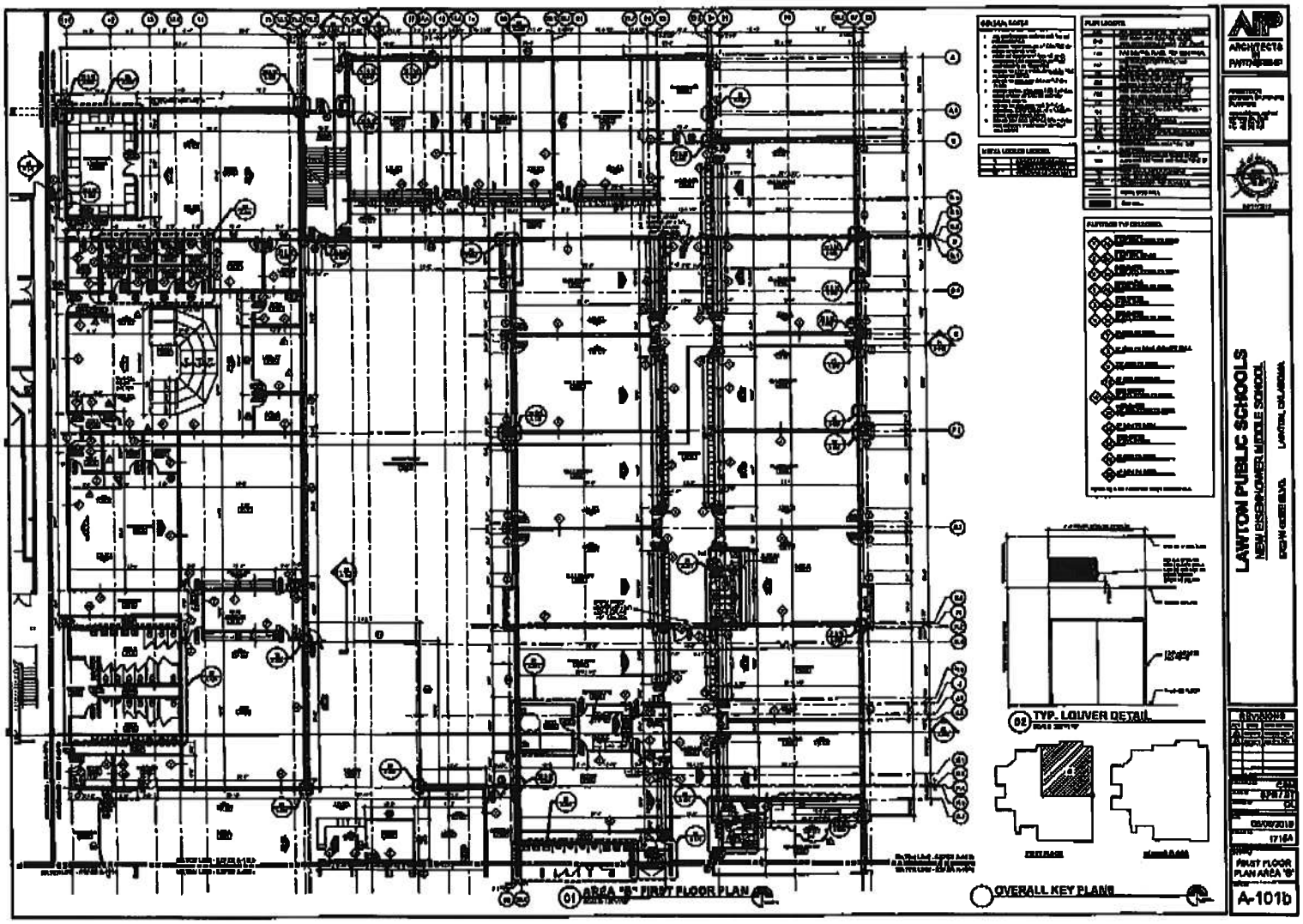
Thank You,

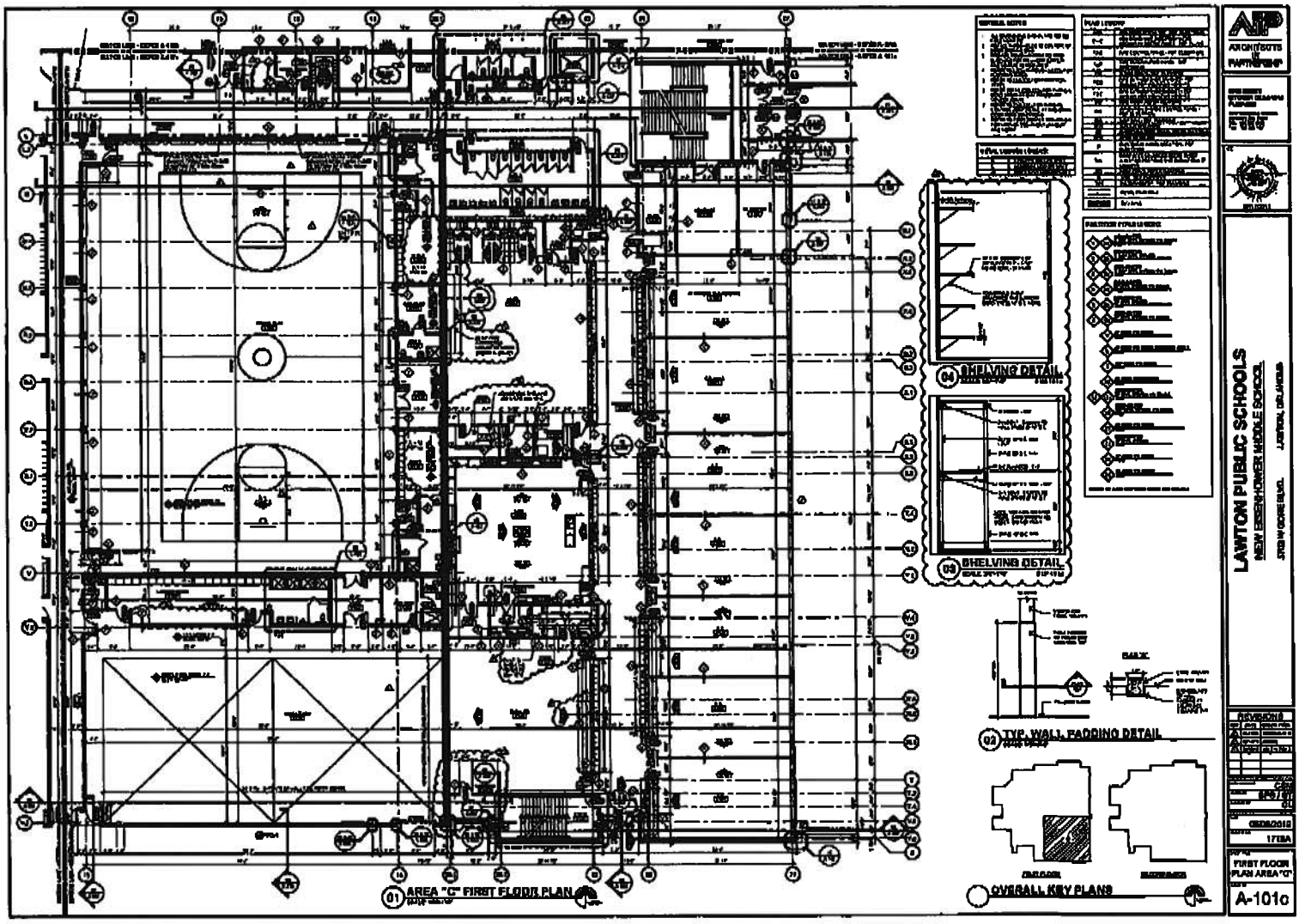
Daniel Mendell
Estimator
Southwest Drywall

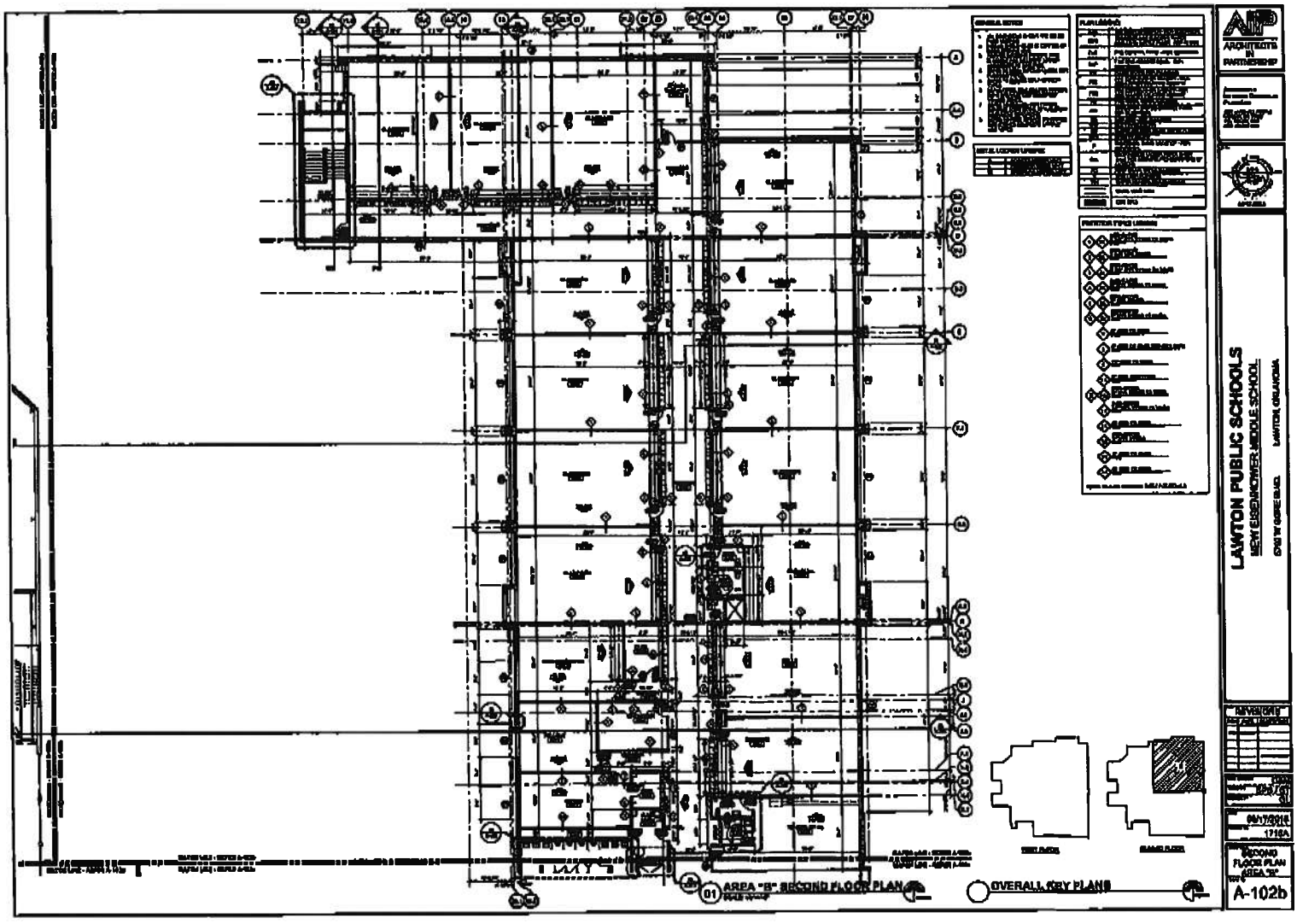
Per specifications section 09-2116, item 2.03C1a, all sheet rock up to 8'-0" is to be impact resistant in traffic areas.

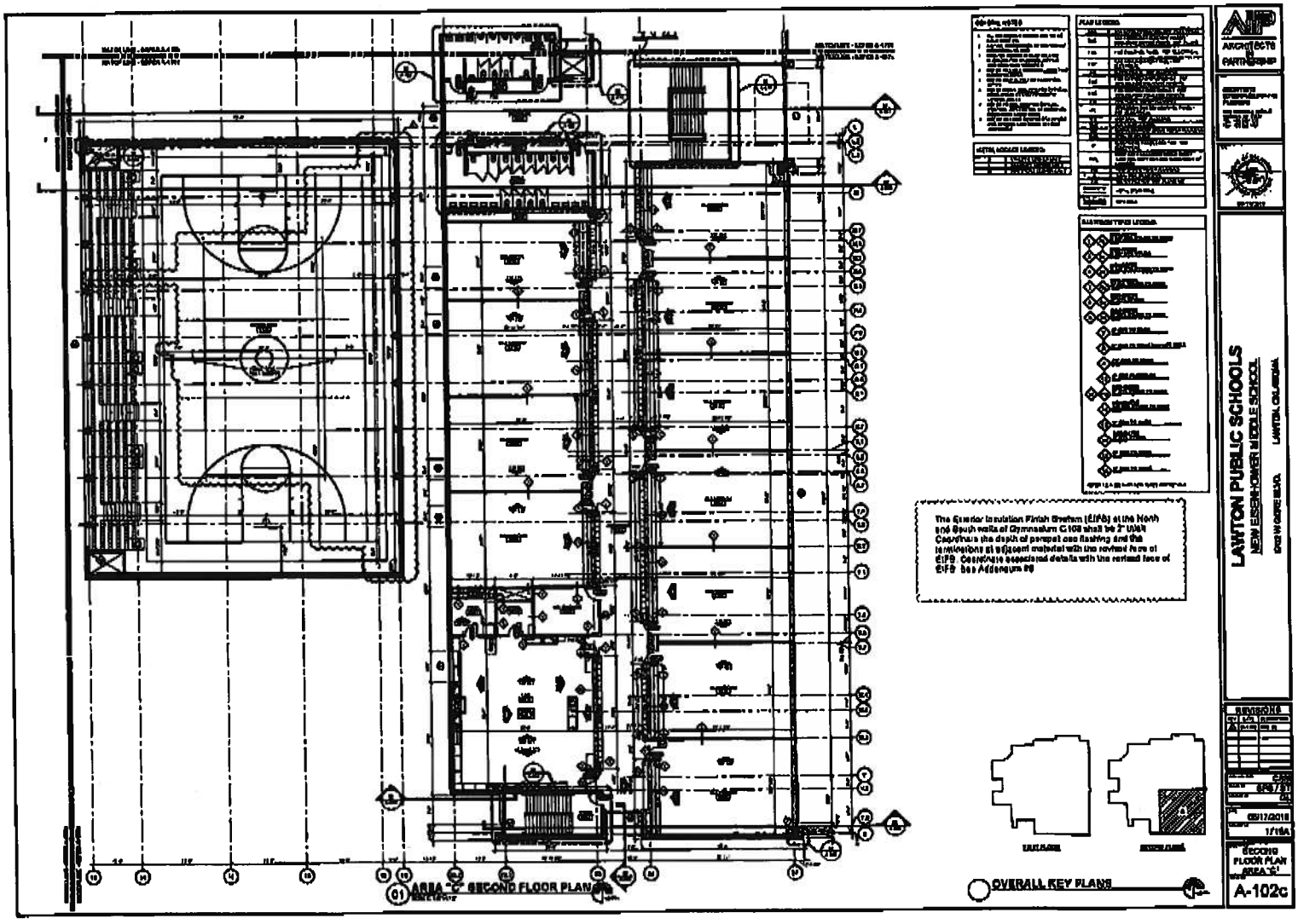
1. Locker fur down is at 5'-6" (66"), total lineal feet of missed impact sheet rock 810'-10"

total square feet of impact sheet rock that is missed.
1) 2,027.08 square feet


01 AREA "B" FIRST FLOOR PLAN
02 TYP. LOUVER DETAIL
OVERALL KEY PLANS
LAWTON PUBLIC SCHOOLS
NEW EISENHOWER MIDDLE SCHOOL
FIRST FLOOR PLAN AREA "B"
A-101b


01 AREA "C" FIRST FLOOR PLAN
04 SHELVING DETAIL
03 SHELVING DETAIL
02 TYP. WALL PADDING DETAIL
OVERALL KEY PLANS
LAWTON PUBLIC SCHOOLS
NEW EISENHOWER MIDDLE SCHOOL
FIRST FLOOR PLAN AREA "C"
A-101c


LAWTON PUBLIC SCHOOLS
NEW ELEMENTARY/MIDDLE SCHOOL
01 AREA "B" SECOND FLOOR PLAN
OVERALL KEY PLANS
A-102b


01 AREA "C" SECOND FLOOR PLAN
OVERALL KEY PLANS
The Exterior Insulation Finish System (EIFS) at the North and South walls of Gymnasium C108 shall be 2" Until Coordinate the depth of parapet and flashing and the terminations of adjacent material with the revised face of EIFS. Coordinate expansion details with the revised face of EIFS. See Addendum #9
LAWTON PUBLIC SCHOOLS
NEW EISENHOWER MIDDLE SCHOOL
SECOND FLOOR PLAN AREA "C"
A-102c

SOUTHWEST
DRYWALL

Phone: (405)463-7171. FAX: (405)463-7173. 11609-A North Santa Fe Ave: OKC, OK 73114

Request for Change Order

To:	Project Manager:	Cell Phone:	Email Address:
Josh Jacox	Daniel Mendell	(405)464-5737	daniel@southwestdrywall.com

Firm:	Project Name & Location:	Date Submitted:
Crossland Construction	Eisenhower Middle School Lawton, OK	FEBRUARY 14, 2020

Deduct for type X gyp in lieu of impact resistant gyp behind lockers (3,366 SF)

Request for Change Order #009:

Material	**-$1,515.00**
Labor	**-$458.00**
OH & P	**-$305.00**
Total	**-$2,279.00**

Thank You,

Daniel Mendell
Estimator
Southwest Drywall

KI
1330 Bellevue Street
Green Bay, WI 54302-8100

Change Order Number:	6348-007-CO1
Issued Date:	3/16/2020
Approval Deadline:	3/23/2020

To:	To Whom It May Concern
Customer Name:	Avenue C Glass
Project Name:	Lawton Public Schools
Contract or Purchase Order Number:	6348-007
KI Order Number:	25954
KI Quotation Number:	
KI Drawing Number:	D375783_00_01_L01_W_05
KI Drawing Revision Date:	3/12/2020

**Change Orders not received by approval deadline will be placed on production hold. Upon release, a new delivery date will be assigned.*

Description of Change:

1	Removal of (1) Schlage AL50PD lockset from butt hinge door (Prep for Corbin Russwin hardware only).	-$241.40

Subtotal		-$241.40
Tax	0.00%	$0.00

Current Delivery Date:	
Impact to Delivery Schedule:	

Original Contract/PO Value:	$45,651.71
Net Change by Previous Change Order(s):	
Current Change Order Total (Increase or Decrease):	-$241.40
New Contract Sum Including this Change Order:	$45,410.31

Your acceptance of this Change Order shall constitute a modification to our Subcontract/Purchase Order and will be performed subject to all the conditions as contained in our Subcontract above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Subcontract shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs.
Note: Applicable taxes will be applied at time of invoice when not shown in above "Current Change Order Total" value.

KI Authorization:		**Client Authorization:**	
Name (Print):	Darin Berendsen	Name (Print):	
Signature:	Darin Berendsen	Signature:	
Title:	Wall Project Coordinator	Title:	
Email:	darin.berendsen@ki.com	Email:	
Date:	3/16/2020	Date:	
Phone:	920.468.2598	Phone:	

Please print, sign and email Change Order to KI personnel referenced above by approval deadline.

PIPER-WEATHERFORD COMPANY
DISTRIBUTOR OF ARCHITECTURAL SPECIALTIES
210 N.E. 31st St.
OKLAHOMA CITY, OK. 73105
PHONE: (405) 896-3795

QUOTATION:

Date: 3-16-2020
Job: Lawton Eisenhower
KI Wall Hardware — Location Lawton, Ok.

1-ED5200S N955ET	$1,183.00

TO COMPLY WITH THE REQUIREMENTS OF YOUR PURCHASE ORDER THE MATERIAL LISTED IN THIS QUOTATION WILL NOT BE ORDERED OR RELEASED FOR FABRICATION UNTIL A CHANGE ORDER OR, IF ACCEPTABLE BY YOUR PO, A SIGNED ACCEPTANCE OF THIS QUOTATION IS RETURNED TO OUR OFFICE.

- **THE PRICES REFELECTED IN THIS PROPOSAL WILL BE HELD FOR THIRTY (30) DAYS. AFTER WHICH THEY WILL BE SUBJECT TO REVIEW BEFORE ANY ORDER CAN BE ACCEPTED.**
- **THIS PROPOSAL IS FOR MATERIAL ONLY F.O.B. FACTORY FREIGHT ALLOWED TO JOB SITE.**
- **TERMS OF PAYMENT ARE NET THIRTY (90) DAYS. NO RETAINAGE ALLOWED.**
- **CURRENT SHIPPING SCHEDULE IS _____ WEEKS AFTER RECEIPT OF ALL APPROVED INFORMATION REQUIRED TO FABRICATE MATERIAL AND A DEFINITIVE SIGNED AGREEMENT (PURCHASE ORDER, CHANGE ORDER, CONTRACT, ETC.) BY THE PURCHASER.**
- **EXCLUSIONS: SALES TAX, UNLOADING, GLASS, GLAZING, MASONRY REPAIR, CAULKING FINISH PAINT, ASPHALT EMULSION, FIELD MEASUREMENTS, AND FASTENING DEVICES.**

SINCERELY,

GARRY MAYFIELD

PIPER-WEATHERFORD CO. OKLAHOMA
Direct Line 405-896-3795

OSWALT
RESTAURANT SUPPLY

CCP #1

01/07/2020

Project:
Eisenhower MS - ECO

From:
Oswalt Restaurant Supply
Samantha Thompson
4532 Enterprise Drive
Oklahoma City, OK 73128
(405)843-9000
405.418.8311 (Contact)

Item	Qty	Description	Sell	Sell Total
		CCP #1 - OWNER REQUESTED DIFFERENT STYLE CART DURING COLOR SELECTION PROCESS. DUE TO OWNER'S PLATE SIZE, MANUFACTURER RECOMMENDS NEW MODEL.		
50	-5 ea	**MOBILE PLATE AND DISH DISPENSER**	$1,899.00	$-9,495.00
		Piper Products/Servolift Eastern Model No. 2ATGH75 Heated Dish Dispenser, open tubular frame, mobile design, (2) self-elevating dish dispensing tubes, maximum dish size approximately 11-1/4" dia., stainless steel construction, 4" swivel casters		
	-5 ea	120v/60/1-ph, 8.3 amps, 1000 watts, NEMA 5-15P, standard		
	-5 st	-Y4 Polyurethane 4" casters, set of 4, with ball bearing seals		
	-5 ea	-R Rotating bumpers		
	-5 st	-WB Wheel brakes (set of 2)		
50.d	5 ea	**MOBILE PLATE AND DISH DISPENSER**	$2,125.00	$10,625.00
		Piper Products/Servolift Eastern Model No. 2ATGH7 Heated Dish Dispenser, open tubular frame, mobile design, (2) self-elevating dish dispensing tubes, maximum dish size approximately 10-1/4" dia., stainless steel construction, 4" swivel casters		
	5 ea	120v/60/1-ph, 7.0 amps, 840 watts, NEMA 5-15P, standard		
	5 st	-Y4 Polyurethane 4" casters, set of 4, with ball bearing seals		
	5 ea	-R Rotating bumpers		
	5 st	-WB Wheel brakes (set of 2)		
73	-1 ea	**CART, CONDIMENT**	$5,205.00	$-5,205.00
		Lakeside Manufacturing Model No. 70640 Condi-Express® Condiment Cart, 51-1/2"W x 25"D x 36-1/2"H, (1) 7 qt. poly round pump dispensers & (6) 3 qt. poly rectangular pump dispensers, 31" counter height, laminate top with drop-in dispensers, welded stainless steel base cabinet with (2) sliding doors, laminate exterior, stainless steel interior with stainless steel midshelf, (2) fixed & (2) swivel/brake 5" Lake-Glide® heavy duty casters, Made in USA		
	-1 ea	Group 2 laminate finish:		
	-1 ea	Finish to be specified		
73.d	1 ea	**CART, CONDIMENT**	$3,600.00	$3,600.00
		Lakeside Manufacturing Model No. SP-10710 Condi-Express® Condiment Cart, 51-1/2"W x 25"D, 31" counter height, laminate top, welded stainless steel base cabinet with (2) sliding doors, laminate exterior, stainless steel interior with stainless steel		

Initial: _____

Oswalt Restaurant Supply ***01/07/2020***

Item	Qty	Description	Sell	Sell Total
		midshelf, (2) fixed & (2) swivel/brake 5" Lake-Glide® heavy duty casters, Made in USA		
			Total	$-475.00

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $-475.00

Sheet1

Eisenhower Middle School
PIPPIN BROS INC.
change ball valves for boilers

3/16/2020

LABOR TOTAL	LABOR UNIT	ITEM		QUANTITY	UNIT	TOTAL
12	12	Material		1	205.93	205.93
12	0	**SUB TOTAL**				**205.93**
		TAX		0	205.93	-
		EQUIPMENT HOURS & RENTAL				
		Tamping Machine	days	0	65.00	-
		backhoe	days	0	375.00	-
0		SMALL TOOLS 3%			205.93	6.18
		PER DEIM	DAYS	0	25.00	-
		LODGEING	DAYS	0	75.00	-
0		TRUCK USAGE	DAYS	0	125.00	-
		SUPERVISOR	HOURS	3	46.69	140.07
		Plumbing	HOURS	12	40.89	490.68
		OPERATOR		0	27.78	-
		DIRECT LABOR COST		38.50%	630.75	242.64
		SUBTOTAL				1,085.70
		OVERHEAD & PROFIT			0.15	162.85
		SUBTOTAL				1,248.55
		BOND			0.02	24.97
		TOTAL CHANGE ORDER				**1,273.52**

Supervisor time is for Dusty going to OKC to pick valves up

Southern Plains Electric, Inc.

2006 NW Williams Drive
Lawton, OK 73507
580-355-2517
License # 19913

Quote

January 13, 2020

TO: Crossland
Attn: Josh

Southern Plains Electric, Inc. is sending this Quote for adding 1- 50 amp power run to room B156, and 3- 50 amp power runs to room C135 for ovens. No power was shown on drawings for these ovens. (drawings E-201c and E-201b. Also adding shut off buttons by doors leading out of the room. This is a total of 4 of them. We will be adding 4- 2 pole 50 amp breakers in panel L5B. Price does not include any removal of block faces or patching back of any block faces. (This work needs to be done by DMG.)
If you have any questions, please call Dustin Self at 580-678-7467

Total due- $5,268.00

Sincerely,

Dustin Self
VP

Sheet1

Eisenhower Middle School
PIPPIN BROS INC.
Boiler Make-up Water

2/24/2020

LABOR TOTAL	LABOR UNIT	ITEM		QUANTITY	UNIT	TOTAL
1.26	0.63	3/4"PP Tees		2	6.46	12.92
1.68	0.42	3/4" PP 90		4	3.66	14.64
0.42	0.42	3/4" PP ball valve		1	22.50	22.50
0.84	0.42	3/4" PP m adapter		2	4.48	8.96
0.4	0.04	3/4" copper		10	2.53	25.30
2.24	0.08	insulation		28	1.10	30.80
6.84	0	**SUB TOTAL**				**115.12**
		TAX		0	115.12	-
		EQUIPMENT HOURS & RENTAL				
		Tamping Machine	days	0	65.00	-
		backhoe	days	0	375.00	-
0		SMALL TOOLS 3%			115.12	3.45
		PER DEIM	DAYS	0	25.00	-
		LODGEING	DAYS	0	75.00	-
0		TRUCK USAGE	DAYS	0	125.00	-
		SUPERVISOR	HOURS	1	46.69	46.69
		Plumbing	HOURS	7	40.89	286.23
		OPERATOR		0	27.78	-
		DIRECT LABOR COST		38.50%	332.92	128.17
		SUBTOTAL				579.67
		OVERHEAD & PROFIT			0.15	86.95
		SUBTOTAL				666.62
		BOND			0.02	13.33
		TOTAL CHANGE ORDER				**679.95**

Southern Plains Electric, Inc.

2006 NW Williams Drive
Lawton, OK 73507
580-355-2517
License # 19913

Quote

February 11, 2020

TO: Crossland
Attn: Josh

Southern Plains Electric, Inc. is sending this Quote for adding 3- 400 amp fusible disconnects to serve panels L7A, L7B and L7C to comply with the NEC secondary tap rule. Price is for all labor and material.
If you have any questions, please call Dustin Self at 580-678-7467

Total due- $9,522.00

Sincerely,

Dustin Self
VP

Construction Estimate
File Name: Estimate1

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
Adding 3- 400 amp disconnects at Eisenhower School						
Disconnects and fuses						
1.00	L1@.0000	Ea	3,168.00	0.00	0.00	3,168.00
EMT conduit installed in exposed areas						
2"						
0.80	L1@8.000	CLF	175.20	360.00	0.00	535.20
EMT conduit installed in exposed areas						
2-1/2"						
0.20	L1@2.400	CLF	71.60	108.00	0.00	179.60
Flex aluminum conduit						
2"						
0.20	L1@.7500	CLF	19.32	33.76	0.00	53.08
Flex aluminum conduit						
2-1/2"						
0.10	L1@.4000	CLF	15.50	18.00	0.00	33.50
12 gauge steel channel						
13/16" x 1-5/8" galvanized						
0.30	L1@1.200	CLF	96.00	54.00	0.00	150.00
Channel nuts						
1/2-13 1-5/8" strut						
12.00	L1@.6000	Ea	21.12	27.00	0.00	48.12
Type THHN 600 volt stranded copper building wire						
# 3/0						
0.50	L3@8.500	KLF	1,820.00	382.50	0.00	2,202.50
Type THHN 600 volt stranded copper building wire						
# 2						
0.10	L3@1.300	KLF	156.00	58.50	0.00	214.50
Type THHN 600 volt stranded copper building wire						
# 4/0						
0.12	L3@2.160	KLF	547.20	97.20	0.00	644.40
Die cast squeeze flex connectors						
2"						
8.00	L1@1.200	Ea	70.00	54.00	0.00	124.00
Malleable squeeze flex connectors						
2-1/2"						
2.00	L1@.3000	Ea	24.60	13.50	0.00	38.10
One hole malleable EMT straps						
2"						
12.00	L1@1.200	Ea	19.20	54.00	0.00	73.20
One hole malleable EMT straps						
2-1/2"						
4.00	L1@.4000	Ea	13.80	18.00	0.00	31.80
90 degree die cast two screw flex connectors						

Construction Estimate
File Name: Estimate1

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
2"						
4.00	L1@.8000	Ea	57.60	36.00	0.00	93.60
90 degree die cast two screw flex connectors						
2-1/2"						
2.00	L1@.5000	Ea	35.60	22.50	0.00	58.10
EMT 90 degree elbows						
2"						
8.00	L1@1.200	Ea	94.40	54.00	0.00	148.40
EMT 90 degree elbows						
2-/2"						
2.00	L1@.3000	Ea	57.60	13.50	0.00	71.10
Steel set screw EMT connectors						
2"						
4.00	L1@.6000	Ea	27.92	27.00	0.00	54.92
Steel set screw EMT connectors						
2-1/2"						
1.00	L1@.1500	Ea	22.90	6.75	0.00	29.65
Set screw steel EMT couplings						
2"						
16.00	L1@2.400	Ea	18.24	108.00	0.00	126.24
Set screw steel EMT couplings						
2-1/2"						
4.00	L1@.6000	Ea	9.96	27.00	0.00	36.96
Total Manhours, Material, Labor, and Equipment:						
	35.0		6,541.76	1,573.21	0.00	8,114.97
				Subtotal:		8,114.97
				10.00% Overhead:		811.50
				1.60% bond:		142.82
				5.00% Profit:		453.46
				Estimate Total:		9,522.75

CED - LAWTON

16 SOUTHEAST I AVENUE
LAWTON OK 73501
TEL: 580 355-5853 FAX: 580 355-5895

CONTACT: TREY MCCLENDON

QUOTATION		PAGE 001 OF 001	
QUOTE # 1015826	DATE 01/20/20	REV # 001	REV DATE 02/07/20
QUOTE EXPIRES 02/19/2020		PREPARED BY TEM	
SLS 1076		INSL 1076	
FOB SHIPPING POINT		FREIGHT PREPAID	

QUOTE FOR: SOUTHERN PLAINS ELECTRIC
ACCT #: 28-69474 IKE MIDDLE SCHOOL

2006 WILLIAMS AVE
LAWTON, OK 73507

CUS PO #: DISCONNECT CO
JOB NAME:

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	3	SQD	H326N	SW FUSIBLE HD 240V 400A	0.00	E	.00
02	3	SQD	PKOGTA	GROUND BAR	0.00	E	.00
03	3	FRZ	TR225RID	225A 250V TD FUSE	0.00	E	.00
04	6	FRZ	TR400RID	400A 250V TD FUSE	0.00	E	.00
05	1	MISC	LOT COST		3,166.00	E	3,166.00

TOTAL: 3,166.00

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Request for Information 168

Detailed, RFIs Grouped by RFI Number

Lawton Public Schools 2017 Eisenhower Middle Sc **Project # 18OK06-MLA**
5702 W Gore Blvd.
Lawton, OK 73505

RFI #: 168 Date Created: 1/17/2020

Crossland Construction Company, Inc.
Matthew Henderson
408 NE 145th Place
Edmond, OK 73013

Current Protection Fusible Disconnects | Electrical | Clarifications

The feeders for panels L7A from T7A. and L7B, L7c from T7B are over the 25ft NEC compliant transformer tap rule. These runs are over 100ft long and this is how it is shown on Plan page E-401. The NEC rule states that if the secondary feed is over 25ft then it needs over current protection within 10ft of the transformer. This would take 3-400 amp fussible disconnects. This disconnects are not shown on the drawings. Is there a rule exception that applies that the disconnects are not needed? Please advise.

The fused disconnects do need to be installed per EC comments.

On close review of NEC, Table 450.3 (B) (Over current protection for transformers) doesn't include actual xfmr secondary protection.
NEC 240.21 (C) does give guidance on over current protection secondary conductors, exceptions etc.
There aren't exceptions in this case.

-Chris Mosteiro, PE
1/28/2020

Sheet1

Eisenhower Middle School
PIPPIN BROS INC.
Boiler Condensate Feed

2/24/2020

LABOR TOTAL	LABOR UNIT	ITEM		QUANTITY	UNIT	TOTAL
0.62	0.62	3/4 x 1/2 PP tee		1	4.48	4.48
1.6	0.4	1/2" PP 90		4	2.41	9.64
0.4	0.4	1/2" PP ball valve		1	21.80	21.80
0.4	0.4	1/2" PP f adapter		1	2.99	2.99
0.42	0.42	1/2 x 1/4 brass bushing		1	4.93	4.93
0.38	0.38	1/4 compression coupling		1	4.37	4.37
3.5	3.5	misc hanger material		1	50.00	50.00
1.2	0.04	1/2" copper		30	1.55	46.50
4.08	0.08	insulation		51	1.05	53.55
12.6	0	**SUB TOTAL**				**198.26**
		TAX		0	198.26	-
		EQUIPMENT HOURS & RENTAL				
		Tamping Machine	days	0	65.00	-
		backhoe	days	0	375.00	-
0		SMALL TOOLS 3%			198.26	5.95
		PER DEIM	DAYS	0	25.00	-
		LODGEING	DAYS	0	75.00	-
0		TRUCK USAGE	DAYS	0	125.00	-
		SUPERVISOR	HOURS	1	46.69	46.69
		Plumbing	HOURS	13	40.89	531.57
		OPERATOR		0	27.78	-
		DIRECT LABOR COST		38.50%	578.26	222.63
		SUBTOTAL				1,005.10
		OVERHEAD & PROFIT			0.15	150.76
		SUBTOTAL				1,155.86
		BOND			0.02	23.12
		TOTAL CHANGE ORDER				**1,178.98**

PRO BOX PORTABLE STORAGE

3848 South 36th Street
Phoenix AZ 85040
602-761-9425

Invoice

Date	3/13/2020
Invoice #	130207
Account #	3412
Terms	Net 45
Due Date	4/27/2020
PO #	
Sales Rep	Camie L Maxey
Billing Period	28 Days
ProBox Number	
Invoice Type	Sale

Bill To
Crossland Construction Company, I...
PO Box 45
Columbus KS 66725

Delivered To
Eisenhower Middle School
Crossland
5502 W Gore
Lawton OK 73505

Model#	Description	Qty	Amount	Type
Misc Sale Item	40' Rental container $100.00 each Delivery Fee $150.00 Delivery Fee $150.00 Tax $9.00 each	1	4,090.00	
Misc Sale Item	Recurring charge for second month $100.00 each 40' Rental Container $100.00 each Tax $9.00 each	1	1,090.00	

Total 5,180.00
Amount Due $5,180.00

Thank you for choosing ProBox Portable Storage for your storage needs!

Payment Options:

Mail: Send check or money order, please include your account number on check. Make checks payable to ProBox Portable Storage. Please allow 7 days for processing.

Phone: Please call the ProBox number in the upper left hand corner for assistance. Office hours are M-F (8 am - 5 pm) except for Holidays.

Late Payments:

Past due invoices are subject to a FINANCE CHARGE of $15.00 or 1.5% of the invoice total (whichever is greater) if payment is not received by the due date above.

HIGH-TECH-TRONICS
COMMUNICATION SYSTEMS

CHANGE ORDER

February 26, 2020

PROJECT: LPS Eisenhower Middle School
ATTENTION: Joshua Jacox

Description of proposed change: Add Projection Screen to Auditorium

QTY.	ITEM	DESCRIPTION		Price
MATERIAL				
1		ADVANTAGE TENSIONED 164" DIAGIONAL, DUAL VISION	$	5,794.56
1		SWITCH WALL DECOFLEX RTS WHITE SINGLE CHANNEL	$	318.72
1		UNIVERSAL RTS INTERFACE II RS232 CONTROL	$	1,040.00
1		TRANSMITTER DRY CONTACT RTS	$	220.80
1		LOCKING SWITCH COVER PLATE, 115V	$	95.04
1		Screen Mounting Hardware	$	150.00
1		Personel Lift	$	265.00
LABOR				
	LABOR	OFFICE PERSONNEL	$	110.00
	LABOR	AUTOCAD PERSONNEL	$	-
	LABOR	INSTALLATION TECHNICIANS	$	990.00
	LABOR	SHIPPING AND HANDLING PERSONNEL	$	90.00

Equipment Total	$	**7,884.12**
Labor Total	$	**1,190.00**
Labor Burden	$	**476.00**
Freight	$	**473.05**
Overhead & Profit	$	**1,988.87**
Tax	$	**-**
Total Change Order	$	***12,012.03***

This change order is valid for 30 days. All above pricing listed is only valid for this change order. Unless otherwise noted this pricing does not include any amount for impacts to other scopes of work.

Professionally,

Wayland Reeves

Design/Estimating/Inside Sales

Sign and Date to Accept

Kathy Bentley

From: Cory Miller <cory.miller@aipok.com>
Sent: Tuesday, April 7, 2020 2:25 PM
To: Kathy Bentley
Cc: Tom Thomas; Jack Hanna; Don McCaig; Lance Gibbs; Peggy Whittington
Subject: LPS MHS Auditorium and Admin HVAC - Change Order #3
Attachments: LPS MHS HVAC - Change Order #3.pdf

***CAUTION: EXTERNAL EMAIL - Think before you click or open attachments! ***
Kathy,

I am attaching Change Order #3 for consideration. This will authorize the use of contingency to increase the height of the screen wall at the stage unit by 24 inches. It was discovered during construction that the specified height did not account for the curb mounted under the unit. This additional height will conceal the unit from view.

Thank you,
Cory S. Miller, NCARB
Sr. Project Manager/ Associate

AiP

Architects in Partnership
3220 Marshall Avenue | Norman, OK 73072
P: 405.360.1300 x215 | F: 405.360.1431 | C: 405.512.9662
cory.miller@aipok.com
www.aipok.com

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AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)* #1911 LPS-MacArthur High School HVAC Renovation Lawton, Oklahoma	**CONTRACT INFORMATION:** Contract For: General Constuction Date: November 21, 2019	**CHANGE ORDER INFORMATION:** Change Order Number: 003 Date: April 7, 2020
OWNER: *(Name and address)* Lawton Public Schools 753 NW Ft. Sill Blvd. Lawton, OK 73507	**ARCHITECT:** *(Name and address)* Architects in Partnership, LLC 3220 Marshall Avenue Norman, OK 73072	**CONTRACTOR:** *(Name and address)* RCJ Construction, Inc. 800 S.E. 1st Street Lawton, OK 73501

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Contingency Amount: $7,463.44

Increase screen wall by 24 inches: $3,267.00

Remaining Contingency Amount: $4,196.44

The original Contract Sum was	$	580,818.90
The net change by previously authorized Change Orders	$	41,820.71
The Contract Sum prior to this Change Order was	$	622,639.61
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	622,639.61

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architects in Partnershp, LLC **ARCHITECT** *(Firm name)*	RCJ Construction, Inc. **CONTRACTOR** *(Firm name)*	Lawton Public Schools **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Cory MillerSr. Project Mgr/Associate **PRINTED NAME AND TITLE**	J.C. Grayson President **PRINTED NAME AND TITLE**	CARLA CLODFELTER, PRESIDENT LAWTON BOARD OF EDUCATION **PRINTED NAME AND TITLE**
April 7, 2020 **DATE**	April 7, 2020 **DATE**	**DATE**

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User Notes: (3B9ADA4E)

RCJ Construction

800 SE 1st Street
Lawton Oklahoma 73501
Phone 580-248-6637
Fax: 580-248-4431

SHEET 1 OF **1** SHEETS

CHANGE ORDER #003

Owner:**Lawton Public Schools**
Address: **PO Box 1009**

Job Name:**LPS HVAC Renovation**
Location: **MacArthur High School**

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the Work as altered by the following provisions.

Increase screen wall around Mechanical Unit	**$2,700.00**
10% OH	**$227.00**
10% Profit	**$297.00**
TOTAL	**$3,267.00**

CHANGE IN CONTRACT AMOUNT
Due to this change the Contract Amount:
Will Increase by .

CHANGE IN CONTRACT TIME
Due to this change the Contract Time:
Is Unchanged by Calender Days

ORIGINAL CONTRACT AMOUNT: **$580,818.90**
PREVIOUS CHANGE ORDERS: **$41,820.71**
PREVIOUS CONTRACT AMOUNT: **$622,639.61**
THIS CHANGE ORDER: **$3,267.00 (taken from the Contingency)$4,196.44 remaining**
NEW CONTRACT AMOUNT: **$622,639.61**

RCJ Construction

4-3-2020
Date

Architects in Partnership

Date

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009
Telephone Number: (580) 355-2517
Fax Number: (580) 355-8630

and the Contractor:
(Name, legal status, address and other information)

Cavins Construction Group LLC
1839 Atchison Drive
Norman, Oklahoma 73069
Phone Number: (405) 573-3048

for the following Project:
(Name, location and detailed description)

#1911B Lawton Public Schools-MacArthur High School Gym HVAC Renovation
Lawton, Oklahoma

The Architect:
(Name, legal status, address and other information)

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

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(826684751)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in the notice to proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than One Hundred Ten (110) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Eighty Thousand Dollars and 00/Cents ($380,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance	$10,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with state law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73501

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Gary Cavins, Founder and President
Cavins Construction Group LLC
1839 Atchison Drive
Norman, Oklahoma 73069
Phone Number: (405) 573-3048

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Specification Section attached hereto as Exhibit "B"	Title of Drawings	1/14/2020

.6 Specifications

Section	Title	Date	Pages
Refer to Specification Section 00 0110 Table of Contents attached hereto as exhibit "A"	Table of Contents	1/14/2020	3

.7 Addenda, if any:

Number	Date	Pages
Addenda No. 1	2/7/2020	6

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7200	General Conditions and Supplements	1/14/2020	52

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
CARLA CLODFELTER, PRESIDENT Lawton Board of Education Lawton Public Schools *RC*	Gary Cavins, Founder and President Cavins Construction Group LLC *(Printed name and title)*

Init.
/

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LAWTON PUBLIC SCHOOLS 403(B) PLAN
NOTICE OF RIGHT TO PARTICIPATE IN THE PLAN AND CONTRIBUTION LIMITS

FOR: Plan Year beginning January 1, 2020

Elective Deferrals. The Lawton Public Schools 403(b) Plan (the "Plan") allows eligible employees to save for retirement. If you are eligible to participate in the Plan, then you may elect to reduce your compensation by a specified amount and have it contributed to the Plan on a pre-tax basis as an elective deferral. Your taxable income is reduced by the elective deferral contribution so you pay less in federal income taxes (however, the amount you defer is still counted as compensation for purposes of Social Security taxes). Later, when the Plan distributes the elective deferrals and earnings, you will pay the taxes on those elective deferrals and the earnings. Therefore, federal income taxes on the elective deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

How do I elect to make contributions to the Plan?

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it.

If you are currently participating, you may want to change your amounts for the new Plan Year. You can increase or decrease your contribution or you can leave your amounts the same.

You can contact the Plan Administrator to obtain further information on how to make contributions to the Plan.

How much can I contribute?

Your total elective deferrals in any taxable year cannot exceed a dollar limit which is set by law. The limit for 2020 is $19,500. After 2020, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit.

Age 50 Catch-Up Deferrals. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called Age 50 Catch-Up Deferrals) to the Plan as of the January 1st of that year. You can defer the additional amounts regardless of any other limitations on the amount you can defer to the Plan. The maximum Age 50 Catch-Up Deferrals that you can make in 2020 is $6,500. After 2020, the maximum might increase for cost-of-living adjustments.

Annual dollar limit. Each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the Catch-Up Deferral limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and Catch-Up Deferrals you may make under this Plan and any other cash or deferred arrangements (including other tax-sheltered 403(b) annuity contracts, simplified employee pensions or 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, you need to contact the Administrator if these situations might apply to you. It is desirable to request in writing that any such excess salary deferral amounts and Catch-Up Deferrals be returned to you.

If you are in more than one plan to which you can contribute elective deferrals, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th.

What is the maximum annual amount that can be contributed to my account?

The law imposes a limit on the amount of contributions (excluding Age 50 Catch-Up Deferrals) that may be made to your accounts during a year. For 2020, this total cannot exceed the lesser of $57,000 or 100% of your includible compensation (generally your compensation for the prior 12-month period). After 2020, the dollar limit might increase for cost-of-living adjustments. Your includible compensation for purposes of this limit is limited for 2020 to $285,000. After 2020, the dollar limit for includible compensation might increase in future years for cost-of-living adjustments.

The above limit may also need to be applied by taking into account contributions made to other retirement plans in which you are a participant. If you have more than 50% control of a corporation, partnership, and/or sole proprietorship, then the above limit is based on contributions made to this Plan as well as contributions made to any 403(b) or qualified plans maintained by the businesses you control. If you control another business that maintains a plan in which you participate, then you are responsible for providing the Plan Administrator with information necessary to apply the annual contribution limits. If you fail to provide necessary and correct information to the Plan Administrator, it could result in adverse tax consequences to you, including the inability to exclude contributions to the plan from your gross income for tax purposes.

You can find out more information about the Plan in the Summary of Plan Provisions. You can obtain a copy from the Plan Administrator.

LAWTON PUBLIC SCHOOLS 403(B) PLAN

SUMMARY OF PLAN PROVISIONS

Effective January 1, 2020

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LAWTON PUBLIC SCHOOLS 403(B) PLAN
SUMMARY OF PLAN PROVISIONS
INTRODUCTION TO YOUR PLAN

Lawton Public Schools 403(b) Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax advantaged basis. This Plan is a type of retirement plan known as a 403(b) plan.

This Summary of Plan Provisions contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to understand the features of the Plan.

If you have any questions about the Plan, contact the Plan Administrator or other Plan representative. The Plan Administrator is generally responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan, unless those responsibilities have been delegated to other parties. The name of the Plan Administrator can be found at the end of this summary in the Article entitled "General Information about the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan, and your rights under the Plan, are subject to federal laws such as the Internal Revenue Code and other federal and state laws. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

Investment arrangement. The investment products you select (known as investment arrangements) may also affect the provisions of the Plan. In some cases the investment arrangements may limit your options under the Plan. This summary does not address the provisions of the various investment arrangements. You should contact the Plan Administrator or the investment provider if you have questions about the provisions of your specific investment arrangements.

ARTICLE I
PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you can begin participating under the Plan on your date of hire. The following describes Excluded Employees.

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The employees who are excluded are:

- employees who normally work less than 20 hours per week. (However, if you actually complete a Year of Service, you will no longer be a part of this excluded class)

- employees who are enrolled as students and regularly attending classes offered by the Employer

ARTICLE II
EMPLOYEE CONTRIBUTIONS

What are elective deferrals and how do I contribute them to the Plan?

Elective Deferrals. As a Participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan on a pre-tax basis as an elective deferral. Your taxable income is reduced by the elective deferral contribution so you pay less in federal income taxes (however, the amount you defer is still counted as compensation for purposes of Social Security taxes). Later, when the Plan distributes the elective deferrals and earnings, you will pay the taxes on those elective deferrals and the earnings. Therefore, federal income taxes on the elective deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

You will always be 100% vested in your elective deferrals (see the Article in this summary entitled "Vesting").

Elective Deferral procedure. The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a Salary Reduction Agreement. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it unless notified by the Employer.

Your deferral election will also apply to irregular pay (e.g., bonuses). You may, however make a separate election to have a different amount deferred from any irregular pay (e.g., bonuses) paid to you during the year. Also, your deferral election will not apply to amounts that are taxable but not payable in cash (such as taxable fringe benefits).

Deferral modifications. You are permitted to revoke your salary deferral election at any time during the Plan Year. You may make a new election or modify an existing election as of each payroll period or in accordance with any other procedure that your Employer provides. Any modification will become effective as soon as administratively feasible after it is received by the Plan Administrator.

Elective Deferral Limit. Your total elective deferrals in any taxable year cannot exceed a dollar limit which is set by law. The limit for 2020 is $19,500. After 2020, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit.

Age 50 Catch-Up Deferrals. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called Age 50 Catch-Up Deferrals) to the Plan as of the January 1st of that year. You can defer the additional amounts regardless of any other limitations on the amount you can defer to the Plan. The maximum Age 50 Catch-Up Deferrals that you can make in 2020 is $6,500. After 2020, the maximum might increase for cost-of-living adjustments.

Annual dollar limit. You should also be aware that each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and "catch-up contributions" you may make under this Plan and any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess salary deferral amounts and "catch-up contributions" be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th.

What are rollover contributions?

Rollover contributions. Subject to the provisions of your investment arrangements and at the discretion of the Plan Administrator, you might be permitted to deposit into the Plan distributions you have received from other plans and certain IRAs. Such a deposit is called a "rollover" contribution and might result in tax savings to you. You may ask the Plan Administrator of the other plan or the trustee or custodian of the IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover contribution will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). Rollover contributions will be affected by any investment gains or losses.

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" at any time - See "When can I get money out of the Plan?".

ARTICLE III
COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. Compensation is defined as your total compensation that is subject to income tax withholding and paid to you by your Employer.

Adjustments to compensation. The following adjustments to compensation will be made:

- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:

    - compensation paid for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential), or other similar payments that would have been made to you had you continued employment.

    - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued.

    - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment.

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2020 is $285,000. After 2020, the dollar limit might increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

The law imposes a limit on the amount of contributions including elective deferrals (but excluding Age 50 Catch-Up Deferrals) that may be made to your accounts during a year. For 2020, this total cannot exceed the lesser of $57,000 or 100% of your includible compensation (generally your compensation for the prior 12-month period, as limited under the previous question). After 2020, the dollar limit might increase for cost-of-living adjustments.

The above limit may also need to be applied by taking into account contributions made to other retirement plans in which you are a participant. If you have more than 50% control of a corporation, partnership, and/or sole proprietorship, then the above limit is based on contributions made in this Plan as well as contributions made to any 403(b) or qualified plans maintained by the businesses you control. If you control another business that maintains a plan in which you participate, then you are responsible for providing the Plan Administrator with information necessary to apply the annual contribution limits. If you fail to provide necessary and correct information to the Plan Administrator, it could result in adverse tax consequences to you, including the inability to exclude contributions to the Plan from your gross income for tax purposes.

How is the money in the Plan invested?

The Plan assets may be invested in mutual funds and Annuity Contracts. Contact the Plan Administrator for further details regarding permissible investments.

You will be able to direct the investment of your Plan account. The Plan Administrator will provide you with information on the investment choices available to you, the frequency with which you can change your investment choices and other information. If you do not direct the investment of your Plan account, then your account will be invested in accordance with the default investment alternatives your Employer establishes under the Plan. These default investments will be made in accordance with specific rules under which the fiduciaries of the Plan, including your Employer and the Plan Administrator, will be relieved of any legal liability for any losses resulting from the default investments. The Plan Administrator has or will provide you with a separate notice which details these default investments and your right to switch out of the default investment if you so desire.

When you direct investments, your account is segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance for other Participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer and the Plan Administrator will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Plan Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. Subject to the terms of the investment arrangements funding the plan, the Plan might pay some or all Plan related expenses except for a limited category of expenses which the law requires your Employer to pay. The category of expenses which your Employer must pay are known as "settlor expenses." Generally, settlor expenses relate to the design, establishment or termination of the Plan. The expenses charged to the Plan might be charged pro rata to each Participant in relation to the size of each Participant's account balance or might be charged equally to each Participant. In addition, some types of expenses might be charged only to some Participants based upon their use of a Plan feature or receipt of a Plan distribution. Finally, the Plan might charge expenses in a different manner as to Participants who have terminated employment with your Employer versus those Participants who remain employed with your Employer.

Terminated employee. After you terminate employment, subject to the terms of the investment arrangements funding the Plan, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that might be paid just from your account subject to the terms of the investment arrangements funding the Plan. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan might incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses might be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Plan Administrator will inform you when there will be a charge (or charges) directly to your account.

Your Employer might, from time to time, change the manner in which expenses are allocated.

ARTICLE IV
VESTING

What is my vested interest in my account?

You are always 100% vested in all of your Plan accounts.

ARTICLE V
DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT

The terms of the investment arrangements that you selected for your Plan contributions might contain additional limits on when you can take a distribution, the form of distribution that is available as well as your right to transfer among approved investment options. Please review both the following information in this summary and the terms of your investment arrangements before requesting a distribution.

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election subject to possible administrative limitations on the frequency and actual timing of such distributions. You may withdraw amounts from accounts for rollover contributions.

Conditions. Generally, you may receive a distribution prior to termination of employment provided you satisfy any of the following conditions:

- you have attained age 59 1/2.
- you have incurred a financial hardship as described below.
- you incur a disability (as defined in the Plan).

Additional in-service conditions. The following additional conditions apply to in-service distributions from certain accounts:

- 100% vesting required for accounts that are subject to a vesting schedule

Can I withdraw money from my account in the event of financial hardship?

Hardship distributions. You may withdraw money on account of financial hardship if you satisfy certain conditions, subject to the rules and conditions set forth in the investment arrangements. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive upon termination of employment or other event entitling you to distribution of your account balance.

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) for you, your spouse or your dependents.
- Costs directly related to the purchase of your principal residence (excluding mortgage payments).
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for you, your spouse, your children or your dependents.
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- Payments for burial or funeral expenses for your deceased parent, spouse, children or your dependents.
- Expenses for the repair of damage to your principal residence (that would qualify for the casualty loss deduction under Internal Revenue Code Section 165).

Conditions. If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

(a) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;

(b) You have obtained all distributions, other than hardship distributions

Restricted Amounts. Generally, the only amounts that can be distributed to you on account of a hardship from these Restricted Accounts are your elective deferrals (earnings on your elective deferrals cannot be withdrawn for a hardship). Ask the Plan Administrator if you need further details.

ARTICLE VI
DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

To the extent permitted in the investment arrangements, the provisions in this Article apply to distributions from the Plan following termination of employment.

When can I get money out of the Plan?

You might be able to receive a distribution of some or all of your accounts in the Plan when you terminate employment with your Employer. The rules regarding the payment of death benefits to your beneficiary are described in the Article in this summary entitled "Distributions upon Death."

If you terminate employment, you will be entitled to a distribution within a reasonable time after your termination. You must consent to this distribution. (See the question "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.)

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with your Employer. There might also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Plan Administrator for further details.

What is Normal Retirement Age and what is the significance of reaching Normal Retirement Age?

Normal Retirement Age. Your Normal Retirement Age is the date you reach age 65.

Payment of benefits. Actual payment of benefits generally will not begin until you have terminated employment. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Age, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but generally not later than age 70 1/2. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

When am I considered to be disabled under the Plan?

Definition of disability. Under the Plan, disability is defined as the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The permanence and degree of such impairment must be supported by medical evidence. The Plan Administrator may require that your disability be determined by a licensed physician.

How will my benefits be paid to me?

The following provisions apply to the extent permitted under the investment arrangements in which the plan assets are invested.

Lump-sum distributions. If you terminate employment and your vested account balance does not exceed $5,000, then your vested account balance might only be distributed to you in a single lump-sum payment.

Distribution methods. If you terminate employment and your vested account balance exceeds $5,000 (or another amount as provided in your investment arrangement), then your vested account balance might be distributed to you under the following methods provided they are permitted under your investment arrangements:

- a single lump-sum payment
- other options as allowed by vendor

Distribution method on or after Normal Retirement Age. If you terminate employment on or after Normal Retirement Age and your vested balance exceeds $5,000, you may elect to take installments with respect to lifetime minimum required distributions, over a period of not more than your assumed life expectancy (or your and your beneficiary's assumed life expectancies). (See "Required beginning date" below for an explanation of the commencement of minimum required distributions.)

Required beginning date. There are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2 or terminate employment, whichever is later. Contact the Plan Administrator if you think you might be affected by these rules.

ARTICLE VII
DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Beneficiary designation. You may designate a beneficiary of your choosing.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit.

No beneficiary designation. Subject to the terms of the investment arrangements, at the time of your death, if you have not designated a beneficiary or the individual named as your beneficiary is not alive, then the death benefit will be paid in the following order of priority to:

(a) your surviving spouse

(b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's living descendants)

(c) your surviving parents, in equal shares

(d) your estate

How will the death benefit be paid to my beneficiary?

Lump-sum distribution. If the death benefit payable to your beneficiary does not exceed $5,000, then the benefit may only be paid as a lump sum.

Distribution method. Except for special distributions described below, if the death benefit payable to your beneficiary exceeds $5,000, the benefit may be paid in the methods described above under "How will my benefits be paid to me?" provided the methods are permitted under your investment arrangements. The beneficiary may choose among the then available distribution methods unless you elected the death benefit distribution method prior to your death.

When must payments be made to my beneficiary (required minimum distributions)?

If your designated beneficiary is a person (other than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70 1/2. Generally, if you die before you are required to begin minimum distributions (which for most people is shortly after the later of age 70 1/2 or retirement) and your beneficiary is not a person, then your entire death benefit must be paid within five years after your death. Some investment products may allow a person to use this five-year rule.

If you have designated your spouse as the beneficiary, you should immediately report any change in your marital status to the Plan Administrator.

What happens if I terminate employment, commence required minimum distribution payments and then die before receiving all of my benefits?

Your beneficiary will be entitled to your remaining vested interest in the Plan at the time of your death. Payments must generally come out at least as rapidly as the required minimum distributions. Contact the Plan Administrator for more information regarding the timing and method of payments that apply to your beneficiary.

ARTICLE VIII
TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional federal 10% penalty tax.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** You may roll over all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct rollover option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE IX
LOANS

Is it possible to borrow money from the Plan?

Yes, it is possible to borrow money from the Plan. Loans are permitted in accordance with the Plan Loan Policy and subject to the limitations of your investment arrangements. If you wish to receive a copy of the Loan Policy, please contact the Plan Administrator.

ARTICLE X
CLAIMS PROCEDURES

Can the Employer amend the Plan?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Plan Administrator or investment provider if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination.

ARTICLE XI
GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is Lawton Public Schools 403(b) Plan.

Plan Effective Dates

This Plan was originally effective on January 1, 2009. The amended and restated provisions of the Plan become effective on January 1, 2010. The Plan has been amended since it was originally effective and this summary reflects the provisions of the Plan in effect as of January 1, 2020.

Other Plan Information

Plan Year. The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year ends on December 31st.

The Plan will be governed by the laws of the state of the Employer's principal place of business to the extent not governed by federal law.

Employer Information

The Employer's name, address, business telephone number and identification number are:

Lawton Public Schools
753 North Fort Sill Boulevard
Lawton, Oklahoma 73507
(580) 357-6900
73-6029956

Plan Administrator Information

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. If you have any questions about the Plan or your participation, you should contact the Plan Administrator. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The name and address of the Plan's Administrator are:

ADOPTION AGREEMENT #001
ELECTIVE DEFERRALS ONLY
403(b) NON-ERISA VOLUME SUBMITTER PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the National Benefit Services, LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Volume Submitter Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. EMPLOYER; PLAN; PLAN ADMINISTRATOR **(1.29; 1.52; 1.53)**. *(A Plan amendment is not needed solely to change the information in (a) or (d) below).*

(a) **Employer Information**

Name of Adopting Employer: Lawton Public Schools

Address: 753 North Fort Sill Boulevard

City Lawton State Oklahoma Zip 73507

Telephone: (580) 357-6900

EIN: 73-6029956

(b) **Plan Information**

Plan name: Lawton Public Schools 403(b) Plan

Plan number (optional): _____ *(3-digit number for Form 5500 reporting)*

(c) **Type of entity** (*Choose one of (1) – (4)*):

(1) **[X] Public School.** See 1.57.

(2) **[ ] Other Governmental employer exempt under Code §501(c)(3).**

(3) **[ ] Churches and Church-Related Organizations (non-electing).** See 1.09. *(Choose a. and/or b.):*

a. **[ ] Church.** See 1.09. This would include a QCCO, but would not include a non-QCCO.

b. **[ ] Church-related organization**, other than a Church. See 1.09(A). This would include a non-QCCO.

(4) **[ ] Other tax-exempt organization under Code §501(c)(3).**

(d) **Plan Administrator Information** (If no Plan Administrator is named, the Employer is the Plan Administrator)

Name: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____

2. PLAN YEAR **(1.54)**. Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every:

[*Note: Complete any applicable blanks under Election 2 with a specific date, e.g., June 30 OR the last day of February OR the first Tuesday in January. In the case of a Short Plan Year, include the year, e.g., May 1, 2016.*]

Plan Year (*Choose (a), (b), or (c).*):

(a) **[X] December 31.**

(b) **[ ] Fiscal Plan Year:** ending: _____.

(c) **[ ] Other:** _____ *(e.g., a 52/53 week year ending on the date nearest the last Friday in December).*

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Short Plan Year *(Choose (d) if applicable.)*:

(d) [ ] Short Plan Year: commencing: _____ and ending: _____.

3. EFFECTIVE DATE **(1.23)**. The Employer's adoption of the Plan is a *(Choose (a) or (b). Complete (c); complete (d) if an amendment and restatement. Choose (e) and (f) if applicable.)*:

(a) [ ] **New Plan.**

(b) [X] **Restated Plan.**

Initial Effective Date of Plan *(enter date)*

(c) [X] January 1, 2009 (hereinafter called the "Effective Date" unless 3(d) is entered below)

Restatement Effective Date *(If this is an amendment and restatement, enter effective date of the restatement.)*

(d) [X] January 1, 2010 *(enter month day, year; may enter a restatement date that is the first day of the current Plan Year)* (hereinafter called the "Effective Date")

[*Note: See Section 1.60 for the definition of Restated Plan. If this Plan is a Restatement under Rev. Proc. 2013-22, in order to have retroactive reliance, the Restatement Effective Date generally should be the later of January 1, 2010 or the Initial Effective Date. The Restatement Effective Date can be as early as January 1, 2009 but there is no retroactive reliance prior to January 1, 2010.*]

Additional Effective Dates *(Choose if applicable)*

(e) [ ] **Restatement of surviving and merging plans.** The Plan restates two (or more) plans *(Complete 3(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.)*:

(1) [ ] **Merging plan.** The _____ Plan was or will be merged into this surviving Plan as of: _____. The merging plan's restated Effective Date is: _____. The merging plan's original Effective Date was: _____.

(2) [ ] **Additional merging plans.** The following additional plans were or will be merged into this surviving Plan *(Optional to complete a. and b. if applicable. May attach an addendum to add additional plans.)*:

	Name of merging plan	Merger date	Restated Effective Date	Original Effective Date
a.	_____	_____	_____	_____
b.	_____	_____	_____	_____

4. CONTRIBUTION TYPES **(1.12)**. The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan *(Choose (a) or (b))*:

(a) [X] **Pre-Tax Elective Deferrals.** See Section 3.02.

(1) [ ] **Roth Deferrals.** See Section 3.02(F). [*Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.*]

(b) [ ] **None (frozen plan).** The Plan is/was frozen effective as of: _____. See Sections 3.01(F) and 9.04.

5. EXCLUDED EMPLOYEES **(1.35)**. The following Employees are not Eligible Employees *(Choose (a) or (b).)*:

(a) [ ] **No Excluded Employees.** All Employees are Eligible Employees.

(b) [X] **Exclusions.** The following Employees are Excluded Employees *(Choose one or more of (1) through (5))*:

(1) [ ] **Non-Resident Aliens.** See Section 1.35(B).

(2) [X] **Employees who normally work less than 20 hours per week.** See Section 1.35(E) (e.g., if any such excluded Employee actually completes a Year of Service, then such Employee will generally no longer be part of this excluded class in subsequent Plan Years).

(3) [X] **Student Employees.** See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).

(4) [ ] **Other Employer plan.** Employees who are eligible to participate in another plan of the Employer which is a *(Choose one or more of a. through c.)*:

a. [ ] 401(k) plan

b. [ ] 403(b) plan

c. [ ] governmental 457(b) plan

(5) [ ] **Describe exclusion:** _____ *(e.g., exclude hourly paid employees).*

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[Note: The Employer may not complete Election 5(b)(5) in a manner which would violate the universal availability rule of Treas. Reg. §1.403(b)-5(b), after taking into consideration the entity rules of Treas. Reg. §1.403(b)-5(b)(3) and the transition rules of Treas. Reg. §1.403(b)-10(d). Accordingly, Election 5(b)(5) may only be used to provide an exclusion if the Employer is a Church or the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.]

[Note: Any exclusion under Election 5(b)(5), except for Employees who normally work less than 20 hours per week, may not be based on age or Service.]

6. COMPENSATION **(1.11)**. The following Compensation (as adjusted under Elections 7 and 8) applies in allocating Employer Contributions *(Choose one of (a) through (d). Choose (e) if applicable.)*:

(a) [ ] **W-2 wages increased by Elective Deferrals.**

(b) [X] **Code §3401 federal income tax withholding wages increased by Elective Deferrals.**

(c) [ ] **415 Compensation.**

(d) [ ] **Describe Compensation by Participant Group:** _____

[Note: Under Election 6(d), the Employer may elect Compensation from the elections available under Elections 6(a), (b), or (c), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Campus A Employees and 415 Compensation in all other cases).]

(e) [ ] **Allocate based on specified 12-month period.**
The allocation will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows: _____

7. PRE-ENTRY/POST-SEVERANCE COMPENSATION **(1.11(H)/(I))**. Compensation under Election 6:

Post-Severance Compensation. The following adjustments apply to Post-Severance Compensation paid within any applicable time period as may be required *(Choose (a), (b), or (c).)*:

[Note: Under the basic plan document, if the Employer does not elect any adjustments, post-severance compensation includes regular pay, leave cash-outs, and deferred compensation, and excludes disability continuation payments and does not count Deemed Includible Compensation.]

(a) [X] **None.** The Plan includes post-severance regular pay, leave cash-outs, and deferred compensation, and excludes post-severance disability continuation payments, and Deemed Includible Compensation except as required under the basic plan document *(skip to Election 10)*.

(b) [ ] **Exclude All.** Exclude all Post-Severance Compensation. *[Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]*

(c) [ ] **Adjustments.** The following adjustments to Post-Severance Compensation apply *(Choose one or more of (1) through (5).)*:

(1) [ ] **Regular Pay.** Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a).

[Note: 415 testing Compensation (versus Compensation for Elective Deferrals) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]

(2) [ ] **Leave cash-out.** Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).

(3) [ ] **Deferred Compensation.** Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c).

(4) [ ] **Salary continuation for disabled Participants.** Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2). *(Choose a. or b.)*:

a. [ ] **For NHCEs only.**

b. [ ] **For all Participants.** The salary continuation will continue for the following fixed or determinable period: _____ *(specify period; e.g., "ten years" or "term of disability policy")*.

(5) [ ] **Describe Post-Severance Compensation by Participant group:** _____

[Note: Under Election 7(c)(5), the Employer may elect Compensation from the elections available under Post-Severance Compensation or a combination thereof as to a Participant group (e.g., Include regular pay Post-Severance Compensation for Campus A Employees, no Post-Severance Compensation for Campus B Employees).]

8. EXCLUDED COMPENSATION **(1.11(G))**. Apply the following additional exclusions or other adjustments to Compensation Elections under 6 and 7 *(Choose (a) or (b).)*:

(a) [X] **No exclusions.** Compensation means Compensation as elected in Elections 6 and 7.

(b) [ ] **Exclusions.** The following exclusions apply *(Choose one or more of (1) through (8).)*:

(1) [ ] **Fringe benefits.** As described in Treas. Reg. §1.414(s)-1(c)(3) (e.g., reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits).

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(2) [ ] **Compensation exceeding $_____.**
Apply this election to *(Choose a. or b.)*:

a. [ ] **All Participants.**

b. [ ] **HCE Participants only.**

(3) [ ] **Bonus.**

(4) [ ] **Commission.**

(5) [ ] **Overtime.**

(6) [ ] **Leave of Absence Pay.**

(7) [ ] **Related Employers.** See Section 1.29(B). *(If there are Related Employers, choose one or both of a. and b.)*:

a. [ ] **Non-Participating.** Compensation paid to Employees by a Related Employer that is not a Participating Employer.

b. [ ] **Participating.** As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees.

(8) [ ] **Describe Compensation adjustment(s):** _____

[Note: Under Election 8(b)(8), the Employer may: (i) describe Compensation from the elections available under Elections 8(b)(1) through (7), or a combination thereof as to a Participant group (e.g., No exclusions as to Campus A Employees and exclude bonus as to Campus B Employees); and/or (ii) describe another exclusion (e.g., Exclude shift differential pay). Any adjustment must be definitely determinable.]

9. CATCH-UP DEFERRALS **(3.02(D)/(E))**. *(Choose (a) or (b))*:

(a) **[X] Permitted.** May make the following Catch-Up Deferrals to the Plan. *(Choose one or both of (1) and (2))*:

(1) **[X] Age 50 Catch-Up.**

(2) [ ] **Qualified Organization (defined in Section 3.02(D)(2)) Catch-Up.**

(b) [ ] **Not Permitted.** May not make any Catch-Up Deferrals to the Plan.

10. IN-PLAN ROTH ROLLOVER CONTRIBUTION **(3.08(E))**. The following provisions apply regarding In-Plan Roth Rollover Contributions *(Choose (a) or (b); leave blank if Election 4(a)(1) is not selected.)*:

(a) [ ] **Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.

(b) [ ] **Applies.** The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation with regard to the following amounts. *(Choose one or both of (1) and (2).)*

(1) [ ] Otherwise distributable amounts. This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).

(2) [ ] Otherwise nondistributable amounts. This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).

11. POST-SEVERANCE DISTRIBUTIONS. The provisions in this Election 11 apply to distributions to Participants following Severance from Employment. *(Complete (a), (b), and (c). Choose (d) and (e) if applicable.)*

(a) **[X] Mandatory Distribution (6.01(F)/6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows *(Choose (1) or (2).)*:

(1) **[X] No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (i.e., Participant consent is required for all distributions) following Severance from Employment.

(2) [ ] **Mandatory Distribution.** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation.

Amount limit. The Mandatory Distribution maximum amount is equal to *(Choose a., b., or c.; Choose d. if applicable)*:

a. [ ] **$5,000.**

b. [ ] **$1,000.**

c. [ ] **Specify amount: $_____.**

[Note: This election only applies to the Mandatory Distribution maximum amount.]

Automatic IRA rollover. With respect to Mandatory Distributions of amounts that are $1,000 or less, if a Participant makes no election, the amount will be distributed to the Participant unless otherwise elected below.

d. [ ] If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least $_____. *(Specify an amount greater than $0 and less than $1,000.)*

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Application of Rollovers to amount limit. In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 11(a)(2), the Plan *(Choose e. or f.)*:

e. **[ ] Disregards Rollover Contribution Account.**

f. **[ ] Includes Rollover Contribution Account.**

(b) **[X] Default Distribution Methods (6.03).** If the Investment Arrangement Documentation does not specify the distribution which would apply, the following distribution methods are available for a Participant, subject to any limitations in the Plan or the Investment Arrangement Documentation. *(Choose one or more of (1) through (6)):*

(1) **[X] Lump-Sum.**

(2) **[X] Installments only if Participant subject to lifetime RMDs.** A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount.

(3) **[ ] Installments.**

(4) **[ ] Annuity.** Distribution of an Annuity Contract that the Vendor provides or purchases with the Participant's Vested Account Balance.

(5) **[ ] Ad-Hoc distributions.**

(6) **[X] Describe distribution method(s):** other options as allowed by vendor.

[Note: The Employer under Election 11(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 11(b) and/or a combination thereof as to any: (i) Participant group; and/or (ii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 11(b)(6) must: (i) be objectively determinable; and (ii) not be subject to Employer or Plan Administrator discretion.]

(c) **[X] Limitations on Distribution Methods (6.03).** An Investment Arrangement may distribute to a Participant *(Choose (1) or (2) below):*

(1) **[ ]** Under any distribution method available under the Investment Arrangement Documentation.

(2) **[X]** Only under those distribution methods selected in Election 11(b) which are available under the Investment Arrangement Documentation.

(d) **[ ] Delay of Distribution (6.01(B)).** Except as otherwise provided in the Plan (such as Mandatory Distributions and RMDs), distribution to a Participant who has incurred a Severance from Employment will not commence prior to *(Choose (1) or (2))*:

(1) **[ ]** Attainment of age _____.

(2) **[ ]** Describe: _____.

[Note: An Employer's election under Election 11(d) must: (i) be objectively determinable; and (ii) not be subject to Employer or Plan Administrator discretion.]

(e) **[ ] Acceleration.** Notwithstanding any later specified distribution date in this election, a Participant may elect an earlier distribution following Severance from Employment *(Choose one or both of (1) and (2).)*:

(1) **[ ] Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.

(2) **[ ] Hardship.** If the Participant incurs a hardship under Section 6.07(C) following Severance from Employment.

12. IN-SERVICE DISTRIBUTIONS/EVENTS **(6.01(D))**. A Participant may elect an In-Service Distribution based on any of the following events in accordance with Section 6.01(D) *(Choose (a) OR (b).)*:

[Note: If the Employer elects any In-Service Distribution option, a Participant may elect to receive as many In-Service Distributions per Plan Year (with a minimum of one per Plan Year) as the Plan Administrator's In-Service Distribution form or policy may permit. If the form or policy is silent, the number of In-Service Distributions is not limited.]

(a) **[ ] None.** The Plan does not permit any In-Service Distributions except as to any of the following (if applicable): (i) RMDs under Section 6.02 and (ii) Protected Benefits. Also see Section 6.01(D)(5) with regard to Rollover Contributions.

(b) **[X] Permitted.** In-Service Distributions are permitted as follows *(Choose one or more of (1) through (6).)*:

(1) **[X] Age** *(Choose a. or b.)*

a. **[X] Age** 59 1/2 *(must be at least 59 1/2).*

b. **[ ] Upon attaining Normal Retirement Age** *(age 65)*

(2) **[X] Hardship**

(3) **[X] Disability**

(4) **[ ] Qualified Reservist Distribution.** See Section 6.01(D)(10).

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(5) [ ] **Deemed Severance Distribution.** See Section 6.11.

(6) [ ] **Describe:** _____.

[Note: The Employer under Election 12(b)(6) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.). An Employer's election under Election 12(b)(6) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of the Restricted 403(b) Account. See Sections 6.02(E) and 9.02(C)(3).]

13. IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS **(6.01(D))**. The following additional conditions apply to In-Service Distributions under Election 12(b) *(Choose (a), (b) and/or (c) if applicable.)*:

(a) [ ] **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than: $_____ *(specify amount not exceeding $1,000)*.

(b) [ ] **Qualified Roth distribution.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).

(c) [X] **Describe other conditions:** 100% vesting required for accounts that are subject to a vesting schedule

[Note: An Employer's election under Election 13(c) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of the Restricted 403(b) Account. See Section 6.02(E).]

14. PLAN LOANS **(7.06)**. The Employer makes the following elections regarding Plan Loans *(Choose (a) or (b).)*:

(a) [ ] **No Loans.** Plan loans are not permitted.

(b) [X] **Loans allowed.** Plan loans are permitted subject to limitations of the Investment Arrangement Documentation and the Plan's loan policy (if any).

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STANDARD PROVISIONS. The following provisions, which are referenced in the Basic Plan Document, apply to this Plan.

1. **Permitted Investments.** The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and Annuity Contracts under Code §403(b)(1).

2. **ERISA Status.** The Plan's ERISA status is 'intended to be ERISA exempt.' The Plan is a deferral only arrangement with limited Employer involvement which the Employer intends to be exempt from ERISA pursuant to the ERISA Safe Harbor Exemption.

3. **Eligibility/Entry Date (Universal Availability).** An Employee (other than an Excluded Employee) becomes a Participant in the Plan as soon as administratively feasible on or after his/her first day of employment with the Employer.

4. **Normal Retirement Age/Date.** Normal Retirement Age is age 65. Normal Retirement Date means the Anniversary Date coinciding with or next following a Participant's Normal Retirement Age.

5. **Vesting.** All contributions are 100% vested.

6. **Rollovers.** Rollovers may be accepted from all Eligible Employees. Distributions from Accounts attributable to Rollover Contributions may be made at any time.

STANDARD PROVISIONS - DO NOT APPLY. The following provisions, which are referenced in the Basic Plan Document, do not apply to this Plan.

1. **Contribution Types.** This Plan is for Elective Deferrals only. Contribution types other than Elective Deferrals are not permitted.

2. **Automatic Deferral/Automatic Escalation.** Provisions relating to Automatic Deferrals and Automatic Escalation do not apply.

3. **Early Retirement.** There are no early retirement provisions.

4. **Joint And Survivor Annuity Requirements.** The joint and survivor annuity distribution requirements do not apply.

5. **Multiple Employer Plans.** Provisions relating to Multiple Employer Plans do not apply.

6. **Appendices A, B, C.** Appendices A, B and C do not apply. Accordingly, none of the Appendix B elections that are referenced in the basic plan document apply.

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Plan Execution

Employer: Lawton Public Schools

Date: _____

Signed: _____

_____

[print representative name/title]

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

Volume Submitter Practitioner. The Volume Submitter Practitioner identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Volume Submitter Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Volume Submitter Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Volume Submitter Practitioner's intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Volume Submitter Practitioner, please contact the Volume Submitter Practitioner at the following address and telephone number:

Name: National Benefit Services, LLC

Address: 8523 South Redwood Road

West Jordan Utah 84088

Telephone: (801) 532-4000

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403(b) ADOPTION AGREEMENT
ADMINISTRATIVE PROCEDURES ADDENDUM

The following are optional administrative provisions. The Plan Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

AP1. PLAN LOAN PROVISIONS **(7.06)**. *(Complete this question only if loans to Participants are permitted (i.e., if option 14(b) of the Adoption Agreement has been selected). Choose all that apply.)*

(a) **[X] Limitation of Loan Amount.** A Participant *(Choose (1) or (2))*:
- (1) [ ] May not borrow less than $1,000 in any single loan.
- (2) [X] May not borrow less than $ As Permitted by Investment Provider (not more than $1,000) in any single loan.

(b) **[X] Loan Interest Rate.** The interest rate on a Plan loan will be a commercially reasonable rate established by the Administrator unless this option (b) is selected *(Choose (1) or (2))*:
- (1) [ ] **Prime plus.** Fixed at ____% *(insert percentage)* above Wall Street Journal's published prime rate.
- (2) [X] **Specified rate:** As Permitted by Investment Provider.

(c) **[X] Home loan term.** The Plan does not permit the term of a loan to exceed 5 years unless this option (c) is selected. If selected, the maximum loan term for a loan used to acquire a Participant's principal residence will be *(Choose (1) or (2))*:
- (1) [ ] up to 15 years.
- (2) [X] up to As Permitted by Investment Provider years.

(d) **[X] Leaves of absence.** The Plan does not suspend loan payments for any leave of absence unless selected below. If selected, a loan may be suspended for a period of up to one year following an approved leave of absence, or, in the case of a military leave of absence up to the length of military leave. The Plan Administrator will allow suspense of loan payments for the following reasons *(Choose one or more of (1)(a) and (2)(a))*:
- (1) [X] **Military**
  - a. [X] A Participant may suspend loan payments for military leave
- (2) [X] **Non-military**
  - a. [X] A Participant may suspend loan payments for non-military leave

(e) **[X] Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless a Participant is not subject to payroll):
- (1) [ ] payroll deduction for those Participants who are on the Employer's payroll
- (2) [X] ACH (Automated Clearing House)
- (3) [X] check
  - a. [X] Only for prepayment

(f) **[X] Refinancing.** Loan refinancing is not permitted unless option (1) is selected.
- (1) [X] **Loan refinancing is permitted.** A refinance for purposes of the limit on number of loans is *(Choose a. or b.)*:
  - a. [X] Not treated as an additional loan.
  - b. [ ] Treated as an additional loan.

(g) **[X] Purpose** *(Choose (1) or (2))*:
- (1) [X] Any reasonable purpose.
- (2) [ ] May not borrow except for: _____

(h) **[X] Account ordering.** Loan will come first from (Roth, pre-tax deferrals or rollover accounts): *(Choose (1) through (3))*:
- (1) [X] Participant's choice.
- (2) [ ] Plan Administrator's choice.
- (3) [ ] As follows:
  - a. [ ] first: _____
  - b. [ ] second: _____
  - c. [ ] third: _____

(i) **[X] Directed/general Plan investment** *(Choose (1) or (2))*:
- (1) [X] Directed.
- (2) [ ] General.

(j) **[X] Charges.** *(Choose (1) or (2))*:
- (1) [X] apply to borrower's account.
- (2) [ ] apply to overall Plan or Employer pays.

(k) **[X] Loan acceleration.** Upon the following *(Choose one or more of (1) and (2))*:
- (1) [ ] Separation/severance. Not applicable to parties in interest. All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.
- (2) [X] Plan termination.

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(l) [X] **Loan Default.** *(Choose one or more of (1) through (3))*:
- (1) [X] Grace period. *(Choose a. or b.)*:
  - a. [X] Maximum grace period applies.
  - b. [ ] No grace period.
- (2) [ ] Includes false statements
- (3) [X] No new loan if *(Choose a. or b.)*:
  - a. [ ] Current default.
  - b. [X] Current or prior default.

(m) [X] **Terminated employees.** Loans to terminated employees *(Choose (1) or (2))*:
- (1) [X] are allowed
- (2) [ ] are not allowed

(n) [X] **Limit on number of loans.** There is no limit on the number of outstanding loans a Participant may have unless this option (n) is selected *(Choose (1) or (2))*:
- (1) [ ] One
- (2) [X] Specify: As Permitted by Investment Provider

(o) [ ] **Limitation on sources.** In determining the maximum amount a Participant can borrow, the Plan will take into consideration only the following accounts subject to limitations of the Investment Arrangement Documentation: (Choose one or more of (1) through (3) as applicable.)
- (1) [ ] Pre-Tax Elective Deferrals
- (2) [ ] Roth Elective Deferrals
- (3) [ ] Rollovers

AP2. ELECTIVE DEFERRAL PROCEDURES. Participants may commence Elective Deferrals on the effective date of participation.

Subsequent elections. Participants may modify or make new Elective Deferral elections:

(a) [X] as of each payroll period
(b) [ ] on the first day of each month
(c) [ ] on the first day of each Plan Year quarter
(d) [ ] on the first day of the Plan Year or the first day of the 7th month of the Plan Year
(e) [ ] other: _____ (must be at least once each calendar year)

Irregular pay (e.g., bonuses). Unless the Administrator has implemented separate procedures or selected below, a Participant is permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will not apply to such irregular pay.

(f) [X] A Participant's existing Elective Deferral election will apply to irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes) unless the Participant makes a different Elective Deferral election for such irregular pay.

(g) [ ] A Participant is not permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will apply to such irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes).

Escalation (leave blank if not applicable)

(h) [ ] Include option on Elective Deferral Agreement for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:

Escalation amount. A Participant's Affirmative Election will increase by:
- (1) [ ] _____% of Compensation
  - a. [ ] up to a maximum of _____% of Compensation (leave blank if no limit)
- (2) [ ] other: _____

Timing of escalation. The escalation will apply as of:
- (3) [ ] first day of each Plan Year
- (4) [ ] anniversary of date of participation
- (5) [ ] other: _____

First period of application. Unless selected below, the escalation provision above will apply as of the second period specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.
- (6) [ ] The escalation provision will apply as of the first period after the Participant first has contributions made pursuant to a default election.

Suspended Elective Deferrals. If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan (e.g., due to a safe harbor hardship distribution or distribution due to military leave covered by the HEART Act), then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.

(i) [ ] the Participant's Affirmative Election will resume after the suspension period.
(j) [ ] the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

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Lapse of Affirmative Elections. Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

(k) [ ] Affirmative Elections lapse at the end of each Plan Year.

AP3. BENEFICIARY HARDSHIP DISTRIBUTION. Hardship distributions for the qualifying expenses of a Participant's Beneficiary (Section 6.07(C)) are not permitted unless selected below:

(a) [ ] Hardship distributions for the qualifying needs of the Participant's Beneficiary are permitted.

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Plan Execution

Employer: Lawton Public Schools

Date: 3/30/2020	3/30/2020
Signed:	Paula Dichl
CFO	Director of Payroll
Lance Gibbs	[print representative name/title] Paula Dichl

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

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Name: National Benefit Services, LLC

Address: 8523 South Redwood Road

West Jordan Utah 84088

Telephone: (801) 532-4000

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ADOPTING RESOLUTION

The undersigned authorized representative of Lawton Public Schools (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on the date specified below, and that such resolutions have not been modified or rescinded as of the signature date below:

RESOLVED, that the form of amended 403(b) Plan effective January 1, 2010, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto is a true copy of Lawton Public Schools 403(b) Plan as amended and restated.

Date: 3/30/2020

By: Lance Gibbs
CFO

Paula J. Diehl
Director of Payroll
[print name/title]

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APPENDIX D – 403(B) INVESTMENT ARRANGEMENT LIST

Investment Arrangement	Employer Remits Contributions to the following Vendors and Investment Arrangements	Previously approved for the receipt of Plan contributions but are NOT currently approved	Information Sharing Agreement. Vendors approved for Contract exchanges under Section 9.06(B)(3)
☒ American Century Investments	☒	☐	☒
☒ American Fidelity Assurance Company	☒	☐	☒
☐ American Funds*	☐	☐	☐
☐ American United Life (AUL)*	☐	☐	☐
☐ Americo Financial Life and Annuity Insurance Company	☐	☐	☐
☒ Ameriprise Financial Inc.	☒	☐	☒
☐ Ameritas Life Insurance Corporation*	☐	☐	☐
☐ Annuity Investors Life Insurance Company	☐	☐	☐
☒ Aspire Financial (Formerly 403b ASP)	☒	☐	☒
☐ Athene USA (formerly AVIVA)*	☐	☐	☐
☒ AXA	☒	☐	☒
☐ Brighthouse Financial (formerly Metlife of Ct, Metlife Ins. Co USA, Travelers)	☐	☐	☐
☐ CalSTRS Pension 2 (VOYA)	☐	☐	☐
☐ CTA (California Teachers Assoc)	☐	☐	☐
☐ CUSO Financial Services L.P.*	☐	☐	☐
☐ Encompass	☐	☐	☐
☐ Fidelity Investments Institutional Services Com.	☐	☐	☐
☐ Fidelity Security Life Insurance Company	☐	☐	☐
☐ FPS Trust FBO IPX	☐	☐	☐
☐ Foresters Financial Services (First Investors)	☐	☐	☐
☒ Franklin Templeton Investments*	☒	☐	☒
☐ FTJ FundChoice, LLC	☐	☐	☐
☐ Global Atlantic (formerly Commonwealth Annuity)	☐	☐	☐
☒ Great American Life Insurance Company (GALIC)	☒	☐	☒
☐ GWN Securities, Inc	☐	☐	☐
☐ Hartford Life Inc	☐	☐	☐
☒ Horace Mann Investors, Inc,	☒	☐	☒
☐ Horace Mann Life Insurance Company	☐	☐	☐
☐ ILIAC (Oklahoma Teachers Retirement Systems)*	☐	☐	☐
☐ SBL-Industrial-Alliance Pacific Life Ins Co, US Branch	☐	☐	☐
☐ ISC Group Inc.	☐	☐	☐
☐ Jefferson National Life Insurance	☐	☐	☐
☐ Kansas City Life	☐	☐	☐
☐ Global Atlantic (Kemper Investors)	☐	☐	☐
☒ Legend Group, Inc.	☒	☐	☒
☐ Lincoln Investment Planning, Inc.	☐	☐	☐

nbs national benefit services

APPENDIX D – 403(B) INVESTMENT ARRANGEMENT LIST

Investment Arrangement	Employer Remits Contributions to the following Vendors and Investment Arrangements	Previously approved for the receipt of Plan contributions but are NOT currently approved	Information Sharing Agreement. Vendors approved for Contract exchanges under Section 9.06(B)(3)
☐ Lincoln National Life Insurance Co (Lincoln Financial Group)	☐	☐	☐
☐ Mass Mutual Life Insurance	☐	☐	☐
☒ MetLife (formerly Metlife Investors, MetLife Resources)	☒	☐	☒
☐ Midland National	☐	☐	☐
☐ Modern Woodmen of America	☐	☐	☐
☒ National Life Group	☒	☐	☒
☐ New York Life Ins. & Annuity Corp.	☐	☐	☐
☐ North American Company for Life and Health	☐	☐	☐
☐ Oppenheimer Funds Distributor, Inc	☐	☐	☐
☐ Pacific Life Insurance Company*	☐	☐	☐
☐ PFS Investments Inc (Primerica)	☐	☐	☐
☐ PlanMember Services Corp (UMB Bank)	☐	☐	☐
☐ Putnam Investments	☐	☐	☐
☐ Security Benefit Group	☐	☐	☐
☐ Symetra Life Insurance Company*(effective 2/1/2017, no new accounts)	☐	☐	☐
☐ Thrivent Financial for Lutherans	☐	☐	☐
☐ Thrivent Mutual Funds (Thrivent Investment Management Inc.)	☐	☐	☐
☐ TIAA*	☐	☐	☐
☐ Transamerica Life Insurance Company (Transmark/AUL)	☐	☐	☐
☒ USAA Investment Management Company*	☒	☐	☒
☐ USAA Life Insurance Company*	☐	☐	☐
☐ USI Consulting*	☐	☐	☐
☐ VALIC	☐	☐	☐
☐ Vanguard Fiduciary Trust (Vanguard Group)	☐	☐	☐
☒ VOYA (ING Life Insurance & Annuity Company)	☒	☐	☒
☒ VOYA (ReliaStar Life Insurance Company)	☒	☐	☒
☒ Waddell & Reed, Inc	☒	☐	☒
☐ Western National Life Insurance Company*	☐	☐	☐
☐ Western United Life Assurance Company	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐

ADMINISTRATIVE FUNCTION DELEGATION. The administrative functions listed below are delegated as shown. *[Make at least one selection for each item below. Do not specify the* Employer *or the* Plan Administrator *(if the Plan Administrator is either the Employer or selected by the Employer) for any function involving discretion.]*

		Employer	Plan Administrator	Vendor	Other (Specify)
a.	Determining employee eligibility to participate	[X]	[ ]	[ ]	[ ]
b.	Determining whether deferrals comply with plan limits and are correctly calculated	[X]	[ ]	[ ]	[X] TPA
c.	Determining whether hardship distributions and loans (if any) comply with plan requirements	N/A	[ ]	[ ]	[X] TPA
d.	Make determinations regarding rollovers and transfers	N/A	[ ]	[ ]	[X] TPA
e.	Determining the status of domestic relations orders	N/A	[ ]	[ ]	[X] TPA
f.	Determining whether the plan complies with Code §403(b), taking into account the rules concerning Related Employers	[X]	[ ]	[ ]	[ ]
g.	Determining employer status (e.g., type of employer, related employer status)	[X]	[ ]	[ ]	[ ]
h.	Remitting contributions	[X]	[ ]	[ ]	[X]
i.	Delivery of participant notice	[X]	[ ]	[X]	[X] TPA
j.	Maintain employee records	[X]	[ ]	[ ]	[X] TPA
k.	Review and process claims	N/A	[ ]	[X]	[X] TPA
l.	Communication with vendor(s)	[X]	[	[X]	[X] TPA

m. Describe: _____

[On line m. enter other delegated functions and the parties to whom they are delegated, or specify restrictions which apply to one or more functions (e.g., the Vendor will determine if a participant qualifies for a hardship distribution but the Plan Administrator will determine whether loans exceed Code limitations).]

Effective Date of this Appendix D: January 1, 2020

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DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Volume Submitter 403(b) Plan
FFN: 315D2540722-001 Case: 201500612 EIN: 20-3886993
Letter Serial No: J500612a
Date of Submission: 05/01/2015

NATIONAL BENEFIT SERVICES LLC
8523 SOUTH REDWOOD ROAD
WEST JORDAN, UT 84088

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2017

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 403(b) of the Internal Revenue Code for use by eligible employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each eligible employer who adopts this plan.

This letter considers the changes contained in the final regulations under Code section 403(b) (sections 1.403(b)-1 through 1.403(b)-11) that were published on July 26, 2007 (72 FR 41128) and the applicable requirements of the 2012 Cumulative List of Changes in Plan Qualification Requirements contained in Notice 2012-76, 2012-62 I.R.B. 775.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an eligible employer's plan satisfies Code section 403(b). However, an eligible employer that adopts this plan may rely on this letter with respect to the satisfaction of its plan under Code section 403(b), as provided for in Rev. Proc. 2013-22, 2013-18 I.R.B. 985, and outlined below. An eligible employer that adopts this Code section 403(b) volume submitter plan may rely upon an advisory letter issued for the plan that the form of the adopting eligible employer's plan satisfies the requirements of Code section 403(b) except (i) to the extent that the employer modifies the terms of the approved specimen plan (other than by selecting options that are permitted under the terms of the approved specimen plan) and (ii) if the plan is not a Code section 414(d) governmental plan or a plan of a Church or Qualified Church Controlled Organization (QCCO) as defined in Rev. Proc. 2013-22 with respect to whether nonelective contributions under the plan satisfy the requirements of Code sections 401(a)(4) and 410(b). The terms of the plan must be followed in operation.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 570 U.S. 12 (2013), which invalidated that section, except to the extent that the definition of spouse is relevant for purposes of required minimum distributions under Code section 401(a)(9) and spousal rollover rights under Code section 402(c)(9).

In general our opinion may not be relied on with respect to the requirements of Code section 415 if the adopting eligible employer or any of its related employers maintains another Code section 403(b) plan covering any of the same participants as this Code section 403(b) plan. For this purpose, the term "related employers" means all employers that are aggregated with the adopting eligible employer under Code sections

414(b) and (c) (each as modified by IRC 415(h)), (m), and (o), including Regulation 1.414(c)-5. See Regulations 1.415(c)-1(d) and 1.415(f)-1(f) for special rules applicable to Code section 403(b) plans.

This letter may not be relied upon with respect to issues of an inherently factual nature.

This letter does not rule on whether this plan meets any requirements of a multiple employer plan.

This letter does not express an opinion with respect to the terms of any investment arrangements under the plan of any adopting eligible employer or any other documents that may be incorporated by reference into an adopting eligible employer's plan. In the event of any conflict between the terms of the plan and the terms of investment arrangements under the plan (or any other documents incorporated by reference into the plan) the terms of the plan shall govern.

This letter does not express an opinion, and may not be relied upon, with respect to whether any plan is subject to the requirements of Title I of ERISA or whether a plan satisfies any of those requirements.

Our opinion does not constitute a determination that the plan is a Code section 414(d) governmental plan or that the adopting employer is a Church or QCCO.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting eligible employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,

Karen D. Truss
Director, Employee Plans Rulings and Agreements

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Volume Submitter 403(b) Plan
FFN: 315D2540722-002 Case: 201500619 EIN: 20-3886993
Letter Serial No: J500634a
Date of Submission: 05/01/2015

NATIONAL BENEFIT SERVICES LLC
8523 SOUTH REDWOOD ROAD
WEST JORDAN, UT 84088

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2017

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 403(b) of the Internal Revenue Code for use by eligible employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each eligible employer who adopts this plan.

This letter considers the changes contained in the final regulations under Code section 403(b) (sections 1.403(b)-1 through 1.403(b)-11) that were published on July 26, 2007 (72 FR 41128) and the applicable requirements of the 2012 Cumulative List of Changes in Plan Qualification Requirements contained in Notice 2012-76, 2012-62 I.R.B. 775.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an eligible employer's plan satisfies Code section 403(b). However, an eligible employer that adopts this plan may rely on this letter with respect to the satisfaction of its plan under Code section 403(b), as provided for in Rev. Proc. 2013-22, 2013-18 I.R.B. 985, and outlined below. An eligible employer that adopts this Code section 403(b) volume submitter plan may rely upon an advisory letter issued for the plan that the form of the adopting eligible employer's plan satisfies the requirements of Code section 403(b) except (i) to the extent that the employer modifies the terms of the approved specimen plan (other than by selecting options that are permitted under the terms of the approved specimen plan) and (ii) if the plan is not a Code section 414(d) governmental plan or a plan of a Church or Qualified Church Controlled Organization (QCCO) as defined in Rev. Proc. 2013-22 with respect to whether nonelective contributions under the plan satisfy the requirements of Code sections 401(a)(4) and 410(b). The terms of the plan must be followed in operation.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 570 U.S. 12 (2013), which invalidated that section, except to the extent that the definition of spouse is relevant for purposes of required minimum distributions under Code section 401(a)(9) and spousal rollover rights under Code section 402(c)(9).

In general our opinion may not be relied on with respect to the requirements of Code section 415 if the adopting eligible employer or any of its related employers maintains another Code section 403(b) plan covering any of the same participants as this Code section 403(b) plan. For this purpose, the term "related employers" means all employers that are aggregated with the adopting eligible employer under Code sections

414(b) and (c) (each as modified by IRC 415(h)), (m), and (o), including Regulation 1.414(c)-5. See Regulations 1.415(c)-1(d) and 1.415(f)-1(f) for special rules applicable to Code section 403(b) plans.

This letter may not be relied upon with respect to issues of an inherently factual nature.

This letter does not rule on whether this plan meets any requirements of a multiple employer plan.

This letter does not express an opinion with respect to the terms of any investment arrangements under the plan of any adopting eligible employer or any other documents that may be incorporated by reference into an adopting eligible employer's plan. In the event of any conflict between the terms of the plan and the terms of investment arrangements under the plan (or any other documents incorporated by reference into the plan) the terms of the plan shall govern.

This letter does not express an opinion, and may not be relied upon, with respect to whether any plan is subject to the requirements of Title I of ERISA or whether a plan satisfies any of those requirements.

Our opinion does not constitute a determination that the plan is a Code section 414(d) governmental plan or that the adopting employer is a Church or QCCO.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting eligible employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,

Karen D. Truss
Director, Employee Plans Rulings and Agreements

NATIONAL BENEFIT SERVICES, LLC
NON-ERISA 403(b) VOLUME SUBMITTER PLAN

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NATIONAL BENEFIT SERVICES, LLC
NON-ERISA 403(b) VOLUME SUBMITTER PLAN
BASIC PLAN DOCUMENT #22

National Benefit Services, LLC, in its capacity as Volume Submitter Practitioner, sponsors this Volume Submitter Plan intended to conform to and qualify under §403(b) of the Internal Revenue Code of 1986, as amended. An Employer establishes a Plan under this Volume Submitter Plan by executing an Adoption Agreement. When any provisions of this Volume Submitter Plan or the Adoption Agreement is marked "RESERVED," that means that the provision was deliberately omitted but section numbering was retained to help maintain consistency.

ARTICLE 1. DEFINITIONS

1.01 Account. Account means the account(s) maintained for the benefit of any Participant, Beneficiary, or Alternate Payee under one or more Investment Arrangements. Unless required due to an Investment Arrangement, the term "separate Account" means a separate accounting for recordkeeping purposes.

1.02 Account Balance. Account Balance means the total benefit to which a Participant, Beneficiary, or Alternate Payee is entitled under an Investment Arrangement, taking into account all contributions made to the Investment Arrangement and all earnings or losses (including expenses) that are allocable to the Account, any Rollover Contributions or transfers held under the Account, and any distribution made to the Participant, the Beneficiary, or an Alternate Payee. The Account Balance includes any part of the Account that is treated under the Plan as a separate contract to which Code §403(c) (or another applicable provision of the Code) applies. In the case of an Annuity Contract that provides additional benefits, to the extent required under the Code, such term also will include the actuarial value of the Participant's vested interest in such other benefits as determined by the Vendor.

1.03 Accumulated Benefit. Accumulated Benefit means the sum of a Participant's, Beneficiary's or Alternate Payee's Account Balances under all Investment Arrangements under the Plan.

1.04 Adoption Agreement. Adoption Agreement means the document executed by each Employer adopting this Plan. References to Adoption Agreement within this basic plan document are to the Adoption Agreement as completed and executed by a particular Employer unless the context clearly indicates otherwise. An adopting Employer's Adoption Agreement and this basic plan document together constitute a single Plan of the Employer. The Plan also includes any Investment Arrangement, and such other list(s), policies and procedures, or written document(s) (such as loan policies or service contracts), which, when properly executed or otherwise put into effect fully describe the Plan and practice of the Employer with respect to the Plan from and after the later of the initial Effective Date or restated Effective Date as set forth in the Adoption Agreement, to the extent such items do not conflict with the terms of this basic plan document and the Adoption Agreement. Each elective provision of the Adoption Agreement corresponds (by its parenthetical section reference) to the section of the Plan which grants the election. All "Section" references within an Adoption Agreement are to the basic plan document. All "Election" references within an Adoption Agreement are Adoption Agreement references. The Employer or Plan Administrator to facilitate Plan administration or to generate written policies or forms for use with the Plan may maintain one or more administrative checklists as an attachment to the Adoption Agreement or otherwise. Any such checklists are not part of the Plan.

1.05 Advisory Letter. Advisory Letter means an IRS issued advisory letter as to the acceptability of the form of a Volume Submitter Plan. For further description of advisory letters, see IRS Rev. Proc. 2013-22.

1.06 Annuity Contract. Annuity Contract means a nontransferable group or individual contract as defined in Code §§403(b)(1) and 401(g), established for each Participant by the Employer, or by each Participant individually, that is issued by an Insurance Company qualified to issue annuities in a State and that includes payment in the form of an annuity. See Section 8.03. In the case of an Annuity Contract, the term "Individual Account" when used under the Plan will include individual annuity certificates issued on behalf of a Participant or Beneficiary, in addition to individual Annuity Contracts.

1.07 Appendix. Appendix means one of the Appendices to an Adoption Agreement which are expressly authorized by the Plan and as part of the Plan, are covered by the Plan's Advisory Letter. The Appendices are part of the Adoption Agreement.

1.08 Beneficiary. Beneficiary means a person or entity designated by a Participant or by the Plan who is or may become entitled to a benefit under the Plan upon the Participant's death, as identified under the terms governing each Investment Arrangement or in other records maintained under the Plan. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Vendor has fully distributed to the Beneficiary his/her Plan benefit. A Beneficiary's right to (and the Plan Administrator's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.09 Church. Church means an organization described in Code §3121(w)(3)(A), and generally refers to a church, a convention or association of churches, or an elementary, secondary school or seminary that is controlled, operated, or principally supported by a church or a convention or association of churches. A Church also includes a QCCO. Church does not include any other organization, whether or not that organization is controlled by or associated with a Church, as so defined.

Church-Related Organization. A Church-Related Organization means a church or convention or association of churches or other organization described in Code §414(e)(3)(A).

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Church Plan. Church Plan means a plan described in Code §414(e).

Qualified Church-Controlled Organization or QCCO. "Qualified Church-Controlled Organization" (QCCO) means an organization described in Code §3121(w)(3)(B), and generally refers to any church controlled, tax-exempt organization described in Code §501(c)(3), other than an organization which:

Offers goods, services, or facilities for sale, other than on an incidental basis, to the general public, other than goods, services, or facilities which are sold at a nominal charge which is substantially less than the cost of providing such goods, services, or facilities; and

Normally receives more than 25% of its support from either: (a) governmental sources, or (b) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses, or both.

Non-Qualified Church-Controlled Organization or Non-QCCO. Non-Qualified Church-Controlled Organization (Non-QCCO) means a church-controlled, tax-exempt organization described in Code §501(c)(3) that is not a Church or a QCCO.

1.10 **Code.** Code means the Internal Revenue Code of 1986, as amended and includes applicable IRS Guidance.

1.11 **Compensation.**

(A) Uses and Context. Any reference in the Plan to Compensation is a reference to the definition in this Section 1.11 unless the Plan reference, or the Employer in its Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. The Employer in its Adoption Agreement may elect to allocate contributions based on Compensation within a specified 12 month period which ends within a Plan Year.

(B) Base Definitions and Modifications. The Employer in its Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in its Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article 3. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

(1) **W-2 Wages.** W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Appendix B to its Adoption Agreement may elect to exclude from W-2 Compensation certain Employer paid or reimbursed moving expenses as described therein.

(2) **Code §3401(a) Wages (income tax wage withholding).** Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) **Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)).** Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

(a) **Deferred compensation/SEP/SIMPLE.** Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a SIMPLE retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

(b) **Option exercise.** Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

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(c) **Sale of option stock.** Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

(d) **Other amounts that receive special tax benefits.** Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

(e) **Other similar items.** Other items of remuneration which are similar to any of the items in Sections (3)(a) through (d).

(4) **Alternative (general) 415 Compensation.** The Employer in Appendix B to its Adoption Agreement may elect to apply the 415 definition of Compensation in Treas. Reg. §1.415(c)-2(a). Under this definition, Compensation means as defined in Section (3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in the Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) Deemed 125 Compensation. Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage. Compensation under this Section 1.11 does not include Deemed 125 Compensation, unless the Employer in Appendix B to its Adoption Agreement elects to include Deemed 125 Compensation under this Section 1.11.

(D) Elective Deferrals. Compensation under Section 1.11 includes Elective Deferrals unless the Employer in its Adoption Agreement elects to exclude Elective Deferrals. In addition, for purposes of making Elective Deferrals, Compensation means as defined in Section 1.11 and as the Employer elects in its Adoption Agreement.

(E) Compensation Dollar Limitation. For any Plan Year, the Plan Administrator in allocating contributions under Article 3, cannot take into account more than $270,000 (or for years after 2017, such larger amount as the IRS may prescribe pursuant to an adjustment made in the same manner as under Code §415(d)) of any Participant's Compensation. Notwithstanding the foregoing, an Employee under a 403(b) Plan may make Elective Deferrals with respect to Compensation which exceeds the Plan Year Compensation limitation, provided such Elective Deferrals otherwise satisfy the Elective Deferral Limit and other applicable Plan limitations. In applying any Plan limitation on the amount of Matching Contributions or any Plan limit on Elective Deferrals which are subject to Matching Contributions, where such limits are expressed as a percentage of Compensation, the Plan Administrator may apply the Compensation limit under this Section (E) annually, even if the Matching Contribution formula is applied on a per pay period basis or is applied over any other time interval which is less than the full Plan Year or the Plan Administrator may pro rate the Compensation limit. The limit under this Section (E) shall not apply to a plan maintained by a Church.

(1) **Grandfathered Governmental Plan limit.** For a restated Governmental Plan, this Section (E) will not apply to an eligible Participant to the extent it would reduce the Participant's Compensation taken into account to an amount less than the amount allowed under the Plan as in effect on July 1, 1993. An "eligible Participant" is a Participant who first became a Participant during a Plan Year beginning before January 1, 1996 (or, if earlier, the first Plan Year in which the Employer amended the Plan to reflect the limitation of Code §401(a)(17)).

(F) [Reserved]

(G) Excluded Compensation. Excluded Compensation means such Compensation as the Employer in its Adoption Agreement elects to exclude for purposes of this Section 1.11. Regardless of the definition of Compensation selected in the Adoption Agreement, the Plan Administrator may adopt a uniform policy for purposes of determining the amount of a Participant's Elective Deferrals of excluding non-cash Compensation. For purposes of this Section (G), non-cash Compensation means tips, fringe benefits, and other items of Compensation not regularly paid in cash or cash equivalents, or for which the Employer does not or may not have the ability to withhold Elective Deferrals in cash for the purpose of transmitting the Elective Deferrals to the Plan pursuant to the Participant's Deferral Election. Unless otherwise specified, the Plan Administrator shall determine the amount of a Participant's Compensation (for purposes of allocations), by disregarding Excluded Compensation.

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(H) Pre-Entry Compensation. The Employer in its Adoption Agreement for allocation purposes must elect Participating Compensation or Plan Year Compensation as to some or all Contribution Types.

(1) **Participating Compensation.** Participating Compensation means Compensation only for the period during the Plan Year in which the Participant is a Participant in the overall Plan, or as to a Contribution Type as applicable. If the Employer in its Adoption Agreement elects Participating Compensation, the Employer will elect whether to apply the election to all Contribution Types or only to particular Contribution Type(s).

(2) **Plan Year Compensation.** Plan Year Compensation means Compensation for a Plan Year, including Compensation for any period prior to the Participant's Entry Date in the overall Plan or as to a Contribution Type as applicable. If the Employer in its Adoption Agreement elects Plan Year Compensation, the Employer will elect whether to apply the election to all Contribution Types or only to particular Contribution Type(s).

(I) Post-Severance Compensation. Compensation includes Post-Severance Compensation to the extent the Employer elects in its Adoption Agreement or as the Plan otherwise provides. Post–Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section (I). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section (I), and may also include salary continuation for military service and/or for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section (I) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) **Timing.** Post-Severance Compensation includes regular pay, leave cash-outs, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) **Regular pay.** Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(b) **Leave cash-outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's severance from employment.

(c) **Deferred compensation.** As used in this Section (I), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the deferred compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) **Salary continuation for disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)). This Section (2) will apply, as the Employer elects in its Adoption Agreement, either just to NHCEs (who are NHCEs immediately prior to becoming disabled) or to all Participants for a fixed or determinable period specified in the Adoption Agreement.

(J) [Reserved]

(K) Deemed Disability Compensation. The Plan does not include Deemed Disability Compensation under Code §415(c)(3)(C) unless the Employer in its Adoption Agreement elects to make Employer Contributions with respect to Deemed Disability Compensation under this Section (K). Deemed Disability Compensation is the Compensation the Participant would have received for the year if the Participant were paid at the same rate as applied immediately prior to the Participant becoming permanently and totally disabled (as defined in Code §22(e)(3)) if such deemed compensation is greater than actual Compensation as determined without regard to this Section (K). This Section (K) applies only if the affected Participant is an NHCE immediately prior to becoming disabled (or the Adoption Agreement election provides for the continuation of contributions on behalf of all such disabled participants for a fixed or determinable period) and all contributions made with respect to Compensation under this Section (K) are immediately Vested.

(L) Differential Wage Payments. Unless the Employer otherwise elects in Appendix B to its Adoption Agreement, the Plan will treat Differential Wage Payments as Compensation for all Plan contribution and benefit purposes.

(M) Includible Compensation. Includible Compensation means the Employee's Compensation received from the Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to Code §911, relating to United States citizens or residents living abroad), including Differential Wage Payments, for the most

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recent period that is a Year of 403(b) Service. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in the Employee's gross income but for the rules of Code §§125, 132(f)(4), 402(e)(2), 402(h)(1)(B), 402(k), or 457(b). Includible Compensation does not include any Compensation received during a period when the Employer is not an Eligible Employer or any Compensation, other than Post-Severance Compensation, paid after Severance of Employment. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in Treas. Reg. §1.401(a)(17)-1(d)(4)(ii) with respect to eligible participants in governmental plans, the amount of Includible Compensation of any Participant taken into account in determining contributions will not exceed $270,000, as adjusted for cost-of-living increases in accordance with Code §401(a)(17)(B) for periods after 2017.

(N) Deemed Includible Compensation. Deemed Includible Compensation is determined on a monthly basis. A former Employee's Deemed Includible Compensation for any month is 1/12 of the amount of Compensation the former Employee received from the Employer that is includible in gross income for the most recent period (ending not later than the close of the Taxable Year) which constitutes one Year of 403(b) Service. Deemed Includible Compensation will be determined in accordance with the rules for determining Includible Compensation and in accordance with Treas. Reg. §1.403(b)-4(d). The first month in which a former Employee has Deemed Includible Compensation is the month after the Employee Separates from Service. The Deemed Includible Compensation shall continue until the last day of the fifth Taxable Year which begins after the Employee Separates from Service.

1.12 Contribution Types. Contribution Types means the contribution types required or permitted under the Plan as the Employer elects in its Adoption Agreement.

1.13 Custodial Account/Custodial Agreement. Custodial Account means the group or individual custodial account or accounts, as defined in Code §403(b)(7), established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan. A Custodial Agreement means a separate written agreement between the Participant (or Employer) and the Custodian which sets forth the terms of the Custodian's engagement. See Section 8.04.

1.14 Custodian. Custodian means a bank or person who qualifies as a non-bank custodian under Code §401(f)(2) and who accepts the position of Custodian by executing the Adoption Agreement or by executing a separate Custodial Agreement.

1.15 Defined Contribution Plan. Defined Contribution Plan means a retirement plan which provides for an individual account for each Participant and for benefits based solely on the amount contributed to the Participant's Account, and on any Earnings, expenses, and forfeitures which the Plan may allocate to such Participant's Account.

1.16 Defined Benefit Plan. Defined Benefit Plan means a retirement plan which does not provide for individual accounts for Employer contributions and which provides for payment of determinable benefits in accordance with the plan's formula.

1.17 Denominational Service. Denominational Service means a person's completed years and months in the paid employment of a church or convention or association of churches with which the Employer is associated, and/or in the paid employment of an agency or organization that is exempt from tax under Code §501 and that is controlled by or associated with the church or convention or association of churches with which the Employer is associated. Denominational Service also includes all years of service by a duly ordained, commissioned, or licensed minister of a church. The Participant is responsible to inform the Employer of Denominational Service the Participant wishes the Plan to count.

1.18 Differential Wage Payment. Differential Wage Payment means differential wage payment as defined by Code §3401(h)(2).

1.19 Disability/Disabled. Disabled shall have the meaning provided in the Investment Arrangement. If not defined in the Investment Arrangement, Disabled means unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration. The permanence and degree of such impairment shall be supported by medical evidence. The Employer in Appendix B to its Adoption Agreement can specify a different definition of Disabled which is not inconsistent with the Code and which will apply in place of the definition in the second sentence of this Paragraph. A person who is Disabled has a "Disability."

(A) Administration. For purposes of this Plan, a Participant is disabled on the date the Plan determines the Participant satisfies the definition of Disability. The Plan may require a Participant to submit to a physical examination in order to confirm the Participant's Disability. The provisions of this Section will be applied in a consistent manner. If the Plan satisfies the ERISA Safe Harbor Exemption, the Employer, in any capacity, will not have any discretionary authority to determine if a Participant has a Disability.

1.20 DOL. DOL means the U.S. Department of Labor.

1.21 Earnings. Earnings means the net income, gain or loss earned by a particular Account or with respect to a contribution or to a distribution, as the context requires.

1.22 Educational Organization. Educational Organization means an organization described under Code §170(b)(1)(A)(ii), relating to educational organizations that normally maintain a regular faculty and curriculum and normally have a regularly enrolled body of pupils or students in attendance where the educational activities are regularly carried on.

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1.23 **Effective Date.** The Effective Date of this Plan is the date the Employer elects in its Adoption Agreement. However, as to a particular provision, a different effective date may apply as this basic plan document may provide or as the Employer may elect in its Adoption Agreement, or a Participation Agreement, or in any other document which evidences the action taken. If this Plan restates a previously existing plan, the Effective Date of the provisions of this restatement do not need to be earlier than January 1, 2010. If this Plan is retroactively effective, the provisions of this Plan generally control.

1.24 **Elective Deferrals.** Elective Deferrals means a Participant's Pre-Tax Deferrals, Roth Deferrals, Automatic Deferrals and, as the context requires, Age 50 Catch-Up Deferrals and Qualified Organization Catch-Up Deferrals under the Plan, and which the Employer contributes to the Plan at the Participant's election (or automatically) in lieu of cash compensation. As to other plans, as may be relevant to the Plan, Elective Deferrals means amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457(b), and includes amounts included in the Employee's gross income under Code §402A, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) plan, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457(b) plan.

(A) Pre-Tax Deferral. Pre-Tax Deferral means an Elective Deferral (including a Catch-Up Deferral or an Automatic Deferral) which is not a Roth Deferral.

(B) Roth Deferral. Roth Deferral means an Elective Deferral (including a Catch-Up Deferral or an Automatic Deferral) which a Participant irrevocably designates as a Roth Deferral under Code §402A at the time of deferral and which is subject to income tax when made to the Plan. In the case of an Automatic Deferral, the Plan makes such irrevocable designation in accordance with Section 3.02(B).

(C) Automatic Deferral. See Section 3.02(B)(4)(a).

(D) Age 50 Catch-Up Deferral. See Section 3.02(E)(2).

(E) Qualified Organization Catch-Up Deferral. See Section 3.02(D)(1).

(F) One-time Irrevocable Elections. Contributions made pursuant to a Participant's one-time irrevocable election when he/she is initially eligible to make a salary reduction election are not Elective Deferrals. Contributions made pursuant to a one-time irrevocable election are Mandatory Employee Contributions under Section 1.46.

1.25 **Eligible Employee.** Eligible Employee means an Employee other than an Excluded Employee.

1.26 **Eligible Employer.** Eligible Employer means a State (but only as to a State Employee Performing Services for a Public School), or a Code §501(c)(3) organization as to any employee of the Code §501(c)(3) organization. The term "Employer" also includes any organization other than an organization described in Code §501(c)(3) that employs a minister described in Code §414(e)(5)(A)(i)(II), but solely with respect to the participation in the Plan by the minister, and only if such Employer's participation is approved by the Plan Administrator in accordance with rules and procedures adopted for such purposes. Furthermore, (1) a self-employed minister described in Code §414(e)(5)(A)(i)(I) may only participate in the Plan if the self-employed minister has no Employees, and (2) a minister described in Code §414(e)(5)(A)(i)(II) may participate in the Plan for Elective Deferrals but may only participate in the Plan with respect to Employer Contributions if such minister is an NHCE.

1.27 **Employee.** Except with regard to a Public School, Employee means any common law employee of the Employer. Employee includes, if the Plan is a Church Plan, a minister described in Code §414(e)(5)(A)(i)(II). Employee does not include an independent contractor. See also Section 1.26 with regard to Employers of ministers which are not otherwise Eligible Employers.

(A) Public School. If the Employer is a Public School, then Employee means each individual who is a common law employee of a State performing services for a Public School of the State, including an individual who is appointed or elected. This definition is not applicable unless the Employee's compensation for performing services for a Public School is paid by the State. Further, a person occupying an elective or appointive public office is not an Employee of a Public School unless such office is one to which an individual is elected or appointed and only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State.

(B) Differential Wage Payment. An individual receiving a Differential Wage Payment from the Employer is treated as an Employee of the Employer.

1.28 **Employee Contribution.** Employee Contribution means a Participant's after-tax contribution to an Investment Arrangement which the Participant designates as an Employee Contribution at the time of contribution. Neither an Elective Deferral (Pre-Tax or Roth) nor a Mandatory Employee Contribution is an Employee Contribution.

1.29 **Employer.** Employer means each Signatory Employer, Lead Employer, Related Employer, and Participating Employer as the Plan indicates or as the context requires. The Employer also includes any successor to a Signatory Employer, Lead Employer, or Participating Employer if such Employer agrees to continue to maintain the Plan. Only an Eligible Employer may be the Signatory Employer or Participating Employer.

(A) Signatory Employer. The Signatory Employer is the Employer who establishes a Plan under this Volume Submitter Plan by executing an Adoption Agreement. The Employer for purposes of acting as Plan Administrator, making Plan amendments, restating the Plan, terminating the Plan or performing settlor functions, means the Signatory Employer and

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does not include any Related Employer or Participating Employer. The Signatory Employer also may terminate the participation in the Plan of any Participating Employer upon written notice. The Signatory Employer will provide such notice not less than 30 days prior to the date of termination unless the Signatory Employer determines that the interest of Plan Participants requires earlier termination.

(B) Related Group/Related Employer. A Related Group is a controlled group of corporations (as defined in Code §414(b)), trades or businesses (whether or not incorporated) which are under common control (as defined in Code §414(c)), an affiliated service group (as defined in Code §414(m)) or an arrangement otherwise described in Code §414(o). If the Employer is a governmental employer or a Church, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23. Each Employer/member of the Related Group is a Related Employer. The term "Employer" includes every Related Employer for purposes of crediting Service and Hours of Service, determining Years of Service and Breaks in Service under Articles 2 and 4, determining Separation from Service, applying the coverage test under Code §410(b), applying the Annual Additions Limit to 403(b) plans, applying the definitions of Employee, HCE and Compensation (except as the Employer may elect in its Adoption Agreement relating to allocations), and for any other purpose the Code or the Plan require.

(C) Participating Employer. Participating Employer means a Related Employer (to the Signatory Employer or another Related Employer) which signs the Execution Page of the Adoption Agreement or a Participation Agreement to the Adoption Agreement. Only a Participating Employer (or Employees thereof) may contribute to the Plan. A Participating Employer is an Employer for all purposes of the Plan except as provided in Sections 1.29(A). If Article 10 applies, a Participating Employer includes an unrelated Employer who executes a Participation Agreement. See Section 10.02.

1.30 Employer Contribution. Employer Contribution means a Nonelective Contribution or a Matching Contribution, as the context may require.

1.31 Entry Date. Entry Date means the date(s) the Employer elects in its Adoption Agreement upon which an Eligible Employee who has satisfied the Plan's eligibility conditions and who remains employed by the Employer on the Entry Date commences participation in the Plan or in a part of the Plan. An Employee's Entry Date with regard to Elective Deferrals is the date the Employee becomes a Participant with regard to Elective Deferrals under Article 2.

1.32 EPCRS. EPCRS means the IRS' Employee Plans Compliance Resolution System for resolving plan defects, or any successor program.

1.33 ERISA. ERISA means the Employee Retirement Income Security Act of 1974, as amended, and includes applicable DOL regulations.

1.34 ERISA Plan. Being an ERISA Plan means the Plan is subject to ERISA. This Plan may only be used by a governmental Employer (ERISA §§4(b)(1) and 3(32)) or by a "non-electing" church (ERISA §§4(b)(2) and 3(32)), or if the Plan satisfies the ERISA Safe Harbor Exemption.

(A) ERISA Safe Harbor Exemption. ERISA Safe Harbor Exemption means the exemption established by DOL Reg. §2510.3-2(f), under which the Plan, if otherwise subject to Title I of ERISA, is not an ERISA Plan, as explained in DOL Field Assistance Bulletins 2007-02 and 2010-01 or any other applicable DOL guidance. If the Plan intends to qualify for the ERISA Safe Harbor Exemption, the Plan will allocate the responsibility for performing discretionary determinations that will compromise the exemption to persons other than the Employer. See Section 7.01(H). To qualify for the exemption, there can be no Employer contributions other than Elective Deferrals.

1.35 Excluded Employee. Excluded Employee means, as the Employer elects in its Adoption Agreement, any Employee, or class of Employees, not eligible to participate in the Plan with regard to a specific Contribution Type. The Employer must elect any Excluded Employees in accordance with the Adoption Agreement limitations. The Employer in the Adoption Agreement may designate different groups of Excluded Employees for each Contribution Type. The Adoption Agreement may specify that Employees who fail to make an irrevocable election described in Section 1.24(F) are Excluded Employees, either as to the Plan as a whole or as to Employer Contributions.

(A) Collective Bargaining Employees. If the Employer elects in its Adoption Agreement to exclude collective bargaining Employees from eligibility to participate for purposes other than making Elective Deferrals, the exclusion applies to any Employee included in a unit of Employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more employers if: (1) retirement benefits were the subject of good faith bargaining; and (2) two percent or fewer of the employees covered by the agreement are "professional employees" as defined in Treas. Reg. §1.410(b)-9, unless the collective bargaining agreement requires the Employee to be included within the Plan. The term "employee representatives" does not include any organization more than half the members of which are owners, officers, or executives of the Employer. Regardless of the preceding, the Employer may elect in its Adoption Agreement to exclude collective bargaining Employees from eligibility to participate for purposes of making Elective Deferrals if the Employer maintains another plan that satisfies the universal availability requirements of Code §403(b)(12).

(B) Nonresident Aliens. If the Employer elects in its Adoption Agreement to exclude nonresident aliens from eligibility to participate, the exclusion applies to any nonresident alien Employee who does not receive any earned income, as defined in Code §911(d)(2), from the Employer which constitutes United States source income, as defined in Code §861(a)(3).

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(C) Student Employees. If the Employer elects in its Adoption Agreement to exclude Student Employees, the exclusion applies to students performing services described in Code §3121(b)(10).

(D) Reclassified Employees. A Reclassified Employee is an Excluded Employee for purposes of Employer Contributions (and for purposes of Elective Deferrals if the Employer is a Church) unless the Employer in Appendix B to its Adoption Agreement elects: (a) to include all Reclassified Employees as Eligible Employees; (b) to include one or more categories of Reclassified Employees as Eligible Employees; or (c) to include Reclassified Employees (or one or more groups of Reclassified Employees) as Eligible Employees as to one or more Contribution Types. A Reclassified Employee is any person the Employer erroneously did not treat as a common law employee and it is later determined (irrespective of a binding determination) that the person should have been treated as a common law employee. A person who is an independent contractor is not an Employee or, absent such later determination, a Reclassified Employee, and therefore may not be an Eligible Employee under this Plan.

(E) Employees who normally work less than 20 hours per week. The Employer in its Adoption Agreement may elect to exclude any Employee who normally works less than 20 hours per week. Under this election, an Employee is excluded from the Plan provided (1) for the Initial Eligibility Computation Period, the Employer reasonably expected the Employee to work less than 1,000 Hours of Service in such period; and (2) for each Subsequent Eligibility Computation Period, except as provided below in this Paragraph, the Employee worked less than 1,000 Hours of Service in any preceding Eligibility Computation Period. The provisions of Section 2.02(C) apply by analogy to the determination of Eligibility Computation Periods and Service within an Eligibility Computation Period. The Employer in the Adoption Agreement may select a lesser threshold than 20 hours per week. In that case, the 1,000 Hour of Service requirement will be adjusted pro rata. Except as limited by the following sentence, any Employee who completes more than 1,000 Hours of Service during an Eligibility Computation Period will not be an Excluded Employee under this Section 1.35(E) for any subsequent Plan Year. The preceding sentence does not apply (1) with respect to any contributions if the Employer is a Church, or (2) with respect to Employer Contributions if the Employer is not a Church. For purposes of this exclusion, the Plan Administrator may use any reasonable, consistent method of crediting Hours of Service, regardless of the method elected in the Adoption Agreement for other purposes.

(F) Transition rules. Unless the Employer indicates otherwise in Appendix B to its Adoption Agreement, the Plan excludes for purposes of making Elective Deferrals employees described in Treas. Reg. §1.403(b)-11(d), to the extent and for the time periods specified therein. Under these rules, if the Plan excluded from deferring, on July 26, 2007, certain visiting professors, employees affiliated with a religious order who are under a vow of poverty, or employees who made a one-time election to participate in a Governmental Plan that is not a 403(b) plan, then the Plan may maintain that exclusion during the plan year which began in 2009. Additionally, if the Plan excluded from deferring, on July 26, 2007, certain collective bargaining employees, then the Plan may maintain that exclusion until July 26, 2010, or, if earlier, the date on which the related collective bargaining agreement terminates. If the Plan is a Governmental Plan for which amendment authority rests with a legislative body which meets in session, then the foregoing deadlines are extended to January 1, 2011, or, if earlier, the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after January 1, 2009.

(G) Per Diem Employees. If the Employer elects in its Adoption Agreement to exclude Per Diem Employees, then Employees who are employed on an as-needed basis by the Employer are excluded.

1.36 401(m) Plan. 401(m) Plan means the portion, if any, of the 403(b) plan or another plan the Employer establishes, subject to the requirements of Code §401(m).

1.37 403(b) Plan. 403(b) Plan means this 403(b) plan.

1.38 Governmental Plan. Governmental Plan means a plan maintained by a State and described in Code §414(d).

1.39 HCE. HCE means a highly compensated Employee, defined under Code §414(q) as an Employee who during the preceding Plan Year (or in the case of a short Plan Year, the immediately preceding 12 month period) had Compensation in excess of $80,000 (as adjusted by the IRS for the relevant year) and, if the Employer under its Adoption Agreement makes the top-paid group election, was part of the top-paid 20% group of Employees (based on Compensation for the preceding Plan Year).

(A) Compensation Definition. For purposes of this Section 1.39, "Compensation" means Compensation as defined in Section 4.05(D).

(B) Top-paid Group/Calendar Year Data. The determination of who is an HCE, including the determinations of the number and identity of the top-paid 20% group, must be consistent with Code §414(q) and regulations issued under that Code section. The Employer in its Adoption Agreement may make a calendar year data election to determine the HCEs for the Plan Year, as prescribed by IRS Guidance. A calendar year data election must apply to all plans of the Employer which reference the HCE definition in Code §414(q). For purposes of this Section 1.39, if the current Plan Year is the first year of the Plan, then the term "preceding Plan Year" means the 12-consecutive month period immediately preceding the current Plan Year.

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1.40 **Hour of Service.** Hour of Service means:

(A) Paid and duties. Each Hour of Service for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties. The Plan credits Hours of Service under this Paragraph (A) to the Employee for the computation period in which the Employee performs the duties, irrespective of when paid;

(B) Back pay. Each Hour of Service for back pay, irrespective of mitigation of damages, to which the Employer has agreed or for which the Employee has received an award. The Plan credits Hours of Service under this Paragraph (B) to the Employee for the computation period(s) to which the award or the agreement pertains rather than for the computation period in which the award, agreement or payment is made; and

(C) Payment but no duties. Each Hour of Service for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a computation period, such as leave of absence, vacation, holiday, sick leave, illness, incapacity (including disability), layoff, jury duty or military duty. The Plan will credit no more than 501 Hours of Service under this Paragraph (C) to an Employee on account of any single continuous period during which the Employee does not perform any duties (whether or not such period occurs during a single computation period). The Plan credits Hours of Service under this Paragraph (C) in accordance with the rules of paragraphs (b) and (c) of Labor Reg. §2530.200b-2, which the Plan, by this reference, specifically incorporates in full within this Paragraph (C).

The Plan will not credit an Hour of Service under more than one of the above Paragraphs (A), (B) or (C). A computation period for purposes of this Section 1.40 is the Plan Year, Year of Service period, Break in Service period or other period, as determined under the Plan provision for which the Plan is measuring an Employee's Hours of Service. The Plan will resolve any ambiguity with respect to the crediting of an Hour of Service in favor of the Employee.

(D) Method of Crediting Hours of Service. The Employer must elect in its Adoption Agreement the method the Plan will use in crediting an Employee with Hours of Service and the purpose for which the elected method will apply.

(1) **Actual Method.** Under the Actual Method as determined from records, an Employee receives credit for Hours of Service for hours worked and hours for which the Employer makes payment or for which payment is due from the Employer.

(2) **Equivalency Method.** Under an Equivalency Method, for each equivalency period for which the Plan would credit the Employee with at least one Hour of Service, the Plan will credit the Employee with: (1) 10 Hours of Service for a daily equivalency; (2) 45 Hours of Service for a weekly equivalency; (3) 95 Hours of Service for a semimonthly payroll period equivalency; and (4) 190 Hours of Service for a monthly equivalency.

(3) **Elapsed Time Method.** Under the Elapsed Time Method, an Employee receives credit for Service for the aggregate of all time periods (regardless of the Employee's actual Hours of Service) commencing with the Employee's Employment Commencement Date, or with his/her Re-employment Commencement Date, and ending on the date a Break in Service begins. An Employee's Employment Commencement Date or his/her Re-employment Commencement Date begins on the first day he/she performs an Hour of Service following employment or re-employment. In applying the Elapsed Time Method, the Plan will credit an Employee's Service for any Period of Severance of less than 12-consecutive months and will express fractional periods of Service in days.

(a) **Elapsed Time – Break in Service.** Under the Elapsed Time Method, a Break in Service is a Period of Severance of at least 12-consecutive months. In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date the Employee is otherwise absent from Service does not constitute a Break in Service.

(b) **Elapsed Time – Period of Severance.** A Period of Severance is a continuous period of time during which the Employee is not employed by the Employer. The continuous period begins on the date the Employee retires, quits, is discharged, or dies or if earlier, the first 12-month anniversary of the date on which the Employee otherwise is absent from Service for any other reason (including disability, vacation, leave of absence, layoff, etc.).

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(E) Maternity/Paternity Leave/Family and Medical Leave Act. Solely for purposes of determining whether an Employee incurs a Break in Service under any provision of this Plan, the Plan must credit Hours of Service during the Employee's unpaid absence period: (1) due to maternity or paternity leave; or (2) as required under the Family and Medical Leave Act. An Employee is on maternity or paternity leave if the Employee's absence is due to the Employee's pregnancy, the birth of the Employee's child, the placement with the Employee of an adopted child, or the care of the Employee's child immediately following the child's birth or placement. The Plan credits Hours of Service under this Section 1.40(E) on the basis of the number of Hours of Service for which the Employee normally would receive credit or, if the Plan cannot determine the number of Hours of Service the Employee would receive credit for, on the basis of 8 hours per day during the absence period. The Plan will credit only the number (not exceeding 501) of Hours of Service necessary to prevent an Employee's Break in Service. The Plan credits all Hours of Service described in this Section 1.40(E) to the computation period in which the absence period begins or, if the Employee does not need these Hours of Service to prevent a Break in Service in the computation period in which his/her absence period begins, the Plan credits these Hours of Service to the immediately following computation period.

(F) Qualified Military Service. Hour of Service also includes any Service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u).

1.41 Insurance Company. Insurance Company means the insurance company which issues or provides an Annuity Contract used as an Investment Arrangement hereunder.

1.42 Investment Arrangement/Investment Arrangement Documentation. Investment Arrangement means an Annuity Contract or Custodial Account that satisfies the requirements of Treas. Reg. §1.403(b)-3 that is issued or established for funding amounts held under the Plan. Appendix "D" is a list of Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. Investment Arrangement Documentation means the terms and agreements associated with an Investment Arrangement, such as a Custodial Agreement, an Annuity Contract, or other documents that Investment Arrangement Documentation may reference, such as a service agreement. The Investment Arrangement Documentation, excluding those terms that are inconsistent with the Plan or Code §403(b), is hereby incorporated by reference in the Plan. With respect to any Participant, an Investment Arrangement refers to the Investment Arrangement or Investment Arrangements which hold all or part of the Participant's Account.

1.43 IRS. IRS means the Internal Revenue Service. When discussing regulations or other guidance, IRS also includes the United States Treasury. IRS Guidance includes Treasury regulations and other guidance of general applicability appearing in the Internal Revenue Bulletin.

1.44 [Reserved]

1.45 Limitation Year. The Limitation Year means the Calendar Year. However, if the Participant is in control of an Employer pursuant to Section 4.04, the Limitation Year shall be the Limitation Year in the Defined Contribution Plan controlled by the Participant.

1.46 Mandatory Employee Contributions. A Mandatory Employee Contribution is a pre-tax Employee contribution which the Employee agrees to make as a condition of employment. Mandatory Employee Contributions also include contributions made pursuant to an Employee's irrevocable one-time election, as described in Section 1.24(F). Mandatory Employee Contributions are treated as pretax Nonelective Contributions and are 100% Vested at all times.

1.47 Matching Contribution. Matching Contribution means a fixed or discretionary contribution the Employer makes on account of Elective Deferrals or on account of Employee Contributions. Matching Contributions are limited to contributions made on account of Elective Deferrals or Employee Contributions under this Plan unless otherwise specified by the Employer in its Adoption Agreement. Matching Contributions also include Participant forfeitures allocated on account of such Elective Deferrals or Employee Contributions.

(A) Fixed Matching Contribution. Fixed Matching Contribution means a Matching Contribution which the Employer, subject to satisfaction of allocation conditions, if any, must make pursuant to a formula in the Adoption Agreement. Under the formula, the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Elective Deferrals or Employee Contributions eligible for a match.

(B) Discretionary Matching Contribution. Discretionary Matching Contribution means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. The Employer retains discretion over the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "matching formula"), except as the Employer otherwise elects in its Adoption Agreement.

(C) Regular Matching Contribution. A Regular Matching Contribution is a Matching Contribution which is not a Safe Harbor Matching Contribution or an Additional Matching Contribution.

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1.48 **Nonelective Contribution.** Nonelective Contribution means a fixed or discretionary Employer Contribution which is not a Matching Contribution.

(A) Fixed Nonelective Contribution. Fixed Nonelective Contribution means a Nonelective Contribution which the Employer, subject to satisfaction of allocation conditions, if any, must make pursuant to a formula (based on Compensation of Participants who will receive an allocation of the contributions or otherwise) in the Adoption Agreement. See Section 3.04(A)(2).

(B) Discretionary Nonelective Contribution. Discretionary Nonelective Contribution means a Nonelective Contribution which the Employer in its sole discretion elects to make to the Plan. See Section 3.04(A)(1).

(C) QNEC. QNEC means a qualified nonelective contribution which is 100% Vested at all times and which is subject to the distribution restrictions described in Section 6.01(E). Nonelective Contributions are not 100% Vested at all times if the Employee has a 100% Vested interest solely because of his/her Years of Service taken into account under a vesting schedule. Any Nonelective Contributions allocated to a Participant's QNEC Account under the Plan automatically satisfy and are subject to the QNEC definition.

1.49 **NHCE.** NHCE means a nonhighly compensated employee, which is any Employee who is not an HCE.

1.50 **Participant.** Participant means an Eligible Employee who becomes a Participant in accordance with the provisions of Section 2.01. Once an Eligible Employee becomes a Participant, he or she will remain a Participant so long as he or she has an Account in the Plan.

1.51 **Participation Agreement.** Participation Agreement means the Adoption Agreement page or pages or other separate agreement executed by one or more Related Employers (or in a multiple employer plan, other Eligible Employers) to become a Participating Employer.

(A) Permissible variations of participation agreement. The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the Signatory Employer shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the Employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the Employer's Adoption Agreement. To the extent that the participation agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the Signatory Employer. If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the Signatory Employer.

1.52 **Plan.** Plan means the 403(b) Plan established or continued by the Employer in the form of this Volume Submitter Plan, including the Adoption Agreement under which the Employer has elected to establish this Plan. The Plan is not intended to be a Code §§401(a), 403(a) or 457(b) plan. The Employer must designate the name of the Plan in its Adoption Agreement. An Employer may execute more than one Adoption Agreement offered under this Plan, each of which will constitute a separate Plan established or continued by that Employer. The Plan created by each adopting Employer is a separate Plan, independent from the plan of any other employer adopting this Volume Submitter Plan. All section references within this basic plan document are Plan section references unless the context clearly indicates otherwise. The Plan includes any Appendix permitted by the basic plan document or by the Employer's Adoption Agreement and which the Employer attaches to its Adoption Agreement. The Plan Administrator or others, as described more fully in Section 1.53 may perform any action the Plan is to perform hereunder.

(A) Frozen Plan. See Section 3.01(F).

1.53 **Plan Administrator.** Plan Administrator means the person, committee, or organization selected in the Adoption Agreement to administer the Plan. If no Plan Administrator is identified in the Adoption Agreement, then the Employer is the Plan Administrator. Functions of the Plan Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Plan Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of Investment Arrangements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary). If the Employer is the Plan Administrator, any requirement under the Plan for communication between the Employer and the Plan Administrator automatically is deemed satisfied, and the Employer has discretion to determine the manner of documenting any decision deemed to be communicated under this provision. See Section 7.02(F) regarding delegation of authority in general and Section 7.01(H) regarding delegation of authority if the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption.

1.54 **Plan Year.** Plan Year means the consecutive month period the Employer specifies in its Adoption Agreement.

1.55 **Practitioner.** The Practitioner means the Volume Submitter Practitioner identified in the heading to the plan.

1.56 **[Reserved]**

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1.57 **Public School.** Public School means a State-sponsored Educational Organization.

1.58 **QDRO.** QDRO means a qualified domestic relations order under Code §414(p). A "domestic relations order" is a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights of a spouse or former spouse, child, or other dependent, made pursuant to the domestic relations law of any State.

1.59 **Qualified Military Service.** Qualified Military Service means qualified military service as defined in Code §414(u)(5). Notwithstanding any provision in the Plan to the contrary, as to Qualified Military Service, the Plan will credit Service under Section 1.40(C), the Employer will make contributions to the Plan and the Plan will provide benefits in accordance with Code §414(u).

1.60 **Restated Plan.** A Restated Plan means a plan the Employer adopts in substitution for, and in amendment of, an existing plan, as the Employer elects in its Adoption Agreement. The provisions of this Plan, as a Restated Plan, apply solely to an Employee whose employment with the Employer terminates on or after the restated Effective Date of the Plan, except as otherwise set forth in the Adoption Agreement.

1.61 **[Reserved]**

1.62 **Rollover Contribution.** A Rollover Contribution means an amount of cash or property (including a Participant loan from another plan subject to the rules of the Vendor) which the Code permits an Eligible Employee or Participant to transfer directly or indirectly to this Plan from another Eligible Retirement Plan (or vice versa) within the meaning of Code §402(c)(8)(B) and Section 6.08(F)(2), except that the Plan may permit an In-Plan Roth Rollover Contribution as provided in Section 3.08(E).

(A) In-Plan Roth Rollover Contribution. An In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of Protected Benefits in accordance with clause (c) of Section 3.08(E)(3)(d).

(B) In-Plan Roth Rollover Contribution Account. An In-Plan Roth Rollover Contribution Account is a sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.

1.63 **[Reserved]**

1.64 **Salary Reduction Agreement.** A Salary Reduction Agreement means a Participant's written election to reduce his or her Compensation (and have that amount contributed as Elective Deferrals to the Plan).

1.65 **Separation from Service/Severance from Employment.** "Severance from Employment" or "Separation from Service" occurs when an Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a section 403(b) Plan under Treas. Reg. §1.403(b)-2(b)(8), even if the Employee remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an Eligible Employer or (b) the Employee is employed or in a capacity that is not employment with an eligible employer.

1.66 **Service.** Service means any period of time the Employee is in the employ of the Employer, including any period the Employee is on an unpaid leave of absence authorized by the Employer under a uniform policy applicable to all Employees. See Section 1.29(B) related to Service for Related Employers.

(A) Predecessor Employer. A Predecessor Employer is an employer that previously employed one or more of the Employees.

(B) Predecessor Employer Service. If the Employer maintains (by adoption, plan merger or transfer) the plan of a Predecessor Employer, service of the Employee with the Employer.

(C) Elective Service Crediting. Except as provided in Section 1.66(B), the Plan does not credit Service with the Predecessor Employer unless the Employer, in its Adoption Agreement (or in a Participation Agreement, if applicable) elects to credit designated Predecessor Employer Service and specifies the purposes for which the Plan will credit service with that Predecessor Employer. Unless the Employer under its Adoption Agreement provides for this purpose specific Entry Dates, an Employee who satisfies the Plan's eligibility condition(s) by reason of the crediting of Predecessor Employer Service will enter the Plan in accordance with the provisions of Article 2 as if the Employee were a re-employed Employee on the first day the Plan credits Predecessor Employer Service.

1.67 **State.** State means a State, a political subdivision of a State, or any agency of instrumentality of a State, and includes the District of Columbia. In determining whether an individual is a Public School Employee, a State includes an Indian tribal government.

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1.68 **Successor Plan.** Successor Plan means a plan in which at least 50% of the Eligible Employees of the first Plan Year were eligible under another 403(b) Plan maintained by the Employer in the prior Plan Year.

1.69 **Taxable Year.** Taxable Year means the taxable year of a Participant.

1.70 **Vested.** Vested means a Participant or a Beneficiary has an unconditional claim, legally enforceable against the Plan, to the Participant's Accumulated Benefit or to a portion thereof if not 100% vested.

1.71 **USERRA.** USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

1.72 **Vendor.** Vendor means the provider of an Annuity Contract or Custodial Account, as the context requires. With regard to an Investment Arrangement, the Vendor is the provider of that Investment Arrangement. With regard to a Participant, the Vendor is the provider of any Investment Arrangement holding an Account for the Participant.

1.73 **Year of 403(b) Service.** For purposes of determining Includible Compensation or Special Catch-Up Contributions, Year of 403(b) Service means each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer, determined under Treas. Reg. §1.403(b)-4(e). An Employee's number of Years of 403(b) Service equals the aggregate of such years or parts of years. The work period is the Employer's annual work period.

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ARTICLE 2. ELIGIBILITY AND PARTICIPATION

2.01 ELIGIBILITY. Each Eligible Employee becomes a Participant in the Plan in accordance with the eligibility conditions the Employer elects in its Adoption Agreement. The Employer may elect different age and service conditions for different Contribution Types under the Plan.

(A) Elective Deferrals/Universal Availability. The provisions of this Section 2.01(A) apply if the Employer is not a Church or if the Employer does not maintain another plan that satisfies the universal availability requirements of Code §403(b)(12). An Employee, other than an Excluded Employee with regard to Elective Deferrals, becomes a Participant in the Elective Deferral portion of the Plan on the date the Employer provides the Employee a participant notice of the right to defer. The Employer will provide such a notice to the Employee within 30 days after commencement of employment (or, if later, 30 days after the date the Employee ceases to be an Excluded Employee). If the Plan places any restrictions on a Participant's right to make a deferral election, the Participant, at a minimum, must have the right to make an initial deferral election within a 30-day period following the date the notice is provided. In no event may a Participant's deferral election be effective prior to the Effective Date of the Plan. For purposes of this Paragraph, an Employee of a Related Employer that is not a Participating Employer is an Excluded Employee with respect to Elective Deferrals.

(B) Other Contributions. The provisions of this Section 2.01(B) apply to Employer Contributions and Employee Contributions, and do not apply to Elective Deferrals. However, if the Employer is a Church or if the Employer maintains another plan that satisfies the universal availability requirements of Code §403(b)(12), then the provisions of this Section 2.01(B) also apply to Elective Deferrals.

(1) **Eligibility Conditions.** The Employer in its Adoption Agreement will elect the age and service conditions applicable to Employer Contributions or Employee Contributions (or Elective Deferrals if the Employer is a Church), if any. For purposes of an Eligible Employee's participation in Employer Contributions or Employee Contributions, the Plan may not impose an age condition exceeding age 21 and may not require completion of more than one Year of Service, except as provided under Sections 2.02(E), (G), or (H).

(2) **New Plan.** Any Eligible Employee who has satisfied the Plan's eligibility conditions and who has reached his/her Entry Date as of the Effective Date is eligible to participate as of the Effective Date, assuming the Employer continues to employ the Employee on that date. Any other Eligible Employee becomes eligible to participate: (1) upon satisfaction of the eligibility conditions and reaching his/her Entry Date; or (2) upon reaching his/her Entry Date if such Employee had already satisfied the eligibility conditions prior to the Effective Date.

(3) **Restated Plan.** If this Plan is a Restated Plan, each Employee who was a Participant in the Plan on the day before the restated Effective Date continues as a Participant in the Restated Plan, irrespective of whether he/she satisfies the eligibility conditions of the Restated Plan, unless the Employer provides otherwise in its Adoption Agreement.

(4) **Special Eligibility Effective Date (Dual Eligibility).** The Employer in its Adoption Agreement may elect to provide a special Effective Date for the Plan's eligibility conditions, with the effect that such conditions may apply only to Employees who are employed by the Employer after a specified date.

2.02 APPLICATION OF SERVICE CONDITIONS. The Plan Administrator will apply this Section 2.02 in administering the Plan's eligibility service condition(s) for Employer Contributions, Mandatory Employee Contributions and Employee Contributions (and, if the Employer is a Church or the Employer maintains another plan that satisfies the universal availability requirements, Elective Deferrals), if any. Except with regard to a Church, this Section will not apply to Elective Deferrals.

(A) Definition of Year of Service. A Year of Service for purposes of an Employee's participation in the Plan, means the applicable Eligibility Computation Period under Section 2.02(C), during which the Employee completes the number of Hours of Service the Employer specifies in its Adoption Agreement, without regard to whether the Employer continues to employ the Employee during the entire Eligibility Computation Period.

(B) Counting Years of Service. For purposes of an Employee's participation in the Plan, the Plan counts all of an Employee's Years of Service, except as provided in Section 2.03.

(C) Initial and Subsequent Eligibility Computation Periods. If the Plan requires one Year of Service for eligibility and an Employee does not complete one Year of Service during the Initial Eligibility Computation Period, the Plan measures Subsequent Eligibility Computation Periods in accordance with the Employer's election in its Adoption Agreement. If the Plan measures Subsequent Eligibility Computation Periods on a Plan Year basis, an Employee who receives credit for the required number of Hours of Service during the Initial Eligibility Computation Period and also during the first applicable Plan Year receives credit for two Years of Service under Article 2.

(1) **Definition of Eligibility Computation Period.** An Eligibility Computation Period is a 12-consecutive month period.

(2) **Definition of Initial Eligibility Computation Period.** The "Initial Eligibility Computation Period" is the Employee's Anniversary Year which begins on the Employee's Employment Commencement Date.

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(3) **Definition of Anniversary Year.** An Employee's "Anniversary Year" is the 12-consecutive month period beginning on the Employee's Employment Commencement Date or on anniversaries thereof.

(4) **Definitions of Employment Commencement Date/Re-Employment Commencement Date.** An Employee's Employment Commencement Date is the date on which the Employee first performs an Hour of Service for the Employer. An Employee's Re-Employment Commencement Date is the date on which the Employee first performs an Hour of Service for the Employer after the Employer re-employs the Employee.

(5) **Definition of Subsequent Eligibility Computation Period.** A Subsequent Eligibility Computation Period is any Eligibility Computation Period after the Initial Eligibility Computation Period, as the Employer elects in its Adoption Agreement.

(D) Entry Date. The Employer in its Adoption Agreement elects the Entry Date(s) and elects whether such Entry Date(s) are retroactive, coincident with or next following an Employee's satisfaction of the Plan's eligibility conditions. The Employer may elect to apply different Entry Dates to different Contribution Types.

(1) **Definition of Entry Date.** See Section 1.31.

(E) Alternative Service Conditions. The Employer in its Adoption Agreement may elect to impose for eligibility a condition of less than one Year of Service or of more than one Year of Service, but not exceeding two Years of Service. If the Employer elects an alternative Service condition to one Year of Service or two Years of Service, the Employer must elect in its Adoption Agreement the Hour of Service and other requirement(s), if any, after the Employee completes one Hour of Service. Under any alternative Service condition election, the Plan may not require an Employee to complete more than one Year of Service (1,000 Hours of Service in 12-consecutive months) or two Years of Service if applicable.

(1) **[Reserved]**

(2) **[Reserved]**

(3) **Months and days.** The Plan Administrator may, on a uniform and consistent basis, apply Plan provisions relating to months based on a 30-day month, or may adopt other reasonable conventions as it may deem beneficial for efficient Plan administration.

(F) Equivalency or Elapsed Time. If the Employer in its Adoption Agreement elects to apply the Equivalency Method or the Elapsed Time Method in applying the Plan's eligibility Service condition, the Plan Administrator will credit Service in accordance with Sections 1.40(D)(2) and (3).

(G) Governmental and Church Plans. The limitations of this Article on age and service requirements and selection of Entry Dates will not apply if the Plan is a Governmental Plan or a Church Plan.

(H) Maximum age for educational institution. If (1) this Plan is maintained exclusively for Employees of an educational organization as defined in Code §170(b)(1)(A)(ii); (2) the Plan does not require more than one Year of Service as a condition for entry; and (3) the Plan provides full vesting after no more than one Year of Service, the maximum age restriction of Section 2.01(B)(1) is applied by substituting "26" for "21."

2.03 BREAK IN SERVICE – PARTICIPATION. The Plan Administrator will apply this Section 2.03 if any Break in Service rule applies under the Plan. The Break in Service rules do not apply to Elective Deferrals.

(A) Definition of Break in Service. For purposes of this Article 2, an Employee incurs a Break in Service if during any applicable Eligibility Computation Period he/she does not complete more than 500 Hours of Service with the Employer. The Eligibility Computation Period under this Section 2.03(A) is the same as the Eligibility Computation Period the Plan uses to measure a Year of Service under Section 2.02. On a uniform basis, the Plan Administrator may disregard a Break in Service for an Eligibility Computation Period if the Employee is in service on the last day of that period. If the Plan applies the Elapsed Time Method of crediting Service under Section 1.40(D)(3), a Participant incurs a "Break in Service" if the Participant has a Period of Severance of at least 12 consecutive months.

(B) Two Year Eligibility. If the Employer under the Adoption Agreement elects a two Years of Service eligibility condition, an Employee who incurs a one year Break in Service prior to completing two Years of Service: (1) is a new Employee, on the date he/she first performs an Hour of Service for the Employer after the Break in Service; (2) the Plan disregards the Employee's Service prior to the Break in Service; and (3) the Employee establishes a new Employment Commencement Date for purposes of the Initial Eligibility Computation Period under Section 2.02(C).

(C) USERRA. An Employee who has completed Qualified Military Service and who the Employer has rehired under USERRA, does not incur a Break in Service under the Plan by reason of the period of such Qualified Military Service.

(D) Adoption Agreement provisions. The Employer may specify, in Appendix B to its Adoption Agreement, one or more years or other periods of service which the Plan will disregard for purposes of eligibility for Employer Contributions, based on Separation from Service, of Break in Service.

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2.04 PARTICIPATION UPON RE-EMPLOYMENT. The provisions of Paragraphs (A), (B), and (C) of this Section 2.04 apply to Employer Contributions, Employee Contributions and (if the Employer is a Church), Elective Deferrals. An Employee who incurs a Separation from Service will enter or re-enter the Plan as a Participant for purposes of Elective Deferrals on his/her Re-employment Commencement Date (provided he/she is not an Excluded Employee), unless the Employer is a Church.

(A) Rehired Participant/Immediate Re-Entry. A Participant who incurs a Separation from Service will re-enter the Plan as a Participant on the date of his/her Re-Employment Commencement Date (provided he/she is not an Excluded Employee), subject to any Break in Service rule, if applicable, under Section 2.03.

(B) Rehired Eligible Employee Who Had Satisfied Eligibility. An Eligible Employee who satisfies the Plan's eligibility conditions, but who incurs a Separation from Service prior to becoming a Participant, subject to any Break in Service rule, if applicable, under Section 2.03, will become a Participant on the later of: (1) the Entry Date on which he/she would have entered the Plan had he/she not incurred a Separation from Service; or (2) his/her Re-Employment Commencement Date.

(C) Rehired Eligible Employee Who Had Not Satisfied Eligibility. An Eligible Employee who incurs a Separation from Service prior to satisfying the Plan's eligibility conditions, becomes a Participant in accordance with the Employer's Adoption Agreement elections. The Plan Administrator, for purposes of applying any shift in the Eligibility Computation Period, takes into account the Employee's prior Service and the Employee is not treated as a new hire.

2.05 CHANGE IN EMPLOYMENT STATUS. The Plan Administrator will apply this Section 2.05 if the Employer in its Adoption Agreement elected to exclude any Employees as Excluded Employees. Although the provisions of this Section describe exclusion from the Plan as a whole, the Plan Administrator will apply the principles of this Section as appropriate to an individual excluded from one or more Contribution Types, as authorized in Section 1.35.

(A) Participant Becomes an Excluded Employee. If a Participant has not incurred a Separation from Service but becomes an Excluded Employee, during the period of exclusion the Excluded Employee: (i) will not share in the allocation of any Employer Contributions or Participant forfeitures, based on Compensation paid to the Excluded Employee during the period of exclusion; (ii) may not make Employee Contributions or, unless permitted by the Vendor, Rollover Contributions; and (iii) may not make Elective Deferrals as to Compensation paid to the Excluded Employee during the period of exclusion.

(1) **Vesting, accrual, Break in Service and Earnings.** A Participant who becomes an Excluded Employee under this Section 2.05(A) continues: (a) to receive Service credit for vesting under Article 5 for each included vesting Year of Service; (b) to receive Service credit for applying any allocation conditions under Section 3.06 as to Employer Contributions accruing for any non-excluded period; (c) to receive Service credit in applying the Break in Service rules; and (d) to share fully in Earnings under Article 7.

(2) **Resumption of Eligible Employee status.** If a Participant who becomes an Excluded Employee subsequently resumes status as an Eligible Employee, the Participant will participate in the Plan immediately upon resuming eligible status, subject to the Break in Service rules, if applicable, under Section 2.03.

(B) Excluded Employee Becomes Eligible. If an Excluded Employee who is not a Participant becomes an Eligible Employee, he/she will participate immediately in the Plan if he/she has satisfied the Plan's eligibility conditions and would have been a Participant had he/she not been an Excluded Employee during his/her period of Service. An Excluded Employee receives Service credit for eligibility, for allocation conditions under Section 3.06 (but the Plan disregards Compensation paid while excluded) and for vesting under Article 5 for each included vesting Year of Service, notwithstanding the Employee's Excluded Employee status.

2.06 TERMINATION OF PARTICIPATION. Once an Eligible Employee becomes a Participant, he or she will continue to be a Participant until the Plan distributes the Participant's entire Account Balance.

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ARTICLE 3. PLAN CONTRIBUTIONS AND FORFEITURES

3.01 CONTRIBUTION TYPES. The Employer in its Adoption Agreement will elect the Contribution Type(s) and any formulas, allocation methods, conditions and limitations applicable thereto, except where the Plan expressly reserves discretion to the Employer or to the Plan Administrator.

(A) Application of Limits. The Employer will not make a contribution to an Investment Arrangement for any Plan Year to the extent the contribution would exceed any Article 4 limit or other Plan limit.

(B) Compensation for Allocations/Limit. The Plan will allocate all Employer Contributions and Elective Deferrals based on the definition of Compensation the Employer elects in its Adoption Agreement for a particular Contribution Type. Except for a Plan maintained by a Church, the Plan Administrator in allocating such contributions must limit each Participant's Compensation in accordance with the provisions of Section 1.11(E).

(C) Allocation Conditions. The Plan Administrator will allocate Employer Contributions only to those Participants who satisfy the Plan's allocation conditions under Section 3.06, if any, for the Contribution Type being allocated.

(D) Time of Payment of Contribution. The Employer may pay Employer Contributions for any Plan Year in one or more installments without interest. Unless otherwise required by the relevant Investment Arrangement Documentation or the Code, the Employer may make an Employer Contribution to the Plan for a particular Plan Year at such time(s) as the Employer in its sole discretion determines. If the Employer makes a contribution for a particular Plan Year after the close of that Plan Year, the Employer will designate the Plan Year for which the Employer is making the Employer Contribution. The Plan will allocate the contribution accordingly.

(E) Return of Employer Contribution. The Employer contributes to the Plan on the condition its contribution is not due to a mistake of fact.

(1) **Request for contribution return/timing.** The Vendor, upon written request from the Employer, must return to the Employer (or, if applicable, directly to the Participant) the amount of the Employer Contribution made by the Employer by mistake of fact.

(2) **Earnings.** The Vendor will adjust the amount of the Employer Contribution returnable under this Section 3.01(E) for any Earnings attributable to the contribution.

(3) **Evidence.** The Vendor may require the Employer to furnish the Vendor whatever evidence the Vendor deems necessary to enable the Vendor to confirm the amount the Employer has requested be returned can be returned consistent with the Code.

(F) Frozen Plans. The Employer in its Adoption Agreement (or in an Employer resolution) may elect to treat the Plan as a Frozen Plan. Under a Frozen Plan, the Employer and the Participants will not make any contributions to the Plan. The Plan provisions, other than those requiring contributions, continue in effect until the Employer terminates the Plan. An Eligible Employee will not become a Participant in a Frozen Plan after the date the Plan becomes a Frozen Plan.

3.02 ELECTIVE DEFERRALS. If the Employer in its Adoption Agreement elects to permit Elective Deferrals, the provisions of this Section 3.02 will apply. A Participant's Elective Deferrals will be made pursuant to a Salary Reduction Agreement unless the Employer elects in its Adoption Agreement to apply the Automatic Deferral provision under Section 3.02(B). The Participant prospectively may modify or revoke a Salary Reduction Agreement, or may file a new Salary Reduction Agreement following a prior revocation, at least once per Plan Year or more frequently as specified in the Plan's Salary Reduction Agreement.

(A) Administrative provisions. The Salary Reduction Agreement shall be made through a form provided by, and filed with, the Plan Administrator or its designated agent. The Employee's elections with respect to Investment Arrangements and allocations (and reallocations) among Accounts, if not included in the Salary Reduction Agreement, shall be included in other records maintained under the Plan.

(1) **Minimum/Maximum Amount.** The Salary Reduction Agreement may establish an annual minimum deferral amount no higher than $200, and may change such minimum to a different amount (but not in excess of $200) from time to time. The Salary Reduction Agreement may also establish a uniform maximum deferral limit in the Salary Reduction Agreement.

(2) **Termination.** Any election on a Salary Reduction Agreement shall remain in effect until a new election is filed or the election is revoked or cancelled. The termination of a Participant's employment automatically revokes the Participant's election with regard to Compensation earned after the Participant is rehired.

(3) **Effective Date.** A Salary Reduction Agreement may not be effective earlier than the following date which occurs last: (1) under Article 2, the Participant's Entry Date or, in the case of a re-hired Employee, his/her re-participation date; (2) the execution date of the Salary Reduction Agreement; (3) the date the Employer adopts the 403(b) Plan; or (4) the Effective Date of the 403(b) Plan. Subject to these limitations, the Salary Reduction Agreement shall be effective as soon as administratively practical after execution.

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(4) **Compensation.** A Salary Reduction Agreement must specify the dollar amount of Compensation or the percentage of Compensation the Participant wishes to defer. The Salary Reduction Agreement will apply: (1) only to Compensation which becomes currently available after the effective date of the Salary Reduction Agreement; and (2) to all or to such Elective Deferral Compensation as the Salary Reduction Agreement indicates, including any Participant elections made in the Salary Reduction Agreement. Also see Section 1.11(G) relating to non-cash Compensation. Participants may not make Elective Deferrals from amounts that are not Code §415 Compensation under Section 4.05(D). In addition, a Participant may not make Elective Deferrals from amounts which are not Compensation under Section 1.11 even if 415 Compensation is more inclusive. In determining Compensation from which a Participant may make Elective Deferrals, the Compensation dollar limitation described in Section 1.11(E) does not apply.

(5) **Additional Rules.** The Plan Administrator in the Plan's Salary Reduction Agreement form, or in a Salary Reduction Agreement policy will specify additional rules and restrictions applicable to a Participant's Salary Reduction Agreement, including but not limited to those regarding the timing, frequency and mechanics of changing or revoking a Salary Reduction Agreement or any uniform limitations with regard to deferrals in addition to those otherwise provided in the Plan. Any such rules and restrictions must be consistent with the Plan and with the Code. The Plan Administrator may provide more than one Salary Reduction Agreement form for use in specific situations.

(B) Automatic Deferrals. The Employer in its Adoption Agreement will elect whether to apply or not apply the Automatic Deferral provisions. The Employer may elect the Automatic Deferral provisions under Section 3.02(B)(1) (an ACA), or Section 3.02(B)(2) (an EACA). The Plan Administrator will treat Automatic Deferrals as Elective Deferrals for all purposes under the Plan, including application of limitations, and distributions. If the Employer in its Adoption Agreement has elected to permit Roth Deferrals, Automatic Deferrals are Pre Tax Deferrals unless the Employer in Appendix B to its Adoption Agreement elects otherwise. Automatic Deferrals will not apply to a Participant until after the Participant has had a reasonable period of time after being informed of the automatic deferral procedure to make a Contrary Election (and, if applicable, an investment election).

(1) **Automatic Contribution Arrangement (ACA).** If the Employer elects in its Adoption Agreement, the Employer maintains a Plan with Automatic Deferral provisions as an Automatic Contribution Arrangement ("ACA"), effective as of the date the Employer elects in the Adoption Agreement, and the provisions of this Section 3.02(B)(1) will apply.

(a) **Participants subject to ACA.** The Employer in its Adoption Agreement will elect which Participants are subject to the ACA Automatic Deferral on the Effective Date thereof, including some or all current Participants and those Employees who become Participants after the ACA Effective Date.

(b) **Effect of Contrary Election.** A Participant who makes a Contrary Election is not thereafter subject to the Automatic Deferral or to any scheduled increases thereto, even if the Participant later modifies the Contrary Election. A Participant's Contrary Election continues in effect until the Participant subsequently changes his/her Salary Reduction Agreement or the Salary Reduction Agreement is revoked.

(2) **Eligible Automatic Contribution Arrangement (EACA).** If the Employer elects in its Adoption Agreement, the Employer maintains a Plan with Automatic Deferral provisions as an Eligible Automatic Contribution Arrangement ("EACA"), effective as of the date the Employer elects in its Adoption Agreement and the provisions of this Section 3.02(B)(2) will apply.

(a) **Participants subject to EACA.** The Employer in its Adoption Agreement will elect which Participants are subject to the EACA Automatic Deferral on the Effective Date thereof which may include some or all current Participants or may be limited to those Employees who become Participants after the EACA Effective Date.

(i) **EACA Effective Date.** EACA Effective Date means the date on which the EACA goes into effect, either as to the overall Plan or as to an individual Participants as the context requires. An EACA becomes effective as to the Plan as of the date the Employer elects in its Adoption Agreement. A Participant's EACA Effective Date is as soon as practicable after the Participant is subject to Automatic Deferrals under the EACA, consistent with: the objective of affording the Participant a reasonable period of time after receipt of the EACA notice to make a Contrary Election (and, if applicable, an investment election).

(b) **Uniformity.** The Automatic Deferral Percentage must be a uniform percentage of Compensation. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(i) **Years of participation.** The Automatic Deferral Percentage varies based on the number of Plan Years (or portions of years) the Participant has participated in the Plan while the Plan has applied EACA provisions;

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(ii) **No reduction from prior default percentage.** The Employer elects in the Adoption Agreement not to apply Automatic Deferrals to a Participant whose Elective deferrals immediately prior to the EACA's Effective Date were higher than the Automatic Deferral Percentage;

(iii) **Applying statutory limits.** The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code §§402(g) (determined without regard to Age 50 Catch-Up Deferrals), or 415;

(iv) **No deferrals during hardship suspension.** The Plan does not apply the Automatic Deferral during the period of suspension, if so required under the Plan's hardship distribution provisions, of Participant's right to make Elective Deferrals to the Plan following a hardship distribution; or

(v) **Disaggregated groups.** The Plan applies different Automatic Deferral Percentages to different groups if the groups can be disaggregated under Treas. Reg. §1.410(b)-7.

(c) **EACA notice.** The Plan Administrator annually will provide a notice to each Covered Employee within a reasonable period prior to each Plan Year the Employer maintains the Plan as an EACA ("EACA Plan Year").

(i) **Deemed reasonable notice/new Participant.** The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

(ii) **Mid-year notice/new Participant or Plan.** If: (A) an Employee becomes eligible to make Elective Deferrals in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that Plan Year; or (B) the Employer adopts mid-year a new Plan as a EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Elective Deferrals. However, if it is not practicable for the Plan Administrator to provide the notice on or before the date an Employee becomes a Participant, then the notice nonetheless will be treated as provided timely if the Plan Administrator provides the notice as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(iii) **Content.** The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant.

(d) **EACA permissible withdrawal.** The Employer will elect in its Adoption Agreement whether a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable Earnings) under the provisions of this Section 3.02(B)(2)(d). Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

(i) **Amount.** If a Participant elects a permissible withdrawal under this Section 3.02(B)(2)(d), then the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for Earnings to the date of the distribution). The Plan may account separately for Automatic Deferrals, in which case the Plan will distribute the entire Account. If the Plan does not account separately for the Automatic Deferrals, then the Plan must determine Earnings in a manner similar to the rules provided in Treas. Reg. §1.401(k)-2(b)(2)(iv) for the distribution of excess contributions in a 401(k) plan.

(ii) **Fees.** Notwithstanding Section 3.02(B)(2)(d)(i), the Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section 3.02(B)(2)(d)(ii), than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this Paragraph.

(iii) **Timing.** The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as the Employer specifies in its Adoption Agreement (but not less than 30 days), after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. For purposes of the preceding sentence, EACAs under the Plan are aggregated, except that the mandatory disaggregation rules of Code §410(b) apply. In addition, a Participant's withdrawal right is not restricted due to the Participant making a Contrary Election during the 90-day period (or shorter period as the Employer specifies in its Adoption Agreement).

(iv) **Rehired Employees.** For purposes of Section 3.02(B)(2)(b)(i), the Plan will treat an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA as having not had such contributions for any prior Plan Year as well.

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(v) **Effective date of the actual withdrawal election.** The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of: (A) the pay date of the second payroll period beginning after the Participant makes the election; or (B) the first pay date that occurs at least 30 days after the Participant makes the election. The election also will be deemed to be the Participant's Contrary Election to have no Elective Deferrals made to the Plan. However, the Participant may subsequently make a deferral election hereunder.

(vi) **Related Matching Contributions.** The Plan Administrator will not take into account any deferrals withdrawn pursuant to this Section 3.02(B)(2)(d) in computing and allocating Matching Contributions. If the Employer already has allocated Matching Contributions to the Participant's account with respect to Elective Deferrals being withdrawn pursuant to this Section, the Plan must forfeit the Matching Contributions, as adjusted for Earnings.

(vii) **Treatment of withdrawals.** With regard to Elective Deferrals withdrawn pursuant to this Section 3.02(B)(2)(d): (A) the Plan Administrator will disregard such Deferrals for purposes of the Elective Deferral Limit under Section 4.10(A); and (B) such Deferrals are not subject to any spousal consent requirements imposed by the Plan.

(e) **Effect of Contrary Election/Covered Employee status.** A Participant's Contrary Election continues in effect until the Participant subsequently revokes or modifies his/her Salary Reduction Agreement, or the Contrary Election expires. A Participant who makes a Contrary Election is not thereafter subject to the Automatic Deferral or to any scheduled increases thereto, even if the Participant later revokes the Contrary Election or the Contrary Election expires, unless the Participant is a Covered Employee.

(i) **Covered Employee.** A Covered Employee is a Participant who is subject to the EACA. The Employer in its Adoption Agreement will elect whether a Participant who makes a Contrary Election is a Covered Employee. A Covered Employee must receive the annual EACA notice even though the Participant's Contrary Election remains in effect. In addition, a Covered Employee who revokes his/her Contrary Election or whose Contrary Election expires, is thereafter immediately subject to the EACA Automatic Deferral.

(3) **[Reserved]**

(4) **Automatic Contribution Definitions.** The following definitions apply to all Automatic Contribution Arrangements under this Section 3.02(B):

(a) **Automatic Deferral.** An Automatic Deferral is an Elective Deferral that results from the operation of Section 3.02(B)(1) or Section 3.02(B)(2). Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage or Amount the Compensation of each Participant subject to the Automatic Deferral, except those Participants who timely make a Contrary Election.

(b) **Automatic Deferral Percentage/Increases.** The Automatic Deferral Percentage is the percentage of Automatic Deferral which the Employer elects in its Adoption Agreement including any scheduled increase to the Automatic Deferral Percentage which the Employer may elect. If a Participant subject to the Automatic Deferral elected, before the Effective Date of the Automatic Deferral, to defer an amount which is less than the Automatic Deferral Percentage the Employer has elected in its Adoption Agreement, the Automatic Deferral Percentage includes only the incremental percentage amount necessary to increase the Participant's Elective Deferral to equal the Automatic Deferral Percentage, including any scheduled increases thereto.

(c) **[Reserved]**

(d) **Contrary Election.** A Contrary Election is a Participant's election made after the ACA, or EACA Effective Date not to defer any Compensation or to defer an amount which is more or less than the Automatic Deferral Percentage.

(e) **Contrary Election Effective Date.** A Participant's Contrary Election generally is effective as of the first administratively feasible payroll period which follows the payroll period in which the Participant makes the Contrary Election. However, a Participant may make a Contrary Election which is effective: (i) for the first payroll period in which he/she becomes a Participant if the Participant makes a Contrary Election within a reasonable period following the Participant's Entry Date and before the Compensation to which the Election applies becomes currently available; or (ii) for the first payroll period following the Effective Date of the Automatic Deferral, if the Participant makes a Contrary Election not later than the Effective Date of the Automatic Deferral.

(C) Elective Deferrals as Employer Contributions. Where the context requires under the Plan, Elective Deferrals are Employer Contributions except: (1) under Section 3.04 relating to allocation of Employer Contributions; (2) under Section 3.06 relating to allocation conditions; and (3) under Section 5.03 relating to vesting.

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(D) Qualified Organization Catch-Up. If the Employer is a Qualified Organization, the Employer in its Adoption Agreement may elect to permit a Qualified Participant to make a Qualified Organization Catch-Up Deferral under this Section 3.02(D). Qualified Organization Catch-Up Deferrals are not subject to the Elective Deferral Limit of Section 4.10(A).

(1) **Definition of Qualified Organization Catch-Up Deferral.** For any calendar year in which an Employee has completed at least 15 Years of 403(b) Service with the Qualified Organization, the Elective Deferral Limit will increase by the lesser of (1) $3,000; (2) $15,000 reduced by all the Employee's Qualified Organization Catch-up Deferrals for prior Taxable Years; (3) or the excess of $5,000 multiplied by the number of Years of 403(b) Service of the Employee with the Qualified Organization, over the Employee's deferral contributions made for prior Taxable Years pursuant to Code §§401(k), 408(k)(6), 408(p) or 403(b) other than deferrals under Code §414(v).

(2) **Definition of Qualified Organization.** For purposes of this Section 3.02(D), a "Qualified Organization" has the same meaning as provided in Treas. Reg. §1.403(b)-4(c)(3)(ii). This includes an educational organization described in Code §170(b)(1)(A)(ii), a hospital, a health and welfare service agency (including a home health service agency), a Church- Related Organization, or any organization described in Code §414(e)(3)(B)(ii). All entities that are in a Church-Related Organization or an organization controlled by a Church-Related Organization under Code §414(e)(3)(B)(ii) are treated as a single Qualified Organization (so that Years of 403(b) Service and any Qualified Organization Catch-Up Deferrals previously made for a Qualified Participant for a church or other entity within a Church-Related Organization or an organization controlled by the Church-Related Organization are taken into account for purposes of applying this Section 3.02(D) to the Employee with respect to any other entity within the same Church-Related Organization or organization controlled by a Church-Related Organization).

(3) **Definition of Qualified Participant.** For purposes of this Section 3.02(D), a "Qualified Participant" means a Participant who has completed at least 15 Years of 403(b) Service with the Qualified Organization.

(4) **Application of Annual Additions Limit.** A Qualified Organization Catch-Up Deferral is subject to the Annual Additions Limit in Section 4.05(B).

(5) **Application of both Catch-Ups.** A Participant, subject to applicable limits, may contribute both a Qualified Organization Catch-Up Deferral and an Age 50 Catch-Up Deferral. The Plan Administrator will treat any amounts so contributed first as a Qualified Organization Catch-Up Deferral.

(6) **Denominational Service.** For purposes of this Section (D), if the Employer is a Church-Related Organization, Denominational Service counts as service with the Qualified Organization in determining a Year of 403(b) Service.

(E) Age 50 Catch-Up Deferrals. The Employer in its Adoption Agreement may elect to permit Catch-Up Eligible Participants to make Age 50 Catch-Up Deferrals to the Plan under this Section 3.02(E).

(1) **Definition of Catch-Up Eligible Participant.** A Catch-Up Eligible Participant is a Participant who is eligible to make Elective Deferrals and who has attained age 50 or who will attain age 50 before the end of the Taxable Year in which he/she will make a Catch-Up Deferral. A Participant who dies or who incurs a Separation from Service before actually attaining age 50 in such Taxable Year is a Catch-Up Eligible Participant.

(2) **Definition of Age 50 Catch-Up Deferral.** An Age 50 Catch-up Deferral is an Elective Deferral by a Catch-up Eligible Participant and which exceeds: (a) a Plan limit on Elective Deferrals under Section 3.02(A); (b) the Annual Additions Limit under Section 4.05(B); or (c) the Elective Deferral Limit under Section 4.10(A).

(3) **Limit on Age 50 Catch-Up Deferrals.** A Participant's Age 50 Catch-Up Deferrals for a Taxable Year may not exceed the lesser of: (a) 100% of the Participant's Compensation for the Taxable Year when added to the Participant's other Elective Deferrals; or (b) the Catch-Up Deferral dollar limit in effect for the Taxable Year ($6,000 for 2017).

(4) **Adjustment after 2017.** After the 2017 Taxable Year, the IRS will adjust the Age 50 Catch-Up Deferral dollar limit in multiples of $500 under Code §414(v)(2)(C).

(5) **Treatment of Age 50 Catch-Up Deferrals.** Age 50 Catch-Up Deferrals are not: (a) subject to the Annual Additions Limit under Section 4.05(B); or (b) subject to the Elective Deferral Limit under Section 4.10(A).

(6) **Universal availability.** If the Employer permits Age 50 Catch-Up Deferrals to its Plan, the right of all Catch-Up Eligible Participants to make Age 50 Catch-Up Deferrals must satisfy the universal availability requirement of Treas. Reg. §1.414(v)-1(e). If the Employer maintains more than one applicable plan within the meaning of Treas. Reg. §1.414(v)-1(g)(1), and any of the applicable plans permit Catch-Up Deferrals, then any Catch-up Eligible Participant in any such plans must be permitted to have the same effective opportunity to make the same dollar amount of Catch-Up Deferrals. Any Plan-imposed limit that is based on total Elective Deferrals including Catch-Up Deferrals may not be less than 75% of a Participant's gross Compensation. This Section 3.02(E)(6) will not apply if the Employer is a Church.

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(F) Roth Deferrals. The Employer in its Adoption Agreement may elect to permit Roth Deferrals. The Employer must also elect to permit Pre-Tax Deferrals if the Employer elects to permit Roth Deferrals. The Plan Administrator will administer Roth Deferrals in accordance with this Section 3.02(F).

(1) **Treatment of Roth Deferrals.** The Plan Administrator will treat Roth Deferrals as Elective Deferrals for all purposes of the Plan, except where the Plan indicates otherwise.

(2) **Separate accounting.** The Plan will establish a Roth Deferral Account for each Participant who makes any Roth Deferrals and Earnings thereon in accordance with Section 7.04(A)(1). The Plan will establish a Pre-Tax Account for each Participant who makes any Pre-Tax Deferrals in accordance with Section 7.04(A)(1). The Plan will credit only Roth Deferrals and Earnings thereon (allocated on a reasonable and consistent basis) to a Participant's Roth Deferral Account. The Vendor will be responsible only for contributions made under the Vendor's Investment Arrangement. Any Roth Elective Deferrals under an Investment Arrangement will be allocated to a separate Account maintained under the Investment Arrangement for the Participant's Roth Elective Deferrals.

(3) **No re-classification.** An Elective Deferral contributed to the Plan either as a Pre-Tax Deferral or as a Roth Deferral may not be re-classified as the other type of Elective Deferral, provided; however, that a Pre-Tax Deferral may be converted to a Roth Deferral by means of an In-Plan Roth Rollover under Section 3.08(E).

(G) Automatic Escalation. The Employer in its Adoption Agreement will elect whether to apply the Automatic Escalation provisions of this Section 3.02(G) to Salary Reduction Agreements. Such provisions shall apply to affirmative deferral elections and will not apply to Participants for whom the Employer is withholding Automatic Deferrals under Section 3.02(B). In its Adoption Agreement, the Employer will specify the Participants to whom Automatic Escalation applies, the amount by which the Elective Deferrals will increase, and the timing of the increase.

3.03 MATCHING CONTRIBUTIONS. If the Employer elects in its Adoption Agreement to provide for Matching Contributions, the Plan Administrator will apply the provisions of this Section 3.03.

(A) Matching Formula: Type, Rate/Amount, Limitations and Time Period. The Employer in its Adoption Agreement must elect the type(s) of Matching Contributions (Fixed or Discretionary Matching Contributions), and as applicable, the Matching Contribution rate(s)/amount(s), the limit(s) on Elective Deferrals or Employee Contributions subject to match, the limit(s) on the amount of Matching Contributions, and the time period the Plan Administrator will apply in the computation of any Matching Contributions. If the Employer in its Adoption Agreement elects to apply any limit on Matching Contributions based on pay periods or on any other time period which is less than the Plan Year, the Plan Administrator will determine the limits in accordance with the time period specified and will not take into account any other Compensation or Elective Deferrals not within the applicable time period, even in the case of a Participant who becomes eligible for the match mid-Plan Year and regardless of the Employer's election as to Pre-Entry Compensation. Unless otherwise specified in Appendix B to the Adoption Agreement, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions only if the Elective Deferrals were made after the Participant became eligible for the match. An Employee becomes "eligible for the match" when the Employee becomes a Participant in the Matching Contribution portion of the Plan.

(1) **Fixed Match.** The Employer in its Adoption Agreement may elect to make a Fixed Matching Contribution to the Plan under one or more formulas.

(a) **Allocation.** The Employer may contribute on a Participant's behalf under a Fixed Matching Contribution formula only to the extent that the Participant makes Elective Deferrals or Employee Contributions which are subject to the formula and if the Participant satisfies the allocation conditions for Fixed Matching Contributions, if any, the Employer elects in its Adoption Agreement.

(2) **Discretionary Match.** The Employer in its Adoption Agreement may elect to make a Discretionary Matching Contribution to the Plan.

(a) **Allocation.** To the extent the Employer makes Discretionary Matching Contributions, the Plan Administrator will allocate the Discretionary Matching Contributions to the Account of each Participant entitled to the match under the Employer's discretionary matching allocation formula and who satisfies the allocation conditions for Discretionary Matching Contributions, if any, the Employer elects in its Adoption Agreement. The Employer under a Discretionary Matching Contribution retains discretion over the amount of its Matching Contributions, and, except as the Employer otherwise elects in its Adoption Agreement, the Employer also retains discretion over the matching formula or formulas. See Section 1.47(B).

(3) **Roth Deferrals.** Unless the Employer elects otherwise in its Adoption Agreement, the Employer's Matching Contributions apply in the same manner to Roth Deferrals as they apply to Pre-Tax Deferrals.

(4) **Contribution timing.** The time period that the Employer elects for computing its Matching Contributions does not require that the Employer actually contribute the Matching Contribution at any particular time.

(5) **Participating Employers.** If any Participating Employers contribute Matching Contributions to the Plan, the Employer in its Adoption Agreement must elect whether the Plan Administrator will allocate Matching Contributions only to Participants directly employed by the contributing Employer or to all Participants regardless of which

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Employer contributes or how much any Employer contributes. The allocation of Matching Contributions under this Section 3.03(A)(5) also applies to the allocation of any forfeiture attributable to Matching Contributions and which the Plan allocates to Participants.

(B) Matching Catch-Up Deferrals. The Employer in its Adoption Agreement must elect whether or not to match any Catch-Up Deferrals if the Plan permits Catch-Up Deferrals. The Employer's election to match Catch-Up Deferrals will apply to all Matching Contributions or will specify the Fixed Matching Contributions or Discretionary Matching Contributions which apply to the Catch-Up Deferrals. The Employer's election to match Catch-Ups may apply to Age 50 Catch-Ups, or to Qualified Organization Catch-Ups, or to both.

3.04 NONELECTIVE CONTRIBUTIONS. This Section applies to Nonelective Contributions. Except as provided in Section 3.04(D), the provisions of this Section with regard to Nonelective Contributions for a Plan Year are limited to Participants who have Compensation for the Plan Year. Section 3.04(D) describes contributions for former Employees who have Deemed Includible Compensation.

(A) Amount and Type. The Employer in its Adoption Agreement must elect the type and amount of Nonelective Contributions.

(1) **Discretionary Nonelective Contribution.** The Employer in its Adoption Agreement may elect to make Discretionary Nonelective Contributions.

(2) **Fixed Nonelective.** The Employer in its Adoption Agreement may elect to make Fixed Nonelective Contributions. The Employer must specify the time period to which any fixed contribution formula will apply (which is deemed to be the Plan Year if the Employer does not so specify) and must elect the allocation method which may be the same as the contribution formula or may be a different allocation method under Section 3.04(B).

(3) **Mandatory Employee Contributions.** The Employer in its Adoption Agreement may require Mandatory Employee Contributions of some or all Participants either as a condition of employment or through an irrevocable one-time election described in Section 1.24(F). The Employer must specify the time period to which any Mandatory Employee Contribution formula will apply (which is deemed to be the Plan Year if the Employer does not so specify). Any such contribution will be allocated as a Nonelective Contribution to the Account of the Participant who made it. Such amounts will be fully Vested and will not be subject to the allocation conditions of Section 3.06.

(4) **Participating Employers.** If any Participating Employers contribute Nonelective Contributions to the Plan, the Employer in its Adoption Agreement must elect: (a) whether each Participating Employer will be subject to the same or different Nonelective Contribution formulas under Section 3.04(A) and allocation methods under Section 3.04(B) than the Signatory Employer; and (b) whether, under Section 3.04(B), the Plan Administrator will allocate Nonelective Contributions only to Participants directly employed by the contributing Employer or to all Participants regardless of which Employer contributes or how much any Employer contributes. The allocation of Nonelective Contributions under this Section 3.04(A)(4) also applies to the allocation of any forfeiture attributable to Nonelective Contributions and which the Plan allocates to Participants.

(B) Method of Allocation. The Employer in its Adoption Agreement must specify the method of allocating Nonelective Contributions to the Plan. The Plan Administrator will apply this Section 3.04(B) by including in the allocation only those Participants who have satisfied the Plan's allocation conditions under Section 3.06, if any, applicable to the contribution. The Plan Administrator, in allocating a contribution under any allocation formula which is based in whole or in part on Compensation, will take into account Compensation under Section 1.11 as the Employer elects in its Adoption Agreement and only will take into account the Compensation of the Participants entitled to an allocation. In addition, if the Employer has elected in its Adoption Agreement to define allocation Compensation over a time period which is less than a full Plan Year, the Plan Administrator will apply the allocation methods in this Section 3.04(B) based on Participant Compensation within the relevant time period.

(1) **Pro rata allocation formula.** The Employer in its Adoption Agreement may elect a pro rata allocation formula. Under a pro rata allocation formula, the Plan Administrator will allocate the Employer Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year (or other applicable period) bears to the total Compensation of all Participants for the Plan Year (or other applicable period).

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(2) **Permitted disparity allocation formula.** The Employer in its Adoption Agreement may elect a permitted disparity formula, providing allocations described in (a) below.

(a) **Two-tiered formula.**

(i) **Tier one.** Under the first tier, the Plan Administrator will allocate the Employer Contributions for a Plan Year in the same ratio that each Participant's Compensation plus Excess Compensation (as the Employer defines that term in its Adoption Agreement) for the Plan Year bears to the total Compensation plus Excess Compensation of all Participants for the Plan Year. The allocation under this first tier, as a percentage of each Participant's Compensation plus Excess Compensation, must not exceed the applicable percentage (5.7%, 5.4%, or 4.3%) listed under Section 3.04(B)(2)(b).

(ii) **Tier two.** Under the second tier, the Plan Administrator will allocate any remaining Employer Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year.

(b) **Maximum disparity table.** For purposes of the permitted disparity allocation formulas under this Section 3.04(B)(2), the applicable percentage is:

Integration level % of Taxable Wage Base	Applicable %
100%	5.7%
More than 80% but less than 100%	5.4%
More than 20% (but not less than $10,001) and not more than 80%	4.3%
20% (or $10,000, if greater) or less	5.7%

For this purpose, the Taxable Wage Base is the contribution and benefit base under section 230 of the Social Security Act in effect at the beginning of the Plan Year. The integration level is the uniform amount specified in the Employer's Adoption Agreement.

(c) **Overall permitted disparity limits.**

(i) **Annual overall permitted disparity limit.** Notwithstanding Section 3.04(B)(2)(a), for any Plan Year the Plan benefits any Participant who benefits under another plan maintained by the Employer that provides for permitted disparity (or imputes disparity), the Plan Administrator will allocate Employer Contributions to the Account of each Participant in the same ratio that each Participant's Compensation bears to the total Compensation of all Participants for the Plan Year.

(ii) **Cumulative permitted disparity limit.** Effective for Plan Years beginning after December 31, 1994, the cumulative permitted disparity limit for a Participant is 35 total cumulative permitted disparity years. "Total cumulative permitted disparity years" means the number of years credited to the Participant for allocation or accrual purposes under the Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's cumulative permitted disparity limit, the Plan Administrator will treat all years ending in the same calendar year as the same year. If the Participant has not benefited under a Defined Benefit Plan or under a target benefit plan of the Employer for any year beginning after December 31, 1993, the Participant does not have a cumulative permitted disparity limit.

For purposes of this Section 3.04(B)(2)(c), a Participant "benefits" under a plan for any Plan Year during which the Participant receives, or is deemed to receive, a contribution allocation in accordance with Treas. Reg. §1.410(b)-3(a).

(d) **Pro-ration of integration level.** In the event that the Plan Year is less than 12 months and the Plan Administrator will allocate the Employer Contribution based on Compensation for the short Plan Year, the Plan Administrator will pro rate the integration level based on the number of months in the short Plan Year. The Plan Administrator will not pro rate the integration level in the case of: (i) a Participant who participates in the Plan for less than the entire 12 month Plan Year and whose allocation is based on Participating Compensation; (ii) a new Plan established mid-Plan Year, but with an Effective Date which is as of the beginning of the Plan Year; or (iii) a terminating Plan which bases allocations on Compensation through the effective date of the termination, but where the Plan Year continues for the balance of the full 12 month Plan Year.

(3) **Classifications allocation formula.** The Employer in its Adoption Agreement may elect to specify classifications of Participants to whom the Plan Administrator will allocate any Employer Contribution.

(a) **Classifications.** The Employer may elect to specify any number of classifications and a classification may consist of any number of Participants. The Employer also may elect to put each Participant in his/her own classification.

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(b) **Allocation of contribution within classifications.** The Plan Administrator will apportion the Employer Contribution for a Plan Year to the classifications as the Employer designates in writing at the time that the Employer makes the contribution. If there is more than one Participant in a classification, the Plan Administrator will allocate the Employer Contribution for the Plan Year within each classification as the Employer elects in its Adoption Agreement which may be: (i) in the same ratio that each Participant's Compensation for the Plan Year bears to the total Plan Year Compensation for all Participants within the same classification (pro rata); or (ii) the same dollar amount to each Participant within a classification.

(c) **Shifting classifications within the Plan Year.** If a Participant during a Plan Year shifts from one classification to another, the Plan Administrator will apportion the Participant's allocation for each classification pro rata based on the Participant's Compensation for the part of the Plan Year the Participant was a member of the classification, unless the Employer in Appendix B to its Adoption Agreement: (i) specifies apportionment based on the number of months or days a Participant spends in a classification; or (ii) elects that the Employer will direct the Plan Administrator as to which classification the Participant will participate in during that entire Plan Year.

(4) **Age-based allocation formula.** The Employer in its Adoption Agreement may elect an age-based allocation formula. The Plan Administrator will allocate the Employer Contribution for the Plan Year in the same ratio that each Participant's Benefit Factor for the Plan Year bears to the sum of the Benefit Factors of all Participants for the Plan Year. As such, the total Employer Contribution will be allocated to each Participant sharing in the allocation such that the equivalent benefit accrual rate for each such Participant is identical.

(a) **Definition of Benefit Factor.** A Participant's Benefit Factor is his/her Compensation for the Plan Year multiplied by the Participant's Actuarial Factor.

(b) **Definition of Actuarial Factor.** A Participant's Actuarial Factor is the factor that the Plan Administrator establishes based on the interest rate and mortality table the Employer elects in its Adoption Agreement. If the Employer elects to use the UP-1984 table, a Participant's Actuarial Factor is the factor in Table I of Appendix C to the Adoption Agreement or is the product of the factors in Tables I and II of Appendix C to the Adoption Agreement if the Plan's Normal Retirement Age is not age 65. If the Employer in its Adoption Agreement elects to use a table other than the UP-1984 table, the Plan Administrator will determine a Participant's Actuarial Factor in accordance with the designated table (which the Employer will attach to the Adoption Agreement as a substituted Appendix C) and the Adoption Agreement elected interest rate.

(5) **Incorporation of fixed formula.** The Employer in its Adoption Agreement may elect to allocate Employer Contributions in accordance with the Plan's fixed Employer Contribution formula. In such event, the Plan Administrator will allocate the Employer Contributions for a Plan Year in accordance with the Fixed Nonelective or other Employer Contribution formula. See Section (A)(3) regarding the allocation of Mandatory Employee Contributions.

(C) [Reserved]

(D) Former Employees. If the Employer elects in its Adoption Agreement, the Employer may make Nonelective Contributions with respect to one or more former Employees who have Separated from Service and have Deemed Includible Compensation. The Employer in its Adoption Agreement must elect the contribution and which Participants shall be entitled to receive the Nonelective Contribution. If the Employer elects the discretionary contribution, then the Plan Administrator will allocate the contribution in accordance with the principles of Section (B)(3), treating each such former Employee as being in a separate classification. The allocation conditions of Section 3.06 will not apply to contributions made pursuant to this Section and the former Employee will be fully Vested in such contributions. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.

3.05 [RESERVED]

3.06 ALLOCATION CONDITIONS. The Employer in its Adoption Agreement will elect the allocation conditions, if any, which the Plan Administrator will apply in allocating Employer Contributions (except for those contributions described below) and in allocating forfeitures allocated as an Employer Contribution under the Plan.

(A) Contributions Not Subject to Allocation Conditions. The Employer may not elect to impose any allocation conditions on: (1) Elective Deferrals; (2) Additional Matching Contributions; (3) Employee Contributions; or (4) Nonelective Contributions to former Employees under Section 3.04(D); or (5) Rollover Contributions.

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(B) Conditions. The Employer in its Adoption Agreement may elect to impose allocation conditions based on Hours of Service or employment at a specified time (or both), in accordance with this Section 3.06(B). The Employer may elect to impose different allocation conditions to different Employer Contribution Types under the Plan. A Participant does not accrue an Employer Contribution or forfeiture allocated as an Employer Contribution with respect to a Plan Year or other applicable period, until the Participant satisfies the allocation conditions for that Employer Contribution Type.

(1) **Hours of Service requirement.** The Plan Administrator will not allocate any portion of an Employer Contribution for a Plan Year to any Participant's Account if the Participant does not complete the applicable minimum Hours of Service (or consecutive calendar days of employment under the Elapsed Time Method) requirement the Employer specifies in its Adoption Agreement for the relevant period.

(a) **1,000 HOS in Plan Year/other HOS requirement.** The Employer may elect to require a Participant to complete: (i) 1,000 Hours of Service during the Plan Year (or to be employed for at least 182 consecutive calendar days under the Elapsed Time Method); (ii) a specified number of Hours of Service during the Plan Year which is less than 1,000 Hours of Service; or (iii) a specified number of Hours of Service within the time period the Employer elects in its Adoption Agreement, but not exceeding 1,000 Hours of Service in a Plan Year. The Plan may impose allocation conditions other than those specified here.

(b) **501 HOS/terminees.** The Employer in its Adoption Agreement may elect to require a Participant to complete during a Plan Year 501 Hours of Service (or to be employed for at least 91 consecutive calendar days under the Elapsed Time Method) to share in the allocation of Employer Contributions for that Plan Year where the Participant is not employed by the Employer on the last day of that Plan Year, including the Plan Year in which the Employer terminates the Plan.

(c) **Short Plan Year or allocation period.** This Section 3.06(B)(1)(c) applies to any Plan Year or to any other allocation time period under the Adoption Agreement which is less than 12 months, where in either case, the Employer creates a short allocation period on account of a Plan amendment, the termination of the Plan or the adoption of the Plan with an initial short Plan Year. In the case of any short allocation period, the Plan Administrator will prorate any Hour of Service requirement based on the number of days in the short allocation period divided by the number of days in the normal allocation period, using 365 days in the case of Plan Year allocation period. The Employer in Appendix B to its Adoption Agreement may elect not to pro-rate Hours of Service in any short allocation period or to apply a monthly pro-ration method.

(2) **Last day requirement.** The Employer may elect to require a Participant to be employed by the Employer on the last day of the Plan Year or other specified period or on a specified date.

(C) Time Period. The Employer in its Adoption Agreement will elect the time period to which the Plan Administrator will apply any allocation condition. The Employer may elect to apply the same time period to all Contribution Types or to elect a different time period based on Contribution Type.

(D) Death, Disability or Retirement Age. The Employer in its Adoption Agreement will elect whether any elected allocation condition applies or is waived for a Plan Year if a Participant incurs a Separation from Service during the Plan Year on account of the Participant's death, Disability or attainment of Normal Retirement Age or Early Retirement Age in the current Plan Year or on account of the Participant's Disability or attainment of Normal Retirement Age or Early Retirement Age in a prior Plan Year. The Employer's election may be based on Contribution Type or may apply to all Contribution Types.

(E) No Other Conditions. In allocating Employer Contributions under the Plan, the Plan Administrator will not apply any other allocation conditions except those the Employer elects in its Adoption Agreement or otherwise as the Plan may require.

3.07 FORFEITURE ALLOCATION. The amount of a Participant's Account forfeited under the Plan is a Participant forfeiture. The Employer may direct the Plan Administrator to use Forfeitures to reinstate previously forfeited Account Balances of Participants, if any, in accordance with Section 5.07, or to satisfy any contribution that may be required pursuant to Section 7.07.

(A) Allocation Method. The Employer in its Adoption Agreement must specify the method or methods the Plan Administrator will apply to allocate forfeitures. If the Employer elects more than one method, unless the Employer designates a specific ordering in its Adoption Agreement, the Plan Administrator may allocate the forfeitures by applying one or more of such elected methods in any order as the Plan Administrator operationally may determine, until the forfeitures are fully allocated to the applicable forfeiture allocation Plan Year.

(1) **Forfeiture source.** The Employer in its Adoption Agreement may elect a different allocation method based on the forfeiture source (from Nonelective Contributions or from Matching Contributions) or may elect to apply the same allocation method to all forfeitures.

(a) **Attributable to Matching.** A Participant's forfeiture is attributable to Matching Contributions if the forfeiture is: (i) from the non-Vested portion of a Matching Contribution Account forfeited in accordance with Section 5.07 or, if applicable, Section 7.07; or (ii) an Associated Matching Contribution.

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(b) **Definition of Associated Matching Contribution.** An Associated Matching Contribution includes any Vested or non-Vested Matching Contribution (including Allocable Income) made as to Elective Deferrals or Employee Contributions the Plan Administrator distributes under Section 4.02(E) (Excess Amount), Section 4.10(A) (Excess Deferrals), or Section 7.08 relating to Plan correction.

(c) **Forfeiture or distribution of Associated Match.** An Employee forfeits an Associated Matching Contribution. A forfeiture under this Section 3.07(A)(1)(c) occurs no later than the Plan Year after the year for which the Matching Contribution was made and the forfeiture is allocated in the Plan Year described in Section 3.07(B). In the event of correction under Section 7.08 resulting in forfeiture of Associated Matching Contributions, the forfeiture occurs in the Plan Year of correction.

(2) **Application of "reduce" option/excess forfeitures.** If the Employer elects to allocate forfeitures to reduce Nonelective or Matching Contributions and the allocable forfeitures for the forfeiture allocation Plan Year described in Section 3.07(B) exceed the amount of the applicable contribution for that Plan Year to which the Plan Administrator would apply the forfeitures (or there are no applicable contributions under the Plan), the Plan Administrator will allocate the remaining forfeitures in the forfeiture allocation Plan Year. In such event, the Plan Administrator will allocate the remaining forfeitures to pay Plan expenses, as an additional Discretionary Nonelective Contribution or as a Discretionary Matching Contribution, as the Plan Administrator determines.

(3) **Plan expenses.** If the Employer in its Adoption Agreement elects to apply forfeitures to the payment of Plan expenses under Section 7.04(C), the Employer must elect at least one additional allocation method so that if the Plan Administrator elects to first apply the forfeitures to the payment of Plan expenses, and the forfeitures exceed the Plan's expenses, the Plan Administrator will apply any remaining forfeitures under the additional method the Employer has elected in its Adoption Agreement. The Plan Administrator may elect not to apply forfeitures to the payment of Plan expenses which are allocated to specific Participant accounts under Section 7.04(C)(2)(b).

(4) **No allocation to Elective Deferral Accounts.** The Plan Administrator will not allocate forfeitures to any Participant's Elective Deferral Account, including his/her Roth Deferral Account.

(5) **Allocation under classifications.** If the Employer in its Adoption Agreement has elected to allocate its Nonelective Contributions based on classifications of Participants, the Plan Administrator will allocate any forfeitures which under the Plan are allocated as additional Nonelective Contributions: (a) first to each classification pro rata in relation to the Employer's Nonelective Contribution to that classification for the forfeiture allocation Plan Year described in Section 3.07(B); and (b) second, the total amount of forfeitures allocated to each classification under (a) are allocated in the same manner as are the Nonelective Contributions to be allocated to that classification.

(6) **Limitation on forfeiture uses.** Forfeitures cannot be used as Elective Deferrals.

(B) Timing (forfeiture allocation Plan Year). The Plan Administrator will allocate Participant forfeitures (including the Earnings thereon) no later than the last day of the Plan Year following the Plan Year in which the forfeiture occurs. See Sections 3.07(A)(1)(c), 5.07 and 7.07 as to when a forfeiture occurs. If the Employer in its Adoption Agreement elects to apply forfeitures to the payment of Plan expenses, the Plan Administrator, consistent with this election, may apply forfeitures to pay Plan expenses which the Plan incurs in the forfeiture allocation Plan Year, but which the Plan Administrator pays within a reasonable time after the end of the forfeiture allocation Plan Year.

(1) **Allocation timing.** The Employer may elect different allocation timing based on the forfeiture source (from Nonelective Contributions or from Matching Contributions) or may elect to apply the same allocation timing to all forfeitures.

(2) **Contribution amount and timing not relevant.** The forfeiture allocation timing rules in this Section 3.07(B) apply irrespective of when the Employer makes its Employer Contribution for the forfeiture allocation Plan Year, and irrespective of whether the Employer makes an Employer Contribution for that Plan Year.

(C) Administration of Account Pending/Incurring Forfeiture. The Plan Administrator will continue to hold the undistributed, non-Vested portion of the Account of a Participant who has incurred a Separation from Service solely for his/her benefit until a forfeiture occurs at the time specified in Section 5.07 or if applicable, until the time specified in Section 7.07.

(D) Participant Does Not Share In Own Forfeiture. A Participant will not share in the allocation of a forfeiture of any portion of his/her Account, even if the Participant otherwise is entitled to an allocation of Employer Contributions and forfeitures in the forfeiture allocation Plan Year described in Section 3.07(B). If the forfeiting Participant is entitled to an allocation of Employer Contributions and forfeitures in the forfeiture allocation Plan Year, the Plan Administrator only will allocate to the Participant a share of the allocable forfeitures attributable to other forfeiting Participants.

(E) Plan Merger. In the event that the Employer merges another plan into this Plan, and does not fully vest upon merger the participant accounts in the merging plan, the Plan Administrator will allocate any post-merger forfeitures attributable to the merging plan in accordance with the Employer's elections in its Adoption Agreement. The Employer may elect to limit any such forfeiture allocation only to those Participants who were also participants in the merged plan, but in the absence of

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such an election, all Participants who have satisfied any applicable allocation conditions under Section 3.06 will share in the forfeiture allocation.

3.08 ROLLOVER CONTRIBUTIONS. The Plan Administrator will apply this Section 3.08 in administering Rollover Contributions to the Plan, if any.

(A) Policy Regarding Rollover Acceptance. Unless it is prohibited in the Adoption Agreement, the Plan Administrator, operationally (except as to In-Plan Roth Rollover Contributions under Section 3.08(E)), may elect to permit or not to permit Rollover Contributions to this Plan (even if the Plan is a Frozen Plan) or may elect to limit an Eligible Employee's right or a Participant's right to make a Rollover Contribution. The Plan Administrator also may adopt, amend or terminate any policy regarding the Plan's acceptance of Rollover Contributions. If the Employer in its Adoption Agreement elects to permit In-Plan Roth Rollover Contributions, the Plan Administrator will administer In-Plan Roth Rollover Contributions in accordance with Section 3.08(E) and the Employer's Adoption Agreement elections.

(1) **Rollover documentation.** If the Plan Administrator permits Rollover Contributions, any Participant (or as applicable, any Eligible Employee), with the Plan Administrator's written consent and after filing with the Plan Administrator the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Plan. Before accepting a Rollover Contribution, the Plan Administrator may require a Participant (or Eligible Employee) to furnish satisfactory evidence the proposed rollover is in fact a permissible "rollover contribution" under the Code.

(2) **Declination/related expense.** The Plan Administrator, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (a) generate unrelated business taxable income; (b) create difficulty or undue expense in storage, safekeeping or valuation; (c) include property the Plan cannot hold: (d) violate applicable Investment Arrangement Documentation; or (e) create other practical problems for the Plan. The Plan Administrator also may accept the Rollover Contribution on condition that the Participant's or Employee's Account is charged with all expenses associated therewith.

(B) Limited Testing. A Rollover Contribution is not an Annual Addition under Section 4.05(A).

(C) Pre-Participation Rollovers. If an Eligible Employee makes a Rollover Contribution to the Plan prior to satisfying the Plan's eligibility conditions or prior to reaching his/her Entry Date, the Plan Administrator must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48). A limited Participant does not share in the Plan's allocation of Employer Contributions nor Participant forfeitures and may not make Elective Deferrals until he/she actually becomes a Participant in the Plan. If a limited Participant has a Separation from Service prior to becoming a Participant in the Plan, the Plan will distribute his/her Rollover Contributions Account to him/her in accordance with Section 6.01(B).

(D) May Include Employee Contributions and Roth Deferrals. A Rollover Contribution may include Employee Contributions and Roth Deferrals made to another plan, as adjusted for Earnings. In the case of Employee Contributions: (1) such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), is a 403(b) plan, or is a governmental 457(b) plan; and (2) the Plan must account separately for the Rollover Contribution, including the Employee Contribution and the Earnings thereon. In the case of Roth Deferrals: (1) such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a) or from a §403(b) plan or from a governmental 457(b) plan; (2) the Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon; and (3) this Plan must permit Roth Deferrals.

(E) In-Plan Roth Rollover Contributions.

(1) **Employer Election.** The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section 3.08(E) with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit such contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts.

(2) **Eligibility for Distribution and Rollover.** A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.

(a) **Parties eligible to elect.** The Employer in Appendix B to its Adoption Agreement can limit to Employees the right to elect to make In-Plan Roth rollovers. If the Employer does not make this election, for purposes of eligibility for an In-Plan Roth Rollover, the Plan will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

(b) **Distribution from partially Vested account.** In-Plan Roth Rollovers are permitted only from Vested amounts allocated to a qualifying source but may be made from partially Vested Accounts unless the Employer elects otherwise in Appendix B to its Adoption Agreement. If a distribution is made to a Participant who has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution is to be made, and the Participant may increase the Vested

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percentage in such Account, then at any relevant time Section 5.03(C) will apply to determine the Participant's Vested portion of the Account.

(3) **Form and Source of Rollover.**

(a) **Direct Rollover.** An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

(b) **Account source.** A Participant may make an In-Plan Roth Rollover from any account (other than a Roth account) unless the Employer otherwise elects in Appendix B to its Adoption Agreement. Also see Section 6.01(D)(7).

(c) **Cash or in-kind.** The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments to the In-Plan Roth Rollover Account. A Plan loan so rolled over without changing the repayment schedule is not treated as a new loan. However the Employer in Appendix B to its Adoption Agreement, may provide that loans cannot be rolled over in an In-Plan Roth Rollover.

(d) **No Rollover or Distribution Treatment.** Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected $5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the $5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) Protected Benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In-Plan Roth Rollover Contribution.

(e) **Coordination with Vendor.** In-Plan Roth Rollovers are not permitted from a source or under circumstances not permitted by the Vendor's rules. For example, if a Vendor's rules do not permit in-Plan Roth Rollovers from otherwise nondistributable amounts, then the Participant cannot make such rollovers from Investment Arrangements that Vendor provides.

3.09 EMPLOYEE CONTRIBUTIONS. An Employer must elect in its Adoption Agreement whether to permit Employee Contributions. If the Employer elects to permit Employee Contributions, the Employer also must specify in its Adoption Agreement any limitations which apply to Employee Contributions. Employee Contributions will be accepted for an Investment Arrangement only to the extent permitted in the Investment Arrangement Documentation. If the Employer permits Employee Contributions, the Plan Administrator operationally will determine if a Participant will make Employee Contributions through payroll deduction or by other means.

(A) [Reserved]

(B) Matching. The Employer in its Adoption Agreement must elect whether the Employer will make Matching Contributions as to any Employee Contributions and, as applicable, the matching formula.

(C) Administrative provisions. The Plan Administrator may prescribe one or more forms relating to Employee Contributions, and may adopt an Employee Contribution policy. The Employee Contribution form or policy may specify limits and conditions applicable to Employee Contributions, consistent with Code §403(b).

(1) **Minimum Amount.** The Plan Administrator may establish an annual minimum Employee Contribution, and may change such minimum to a different amount from time to time.

(2) **Termination.** Any election on an Employee Contribution form shall remain in effect until a new election is filed or the election is revoked or otherwise terminates. The termination of a Participant's employment automatically revokes the Participant's election with regard to periods after the Participant is rehired.

3.10 USERRA/HEART ACT CONTRIBUTIONS.

(A) Application. This Section 3.10 applies to an Employee who: (1) has completed Qualified Military Service under USERRA; (2) the Employer has rehired under USERRA; and (3) is a Participant entitled to make-up contributions under Code §414(u). This Section 3.10 also applies to an Employee who dies or becomes disabled while performing Qualified Military Service, as provided in Sections 3.10(K) and the Employer's Adoption Agreement elections.

(B) Employer Contributions. The Employer will make up any Employer Contribution the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account had the Participant remained employed by the Employer during the period of Qualified Military Service.

(C) Compensation. For purposes of this Section 3.10, the Plan Administrator will determine an affected Participant's Compensation as follows. A Participant during his/her period of Qualified Military Service is deemed to receive Compensation equal to that which the Participant would have received had he/she remained employed by the Employer, based on the Participant's rate of pay that would have been in effect for the Participant during the period of Qualified Military

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Service. If the Compensation during such period would have been uncertain, the Plan Administrator will use the Participant's actual average Compensation for the 12 month period immediately preceding the period of Qualified Military Service, or if less, for the period of employment.

(D) Elective Deferrals/Employee Contributions. If the Plan provided for Elective Deferrals, Employee Contributions or Mandatory Employee Contributions during a Participant's period of Qualified Military Service, the Plan Administrator must allow a Participant under this Section 3.10 to make up such Elective Deferrals, Employee Contributions or Mandatory Employee Contributions to his/her Account. The Participant may make up the maximum amount of Elective Deferrals, Employee Contributions or Mandatory Employee Contributions which he/she under the Plan terms would have been able to contribute during the period of Qualified Military Service (less any such amounts the Participant actually contributed during such period) and the Participant must be permitted to contribute any lesser amount as the Plan would have permitted. The Participant must make up any contribution under this Section 3.10(D) commencing on his/her Re-Employment Commencement Date and not later than 5 years following reemployment (or if less, a period equal to 3 times the length of the Participant's Qualified Military Service triggering such make-up contribution).

(E) Matching Contributions. The Employer will make up any Matching Contribution that the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account during the period of Qualified Military Service, but based on any make-up Elective Deferrals or make-up Employee Contributions that the Participant makes under Section 3.10(D).

(F) Limitations/Testing. Contributions under this Section 3.10 are Annual Additions and are tested under Section 4.10(A) (Elective Deferral Limit) in the year to which such contributions are allocated, but not in the year in which such contributions are made.

(1) **Differential Wage Payments.** The Plan is not treated as failing to meet the requirements of any provision described in this Section 3.10(F) by reason of any contribution or benefit which is based on a Differential Wage Payment. The preceding sentence applies only if all Employees performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive Differential Wage Payments on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)). The Plan Administrator operationally may determine, for purposes of any provision described in this Section 3.10(F), whether to take into account any Elective Deferrals, and if applicable, any Matching Contributions, attributable to Differential Wage Payments.

(G) No Earnings. A Participant receiving any make-up contribution under this Section 3.10 is not entitled to an allocation of any Earnings on any such contribution prior to the time that the Employer actually makes the contribution (or timely deposits the Participant's own make-up Elective Deferrals or Employee Contributions) to the Plan.

(H) No Forfeitures. A Participant receiving any make-up allocation under this Section 3.10 is not entitled to an allocation of any forfeitures allocated during the Participant's period of Qualified Military Service.

(I) Allocation Conditions. For purposes of applying any Plan allocation conditions under Section 3.06, the Plan Administrator will treat any period of Qualified Military Service as Service.

(J) HEART Act Death Benefits. If a Participant dies while performing Qualified Military Service, the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's Qualified Military Service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.

(K) HEART Act Continued Benefit Accrual. This Section 3.10(K) does not apply unless the Employer in Appendix B to its Adoption Agreement elects to apply such provisions. If this Section 3.10(K) applies, then for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled while performing Qualified Military Service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or Disability (as the case may be) and terminated employment on the actual date of death or Disability.

(1) **Determination of benefits.** The Plan will determine the amount of Employee Contributions and the amount of Elective Deferrals of an individual treated as reemployed under this Section 3.10(K) for purposes of applying Code §414(u)(8)(C) on the basis of the individual's average actual Employee Contributions or Elective Deferrals for the lesser of: (a) the 12-month period of service with the Employer immediately prior to Qualified Military Service; or (b) the actual length of continuous service with the Employer.

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ARTICLE 4. LIMITATIONS AND TESTING

4.01 ANNUAL ADDITIONS LIMIT. The amount of Annual Additions which the Plan Administrator may allocate under this Plan to a Participant's Account for a Limitation Year may not exceed the Annual Additions Limit.

(A) Actions to Prevent Excess Amount. If the Annual Additions the Plan Administrator otherwise would allocate under the Plan to a Participant's Account for the Limitation Year would exceed the Annual Additions Limit, the Plan Administrator will not allocate the Excess Amount, but instead will take any reasonable, uniform action the Plan Administrator determines necessary to avoid allocation of an Excess Amount. Such actions include, but are not limited to, those described in this Section 4.01(A). The Plan Administrator may apply this Section 4.01 in a manner which maximizes the allocation to a Participant of Employer Contributions (exclusive of the Participant's Elective Deferrals). Notwithstanding any contrary Plan provision, the Plan Administrator, for the Limitation Year, may: (1) suspend or limit a Participant's additional Employee Contributions or Elective Deferrals; (2) notify the Employer to reduce the Employer's future Plan contribution(s) as necessary to avoid allocation to a Participant of an Excess Amount; or (3) suspend or limit the allocation to a Participant of any Employer Contribution previously made to the Plan (exclusive of Elective Deferrals) or of any Participant forfeiture. If an allocation of Employer Contributions previously made (excluding a Participant's Elective Deferrals) or of Participant forfeitures would result in an Excess Amount to a Participant's Account, the Plan Administrator will allocate the Excess Amount to the remaining Participants who are eligible for an allocation of Employer Contributions for the Plan Year in which the Limitation Year ends. The Plan Administrator will make this allocation in accordance with the Plan's allocation method as if the Participant whose Account otherwise would receive the Excess Amount is not eligible for an allocation of Employer Contributions. If the Plan Administrator allocates to a Participant an Excess Amount, the Plan Administrator must dispose of the Excess Amount in accordance with Section 4.03.

(B) Estimated and Actual Compensation. Prior to the determination of the Participant's actual Compensation for the Limitation Year, the Plan Administrator may determine the Annual Additions Limit on the basis of the Participant's estimated annual Compensation for such Limitation Year. The Plan Administrator will make this determination on a reasonable and uniform basis for all Participants similarly situated. The Plan Administrator must reduce the allocation of any Employer Contribution (including the allocation of Participant forfeitures) based on estimated annual Compensation by any Excess Amounts carried over from prior years. As soon as is administratively feasible after the end of the Limitation Year, the Plan Administrator will determine the Annual Additions Limit on the basis of the Participant's actual Compensation for such Limitation Year.

4.02 ANNUAL ADDITIONS LIMIT CODE §415 AGGREGATED PLANS.

(A) Application of this Section. This Section 4.02 applies only to Participants who, in addition to this Plan, participate in one or more Code §415 Aggregated Plans.

(1) **Definition of Code §415 Aggregated Plans.** Code §415 Aggregated Plans means 403(b) plans maintained by the Employer or a Predecessor Employer and which provide an Annual Addition during the Limitation Year.

(B) Combined Plans Limitation. The amount of Annual Additions which the Plan Administrator may allocate under this Plan to a Participant's Account for a Limitation Year may not exceed the Combined Plans Limitation.

(1) **Definition of Combined Plans Limitation.** The Combined Plans Limitation is the Annual Additions Limit, reduced by the sum of any Annual Additions allocated to the Participant's accounts for the same Limitation Year under the Code §415 Aggregated Plans.

(2) **Prevention.** If the amount the Employer otherwise would allocate to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this Section 4.02(B) Combined Plans Limitation, the Employer will reduce the amount of its allocation to that Participant's Account in the manner described in Section 4.01, so the Annual Additions under all of the Code §415 Aggregated Plans for the Limitation Year will equal the Annual Additions Limit.

(3) **Correction.** If the Plan Administrator allocates to a Participant an amount attributed to this Plan under Section 4.02(D) which exceeds the Combined Plans Limitation, the Plan Administrator must dispose of the Excess Amount in accordance with Section 4.02(E).

(C) Estimated and Actual Compensation. Prior to the determination of the Participant's actual Compensation for the Limitation Year, the Plan Administrator may determine the Combined Plans Limitation on the basis of the Participant's estimated annual Compensation for such Limitation Year. The Plan Administrator will make this determination on a reasonable and uniform basis for all Participants similarly situated. The Plan Administrator must reduce the allocation of any Employer Contribution (including the allocation of Participant forfeitures) based on estimated annual Compensation by any Excess Amounts carried over from prior years. As soon as is administratively feasible after the end of the Limitation Year, the Plan Administrator will determine the Combined Plans Limitation on the basis of the Participant's actual Compensation for such Limitation Year. See Section 4.05(D) regarding the definition of Compensation.

(D) Ordering Rules. If a Participant's Annual Additions under this Plan and the Code §415 Aggregated Plans result in an Excess Amount, such Excess Amount will consist of the Amounts last allocated. If the Plan Administrator allocates an

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Excess Amount to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, unless the Employer specifies otherwise in an Appendix B to its Adoption Agreement, the Excess Amount attributed to this Plan will equal the product of: (1) the total Excess Amount allocated as of such date, multiplied by (2) the ratio of (a) the Annual Additions allocated to the Participant as of such date for the Limitation Year under the Plan to (b) the total Annual Additions allocated to the Participant as of such date for the Limitation Year under this Plan and the Code §415 Aggregated Plans.

(E) Disposition of Allocated Excess Amount Attributable to Plan. The Plan Administrator will dispose of any allocated Excess Amounts described in and attributed to this Plan under Section 4.02(D) as provided in Section 4.03.

(F) Override. The Employer in Appendix B to its Adoption Agreement may specify overriding provisions which will apply to satisfy the requirements of Code §415 and the applicable regulations if the Employer maintains more than one 403(b) plan.

4.03 DISPOSITION OF EXCESS ANNUAL ADDITIONS. If a Participant's Account exceeds the Annual Additions Limit for the Limitation Year, then the Plan Administrator will hold the Excess Amount in a separate account. The Excess Amount held in the separate account is includible in the Participant's gross income (to the extent vested) for the taxable year in which the Employer Contributions exceed the Annual Additions Limit. This separate account will be treated as a separate contract to which 403(c) (or another application provision of the Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

4.04 CONTROLLED EMPLOYER/QUALIFIED DEFINED CONTRIBUTION PLAN.

(A) Application of this Section. If a Participant in a 403(b) Plan also is in control of another employer, the 403(b) Plan is a Defined Contribution Plan maintained both by the controlled employer and by the Participant. In applying the Annual Additions Limit, the Participant must aggregate the 403(b) Plan contributions with all other contributions he/she receives under any qualified Defined Contribution Plan the controlled employer maintains.

(B) Control. For purposes of applying the Annual Additions Limit under Section (A), the Plan Administrator determines control under Code §§414(b) or 414(c), as modified by Code §415(h), in accordance with the rules of Treas. Reg. §1.415(f)-1(f).

(C) Annual Additions. For purposes of this Section, Annual Additions include the following amounts in addition to amounts described in Section 4.05: (1) amounts allocated to an individual medical account (as defined in Code §415(l)(2)) included as part of a pension or annuity plan maintained by the Employer; (2) contributions paid or accrued attributable to post-retirement medical benefits allocated to the separate account of a key-employee (as defined in Code §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the Employer; and (3) allocations under a simplified employee pension (SEP) described in Code §408(k). However, the amounts described in (1) and (2) apply solely for purposes of the applying the dollar limitation of Section 4.05(B)(i) and do not apply for purposes of the percentage limitation of Section 4.05(B)(ii).

(D) Annual Notice to Participants. The Plan Administrator will provide written or electronic notice to Participants that explains the limitation in this Section 4.04 in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Plan Administrator that is necessary to satisfy this Section. The notice will advise Participants that the application of the limitations in this Section will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Plan Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under Code §403(b). The notice will be provided annually, beginning no later than the later of (1) the year in which the Employee becomes a Participant, or (2) the first Plan Year which begins after the Employer adopts this document.

4.05 DEFINITIONS: SECTIONS 4.01-4.04. The following definitions apply for purposes of Sections 4.01 through 4.04, and supersede any contrary definitions in Article 1:

(A) Annual Additions. Annual Additions means the sum of the following amounts allocated to a Participant's Account for a Limitation Year: (1) Employer Contributions (including Elective Deferrals); (2) forfeitures; (3) Employee Contributions; and (4) Mandatory Employee Contributions.

(1) **Exclusions.** Annual Additions do not include: (a) Catch-Up Contributions; (b) Excess Deferrals which the Plan Administrator corrects by distribution by April 15 of the following calendar year; (c) designated IRA contributions; (d) Restorative Payments; (e) transfers to this Plan; (f) Rollover Contributions (as described in Code §§401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (g) In-Plan Roth Rollovers, (h) Repayments of loans made to a Participant from the Plan; and (i) Repayments of amounts described in Code §411(a)(7)(B) (in accordance with Code §411(a)(7)(C)) and Code §411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code §414(d)) as described in Code §415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments.

(2) **Date of tax-exempt Employer Contributions.** Notwithstanding anything in the Plan to the contrary, in the case of an Employer that is exempt from Federal income tax (including a governmental employer), Employer Contributions are treated as credited to a Participant's account for a particular Limitation Year only if the contributions

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are actually made to the Plan no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends.

(B) Annual Additions Limit. Annual Additions Limit means the lesser of: (i) $40,000 (or, if greater, the $40,000 amount as adjusted under Code §415(d)), or (ii) 100% of the Participant's Compensation for the Limitation Year. If there is a short Limitation Year because of a change in Limitation Year, the Plan Administrator will multiply the $40,000 (as adjusted) limitation by the following fraction:

$$\frac{\text{Number of months (or fractional parts thereof) in the short Limitation Year}}{12}$$

The 100% Compensation limitation in clause (ii) above does not apply to any contribution for medical benefits within the meaning of Code §401(h) or Code §419A(f)(2) which otherwise is an Annual Addition.

(1) **Single plan treatment of 403(b) Plans.** For purposes of applying the Annual Additions Limit, the Plan Administrator must treat all 403(b) Plans (whether or not terminated) maintained by the Employer as a single plan.

(2) **Church plan.** For a Participant who is an Employee of a Church or a convention or association of churches, including an organization described in Code §414(e)(3)(B)(ii), the Annual Additions limit is not less than $10,000 regardless of the Participant's Includible Compensation in the Limitation Year. With respect to any Participant, the total amount of Annual Additions that, but for this Section 4.05(B)(2), would be in excess of the Annual Additions Limit cannot exceed $40,000. Thus, the aggregate of Annual Additions for all Limitation Years that would exceed the Annual Additions Limit but for this rule is limited to $40,000. In the case of a Participant described in Code §415(c)(7)(B) who is performing services outside the United States, the Participant's Annual Additions Limit shall not be less than $3,000, provided the Participant's adjusted gross income for the taxable year (determined separately and without regard to community property laws) exceeds $17,000.

(3) **Certain contributions treated as made to a Defined Contribution Plan.** Solely for purposes of Sections 4.01 through 4.04, the following contributions are treated as contributions to a Defined Contribution Plan: (i) mandatory employee contributions under Code §411(c)(2)(C) made to a Defined Benefit Plan maintained by the Employer, unless such contributions are "picked up" by the Employer under Code §414(h)(2); (ii) contributions to an individual medical account (as defined in Code §415(l)(2)) included as part of a Defined Benefit Plan or annuity plan under Code §401(h) maintained by the Employer; and (iii) a welfare benefit fund under Code §419(e) maintained by the Employer to the extent there are post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code §419A(d)(3)).

(C) Cessation of Affiliation. A Cessation of Affiliation means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the employer under the employer affiliation rules of Treas. Reg. §§1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

(D) Compensation. Compensation means Includible Compensation and includes Deemed Includible Compensation and Post-Severance Compensation. Compensation includes Elective Deferrals, irrespective of whether the Employer has elected in its Adoption Agreement to include these amounts as Compensation under Section 1.11. No Compensation exclusions the Employer has elected in Question 10 to its Adoption Agreement apply for determining Includible Compensation.

(1) **"First few weeks rule."** If the Employer elects in Appendix B to its Adoption Agreement, the Plan Administrator on a uniform and consistent basis as to similarly situated Participants, will include in Compensation for Code §415 purposes Compensation earned in such Limitation Year but which, solely because of pay period and pay date timing, is paid in the first few weeks of the next following Limitation Year as described in Treas. Reg. §1.415(c)-2(e)(2). This Section 4.05(D)(1) applies to Code §415 testing Compensation but does not affect Compensation for allocation purposes.

(2) **Differential Wage Payment.** The Plan treats a Differential Wage Payment to an Employee as Compensation for purposes of application the Annual Additions Limit.

(E) Employer. Employer means the Signatory Employer and any Related Employer. Solely for purposes of applying the Annual Additions Limit, the Plan Administrator will determine Related Employer status by modifying Code §§414(b) and (c) in accordance with Code §415(h) and Treas. Reg. §1.415(a)-1(f)(1) and will take into account tax-exempt organizations under Treas. Reg. §1.414(c)-5. For purposes of the limitation of Section 4.04(A), the Employer includes the controlled employer described in Section 4.04.

(F) Excess Amount. Excess Amount means the excess of the Participant's Annual Additions for the Limitation Year over the Annual Additions Limit.

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(G) Formerly Affiliated Plan. Formerly Affiliated Plan means a plan that, immediately prior to the Cessation of Affiliation, was actually maintained by one or more of the entities that constitute the Employer (as determined under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the Employer (as determined under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2)).

(H) Limitation Year. See Section 1.45.

(I) Predecessor Employer. Predecessor Employer means a former employer with respect to a participant in a plan maintained by an employer if the employer maintains a plan under which the participant had accrued a benefit while performing services for the employer, but only if that benefit is provided under the plan maintained by the employer. For this purpose, the formerly affiliated plan rules in Treas. Reg. §1.415(f)-1(b)(2) apply as if the Employer and Predecessor Employer constituted a single employer under the rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) immediately prior to the Cessation of Affiliation (and as if they constituted two, unrelated employers under the rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) immediately after the Cessation of Affiliation) and Cessation of Affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship. With respect to an Employer of a Participant, a former entity that antedates the Employer is a Predecessor Employer with respect to the Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(J) Restorative Payment. A Restorative Payment means a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are Restorative Payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to the Plan made pursuant to a court-approved settlement, to restore losses to the Plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not Restorative Payments and generally constitute contributions that are considered Annual Additions.

4.06 [RESERVED]

4.07 [RESERVED]

4.08 [RESERVED]

4.09 [RESERVED]

4.10 403(b) TESTING. The Plan Administrator will test Elective Deferrals, Matching Contributions and Employee Contributions under the Plan, in accordance with this Section 4.10.

(A) Annual Elective Deferral Limitation. A Participant's Elective Deferrals for a Taxable Year may not exceed the Elective Deferral Limit. Qualified Organization Catch-up Deferrals and Age 50 Catch-up Deferrals are not subject to the Elective Deferral Limit. See Sections 3.02(D) and (E).

(1) **Definition of Elective Deferral Limit.** The Elective Deferral Limit is the Code §402(g) limitation on each Participant's Elective Deferrals for each Taxable Year as described in Section 4.10(A)(3). If the Participant's Taxable Year is not a calendar year, the Plan Administrator must apply the Code §402(g) limitation in effect for the calendar year in which the Participant's Taxable Year begins.

(2) **Definition of Excess Deferral.** A Participant's Excess Deferral is the amount of Elective Deferrals for a Taxable Year which exceeds the Elective Deferral Limit.

(3) **Elective Deferral Limit.** The Elective Deferral Limit is the amount as in effect under Code §402(g) ($18,000 in 2017), subject to adjustment by the IRS in multiples of $500 under Code §402(g)(4). However, in no event shall a Participant's Elective Deferrals exceed the Participant's Compensation for the Taxable Year.

(4) **Suspension after reaching limit.** If, pursuant to a Salary Reduction Agreement or pursuant to a CODA election, the Employer determines a Participant's Elective Deferrals to the Plan for a Taxable Year would exceed the Elective Deferral Limit, the Employer will suspend the Participant's Elective Deferrals under his/her Salary Reduction Agreement, if any, until the following January 1 and will pay to the Participant in cash the portion of the Elective Deferrals which would result in the Participant's Elective Deferrals for the Taxable Year exceeding the Elective Deferral Limit.

(5) **Correction.** If the Plan Administrator determines a Participant's Elective Deferrals already contributed to the Plan for a Taxable Year exceed the Elective Deferral Limit, the Plan Administrator will distribute the Excess Deferrals as adjusted for Allocable Income, no later than April 15 of the following Taxable Year (or if later, the date permitted under Code §§7503 or 7508A).

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(6) **415 interaction.** If the Plan Administrator distributes the Excess Deferrals by the April 15 deadline under Section 4.10(A)(5), the Excess Deferrals are not an Annual Addition under Section 4.05, and the Plan Administrator may make the distribution irrespective of any other provision under this Plan or under the Code. Elective Deferrals distributed to a Participant as an Excess Amount in accordance with Section 4.03 are not taken into account in determining the Participant's Elective Deferral Limit.

(7) **More than one plan.** If a Participant participates in another plan subject to the Code §402(g) limitation under which he/she makes elective deferrals pursuant to a 401(k) Plan, elective deferrals under a SARSEP, elective contributions under a SIMPLE IRA or salary reduction contributions to a 403(b) plan (irrespective of whether the Employer maintains the other plan), the Participant may provide to the Plan Administrator a written claim for Excess Deferrals made to the Plan for a Taxable Year. The Participant must submit the claim no later than the March 1 following the close of the particular Taxable Year and the claim must specify the amount of the Participant's Elective Deferrals under this Plan which are Excess Deferrals. The Plan Administrator may require the Participant to provide reasonable evidence of the existence of and the amount of the Participant's Excess Deferrals. If the Plan Administrator receives a timely claim which it approves, the Plan Administrator will distribute the Excess Deferrals (as adjusted for Allocable Income under Section 4.11(B)(1)) the Participant has assigned to this Plan, in accordance with this Section 4.10(A). If a Participant has Excess Deferrals because of making Elective Deferrals to this Plan and other plans of the Employer (but where the Elective Deferral Limit is not exceeded based on Deferrals to any single plan), the Participant for purposes of this Section 4.10(A)(7) is deemed to have notified the Plan Administrator of this Plan of the Excess Deferrals.

(8) **Roth and Pre-Tax Deferrals.** If a Participant who will receive a distribution of Excess Deferrals, in the Taxable Year for which the corrective distribution is made, has contributed both Pre-Tax Deferrals and Roth Deferrals, the Plan Administrator operationally will determine the Elective Deferral Account source(s) from which it will direct the Vendor to make the corrective distribution. The Plan Administrator also may permit the affected Participant to elect the source(s) from which the Vendor will make the corrective distribution. However, the amount of a corrective distribution of Excess Deferrals to any Participant from the Pre-Tax Deferral or Roth Deferral sources under this Section 4.10(A)(8) may not exceed the amount of the Participant's Pre-Tax Deferrals or Roth Deferrals for the Taxable Year of the correction.

(B) [Reserved]

(C) [Reserved]

4.11 DEFINITIONS: SECTION 4.10. For purposes of Section 4.10:

(A) [Reserved]

(B) Allocable Income. Allocable Income means as follows:

(1) **Excess Deferrals.** For purposes of making a distribution of Excess Deferrals pursuant to Section 4.10(A), Allocable Income means Earnings allocable to the Excess Deferrals for the Taxable Year in which the Participant made the Excess Deferral.

(a) **Reasonable or alternative (pro rata) method.** To calculate such Allocable Income for the Taxable Year, the Plan Administrator will use: (i) a uniform method which reasonably reflects the manner used by the Plan Administrator to allocate Earnings to Participants' Accounts; or (ii) the "alternative method" under Treas. Reg. §1.402(g)-1(e)(5)(iii). See Section 4.11(B)(2)(a) as to the alternative method except the Plan Administrator will apply such modifications as are necessary to determine Taxable Year Allocable Income with respect to the Excess Deferrals.

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ARTICLE 5. VESTING

5.01 NORMAL/EARLY RETIREMENT AGE. The Employer in its Adoption Agreement must specify the Plan's Normal Retirement Age. If the Employer fails to specify the Plan's Normal Retirement Age in its Adoption Agreement, the Employer is deemed to have elected age 65 as the Plan's Normal Retirement Age. The Employer in its Adoption Agreement may specify an Early Retirement Age. A Participant's Account Balance derived from Employer Contributions is 100% Vested upon and after his/her attaining Normal Retirement Age (or if specified in the Adoption Agreement, Early Retirement Age) if the Participant is employed by the Employer on or after that date and regardless of the Participant's Years of Service for vesting or the Employer's Adoption Agreement elected vesting schedules.

5.02 PARTICIPANT DEATH OR DISABILITY. If the Employer elects in its Adoption Agreement, a Participant's Account Balance derived from Employer Contributions is 100% Vested if the Participant's Severance from Employment is a result of his/her death or his/her Disability.

5.03 VESTING SCHEDULE.

(A) General. Except as provided in Sections 5.01 and 5.02, for each Year of Service as described in Section 5.05, a Participant's Vested percentage of his/her Account Balance derived from Nonelective Contributions and Matching Contributions equals the percentage under the appropriate vesting schedule the Employer has elected in its Adoption Agreement.

(1) **Election of different schedules.** Unless the Employer in its Adoption Agreement elects otherwise, the vesting schedule for Nonelective Contributions will be the same vesting schedule as for Matching Contributions.

(B) Vesting Schedules.

(1) **In General.** Employer Contributions will vest in accordance with the Employer's Adoption Agreement election. The Employer may elect to provide immediate 100% vesting, "3-year cliff," "6-year graded," or a modified vesting schedule. The vesting schedule must be at least as rapid as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule. For purposes of the Employer's elections under its Adoption Agreement, "6-year graded," or "3-year cliff" means an Employee's Vested percentage, based on each included Year of Service, under the following applicable schedule:

6-year graded	**3-year cliff**
0-1 year / 0%	0-2 years / 0%
2 years / 20%	3 years / 100%
3 years / 40%	
4 years / 60%	
5 years / 80%	
6 years / 100%	

(C) Vesting Formula. If the Vendor makes a distribution to a Participant from an Account which is not fully Vested, and the Participant has not incurred a Forfeiture Break in Service, the provisions of this Section 5.03(C) apply to the Participant's Account Balance.

(1) **"Grossed-Up" formula.** At any relevant time following the distribution, the Plan Administrator will determine the Participant's Vested Account Balance derived from Employer Contributions in accordance with the following formula: P(AB + D) - D. To apply this formula, "P" is the Participant's current vesting percentage at the relevant time, "AB" is the Participant's Employer-derived Account Balance at the relevant time and "D" is the amount of the earlier distribution. If, under a Restated Plan, the Plan has made distribution to a partially-Vested Participant prior to its restated Effective Date , this special vesting formula also applies to that Participant's remaining Account Balance.

(2) **Alternative separate account formula.** The Employer, in Appendix B to its Adoption Agreement, may elect to use the alternative formula. If the Employer elects to use the alternative formula, then the Plan Administrator will establish a separate account for the Participant's Account Balance at the time of the distribution. At any relevant time following the distribution, the Plan Administrator will determine the Participant's Vested Account Balance in such separate account derived from Employer contributions in accordance with the following formula: P(AB + (R x D)) - (R x D). For purposes of this alternative formula, the terms in the preceding Paragraph have the same meaning and "R" is the ratio of "AB" to the Participant's Employer-derived Account Balance immediately following the earlier distribution.

(3) **Application to Nonelective/Matching.** If necessary, the Plan Administrator will determine the Participant's Vested Account Balance for the Participant's Matching Contributions and the Participant's Employer Nonelective Contributions separately.

(D) Special Vesting Elections. The Employer in its Adoption Agreement may elect other specified vesting provisions.

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(E) Fully Vested Amounts. A Participant is 100% Vested in all Accounts which are attributable to Elective Deferrals, Employee Contributions, QNECs, Mandatory Employee Contributions, Nonelective Contributions to former Employees under Section 3.04(D), and Rollover Contributions.

(F) Mergers/Transfers. A merger or transfer of assets from another 403(b) Plan to this Plan does not result, solely by reason of the merger or transfer, in 100% vesting of the merged or transferred assets. The Plan Administrator operationally will determine in the case of a merger or other transfer to the Plan whether: (1) to vest immediately all transferred assets; (2) to vest the transferred assets in accordance with the Plan's vesting schedule applicable to the contribution type being transferred; or (3) to vest the transferred assets in accordance with the transferor plan's vesting schedule(s) applicable to the contribution types being transferred, as such schedules existed on the date of the transfer. The Employer may elect to record such information in its Adoption Agreement as a special Vesting Election.

5.04 [RESERVED]

5.05 YEAR OF SERVICE – VESTING. For purposes of this Article 5, the following definitions and operational rules apply:

(A) Definition of Year of Service. A Year of Service, for purposes of determining a Participant's vesting under Section 5.03, means a Vesting Computation Period during which an Employee completes the number of Hours of Service the Employer specifies in its Adoption Agreement, without regard to whether the Employer continues to employ the Employee during the entire Vesting Computation Period.

(B) Definition of Vesting Computation Period. A Vesting Computation Period is a 12-consecutive month period the Employer elects in its Adoption Agreement.

(C) Counting Years of Service. For purposes of a Participant's Vesting in the Plan, the Plan counts all of an Employee's Years of Service except:

(1) **Forfeiture Break in Service; Cash-Out.** For the sole purpose of determining a Participant's Vested percentage of his/her Account Balance derived from Employer Contributions which accrued for his/her benefit prior to a Forfeiture Break in Service or receipt of a Cash-Out Distribution, the Plan disregards any Year of Service after the Participant first incurs a Forfeiture Break in Service or receives a Cash-out Distribution.

(2) **Other exclusions.** Any Year of Service the Employer elects to exclude under its Adoption Agreement, including service during any period for which the Employer did not maintain the Plan or a predecessor plan.

(D) Elapsed Time. If the Employer in its Adoption Agreement elects to apply the Elapsed Time Method in applying the Plan's vesting schedule, the Plan Administrator will credit service in accordance with Section 1.40(D)(3).

5.06 BREAK IN SERVICE AND FORFEITURE BREAK IN SERVICE – VESTING. For purposes of this Article 5, the following definitions and operational rules apply:

(A) Definition of Break in Service. A Participant incurs a Break in Service if during any Vesting Computation Period he/she does not complete more than 500 Hours of Service. The Plan Administrator may disregard a Break in Service for a Vesting Computation Period if the Employee is in service on the last day of that period. If the Plan applies the Elapsed Time Method of crediting Service, a Participant incurs a Break in Service if the Participant has a Period of Severance of at least 12 consecutive months. If, pursuant to Section 5.05, the Plan does not require more than 500 Hours of Service to receive credit for a Year of Service, a Participant incurs a Break in Service in a Vesting Computation Period in which he/she fails to complete a Year of Service.

(B) Definition of Forfeiture Break in Service. A Participant incurs a Forfeiture Break in Service when he/she incurs 5 consecutive Breaks in Service.

(C) Adoption Agreement provisions. The Employer may specify, in Appendix B to its Adoption Agreement, one or more years or other periods of service which the Plan will disregard for purposes of vesting, based on Separation from Service, Breaks in Service, or Forfeiture Breaks in Service.

5.07 FORFEITURE OCCURS.

(A) Timing. A Participant's forfeiture of his/her non-Vested Account Balance derived from Employer Contributions occurs under the Plan on the earlier of:

(1) **Forfeiture Break.** The last day of the Vesting Computation Period in which the Participant first incurs a Forfeiture Break in Service; or

(2) **Separation.** As soon as reasonably practical after the date the Participant severs employment.

(B) Vesting Schedule/Lost Participants. The Plan Administrator determines the percentage of a Participant's Account Balance forfeiture, if any, under this Section 5.07 solely by reference to the vesting schedule the Employer elected in its

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Adoption Agreement. A Participant does not forfeit any portion of his/her Account Balance for any other reason or cause except as expressly provided by this Section 5.07 or as provided under Section 7.07.

5.08 [RESERVED]

5.09 TREATMENT OF NONVESTED AMOUNTS. All Employer Contributions for a Participant, to the extent not vested, will be credited to a separate account for recordkeeping purposes and treated as made to a contract to which Code §403(c) (or another applicable provision of the Code) applies. On or after the date on which the Participant's interest in the separate account becomes nonforfeitable, the contract shall be treated as a Code §403(b) Annuity Contract if: (1) no election has been made under Code §83(b) with respect to the contract; (2) the Participant's interest in the separate account has been subject to a substantial risk of forfeiture before becoming nonforfeitable; (3) contributions subject to different vesting schedules have been maintained in separate accounts; and (4) the separate account at all times satisfied the requirements of Code §403(b) except for the nonforfeitability requirement in Code §403(b)(1)(C). If only a portion of the Participant's interest in a separate account becomes nonforfeitable in a year, then that portion of the contract will be considered a Code §403(b) Annuity Contract and the remaining forfeitable portion will be considered a separate contract to which Code §403(c) (or another applicable provision of the Code) applies. Each contribution (and Earnings thereon) that is subject to a different vesting schedule must be maintained in a separate account for the Participant. The phrase "separate account" used in this Section refers to recordkeeping entries, and does not require the maintenance of a separate account or Annuity Contract.

5.10 EMPLOYEE CONTRIBUTIONS. A Participant who is either fully or partially vested in his or her Employer Contributions will not forfeit any of those contributions merely as the result of a distribution of all or any portion of the Participant's Employee Contributions.

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ARTICLE 6. DISTRIBUTIONS

6.01 TIMING OF DISTRIBUTION. Except as otherwise provided in Section 6.01(A), if the Participant is entitled to a distribution, the Vendor will commence distribution of a Participant's Vested Account Balance in accordance with this Article 6 after the Participant's request on a form prescribed by the Plan or the Vendor. The Vendor may make Plan distributions on any administratively practicable date during the Plan Year, consistent with the Investment Arrangement Documentation.

(A) Relationship between Plan and Investment Arrangement Documentation. This Article 6, together with the corresponding Adoption Agreement elections applies to set forth the permissible distributable events and timing. If the Documentation for a particular Investment Arrangement does not provide for a particular distributable event, then such a distribution is unavailable from that Investment Arrangement. For example, if the Plan allows for hardship distributions, and all Investment Arrangements under the Plan except one permit hardship distributions, then hardship distributions are not available from that one Investment Arrangement. By contrast, if the Plan does not allow hardship distributions, then they are not available under any Investment Arrangement in the Plan, regardless of the Investment Arrangement Documentation. Any distribution is subject to the terms of the applicable Investment Arrangement Documentation.

(B) Entitlement to distribution. A Participant is entitled to a distribution after Severance of Employment at the time specified in the Investment Arrangement Documentation, or, if later, the time specified in the Adoption Agreement. If the Investment Arrangement Documentation does not specify the timing of distributions after Severance of Employment, the Participant is entitled to a distribution within an administratively reasonable period following Severance of Employment. The failure of a Participant to request a distribution shall be deemed to be an election to defer a distribution. The Plan will make distributions following the Participant's death in accordance with Section 6.01(C). A Participant is entitled to a distribution prior to Severance of Employment under the rules of Section 6.01(D) in accordance with the Employer's elections in the Adoption Agreement. However, the Plan will not make a distribution which would violate Section 6.01(E).

(C) Distribution upon Death. In the event of the Participant's death (whether death occurs before or after Severance from Employment), the Plan Administrator will direct the Vendor, in accordance with this Section 6.01(C) and subject to Section 6.02, to distribute to the Participant's Beneficiary the Participant's Vested Account Balance remaining in the Investment Arrangement at the time of the Participant's death.

(1) **Single payment.** If the Participant's Vested Account Balance does not exceed $5,000, the Vendor will distribute the balance without regard to Section 6.04. The distribution will be made in a lump sum (which will be a Cash-Out Distribution if the Participant's Account Balance is not 100% Vested on death) unless the Plan's distribution form provides otherwise. If the Participant's Vested Account Balance exceeds $5,000, the Vendor will distribute the balance subject to Sections 6.02, 6.03, and 6.04.

(D) In-Service Distribution. The Employer in its Adoption Agreement must elect the distribution election rights, if any, a Participant has prior to his/her Severance from Employment ("in-service distribution").

(1) **Vesting/other conditions.** If a Participant receives an in-service distribution as to a partially-Vested Account, and the Participant has not incurred a Forfeiture Break in Service, the Plan Administrator will apply the vesting provisions of Section 5.03(C). The Employer in its Adoption Agreement may elect to limit any in-service distribution only to Participants who are 100% vested or to apply other conditions.

(2) **Participant election.** A Participant must make any permitted in-service distribution election under this Section 6.01(D) in writing and on a form prescribed by the Plan or the Vendor which specifies the percentage or dollar amount of the distribution and the Participant's Plan Account to which the election applies.

(3) **Frequency, timing and form.** The Investment Arrangement Documentation may limit the frequency, timing, and form of in-service distributions.

(4) **Hardship.** See Section 6.07 regarding requirements for distributions based on hardship.

(5) **Rollover Contributions; Employee Contributions.** A Participant may elect to receive an in-service distribution of his/her Accounts attributable to Rollover Contributions and Employee Contributions subject to Sections 6.01(D)(2) and (3), except as the Employer provides otherwise in Appendix B to its Adoption Agreement. Distribution of a Rollover Contribution or Employee Contribution is subject to Section 6.04 if Section 6.04 otherwise applies to the Participant.

(6) **Distribution events for non-Elective Deferral Accounts in Annuity Contracts.** The Employer in its Adoption Agreement may elect to permit an in-service distribution of any Account in an Annuity Contract other than an Elective Deferral Account upon a Participant's attainment of a stated age, after a fixed number of years, or based on some other specified event. Such amounts are not Restricted Balances unless such amounts are QNEC Accounts.

(7) **In-Plan Roth Rollover Contributions.** Except as otherwise elected in Appendix B to the Adoption Agreement, if the Employer in its Adoption Agreement elects under Section 3.08(E) to permit In-Plan Roth Rollover

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Contributions, (a) all Accounts (except a Roth Account) from which the Participant could then receive a distribution are eligible for an In-Plan Roth Rollover attributable to otherwise distributable amounts; (b) all Accounts (except a Roth Account) which may not be distributed are eligible for an In-Plan Roth Rollover attributable to otherwise nondistributable amounts; (c) a Participant may distribute and roll over his/her Plan loan in an In-Plan Roth Rollover, but without changing the loan repayment schedule; (d) any amount may be distributed in an In-Plan Roth Rollover with no minimum; (e) a Participant may receive In-Service Distributions from his/her In-Plan Roth Rollover Account under the same conditions as the Participant's Roth Elective Deferral Account; and (f) In-Service distributions which are eligible for an In-Plan Roth Rollover are limited to those which are available for other types of distributions. If the Employer in Appendix B to its Adoption Agreement provides for In-Service Distributions which are limited to In-Plan Roth Rollovers, the Employer in Appendix B may permit distribution of an additional amount solely for the purpose of federal or state income tax withholding for the Participant's anticipated tax obligations regarding the amount includible in the Participant's gross income by reason of the In-Plan Roth Rollover (and the amount withheld for income taxes). The Plan Administrator may limit the amount of the 100% withholding distribution to the amount the Plan Administrator reasonably determines is sufficient to satisfy the Participant's federal and/or state income tax liability relating to the Plan distribution. This Section 6.01(D)(7), other than clause (b), is effective no sooner than September 28, 2010. Clause (b) is effective no earlier than January 1, 2013.

(8) **EACA permissible withdrawal.** If the Employer maintains the Plan as a EACA as defined under Section 3.02(B) and the Employer elects in its Adoption Agreement to allow permissible withdrawals, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable Earnings) as a permissible withdrawal in accordance with the provisions of Section 3.02(B)(2).

(9) **Pre-2009 Annuity Contracts.** If an Annuity Contract an Insurance Company issued before January 1, 2009 provides for In-Service Distributions other than those described in the Adoption Agreement, then amounts held in that Annuity Contract may be distributed in-service in accordance with its terms unless the Employer has elected not to permit such distributions in Appendix B to its Adoption Agreement.

(10) **Qualified Reservist Distribution ("QRD").** The Employer in its Adoption Agreement may elect to permit in-service distribution of Elective Deferrals as a Qualified Reservist Distribution, or QRD. A QRD means a qualified reservist distribution as defined under Code §72(t)(2)(G)(iii). A QRD is any distribution to an individual who is ordered or called to active duty after September 11, 2001, if: (A) the distribution is from the Elective Deferral Account; (B) the individual was (by reason of being a member of a reserve component, as defined in section 101 of title 37, United States Code) ordered or called to active duty for a period in excess of 179 days or for an indefinite period; and (C) the Plan makes the distribution during the period beginning on the date of such order or call, and ending at the close of the active duty period.

(E) 403(b) Distribution Restrictions.

(1) **Limitation.** A Participant may not receive a distribution of the Participant's Restricted Balances except in the event of: (a) the Participant's death, Disability, Severance of Employment or attainment of age 59 1/2; (b) except with regard to Employer Contributions under a Custodial Account and QNECs, hardship in accordance with Section 6.07; (c) Plan termination, as provided for in Section 9.04, (d) Excess Deferrals described in Section 4.10(A)(2), (e) corrective distributions under Article 4 or Section 7.08, or otherwise permitted by the Code, or (f) as may otherwise be provided by law and in IRS Guidance. This limitation will be applied in conformance with Treas. Reg. §§1.403(b)-6(c) and (d). Also see Sections 6.05 relating to domestic relations orders and 7.05(G) relating to IRS levies.

(2) **Definition of "Restricted Balances."** A Participant's Restricted Balances are the Participant's Elective Deferral Account under an Annuity Contract, all Accounts under a Custodial Account (or transferred from a Custodial Account) and QNEC Account. Restricted balances do not include (a) Employer Contribution Accounts in an Annuity Contract which were not transferred from a Custodial Account; or (b) any Accounts consisting of Employee Contributions or Rollover Contributions and Earnings thereon; or (c) pre-1989 Elective Deferral contributions (excluding Earnings thereon) to an Annuity Contract that are separately accounted for (which may be distributed in accordance with the terms of the Investment Arrangement Documentation).

(F) Mandatory Distributions. The Employer in its Adoption Agreement may elect to have the Plan make Mandatory Distributions. A Mandatory Distribution is a Plan-required distribution to or for a Participant without the Participant's consent upon Severance from Employment, other than a distribution based on the Participant's death or on account of plan termination. A Mandatory Distribution may not exceed the amount the Employer elects in its Adoption Agreement or such lesser amount that may be specified in the Investment Arrangement. In applying the elected Mandatory Distribution amount, the Plan Administrator will include or exclude a Participant's Rollover Contributions Account as the Employer elects in its Adoption Agreement. A Mandatory Distribution does not include the remaining balance of any installment distribution which has already commenced. The Employer will notify the Vendor within a reasonable period of time of each Participant's Severance from Employment. The Vendor, upon notification by the Employer, will distribute a Participant's Mandatory Distribution in a lump sum within a reasonable period of time after notification by the Employer of the Participant's Severance from Employment. The provisions of this Section 6.01(F) do not impair the Participant's right to receive a distribution of the Participant's Vested Account Balance under other Plan provisions prior to receipt of the Mandatory Distribution. If the Vendor Documentation provides for Mandatory Distributions, those provisions shall apply to Investment

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Arrangements held by the Vendor as though elected by the Employer in its Adoption Agreement. See Section 6.08 regarding direct rollovers and automatic rollovers.

6.02 REQUIRED MINIMUM DISTRIBUTIONS. The Plan will comply with the minimum distribution requirements of Code §401(a)(9) in accordance with the terms governing each Investment Arrangement, unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the IRS. For purposes of applying the distribution rules of Code §401(a)(9), each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Treas. Reg. §1.408-8, except as provided in Treas. Reg. §1.403(b)-6(e). "RMD" refers to a required minimum distribution amount the Plan must distribute pursuant to those rules.

6.03 METHOD OF DISTRIBUTION. Subject to any contrary requirements imposed by the Plan or the Adoption Agreement, a Participant or a Beneficiary may elect distribution under any method permitted in the Investment Agreement Documentation. If the Investment Agreement Documentation does not specify, the Participant or Beneficiary may elect to receive payment in the method or methods specified in the Adoption Agreement. If the Participant receives an annuity, the annuity must be nontransferable and otherwise must comply with the Plan terms. This Section 6.03 does not apply to the extent provided in Section 6.01(A).

(A) Account Types/Sourcing Elections. Subject to the Vendor's operational limitations, if a Participant who will receive a partial distribution of his/her Plan Account has both a Roth Deferral Account (or some other Account with tax basis) and one or more pre-tax Accounts including a Pre-Tax Deferral Account, the Plan operationally will determine the Account source(s) from which the Vendor will make the distribution. The Plan also may permit the affected Participant to elect the Account source(s) of the Participant's distribution unless such elections are contrary to the Code or the Vendor's operational limitations. This Section (A) as to election of Account sources from among multiple sources does not apply to the extent that a Participant is eligible under the Plan terms to receive a distribution only from one specific Account source.

6.04 ANNUITY DISTRIBUTIONS TO PARTICIPANTS AND TO SURVIVING SPOUSES.

(A) Qualified Joint and Survivor Annuity (QJSA). This Section 6.04 does not apply unless the Employer chooses to apply it in the Adoption Agreement. If this Section does apply, the Vendor will distribute a married or unmarried Participant's Vested Account Balance in the form of a QJSA (or in the form of a QOSA described in Section 6.04(A)(8)), unless the Participant, and spouse if the Participant is married, waive the QJSA in accordance with this Section 6.04(A).

(1) **Definition of QJSA if married.** If, as of the Annuity Starting Date, the Participant is married (even if the Participant has not been married throughout the one year period ending on the annuity starting date), a QJSA is an immediate annuity which is purchasable with the Participant's Vested Account Balance and which provides a life annuity for the Participant and a survivor annuity payable for the remaining life of the Participant's surviving spouse equal to 50% of the amount of the annuity payable during the life of the Participant.

(2) **Definition of QJSA if not married.** If, as of the Annuity Starting Date, the Participant is not married, a QJSA is an immediate life annuity for the Participant which is purchasable with the Participant's Vested Account Balance.

(3) **Modification of QJSA benefit.** An individual Investment Arrangement or the Employer in Appendix B to its Adoption Agreement may specify a different percentage (more than 50% but not exceeding 100%) for the survivor annuity.

(4) **Definitions of life/survivor annuity.** A life annuity means an annuity payable to the Participant in equal installments for the life of the Participant that terminates upon the Participant's death. A survivor annuity means an annuity payable to the Participant's surviving spouse in equal installments for the life of the surviving spouse that terminates upon the death of the surviving spouse.

(5) **QJSA notice/timing.** At least 30 days and not more than 180 days before the Participant's Annuity Starting Date, the Plan must provide the Participant a written explanation of the terms and conditions of the QJSA, the Participant's right to make, and the effect of, an election to waive the QJSA benefit, the rights of the Participant's spouse regarding the waiver election and the Participant's right to make, and the effect of, a revocation of a waiver election.

(6) **Waiver frequency and timing.** The Plan does not limit the number of times the Participant may revoke a waiver of the QJSA or make a new waiver during the election period. The Participant (and his/her spouse, if the Participant is married), may revoke an election to receive a particular form of benefit at any time until the Annuity Starting Date.

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(7) **Married Participant waiver.** A married Participant's QJSA waiver election is not valid unless: (a) the Participant's spouse (to whom the survivor annuity is payable under the QJSA), after the Participant has received the QJSA notice, has consented in writing to the waiver election, the spouse's consent acknowledges the effect of the election, and a notary public or the Plan Administrator (or his/her representative) witnesses the spouse's consent; (b) the spouse consents to the alternative form of payment designated by the Participant or to any change in that designated form of payment; and (c) unless the spouse is the Participant's sole primary Beneficiary, the spouse consents to the Participant's Beneficiary designation or to any change in the Participant's Beneficiary designation.

(a) **Effect of spousal consent/blanket waiver.** The spouse's consent to a waiver of the QJSA is irrevocable, unless the Participant revokes the waiver election. The spouse may execute a blanket consent to the Participant's future payment form election or Beneficiary designation, if the spouse acknowledges the right to limit his/her consent to a specific designation but, in writing, waives that right.

(b) **Spousal consent not required.** The Plan will accept as valid a waiver election which does not satisfy the spousal consent requirements if it is established to the satisfaction of the Plan Administrator that: (i) the Participant does not have a spouse, (ii) the spouse cannot be located, (iii) the Participant is legally separated or has been abandoned (within the meaning of applicable state law) and the Participant has a court order to that effect, or (iv) other circumstances exist under which ERISA excuses the spousal consent requirement (even though the Plan is not subject to ERISA). If the Participant's spouse is legally incompetent to give consent, the spouse's legal guardian (even if the guardian is the Participant) may give consent.

(8) **Qualified Optional Survivor Annuity (QOSA).** A Participant who elects to waive the QJSA form of benefit is entitled to elect the QOSA at any time during the applicable QJSA election period. The QJSA notice will explain the terms and conditions of the QOSA. The QJSA provisions of Section 6.04(A) apply to a QOSA the Participant elects pursuant to this Section 6.04(A)(8).

(a) **Definition of QOSA.** A QOSA is an Annuity Contract: (i) for the life of the Participant with a Survivor Annuity for the life of the spouse which is equal to the Applicable Percentage of the amount of the annuity which is payable during the joint lives of the Participant and the spouse; and (ii) which is the actuarial equivalent of a single annuity for the life of the Participant. A QOSA also includes any annuity in a form having the effect of an annuity described in the preceding sentence.

(b) **Definition of Applicable Percentage.** For purposes of this Section 6.04(A)(8), the Applicable Percentage is based on the Survivor Annuity percentage under the Plan's QJSA. If the Survivor Annuity percentage is less than 75%, then the Applicable Percentage is 75%. If the Survivor Annuity percentage is greater than or equal to 75%, the Applicable Percentage is 50%.

(c) **No spousal consent requirement for QOSA.** A Participant may elect a QOSA without spousal consent.

(B) Qualified Preretirement Survivor Annuity (QPSA). If a married Participant dies prior to his/her Annuity Starting Date, the Plan Administrator will direct the Vendor to distribute a portion of the Participant's Vested Account Balance to the Participant's surviving spouse in the form of a QPSA, unless the Participant has a valid waiver election in effect or unless the Participant and his/her spouse were not married throughout the one year period ending on the date of the Participant's death.

(1) **Definition of QPSA.** A QPSA is an annuity which is purchasable with 50% of the Participant's Vested Account Balance (determined as of the date of the Participant's death) and which is payable for the life of the Participant's surviving spouse.

(2) **Modification of QPSA.** An individual Investment Arrangement or the Employer in its Adoption Agreement may elect not to apply the one year marriage rule requirement as described in Section 6.04(H) or may specify a different percentage (more than 50% but not exceeding 100%) for the QPSA.

(3) **Ordering rule.** The value of the QPSA is attributable to Employer Contributions, to Pre-Tax Deferrals, and to Roth Deferrals in the same proportion as the Participant's Vested Account Balance is attributable to those contributions.

(4) **Disposition of remaining balance.** The portion of the Participant's Vested Account Balance not payable as a QPSA is payable to the Participant's Beneficiary, in accordance with the remaining provisions of this Article 6.

(5) **Surviving spouse elections.** If the Participant's Vested Account Balance which the Vendor would apply to purchase the QPSA exceeds $5,000, the Participant's surviving spouse may elect to have the Vendor commence payment of the QPSA at any time following the date of the Participant's death, but not later than Section 6.02 requires, and may elect any of the forms of payment described in Section 6.03, in lieu of the QPSA. In the absence of an election by the surviving spouse, the Plan Administrator must direct the Vendor to distribute the QPSA on the earliest administratively practicable date following the close of the Plan Year in which the latest of the following events occurs: (a) the Participant's death; (b) the date the Plan Administrator receives notification of or otherwise

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confirms the Participant's death; (c) the date the Participant would have attained Normal Retirement Age; or (d) the date the Participant would have attained age 62.

(6) **QPSA notice/timing.** The Plan must provide a written explanation of the QPSA to each married Participant within the following period which ends last: (a) the period beginning on the first day of the Plan Year in which the Participant attains age 32 and ending on the last day of the Plan Year in which the Participant attains age 34; (b) a reasonable period after an Employee becomes a Participant; (c) a reasonable period after Section 6.04 of the Plan becomes applicable to the Participant; or (d) a reasonable period after the Plan no longer satisfies the requirements for a fully subsidized benefit. A "reasonable period" described in clauses (b), (c) and (d) is the period beginning one year before and ending one year after the applicable event. If the Participant separates from Service before attaining age 35, clauses (a), (b), (c) and (d) do not apply and the Plan must provide the QPSA notice within the period beginning one year before and ending one year after the Separation from Service. The QPSA notice must describe, in a manner consistent with IRS Guidance, the terms and conditions of the QPSA and of the waiver of the QPSA, comparable to the QJSA notice required under Section 6.04(A)(5).

(7) **Waiver frequency and timing.** The Plan does not limit the number of times the Participant may revoke a waiver of the QPSA or make a new waiver during the election period. The election period for waiver of the QPSA ends on the date of the Participant's death. A Participant's QPSA waiver election is not valid unless the Participant makes the waiver election after the Participant has received the QPSA notice and no earlier than the first day of the Plan Year in which he/she attains age 35. However, if the Participant incurs a Separation from Service prior to the first day of the Plan Year in which he/she attains age 35, the Plan Administrator will accept a waiver election as to the Participant's Account Balance attributable to his/her Service prior to his/her Separation from Service. In addition, if a Participant who has not incurred a Separation from Service makes a valid waiver election, except for the age 35 Plan Year timing requirement above, the Plan Administrator will accept that election as valid, but only until the first day of the Plan Year in which the Participant attains age 35.

(8) **Spousal consent to waiver.** A Participant's QPSA waiver is not valid unless the Participant's spouse (to whom the QPSA is payable) satisfies or is excused from the consent requirements as described in Section 6.04(A)(7)(b), except the spouse need not consent to the form of benefit payable to the designated Beneficiary. The spouse's consent to the waiver of the QPSA is irrevocable, unless the Participant revokes the waiver election. The spouse also may execute a blanket consent as described in Section 6.04(A)(7)(a).

(C) Effect of Waiver. If the Participant has in effect a valid waiver election regarding the QJSA or the QPSA, the Vendor will distribute the Participant's Vested Account Balance in accordance with Sections 6.01, 6.02 and 6.03.

(D) Loan Offset. The Plan will reduce the Participant's Vested Account Balance by any security interest (pursuant to any offset rights authorized by Section 6.06) held by the Plan by reason of a Participant loan, to determine the value of the Participant's Vested Account Balance distributable in the form of a QJSA or QPSA, provided the loan satisfied the spousal consent requirement described in Section 7.06(D).

(E) Effect of QDRO. For purposes of applying this Article 6, a former spouse (in lieu of the Participant's current spouse) is the Participant's spouse or surviving spouse to the extent provided under a QDRO described in Section 6.05. The provisions of this Section 6.04 apply separately to the portion of the Participant's Vested Account Balance subject to a QDRO and to the portion of the Participant's Vested Account Balance not subject to the QDRO.

(F) Vested Account Balance Not Exceeding $5,000. The Vendor must distribute in a lump sum, a Participant's Vested Account Balance which the Vendor otherwise under Section 6.04 would apply to provide a QJSA or QPSA benefit, where the Participant's Vested Account Balance does not exceed $5,000.

(G) [Reserved]

(H) One-Year Marriage Rule. The Employer in its Adoption Agreement may elect to apply the "one-year marriage rule". If the Employer elects to apply the one-year marriage rule, a Participant is not considered married unless the Participant and his/her spouse were married throughout the one year period ending on the date of the Participant's death.

6.05 DISTRIBUTIONS UNDER A QDRO. Notwithstanding any other provision of this Plan, the Vendor, in accordance with the direction of the Plan Administrator, must comply with the provisions of a QDRO, as defined in Code §414(p)(1)(A), which is issued with respect to the Plan.

(A) Distribution at any Time. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, irrespective of whether the Participant has attained his/her earliest retirement age (as defined under Code §414(p)(4)(B)) under the Plan. However, a distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if: (1) the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution; and (2) if the present value of the alternate payee's benefits under the Plan exceeds $5,000, and the QDRO requires the alternate payee's consent to any distribution occurring prior to the Participant's attainment of earliest retirement age, the alternate payee gives such consent.

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(B) Plan Terms Otherwise Apply. Except as to timing of distribution commencement under Section 6.05(A), nothing in this Section 6.05 gives a Participant or an alternate payee a right to receive a type or form of distribution, to receive any option or to increase benefits in a manner that the Plan does not permit.

(C) QDRO Procedures. The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order (as defined under Code §414(p)(1)(B) and Section 1.58).

(1) **Notices and order status.** Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this Section 6.05(C)(1) by mailing to the individual's address specified in the domestic relations order, or in a manner consistent with DOL regulations. If the order is not determined to be a QDRO, then no amounts will be paid pursuant to the order to the alternate payee.

(2) **Interim amounts payable.** If any portion of the Participant's Vested Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will direct the Vendor to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will direct the Vendor to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

(3) **Segregated Account.** To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator under Section 7.04(A)(2)(c) may direct the Vendor to segregate the QDRO amount in a segregated investment account. The Vendor will make any payments or distributions required under this Section 6.05 by separate benefit checks or other separate distribution to the alternate payee(s).

(4) **Safe Harbor Exemption.** See Section 7.01(I) regarding delegation of authority if the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption.

(D) Alternate Procedure for Certain Plans. If the Employer has elected in Appendix B to its Adoption Agreement to apply this alternate procedure, then the provisions of this Section (D) will apply in lieu of the balance of this Section 6.05. If a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Accumulated Benefit shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator will establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any provision in other Sections of the Plan relating to alternate payees will apply to the distribution under a domestic relations order.

6.06 DEFAULTED LOAN – TIMING OF OFFSET. If a Participant or a Beneficiary defaults on a Plan loan, the Plan will determine the timing of the reduction (offset) of the Participant's Vested Account Balance in accordance with this Section 6.06 and the Plan's loan policy.

(A) Offset if Distributable Event. If, under the loan policy a loan default also is a distributable event under the Plan, the Vendor, at the time of the loan default, will offset the Participant's Vested Account Balance by the lesser of the amount in default (including accrued interest) or the Plan's security interest in that Vested Account Balance.

(B) Restricted Accounts. To the extent the loan is attributable to the Participant's Restricted Balances, the Vendor will not offset the Participant's Vested Account Balance prior to the earlier of the date the Participant incurs a Severance from Employment or the date the Participant attains age 59 1/2. Consistent with its loan policy, the Plan also may offset a Participant's defaulted loan upon Plan termination, provided the Participant's Account Balance is distributable upon Plan termination.

6.07 HARDSHIP DISTRIBUTIONS. Hardship distributions are permitted under the Plan to the extent permitted by the Adoption Agreement. However, in no event will a hardship distribution be available under an Investment Arrangement which does not provide for hardship distributions. Any hardship distribution will comply with the standards in Section 6.07(A) and comply with the operational rules in Section 6.07(B). Section 6.07(C) contains definitions which apply to hardship distributions.

(A) Standards. All hardship distributions must comply with Treas. Reg. §1.401(k)-1(d)(3). Unless otherwise provided in an Investment Arrangement, hardship distributions will conform to the safe harbor need and safe harbor necessity rules. A hardship distribution from an Investment Arrangement is limited to the aggregate dollar amount of the Participant's Elective Deferrals under the Investment Arrangement (and may not include any income thereon), reduced by the aggregate dollar amount of the distributions previously made to the participant from the Investment Arrangement.

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(B) Operational rules.

(1) **Deferral suspension.** To the extent a hardship distribution to a Participant must comply with the safe harbor necessity rules, the Participant will not be able to make Elective Deferrals or Employee Contributions under the Plan during the 6-month period beginning on the date the Participant receives the hardship distribution. The Plan Administrator or the Vendor may adopt a uniform policy that such a suspension will have the effect of revoking the Participant's Salary Reduction Agreement; however, the Participant must have the effective opportunity to enter into a new Salary Reduction Agreement effective after the expiration of the 6-month suspension period.

(2) **Information sharing.** The Employer and the Vendors will exchange information to the extent necessary to implement hardship provisions. If a hardship distribution to a Participant conforms to the safe harbor necessity rules, the Vendor will notify the Employer of the distribution so the Employer can implement the restriction in Section 6.07(B)(1). If the hardship distribution does not comply with the safe harbor necessity rules (because it complies with Treas. Reg. §1.401(k)-1(d)(3)(iii)(B)), the party responsible for approving the distribution must obtain information from the Employer and other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need. See also Section 9.07 regarding information sharing.

(3) **Beneficiary hardship distribution.** A hardship distribution on account of a hardship need of the Participant's Beneficiary is available as permitted in the hardship distribution election form.

(C) Definitions.

(1) **Safe harbor need.** A distribution conforms to the safe harbor need rules if it is for a purpose described in Treas. Reg. §1.401(k)-1(d)(3)(iii)(B), as modified by Q&A 5 of Notice 2007-7 (relating to beneficiary hardship distributions) or other IRS guidance.

(2) **Safe harbor necessity.** A distribution conforms to the safe harbor necessity rules if the amount of the distribution does not exceed the amount of the Participant's immediate and heavy financial need and the distribution otherwise complies with Treas. Reg. §1.401(k)-1(d)(3)(iv)(E).

(D) Ordering. If the Plan permits a hardship distribution from more than one Account type, the Plan (or the Participant in a form that the Plan provides for this purpose), subject to the Investment Arrangement Documentation may determine any ordering of a Participant's hardship distribution from the hardship distribution eligible Accounts, including ordering as between the Participant's Pre-Tax Deferral Account and Roth Deferral Account, if any, provided that any ordering is consistent with any restriction on hardship distributions under this Section 6.07.

6.08 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS.

(A) Election. A Participant (including for this purpose, a former Employee) may elect, at the time and in the manner prescribed by the Vendor, to have any portion of his/her Eligible Rollover Distribution from the Plan paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover. For purposes of this Section 6.08, a Participant includes as to their respective interests: (1) a Participant's surviving spouse, (2) the Participant's spouse or former spouse who is an alternate payee under a QDRO, or (3) any other Beneficiary of a deceased Participant who is a Designated Beneficiary under Treas. Reg. §1.401(a)(9)-4.

(B) Rollover and Withholding Notice. At least 30 days and not more than 180 days prior to the distribution of an Eligible Rollover Distribution, the Plan must provide a written notice (including a summary notice as permitted under applicable IRS Guidance) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice"). A recipient of an Eligible Rollover Distribution (whether he/she elects a Direct Rollover or elects to receive the distribution), also may elect to receive distribution at any administratively practicable time which is earlier than 30 days (but more than 7 days if Section 6.04 applies) following receipt of the rollover notice. The provisions of this Sections 6.08(B) do not apply to distributions to a Beneficiary described in Section 6.08(A)(3).

(C) Default Rollover. The Vendor, in the case of a Participant who does not respond timely to the rollover notice, may make a Direct Rollover of the Participant's Account in lieu of distributing the Participant's Account.

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(D) Automatic Rollover. In the event of a Mandatory Distribution described in Section 6.01(F) greater than $1,000 to a Participant (or such lesser amount as the Vendor may determine or the Employer elects in its Adoption Agreement), if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan the Participant specifies in a Direct Rollover or to receive the distribution directly, then the Vendor will pay the distribution in a Direct Rollover to an Individual Retirement Plan. In applying this Section 6.08(D), the Vendor will aggregate a Participant's Roth Deferral and Pre-Tax Deferral Accounts if each Account Balance exceeds $200. If either the Roth Deferral Account or the Pre-Tax Deferral Account is less than $200, the Vendor will apply this Section 6.08(D) only to the other Account and will not aggregate the Account Balance under $200 with the other Account Balance.

(1) **Determination of Mandatory Distribution amount – Rollovers count.** The Vendor, in determining whether a Mandatory Distribution is greater than $1,000 for purposes of this Section 6.08(D), will include the portion of the Participant's distribution attributable to any Rollover Contribution, regardless of the Employer's Adoption Agreement election to include or exclude Rollover Contributions in defining a Mandatory Distribution.

(2) **Beneficiaries, alternate payees and termination.** The automatic rollover provisions of this Section 6.08(D) do not apply to payees described in Section 6.08(A)(1), (2), or (3) or to distributions to a Participant upon Plan termination.

(E) Limitation on Roth Rollovers. If a Participant wishes to roll over his/her Roth Deferral Account by a 60-day indirect rollover, the Participant may roll over only the taxable portion of the distribution to a Roth account in another plan. However, a Participant may use the 60-day rule to roll over the entire Roth Deferral Account to a Roth IRA.

(F) Definitions. The following definitions apply to this Section 6.08:

(1) **Direct Rollover.** A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan the distributee specifies in his/her Direct Rollover election or in the case of an automatic rollover, to the individual retirement plan that the Plan designates.

(2) **Eligible Retirement Plan.** An Eligible Retirement Plan is an individual retirement plan, an annuity plan described in Code §403(a), a qualified trust described in Code §401(a), an arrangement described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) sponsored by a governmental employer which accepts the Participant's or alternate payee's Eligible Rollover Distribution. However, with regard to a Participant's Roth Deferral Account, an Eligible Retirement Plan is a Roth IRA described in Code §408A, a Roth account in another plan which permits Roth deferrals. In the case of a Beneficiary described in Section 6.08(A)(3), an Eligible Retirement Plan is limited to an individual retirement plan that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Code §408(d)(3)(C)).

(3) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of the Participant's Vested Account Balance, except: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more; (b) any RMD under Section 6.02; (c) the portion of any distribution which is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (d) any hardship distribution; (e) any distribution which otherwise would be an Eligible Rollover Distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than $200; (f) any corrective distribution of excess amounts under Code §§402(g), 401(k), 401(m), and/or 415(c) and income allocable thereto; (g) any loans that are treated as deemed distributions under Code §72(p) (h) dividends paid on employer securities described in Code §408(k); (i) the costs of life insurance coverage (P.S. 58 costs); (j) prohibited allocations treated as deemed distributions under Code §409(p); and (k) permissible withdrawals from a EACA described in Code §414(w). For purposes of clause (e), a Participant's Roth Deferral Account is deemed to constitute a separate plan that is subject to a separate $200 limit. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Code §§408(a) or 408(b) or (ii) a qualified plan described in Code §§401(a) or 403(a), or (iii) a tax-sheltered annuity described in Code §403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(4) **Individual Retirement Plan.** An Individual Retirement Plan is an individual retirement plan described in Code §408(a) or an individual retirement annuity described in Code §408(b).

6.09 REPLACEMENT OF $5,000 AMOUNT. An individual Investment Arrangement or the Employer in Appendix B to its Adoption Agreement may specify that as to any or all places in the Plan, including in Section 3.08, Article 6, or Section 9.05(C) where a $5,000 amount appears, a lesser amount will apply. However, the Adoption Agreement provides a specific election with regard to the limit on Mandatory Distributions under Section 6.01(F) and that limit will apply to those distributions.

6.10 SEVERANCE FROM EMPLOYMENT. For purposes of Article 6, Severance from Employment or Separation from Service occurs on any date on which an Employee ceases to be an Employee of an Eligible Employer, even though the Employee may continue to be employed either (A) by another entity that is a Related Employer if that other entity is not an entity that can be an

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Eligible Employer or (B) in a capacity that is not employment with an Eligible Employer. However, an Employee has not suffered a Severance from Employment if the Employee transfers from one Code §501(c)(3) organization to another §501(c)(3) organization that is a Related Employer or if an Employee transfers from one Public School to another Public School of the same State employer. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer maintains the Plan with respect to the Employee. For example, a new employer maintains a plan with respect to an Employee by continuing or assuming sponsorship of the plan or by accepting a transfer of Plan assets and liabilities with respect to the Employee.

6.11 DEEMED SEVERANCE DISTRIBUTIONS. The Employer in its Adoption Agreement will elect whether to permit a deemed severance distribution. If the Employer elects to permit a deemed severance distribution, then notwithstanding Section 1.27(A), if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a Severance from Employment solely for purposes of distribution of amounts from Contribution Types the Employer has selected in the Adoption Agreement. If a Participant elects to receive a distribution on account of this deemed severance, and the distribution includes any of the Participant's Elective Deferrals, then the individual may not make Elective Deferrals or Employee Contributions to the Plan during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision (such as a QRD), then the other Plan provision will control and the 6-month suspension will not apply.

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ARTICLE 7. ADMINISTRATIVE PROVISIONS

7.01 EMPLOYER ADMINISTRATIVE PROVISIONS.

(A) Information to Plan Administrator. The Employer must supply current information to the Plan Administrator, including the name, date of birth, date of employment, Compensation, leaves of absence, Years of Service and date of Separation from Service of each Employee who is, or who will be eligible to become, a Participant under the Plan, together with any other information which the Plan Administrator considers necessary to properly administer the Plan. The Plan Administrator will supply to the Vendors the information necessary for the administration of their Investment Arrangements and for overall Plan coordination. The Employer's records as to the current information the Employer furnishes to the Plan Administrator are conclusive as to all persons. Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan, including any information required under the terms governing an Investment Arrangement holding any part of the Participant's Account Balance.

(B) Plan Contributions. The Employer is solely responsible to determine the proper amount of any Employer Contributions it makes to the Plan and for the timely deposit to the Investment Arrangement of the Employer Contributions, Employee Contributions, and Elective Deferrals.

(C) Employer Action. The Employer must take any action under the Plan in accordance with applicable Plan provisions and with proper authority such that the action is valid and binding upon the Employer.

(D) No Responsibility for Others. The Employer has no responsibility or obligation under the Plan to Employees, Participants or Beneficiaries for any act (unless the Employer also serves in such capacities) required of the Plan Administrator, a Vendor, or any other service provider to the Plan.

(E) Indemnity of Certain Fiduciaries. The Employer will indemnify, defend and hold harmless the Plan Administrator from and against any and all loss resulting from liability to which the Plan Administrator may be subjected by reason of any act or omission (except willful misconduct or gross negligence) in its official capacities in the administration of this Plan, including attorneys' fees and all other expenses reasonably incurred in the Plan Administrator's defense, in case the Employer fails to provide such defense. The Plan Administrator and the Employer may execute a written agreement further delineating the indemnification agreement of this Section 7.01(E). The indemnification provisions of this Section 7.01(E) do not extend to any Vendor (including where the Vendor under Section 1.72 is serving as the Plan Administrator), third party administrator, or other Plan service provider unless so provided in a written agreement (including Investment Arrangement Documentation) executed by such persons and the Employer.

(F) [Reserved]

(G) [Reserved]

(H) ERISA Safe Harbor Exemption. If the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption, the Employer will not make any discretionary determinations (e.g., loans, hardship withdrawals, domestic relations orders and distributions) under the Plan that are inconsistent with the ERISA Safe Harbor Exemption. See Appendix D regarding the allocation of responsibilities. If any Plan provision directs the Employer or Employer acting as Plan Administrator to make a discretionary determination inconsistent with the ERISA Safe Harbor Exemption, the discretionary determination will be made by the Vendor or the third party. This Paragraph supersedes any contrary provisions in the Plan or Investment Arrangement Documentation.

7.02 PLAN ADMINISTRATOR.

(A) Expenses. The Employer or the Plan will pay all reasonable expenses of the Plan Administrator, in accordance with Section 7.04(C)(2).

(B) Resignation and Removal. If one or more persons other than the Employer are serving as Plan Administrator, such person(s) will serve until they resign by written notice to the Employer or until the Employer removes them by written notice. In case of a vacancy in the position of Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy, subject to the limitations of Section 7.01(H).

(C) General Powers and Duties. Subject to the limitations of Section 7.01(H), and to the extent not formally or informally delegated to another party pursuant to Section 7.02(F), the Plan Administrator has the following general powers and duties which are in addition to those the Plan otherwise accords to the Plan Administrator:

(1) **Eligibility/benefit determination.** To determine the rights of eligibility of an Employee to participate in the Plan, all factual questions that arise in the course of administering the Plan, the value of a Participant's Account Balance (based on the value of the Investment Arrangement assets, as determined by the Vendor) and the Vested percentage of each Participant's Account Balance.

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(2) **Rules/policies.** To adopt rules of procedure and regulations or policies the Plan Administrator considers reasonable or necessary for the proper and efficient administration of the Plan, provided the rules are not inconsistent with the terms of the Plan, or the Code. The Plan Administrator may, but is not required to reduce such rules, regulations or policies to writing. The Plan Administrator at any time may amend or terminate prospectively any Plan policy without the requirement of a formal amendment. The Plan Administrator also may create and modify from time to time an administrative checklist which is not part of the Plan, but which is for the purpose of tracking certain plan operational features and to facilitate proper administration of the Plan.

(3) **Construction/enforcement.** To construe and enforce the terms of the Plan and the rules and regulations and policies the Plan Administrator adopts, including discretion to interpret the basic plan document, the Adoption Agreement and any document related to the Plan's operation.

(4) **Distribution/valuation.** To direct the Vendor regarding the crediting and distribution of an Investment Arrangement and to establish additional Valuation Dates and direct the Vendor to conduct interim valuations as of such Valuation Dates.

(5) **Claims.** To review and render decisions regarding a claim for (or denial of a claim for) a benefit under the Plan.

(6) **Information to Employer.** To furnish the Employer with information which the Employer may require for tax or other purposes.

(7) **Service providers.** To engage the service of agents whom the Plan Administrator may deem advisable to assist it with the performance of its duties.

(8) **Investment Manager.** If the Plan Administrator is the Named Fiduciary, to engage the services of an Investment Manager or Managers, each of whom will have full power and authority to manage, acquire or dispose (or direct the Vendor with respect to acquisition or disposition) of any Plan asset under such Manager's control.

(9) **Funding.** To review, not less often than annually, all pertinent Employee information and Plan data in order to establish the funding policy of the Plan and to determine the appropriate methods of carrying out the Plan's objectives. The Plan Administrator must communicate periodically, as it deems appropriate, to the Vendor and to any Plan Investment Manager the Plan's short-term and long-term financial needs for the coordination of the Plan's investment policy with Plan financial requirements.

(10) **Records.** To maintain Plan records and records of the Plan Administrator's activities as necessary or appropriate for the proper administration of the Plan.

(11) **Tax returns and other filings.** To file with IRS as may be required, the Plan's informational tax return and to make such other filings as the Plan Administrator deems necessary or appropriate.

(12) **Notices and disclosures.** To give and to make to Participants and to other parties all Plan related notices and disclosures required under the Code.

(13) **Overpayment.** As may be required or appropriate, to seek return from a Participant or Beneficiary of any distributed amount which exceeds the distributable Vested Account Balance (or exceeds the amount which otherwise should have been distributed) and to allocate any recovered overpayment in accordance with the Plan terms.

(14) **Catch-all.** To make any other determinations and undertake any other actions the Plan Administrator in its discretion believes are necessary or appropriate for the administration of the Plan (except to the extent that the Employer provides express contrary direction) and to otherwise administer the Plan in accordance with the Plan terms.

(D) 403(b) Plan Salary Deferrals. The Plan Administrator may adopt such policies regarding Elective Deferrals as it deems necessary or appropriate to administer the Plan. The Plan Administrator also will prescribe a Salary Reduction Agreement form for use by Participants. However, a Vendor may prescribe forms or policies necessary or appropriate to administering Elective Deferrals to the Vendor's Investment Arrangement.

(E) Limitations on Plan Administrator Responsibility.

(1) **Acts of others.** The Plan Administrator has no responsibility or obligation under the Plan to Participants or Beneficiaries for any act (unless the Plan Administrator also serves in such capacities) required of the Employer, the Vendor, or any other service provider to the Plan.

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(2) **Plan contributions.** The Plan Administrator is not responsible to collect any required Plan contribution or to determine the correctness of any Employer contribution.

(3) **Reliance on information.** The Plan Administrator and the Vendors in administering the Plan are entitled to, but are not required to rely upon, information which a Participant, Beneficiary, Vendor, the Employer, a Plan service provider or representatives thereof provide.

(F) Allocation of Responsibilities. Persons to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in Appendix D to the Adoption Agreement. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Appendix. The Appendix will also include a list of all the Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. The Appendix may be modified from time to time. A modification of Appendix D to the Adoption Agreement is not an amendment of the Plan. Persons identified in Appendix D to the Adoption Agreement to whom administrative functions have been delegated shall have all power and authority of the Plan Administrator to the extent necessary or appropriate to perform those functions.

7.03 DIRECTION OF INVESTMENT.

(A) Employer direction of Investment. The Employer has the right to select the Investment Arrangements made available under the Plan unless an Investment Manager is doing so.

(B) Participant Direction of Investment. The Participant generally has the responsibility to invest his/her Plan Account unless the Plan Administrator or the Participant appoint an Investment Manager to invest the Plan Accounts. The Plan Administrator may impose reasonable administrative conditions on the Participants' ability to direct their Account investments. For purposes of this Section 7.03(B), a Participant includes a Beneficiary where the Beneficiary has succeeded to the Participant's Account and where the Plan Administrator's policy affords the Beneficiary the same (or different) self-direction rights as a Participant.

(1) **Vendor authorization and procedures.** The Vendor only will accept direction from each Participant (or from the Participant's properly appointed independent investment adviser or financial planner) in the form or in the manner that the Plan provides or otherwise approves for this purpose. The Plan may establish procedures relating to Participant direction of investment under this Section 7.03(B) as are not inconsistent with the Plan Administrator's policy regarding Participant direction, including procedures or conditions for electronic transfers or for changes in investments by Participants or by their appointed independent advisers or planners.

(2) **Participant loans.** As part of the loan policy the Plan establishes under Section 7.06, the Plan under Section 7.06(E) may treat a Plan loan made to a Participant as a Participant direction of investment.

(3) **Investment services programs.** The Plan may permit Participants to appoint an Investment Manager or Managers, which may be a Vendor or an affiliate thereof, to render investment allocation services, investment advice or management services (collectively, an "investment services program") to the appointing Participants.

(C) Direction Consistent with Plan. To constitute a proper direction, any direction of investment given to a Vendor under the Plan must be in accordance with the Plan terms.

7.04 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

(A) Maintenance of Accounts. The Plan Administrator will maintain, or direct the Vendors to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Earnings or request the Vendors to make its allocations, to the Accounts of the Participants as necessary to maintain proper Plan records: (a) in accordance with the contribution source under Section 7.04(A)(1); (b) in accordance with Section 3.06 allocation conditions; (c) consistent with the Plan Administrator's establishment of investment account types under Section 7.04(A)(2); and (d) consistent with the Employer's Adoption Agreement elections as to method of allocation of Earnings under Section 7.04(B)(4).

(1) **By contribution source.** The Plan, as necessary for the proper administration of the Plan, will establish Plan Accounts for each Participant to reflect his/her Accounts attributable to the following contribution sources and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, in-plan Roth rollovers, Employee Contributions, Mandatory Employee Contributions, Matching Contributions, Nonelective Contributions, QNECs and Rollover Contributions (including Roth and pre-tax amounts).

(2) **By investment account type.** The Plan, as necessary for the proper administration of the Plan, will establish separate Accounts for each Participant to reflect his/her investment account types as described below:

(a) **Group Account.** A group Account is an Account which for investment purposes is not a segregated Account or an individual Account. A group Account includes a group Investment Arrangement. If any or all Plan investment Accounts are grouped, each Participant's Account has an undivided interest in the assets comprising the group Account. In a group Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Investment Arrangement which the net credit

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balance in his/her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts (exclusive of the cash value of the incidental benefit insurance contracts) of all Participants plus the cash surrender value of any incidental benefit insurance contracts held by the Vendor on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant's Accounts for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account. In a group Account, the Vendor titles the Investment Arrangement in the name of the Plan.

(b) **Individual Accounts.** An individual Account is an Account that is established and maintained for a Participant to invest in one or more Investment Arrangements in which other Participants do not have any interest. A Participant may have one or more individual Accounts in addition to group or segregated Accounts. An individual Account is credited and charged with the Earnings under Section 7.04(B)(4). As of each Valuation Date, the Plan Administrator must reduce an individual Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account. In an individual Account, the Vendor titles the Investment Arrangement in the name of the Participant or the Plan. The Plan Administrator may prohibit investment of funds in individual Accounts to the extent that those funds are not 100% Vested.

(c) **Segregated Accounts.** A segregated Account is an Account the Plan Administrator establishes and maintains or directs the Vendor to establish and maintain for a Participant: (i) to facilitate installment payments under Section 6.03; (ii) to hold a QDRO amount under Section 6.05; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A segregated Account receives all income it earns and bears all expense or loss it incurs. The Vendor will invest the assets of a segregated Account consistent with the purpose for which the Vendor established the Account. As of each Valuation Date, the Plan Administrator must reduce a segregated Account for any forfeiture arising under Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account.

(3) **Value of Account/distributions.** The value of a Participant's Account is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the value of a Participant's Account Balance is its value as of the Valuation Date immediately preceding the date of the distribution.

(B) Allocation of Earnings. This Section 7.04(B) applies solely to the allocation of Earnings of the Investment Arrangement. Any references in this Section 7.04(B) to the Plan Administrator include a Vendor. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article 3.

(1) **Allocate as of Valuation Date.** As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings since the last Valuation Date.

(2) **Definition of Valuation Date.** The Valuation Date or Dates applicable to a given Investment Arrangement will be as specified in the Investment Arrangement Documentation.

(3) **Definition of Valuation Period.** The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

(4) **Allocation methods.** The Vendor will allocate Earnings to the Participant Accounts in accordance with the Investment Arrangement Documentation.

(C) Plan Expenses. The Plan Administrator must determine whether a particular Plan expense is a settlor expense which the Employer must pay.

(1) **Employer election as to non-settlor expenses.** The Employer will direct the Plan Administrator as to whether the Employer will pay any or all non-settlor reasonable Plan expenses or whether the Plan must bear the expense.

(2) **Allocation of Plan expense.** As to any and all non-settlor reasonable Plan expenses, including Vendor fees, which the Employer determines that the Plan will pay, the Plan Administrator has discretion: (i) to determine the method of allocating reasonable Plan expenses that are charged to the Plan as a whole; (ii) to determine which reasonable Plan expenses the Plan will charge to an individual Participant's Account; and (iii) to adopt an expense policy regarding the foregoing. The Plan Administrator must exercise its discretion under this Section 7.04(C)(2) in a reasonable, uniform manner. Subject to the terms of the Investment Arrangement Documentation, the Plan Administrator will direct the Vendor to pay from the Investment Arrangement or to charge to the overall Plan or to particular Accounts the expenses under this Section 7.04(C)(2) in accordance with the Plan Administrator's election of expense charging method or policy.

(a) **Charge to overall Plan.** If the Plan Administrator charges a Plan expense to the Accounts of all Participants, the Plan Administrator may allocate the Plan expense either pro rata in relation to the total

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balance in each Account on the date the expense is allocated (or as of the most recent Valuation Date) or per capita (an equal amount) to each Participant's Account.

(b) **Charge to individual Participant Accounts.** The Plan Administrator and the Investment Arrangement Documentation, may charge a Participant's Account for any reasonable Plan expenses directly related to that Account, including, but not limited to the following categories of fees or expenses: distribution, loan, QDRO, "lost Participant" search, account maintenance, brokerage accounts, expedited check delivery, investment management (including registered investment advisors' fees) and benefit calculations. The Plan Administrator may charge a Participant's Account for the reasonable expenses incurred in connection with the maintenance of or a distribution from that Account even if the charging of such expenses would result in the elimination of the Participant's Account or in the Participant's not receiving an actual distribution. However, if the actual Account expenses exceed the Participant's Account Balance, the Plan Administrator will not charge the Participant outside of the Plan for such excess expenses.

(c) **Participant's direct payment of investment expenses.** The Plan Administrator may permit Participants to pay directly to the service provider, outside the Plan, Plan expenses such as investment management fees, provided such expenses: (i) would be properly payable either by the Employer or the Plan and are not "settlor" expenses payable exclusively by the Employer; (ii) are not paid in fact by the Employer or by the Plan; and (iii) are not intrinsic to the value of the Plan assets as described in Rev. Rul. 86-142 or in any successor ruling. This Section 7.04(C)(2)(c) does not permit a Participant to reimburse the Plan for expenses the Plan previously has paid. To the extent a Participant does not pay an expense the Participant may pay according to this Section 7.04(C)(2)(c), the Plan Administrator will charge the expense under Sections 7.04(C)(2)(a) or 7.04(C)(2)(b) in accordance with the Plan Administrator's expense policy.

(d) **Charges to former Employee-Participants.** The Plan Administrator may charge reasonable Plan expenses to the Accounts of former Employee-Participants, even if the Plan Administrator does not charge Plan expenses to the Accounts of current Employee-Participants. The Plan Administrator may charge the Accounts of former Employee-Participants by applying one of the Section 7.04(C)(2)(a) or (b) methods.

(D) Fee Recapture Account. The Plan Administrator in its discretion may use a Fee Recapture Account to pay non-settlor Plan Expenses and may allocate funds in the Fee Recapture Account (or excess funds therein after payment of Plan Expenses) as Earnings. The Plan Administrator will exercise its discretion in a reasonable manner. The Employer, in Appendix B to its Adoption Agreement, may specify a particular method the Plan Administrator will use to allocate excess funds in the Fee Recapture Account. A Fee Recapture Account is an account designated to receive amounts which a Plan service provider receives in the form of 12b-1 fees, sub-transfer agency fees, shareholder servicing fees or similar amounts (also known as "revenue sharing"), which the service provider receives from a source other than the Plan and which the service provider may remit to the Plan.

(E) Late Trading and Market Timing Settlement. In the event the Plan becomes entitled to a settlement from a mutual fund or other investment relating to late trading, market timing or other activities, the Plan Administrator will allocate the settlement proceeds to Participants and Beneficiaries in a reasonable manner as the Plan Administrator may determine.

7.05 PARTICIPANT ADMINISTRATIVE PROVISIONS.

(A) Beneficiary Designation. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Vendor will pay all or any portion of the Participant's Vested Account Balance (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may, to the extent the Vendor permits, designate the form and method of distribution of his/her Account to the Beneficiary. The Plan will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan the form effectively revokes all designations filed with the Plan prior to that date by the same Participant. This Section 7.05(A) also applies to the interest of a deceased Beneficiary or a deceased alternate payee where the Beneficiary or alternate payee has designated a Beneficiary. Delivery of a Beneficiary Designation to a Vendor affects only distributions from the Investment Arrangement(s) that Vendor provides. In the event of a conflict between a beneficiary designation provided to the Plan Administrator and a beneficiary designation provided to a Vendor, the Vendor's designation will control the distribution of the Vendor's Investment Arrangements.

(1) **Automatic revocation of spousal designation.** A divorce decree revokes the Participant's prior designation, if any, of his/her spouse or former spouse as his/her Beneficiary under the Plan unless: (a) the decree or a QDRO provides otherwise; (b) the Employer provides otherwise in Appendix B to its Adoption Agreement or (c) prohibited under state law. This Section 7.05(A)(1) applies solely to a Participant whose divorce becomes effective on or after the date the Employer executes this Plan unless the Plan is a Restated Plan and the prior Plan contained a provision to the same effect.

(2) **Coordination with QJSA/QPSA requirements.** If Section 6.04 applies to the Participant, this Section 7.05 does not impose any special spousal consent requirements on the Participant's Beneficiary designation unless the Participant waives the QJSA or QPSA benefit. If the Participant waives the QJSA or QPSA benefit without spousal consent to the Participant's Beneficiary designation: (a) any waiver of the QJSA or of the QPSA is not valid; and (b) if the Participant dies prior to his/her Annuity Starting Date, the Participant's Beneficiary designation will apply only to the portion of the death benefit which is not payable as a QPSA. Regarding clause (b), if the Participant's surviving

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spouse is a primary Beneficiary under the Participant's Beneficiary designation, the Vendor will satisfy the spouse's interest in the Participant's death benefit first from the portion which is payable as a QPSA.

(3) **Limitation on beneficiary designation of married Participants.** This Section 7.05(A)(3) applies only if the Employer has elected in Appendix B to its Adoption Agreement to apply this provision and has not elected to apply the Joint and Survivor rules of Section 6.04. The Beneficiary designation of a married Participant, is not valid unless the Participant's spouse consents (in a manner described in Section 6.04(A)(7)) to the Beneficiary designation. The spousal consent requirement in this Section 7.05(A)(3) does not apply if the Participant's spouse is the Participant's sole primary Beneficiary. Operationally, the Employer may waive this limitation for Participants who have been married less than one year at the time of the Participant's death.

(4) **Limitation on frequency of Beneficiary changes.** A Participant may change his/her Beneficiary in accordance with this Section 7.05(A) as often as the Participant wishes, unless the Employer in Appendix B to its Adoption Agreement elects to impose a minimum time interval between changes, but with an exception for certain major life events, such as death of a Beneficiary, divorce and other such events as the Plan Administrator reasonably may determine.

(5) **Definition of spouse.** The Employer in Appendix B to its Adoption Agreement may define the term "spouse." That definition shall apply for all Plan purposes other than Section 6.02 related to requited minimum distributions.

(B) Default Beneficiary. If: (i) a Participant fails to name a Beneficiary in accordance with Section 7.05(A); or (ii) the Beneficiary (and all contingent or successive Beneficiaries) whom the Participant designates predecease the Participant, are invalid for any reason, or disclaim the Participant's Vested Account Balance and the disclaimers have been accepted as valid, then the Vendor (subject to any contrary provision in Appendix B to the Adoption Agreement or any contrary provision in Investment Arrangement Documentation) will distribute the Participant's Vested Account Balance in accordance with Section 6.03 in the following order of priority to:

(1) **Spouse.** The Participant's surviving spouse (without regard to the one-year marriage rule of Sections 6.04(H)); and if no surviving spouse to

(2) **Descendants.** The Participant's descendants (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to

(3) **Parents.** The Participant's surviving parents, in equal shares; and if none to

(4) **Estate.** The Participant's estate.

(C) Administration of Default Provision. The Employer in Appendix B to its Adoption Agreement may specify a different list or ordering of the list of default beneficiaries. The Employer in Appendix B to its Adoption Agreement may define the term "spouse" under Section 7.05(B)(1). In the absence of such a definition, the Plan Administrator will interpret and apply the term "spouse" in a manner which is consistent with the Code provisions relating to retirement plans.

(D) Death of Beneficiary. If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Vested Account Balance, the Vendor will distribute the remaining Vested Account Balance to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; (2) the Beneficiary has properly designated a beneficiary; or (3) the Employer provides otherwise in Appendix B to its Adoption Agreement. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms.

(E) Simultaneous Death of Participant and Beneficiary. If a Participant and his/her Beneficiary should die simultaneously, or under circumstances that render it difficult or impossible to determine who predeceased the other, then unless the Participant's Beneficiary designation otherwise specifies, the Plan will presume conclusively that the Beneficiary predeceased the Participant.

(F) Incapacitated Participant or Beneficiary. If, in the opinion of the Plan, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his/her affairs because of a mental condition, a physical condition, or by reason of age, the Vendor will make the distribution to the Participant's or Beneficiary's guardian, conservator, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his/her attorney-in-fact or to other legal representative upon furnishing satisfactory evidence of such status. The Plan Administrator and the Vendor do not have any liability with respect to payments so made and neither the Plan Administrator nor the Vendor has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

(G) Assignment or Alienation. Except for Plan Loans (Section 7.06) and as provided in Section 6.05 relating to domestic relations orders, and in ERISA §206(d) relating to certain voluntary, revocable assignments, judgments and settlements (even though the Plan is not subject to ERISA), neither a Participant nor a Beneficiary may anticipate, assign or alienate (either at law or in equity) any benefit provided under the Plan, and the Vendor will not recognize any such anticipation, assignment or alienation. Except as provided by law, a benefit under the Plan is not subject to attachment,

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garnishment, levy, execution or other legal or equitable process. Without regard to distribution restrictions otherwise provided herein, the Plan Administrator may pay from a Participant's or Beneficiary's Accumulated Benefit the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

(H) [Reserved]

(I) Claims Procedure for Denial of Benefits. The Plan Administrator may adopt a claims procedure which will apply to claims under the Plan. In the absence of such a procedure, the Investment Arrangement Documentation may provide for a claims procedure which will apply to the Investment Arrangement.

(J) Inability to Determine Beneficiary. In the event that the Plan Administrator is unable to determine the identity of a Participant's Beneficiary under circumstances of competing claims or otherwise, the Plan may file an interpleader action seeking an order of the court as to the determination of the Beneficiary. The Plan Administrator, the Vendor and other Plan fiduciaries may act in reliance upon any proper order issued under this Section 7.05(J) in maintaining, distributing or otherwise disposing of a Participant's Account under the Plan terms, to any Beneficiary specified in the court's order.

7.06 PLAN LOANS.

(A) Loan Policy. Subject to the terms of the Investment Arrangement Documentation, if the Adoption Agreement permits Participant Loans, the Plan Administrator may establish, amend or terminate, a policy for making Plan loans (including collateralized loans made by an Annuity Provider under the Annuity Contract), if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be in writing. The policy must include: (i) the identity of the person or positions authorized to administer the Participant loan program; (ii) the procedure for applying for a loan; (iii) the criteria for approving or denying a loan; (iv) the limitations, if any, on the types and amounts of loans available; (v) the procedure for determining a reasonable rate of interest; (vi) the types of collateral which may secure the loan; (vii) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default; and (viii) acceptable methods for repayment of the loan. A loan policy the Plan Administrator adopts under this Section 7.06 is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.02.

(B) Requirements for Plan Loans. The Vendor may make a Plan loan to a Participant or to a Beneficiary in accordance with the loan policy and the Investment Arrangement Documentation, provided: (1) the loan policy satisfies the requirements of this Section 7.06; (2) the loan bears a reasonable rate of interest; (3) the loan provides for a fixed repayment schedule (except that the loan policy may suspend loan payments pursuant to Code §414(u)(4) or other Code provisions); (4) the default provisions of the note permit offset of the Participant's Vested Account Balance only at the time when the Participant has a distributable event under the Plan, but without regard to whether the Participant consents to distribution as otherwise may be required under Section 6.01; (5) the amount of the loan does not exceed (at the time the Plan extends the loan) the present value of the Participant's Vested Account Balance in the Vendor's Investment Arrangement; and (6) the loan has repayment safeguards to which a prudent lender would adhere. The Vendor may impose additional restrictions on loans, provided such terms are consistent with the Code.

(C) Default as Distributable Event. The loan policy may provide a Participant's loan default is a distributable event with respect to the defaulted amount, irrespective of whether the Participant otherwise has incurred a distributable event at the time of default, except as to amounts which the Participant used to secure his/her loan and which remain subject to distribution restrictions under Section 6.01(E) which may not be distributed in-service at the time of default.

(D) QJSA Requirements. If the QJSA requirements of Section 6.04 apply to the Participant, the Participant may not pledge any portion of his/her Account Balance that is subject to such requirements as security for a loan unless, within the 180 day period ending on the date the pledge becomes effective, the Participant's spouse, if any, consents (in a manner described in Section 6.04 other than the requirement relating to the consent of a subsequent spouse) to the security or, by separate consent, to an increase in the amount of security.

(E) Treatment of Loan as Participant-Directed. The Plan Administrator, to the extent provided in a written loan policy and consistent with Section 7.03(B), will treat a Plan loan made to a Participant as a Participant-directed investment, even if the Plan otherwise does not permit a Participant to direct his/her Account investments. Where a loan is treated as a directed investment, the borrowing Participant's Account alone shares in any interest paid on the loan, and the Account alone bears any expense or loss it incurs in connection with the loan. The Vendor may retain any principal or interest paid on the borrowing Participant's loan in a segregated Account (as described in Section 7.04(A)(2)(c)) on behalf of the borrowing Participant until the Vendor deems it appropriate to add the loan payments to the Participant's Account under the Plan.

(F) ERISA Safe Harbor Exemption. If the Employer intends for the Plan to qualify under the Safe Harbor Exemption, the determination of the terms under which Participants may obtain loans is made by reference to the Investment Arrangement Documentation.

(G) Coordination; Code §72(p). To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Plan Administrator will take such steps as may be appropriate to coordinate the limitations on loans set forth in Code §72(p), including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the

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Employer. The Plan Administrator will also take such steps as may be appropriate to collect information from Vendors, and transmit information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer. The Vendors will cooperate with the Plan Administrator in providing information needed under this Section 7.06(G). No loan to any Participant or Beneficiary can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant or Beneficiary would exceed the lesser of (a) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (b) one-half the present value of the nonforfeitable accrued benefit of the Participant. For the purpose of the above limitation, all loans from all plans of the Employer and Related Employers are aggregated. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, except that if such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond a commercially reasonable period from the date of the loan.

7.07 LOST PARTICIPANTS. If the Plan is unable to locate any Participant or Beneficiary whose Account becomes distributable under the Plan (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 7.07 consistent with the Investment Arrangement Documentation. The provisions of this Section 7.07 no longer apply if the Plan, prior to taking action to dispose of the lost Participant's Account under Section 7.07(A)(2) or 7.07(B)(2), receives a distribution election from the Participant.

(A) Ongoing Plan. The provisions of this Section 7.07(A) apply if the Plan is ongoing.

(1) **Attempt to Locate.** The Plan must conduct a reasonable and diligent search for the Participant, using one or more of the search methods described in Section 7.07(C).

(2) **Failure to locate/disposition of Account.** If a lost Participant remains un-located after 6 months following the date the Plan first attempts to locate the lost Participant using any of the search methods described in Section 7.07(C), the Plan may forfeit the lost Participant's Account, provided the Account is not subject to the Automatic Rollover rules of Section 6.08(D). If the Plan forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan will allocate the forfeiture in accordance with Section 3.07. The Plan under this Section 7.07(A)(2) will forfeit the entire Account of the lost Participant, including Elective Deferrals and Employee Contributions.

(3) **Subsequent restoration of forfeiture.** If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his/her forfeited Account, the Plan will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for Earnings occurring subsequent to the forfeiture. The Plan will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan otherwise would allocate for the Plan Year, and then from the amount or additional amount the Employer contributes to the Plan for the Plan Year. The Employer in Appendix B to its Adoption Agreement may provide that the Plan will use group Investment Arrangement net income or gain for the Plan Year, if any, as a source of the restoration, or may modify the order of priority of the sources of restoration described in the previous sentence. The Plan will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan restores the forfeited Account.

(B) Terminating plan. The provisions of this Section 7.07(B) apply if the Plan is terminating.

(1) **Attempt to locate.** The Plan, to attempt to locate a lost Participant when the Plan is terminating, must conduct a reasonable and diligent search for the Participant. The Plan Administrator may use its discretion in determining the search method or methods.

(2) **Failure to locate/disposition of Account.** If a lost Participant remains un-located after a reasonable period the Plan Administrator will distribute the Participant's Account under Sections 7.07(B)(2)(a), (b) or (c) as applicable.

(a) **No Annuity Contract/no other 403(b) Plan.** If the terminating Plan does not provide an Annuity Contract as an investment option and the Employer does not maintain another 403(b) Plan, the Plan Administrator will distribute the lost Participant's Account in an Automatic Rollover to an individual retirement plan under Section 6.08(D), unless the Plan determines it is impracticable to complete an Automatic Rollover or is unable to locate an individual retirement plan provider willing to accept the rollover distribution. In such event, the Plan may: (i) distribute the Participant's Account to an interest-bearing insured bank account the Plan establishes in the Participant's name; or (ii) distribute the Participant's Account to the unclaimed property fund of the state of the Participant's last known address.

(b) **Plan provides Annuity Contract/no other 403(b) Plan.** If the terminating Plan provides for an Annuity Contract as an investment option and the Employer does not maintain another 403(b) Plan, the Plan Administrator will distribute an Annuity Contract payable to the lost Participant for delivery to the Participant's last known address reflected in the Plan's records.

(c) **Employer maintains another 403(b) Plan.** If the Employer maintains another 403(b) Plan, the Plan Administrator may (in lieu of taking the actions described in Sections 7.07(B)(2)(a) or (b)) transfer the lost Participant's Account to the other 403(b) Plan.

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(C) Search methods. The search methods described in this Section 7.07 are: (1) provide a distribution notice to the lost Participant at the Participant's last known address by certified or registered mail; (2) check with other employee benefit plans of the Employer that may have more up-to-date information regarding the Participant's whereabouts; (3) identify and contact the Participant's designated Beneficiary; (4) use free Internet search tools; and (5) use a commercial locator service, credit reporting agencies, other Internet tools or other search method. Regarding search methods (2) and (3) above, if the Plan encounters privacy concerns, the Plan may request that the Employer or other plan fiduciary (under (2)), or the designated Beneficiary (under (3)), contact the Participant or forward a letter requesting that the Participant contact the Plan. The purpose of this Section is to reflect DOL Guidance regarding locating missing or unresponsive Participants as of the date the Plan was written, which have changed over time.

(D) Uniformity. The Plan will apply Section 7.07 in a reasonable and uniform manner, but in determining a specific course of action as to a particular Account, reasonably may take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan's ability to establish and the expense of establishing a rollover IRA, and other factors.

(E) Expenses of search. The Plan, in accordance with Section 7.04(C)(2)(b), may charge to the Account of a Participant the reasonable expenses incurred under this Section 7.07 and which are associated with the Participant's Account, without regard to whether or when the Plan actually locates or makes a distribution to the Participant.

(F) Alternative Disposition. The Plan under Sections 7.07(A) or (B) operationally may dispose of a lost Participant's Account in any reasonable manner which is not inconsistent with the Code. The Plan Administrator or a Vendor may adopt a policy under this Section 7.07 as it deems reasonable or appropriate to administer the Accounts of lost Participants. To the extent a Vendor adopts a policy, that policy will apply to Investment Arrangements of this Plan which the Vendor administers, and the terms and administration of the Policy must be uniform among such Investment Arrangements. The Plan also may administer lost Participant Accounts consistent with the Code which is contrary to any provision of Section 7.07.

7.08 PLAN CORRECTION. The Plan Administrator in conjunction with the Employer may undertake such correction of Plan failures as the Plan Administrator deems necessary, including correction to preserve tax qualification of the Plan under Code §403(b). Without limiting the Plan Administrator's authority under the prior sentence, the Plan Administrator, as it determines to be reasonable and appropriate, may undertake or assist the Employer in undertaking correction of Plan document, operational, demographic and employer eligibility failures under a method described in the Plan or under the Employee Plans Compliance Resolution System ("EPCRS") or any successor program to EPCRS. The Plan Administrator may correct an operational failure by distributing from the Plan Elective Deferrals, including Earnings, and the Plan Administrator may forfeit any Matching Contributions, including Earnings, attributable to the distributed Elective Deferrals or any other Matching Contribution which a Participant has not otherwise accrued.

7.09 PLAN COMMUNICATIONS, INTERPRETATION AND CONSTRUCTION.

(A) Plan Administrator's Discretion. The Plan Administrator has total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person.

(B) Written Communications. All Plan notices and all Participant or Beneficiary notices, designations, elections, consents or waivers must be in writing (which under Section 7.09(C) may include an electronic communication) and made in a form the Plan specifies or otherwise approves. Any person entitled to notice under the Plan may waive the notice or shorten the notice period as permitted by law.

(C) Use of Electronic Media. The Plan using any electronic medium may give or receive any Plan notice, communicate any Plan policy, conduct any written Plan communication, satisfy any Plan filing or other compliance requirement and conduct any other Plan transaction to the extent permissible under the Code. A Participant, a Participant's spouse, or a Beneficiary, may use any electronic medium to provide any Beneficiary designation, election, notice, consent or waiver under the Plan, to the extent allowed by the Code. Any reference in this Plan to a "form," a "notice," an "election," a "consent," a "waiver," a "designation," a "policy" or to any other Plan-related communication includes an electronic version.

(D) Evidence. Anyone, including the Employer, required to give data, statements or other information relevant under the terms of the Plan ("evidence") may do so by certificate, affidavit, document or other form which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. The Plan Administrator and the Vendors are protected fully in acting and relying upon any evidence described under the immediately preceding sentence.

(E) Plan Terms Binding. The Plan is binding upon the Employer, Plan Administrator, Vendors (and all other service providers to the Plan), upon Participants, Beneficiaries and all other persons entitled to benefits, and upon the successors and assigns of the foregoing persons. As to a Vendor, see Section 8.01(B).

(F) Employment Not Guaranteed. Nothing contained in this Plan, or any modification or any amendment to the Plan, or in the creation of any Account, or with respect to the payment of any benefit, gives any Employee, Participant or any Beneficiary any right to employment or to continued employment by the Employer, or any legal or equitable right against the Employer, the Plan Administrator or any employee or agent thereof, except as expressly provided by the Plan.

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(G) Word Usage. Words used in the masculine also apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural includes the singular and the singular includes the plural. Titles of Plan and Adoption Agreement sections are for reference only.

(H) State Law. The law of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of the Plan. The Employer in Appendix B to its Adoption Agreement, may elect to apply the law of another state.

(I) Parties to Litigation. A Participant or a Beneficiary is not a necessary party or required to receive notice of process in any court proceeding involving the Plan, an Investment Arrangement or any fiduciary of the Plan. Any final judgment entered in any such proceeding will be binding upon the Employer, the Plan Administrator, affected Vendors, Participants and Beneficiaries and upon their successors and assigns provided that the Vendor has been properly served and has had opportunity to litigate the issue.

(J) Fiduciaries Not Insurers. The Plan Administrator and the Employer in no way guarantee the Investment Arrangements from loss or depreciation. The Employer does not guarantee the payment of any money which may be or becomes due to any person from an Investment Arrangement. The liability of the Employer, the Plan Administrator and a Vendor to make any payment from the Investment Arrangement at any time and all times is limited to the then available assets of the Account.

(K) Construction/Severability. The Plan, the Adoption Agreement, the Investment Arrangements and all other documents to which they refer, will be interpreted consistent with and to preserve tax qualification of the Plan under Code §403(b). Any provision which a court (or other entity with binding authority to interpret the Plan) determines to be inconsistent with such construction and interpretation, is deemed severed and is of no force or effect, and the remaining Plan terms will remain in full force and effect.

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ARTICLE 8. PLAN FUNDING

8.01 INVESTMENT ARRANGEMENTS/ INCORPORATION OF TERMS.

(A) Alternative Investment Arrangements. The Plan may be funded by means of one or more Custodial Accounts or Annuity Contracts. The Employer will specify in Appendix D to its Adoption Agreement the Annuity Contracts and Custodial Accounts available under the Plan.

(1) **Multiple vehicles.** The Plan may provide more than one Investment Arrangement within the single Plan.

(2) **Selection of specific funding.** The Employer in its sole discretion will designate from time to time the specific Investment Arrangements which are available as Plan investments. The Employer may change such designation at any time.

(3) **Nonforfeitability.** An Investment Arrangement must be nonforfeitable under Code §403(b)(1)(C), except as otherwise provided herein (such as the vesting provisions of Article 5).

(4) **Group trust.** As permitted under the Code, Plan assets under a Custodial Account may be invested in a group trust with assets held by tax qualified plans or individual retirement plans. Notwithstanding any contrary provision in the Plan, the Plan Administrator may transfer, unless restricted in writing by the Custodian, Plan assets to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §403(b), Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible Governmental Plans under Code §457(b). For purposes of valuation, the value of the interest maintained by the Plan in such group trust will be the fair market value of the portion of the group trust held for the Plan, determined in accordance with generally recognized valuation procedures. This authorization applies solely to a group trust fund exempt from taxation under Code §501(a) and the trust agreement of which satisfies the requirements of Revenue Ruling 81-100 (as modified and clarified by Revenue Ruling 2004-67), or any successor thereto. The provisions of the group trust fund agreement, as amended from time to time, are by this reference incorporated within this Plan, subject to the limitations contained herein. The provisions of the group trust fund will govern any investment of Plan assets in that fund. For purposes of this Section 8.01(A)(4), a trust includes a custodial account which is treated as a trust under Code §401(f).

(B) Incorporation of Terms. The Plan under this Section 8.01(B) incorporates the provisions of the Investment Arrangement Documentation, recordkeeping agreements between the Employer or Plan Administrator and a Vendor, and any other written documents the Employer designates as part of the Plan by reference as part of the Plan. The incorporated provisions will set forth and will govern the Vendor's appointment, powers, duties, fees, termination and all other material terms of the Vendor's engagement to provide services to the Plan and to its Participants and Beneficiaries. To the extent that any of these incorporated provisions conflict with the remaining Plan terms, the Plan provisions will prevail.

8.02 CONTRIBUTION TIMING.

(A) General. The Employer will make its contributions to the Investment Arrangement within a period that is not longer than is reasonable for the proper administration of the Plan.

(B) Elective Deferrals. The Employer will transmit Elective Deferrals to an Investment Arrangement within a reasonable period of time following the date the Employer withholds the Elective Deferrals from the Participant's Compensation.

8.03 ANNUITY CONTRACT.

(A) Defined. An Annuity Contract is defined in 1.06, subject to the additional rules of this Section 8.03.

(1) **Transition Rule.** An Annuity Contract issued under a State maintained Plan established on or before May 17, 1982, need not comply with the requirement that the contract issuer be qualified to issue annuities in a State.

(B) Prohibition on Life Insurance and Other Insurance. An Annuity Contract may not consist of a life insurance contract under Code §7702, an endowment contract, a health or accident insurance contract, nor a property, casualty, or liability insurance contract. This limitation does not apply to a contract issued before September 24, 2007.

8.04 CUSTODIAL ACCOUNT.

(A) Defined. A Custodial Account is defined in Section 1.14, as established under a Custodial Agreement, subject to the additional rules of this Section 8.04.

(B) Limitation on Investment Assets/Other Limitations. All assets held in the Custodial Account must be invested in stock of one or more regulated investment companies as defined in Code §851(a).

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ARTICLE 9. ADDITIONAL PROVISIONS

9.01 EXCLUSIVE BENEFIT. Except as provided under Section 3.01(E), the Employer does not have any beneficial interest in any asset of an Investment Arrangement and no part of any asset in an Investment Arrangement may ever revert to or be repaid to the Employer, either directly or indirectly; nor, prior to the satisfaction of all liabilities with respect to the Participants and their Beneficiaries under the Plan, may any part of the corpus or income of the Investment Arrangement, or any asset of the Investment Arrangement, be (at any time) used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Beneficiaries and for defraying reasonable expenses of administering the Plan.

9.02 AMENDMENT.

(A) Permitted Amendments. The Employer, consistent with this Section 9.02 and other applicable Plan provisions, has the right, at any time to amend the Plan as follows:

(1) **Adoption Agreement.** To restate or amend the elective provisions of the Adoption Agreement (changing an existing election or making a new election) in any manner the Employer deems necessary or advisable;

(2) **Code §415.** To add in Appendix B to its Adoption Agreement overriding language to satisfy Code §415 because of the required aggregation of multiple plans; and

(3) **Interim Amendments.** To make such good faith amendments as the Employer considers necessary to keep the Plan in compliance with the Code.

(B) Amendment Formalities.

(1) **Writing.** The Employer must make all Plan amendments in writing. Each amendment must specify the amendment execution date and, if different from its execution date, must specify the date as of which the amendment is either retroactively or prospectively effective.

(2) **Restatement.** An Employer may amend its Plan by means of a complete restatement of its Adoption Agreement. To restate its Plan, the Employer must complete, and the Employer must execute and date, a new Adoption Agreement or a replacement plan document.

(3) **Amendment (without restatement).** An Employer may amend its Plan without completion of a new Adoption Agreement by either: (a) completion and substitution of one or more Adoption Agreement pages including a new Adoption Agreement Execution Page executed and dated by the Employer; or (b) other written instrument amending the Adoption Agreement executed and dated by the Employer.

(4) **Operational discretion and policy not an amendment.** A Plan amendment does not include the Plan Administrator's exercise of any operational discretion the Plan accords to the Plan Administrator, including but not limited to, the Plan Administrator's adoption, modification or termination of any policy, rule or regulation in accordance with the Plan or any change to an administrative checklist, or other ancillary documents described in Section 1.04 which are part of the Plan, other than the Adoption Agreement and the basic plan document. This provision does not grant any discretionary authority to the Plan Administrator which would be inconsistent with the provisions of Section 7.01(H).

(5) **Signatory Employer authority.** If the Plan has Participating Employers, only the Signatory Employer need execute any Plan amendment under this Section 9.02. See Section 1.29(A).

(C) Impermissible Amendment/Protected Benefits.

(1) **Exclusive benefit/no reversion.** The Employer may not amend the Plan to permit any of an Investment Arrangement (other than as required to pay taxes and reasonable administrative expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries. An amendment may not cause any portion of the Investment Arrangement to revert to the Employer or to become the Employer's property.

(2) **Alteration of Plan Administrator or Vendor duties.** The Employer may not amend the Plan in any manner which affects the powers duties or responsibilities of the Plan Administrator, or of a Vendor without the written consent of the affected party.

(3) **No cut-backs.** An amendment (including the adoption of this Plan as a restatement of an existing plan) may not decrease a Participant's Account Balance.

(D) Practitioner Amendments. The Practitioner may amend any part of the Plan. For purposes of Practitioner amendments, the mass submitter shall be recognized as the agent of the Practitioner. If the Practitioner does not adopt the amendments made by the mass submitter, it will no longer be based on the mass submitter Plan.

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9.03 VOLUME SUBMITTER PRACTITIONER AMENDMENTS.

(A) General. The Practitioner, without the Employer's consent, may amend the Plan (including any Adoption Agreement), from time to time on behalf of Employers who have previously adopted the Plan: (1) to conform the Plan to any changes to the Code, and other IRS Guidance (including adoption of model, sample or other required good faith amendments that specifically provide that their adoption will not cause such plan to be individually designed); or (2) to make corrections to prior approved plans that may be applied to all employers who adopted the Plan. The Practitioner, also may amend the Plan (including any Adoption Agreement), from time to time effective as to employers who have not yet adopted the Plan. The Practitioner's mass submitter may act as the agent of the Practitioner in adopting amendments.

(B) Notice to Employers. The Practitioner must make reasonable and diligent efforts to ensure adopting Employers have actually received and are aware of all Practitioner generated Plan amendments and that such Employers complete and sign new Adoption Agreements when necessary.

(C) Prohibited Amendments. Except under Section 9.03, the Practitioner may not amend the Plan in any manner which would modify any adopting Employer's Plan existing Adoption Agreement election without the Employer's written consent. In addition, the Practitioner may not amend the Plan in any manner which would violate Section 9.02(C).

(D) Practitioner limitations. A Practitioner may no longer amend the Plan as to any adopting Employer as of the date: (1) the Employer amends its Plan in a manner as would result in the type of plan not permitted under the Volume Submitter program; or (2) the IRS notifies the Practitioner that the Plan is being treated as an individually designed plan.

9.04 FROZEN PLAN.

(A) Employer Action to Freeze. The Employer subject to Section 9.02(C) and by proper Employer action has the right, at any time, to suspend or discontinue all contributions under the Plan and thereafter to continue to maintain the Plan as a Frozen Plan (subject to such suspension or discontinuance) until the Employer terminates the Plan. During any period while the Plan is frozen, the Plan Administrator will continue to: (1) allocate forfeitures, if any, in accordance with Section 3.07, irrespective of when the forfeitures occur under Section 5.07; and (2) operate the Plan in accordance with its terms other than those related to the making and allocation of additional (new) contributions.

(B) Not a Termination. A resolution or an amendment to discontinue all future contributions, but otherwise to continue maintenance of this Plan, is not a Plan termination for purposes of Section 9.05.

9.05 PLAN TERMINATION.

(A) Employer Action to Terminate. The Employer, subject to Section 9.02(C) and by proper Employer action, has the right, at any time, to terminate this Plan. The Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may terminate the Plan or discontinue contributions under the Plan at any time without liability hereunder for any such discontinuance. The Plan will terminate upon the first to occur of the following:

(1) **Specified date.** The Effective Date of termination specified by proper Employer action; or

(2) **Employer no longer exists.** The Effective Date of dissolution or merger of the Employer, unless a successor makes provision to continue the Plan, in which event the successor must substitute itself as the Employer under this Plan.

(B) QTA Action to Terminate Abandoned Plan.

(1) **Definition of a Qualified Termination Administrator (QTA).** A QTA is an entity which: (a) is a Vendor which is eligible to sponsor an individual retirement account or an individual retirement annuity; and (b) holds the assets of the abandoned Plan.

(2) **QTA procedure.** A QTA, after making reasonable efforts to contact the Employer, may make a determination that the Employer has abandoned the Plan. The QTA then may: (i) update Plan records; (ii) calculate benefits; (iii) allocate assets and expenses; (iv) engage service providers and pay reasonable Plan expenses; (v) provide required notice to Participants and Beneficiaries regarding the Plan termination; (vi) distribute Plan benefits; and (vii) take all other reasonable and necessary actions to wind-up and terminate the Plan. The QTA then may complete distributions from the Plan, file the necessary reports and terminate the Plan. Alternatively, the QTA may terminate the Plan using a procedure analogous to that outlined herein.

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(C) General Procedure upon Termination. Upon termination of the Plan, the distribution provisions of Article 6 remain operative, with the following exceptions and subject to any restrictions in the Investment Arrangement Documentation:

(1) **Distribution; transfer.** The Vendor may distribute the Participant's Vested Account Balance to him/her in a lump sum as soon as administratively practicable after the Plan terminates. Alternatively, if the Employer maintains any other 403(b) plan, the Plan Administrator to facilitate Plan termination may direct the Vendor to transfer the Account of a Participant to the other 403(b) Plan.

(2) **Plan Termination Distribution.** For purposes of the Plan termination requirements, the Plan may treat the delivery of a fully paid Annuity Contract as a distribution.

(D) [Reserved]

(E) 403(b) Plan Distribution Restrictions. A Participant's Restricted Balances are distributable on account of Plan termination, as described in this Section 9.05, only if: (i) the Employer (including any Related Employer, determined as of the Effective Date of Plan termination) does not maintain an Alternative 403(b) Plan and the Plan distributes the Participant's entire Vested Account Balance in a lump sum; or (ii) the Participant otherwise is entitled under the Plan to a distribution of his/her Vested Account Balance.

(1) **Definition of Alternative 403(b) Plan.** An Alternative 403(b) Plan is another 403(b) Plan to which the Employer makes contributions during the period beginning on the date of Plan termination and ending 12 months after distribution of all assets from the terminating Plan. However, a plan is not an Alternative 403(b) Plan if less than 2% of the Employees eligible to participate in the terminating Plan as of the termination date are eligible to participate (beginning 12 months prior to and ending 12 months after the Plan's termination Effective Date and distribution of all of the assets of the terminated Plan) in the potential Alternative 403(b) Plan.

(F) Continuing Investment Arrangement Documentation. A Vendor's Investment Arrangement Documentation will continue in effect until the Vendor has distributed all of the benefits under the Investment Arrangement. On each Valuation Date, the Plan will credit any part of a Participant's Account Balance retained in the Investment Arrangement with its share of Earnings.

(G) Lost Participants. The Vendor will distribute the Accounts of lost Participants in a terminating Plan in accordance with the Plan Administrator's direction under Section 7.07(B) or as the Investment Arrangement Documentation may provide.

(H) Vesting. Upon either full or partial termination of the Plan, an affected Participant's right to his/her Account Balance is 100% Vested, irrespective of the Vested percentage which otherwise would apply under Article 5.

9.06 MERGER/DIRECT TRANSFER.

(A) Authority. The Plan Administrator possesses the specific authority to enter into merger agreements or direct transfer of assets agreements with another 403(b) Plan, including an elective transfer, and to accept the direct transfer of plan assets, or to transfer plan assets, as a party to any such agreement. The limitations of this Section 9.06 do not apply to rollovers described in Sections 3.08 or 6.08. Except as provided in Sections 9.06(G) and (H), the Plan may not accept a transfer or merger from, or make a transfer or merger to, a qualified plan or a plan described in Code §457(b).

(B) Regulatory Requirements.

(1) **Contract exchange within same plan.** Except as the Employer otherwise elects in Appendix B to its Adoption Agreement, a Participant (or Beneficiary) may exchange one 403(b) Investment Arrangement for another Investment Arrangement then authorized to receive ongoing contributions under the Plan provided the exchange satisfies the following conditions: (1) the Participant's Accumulated Benefit immediately after the exchange at least equals the Participant's Accumulated Benefit immediately before the exchange; and (2) to the extent the exchanged Investment Arrangement is subject to 403(b) Distribution Restrictions, the other Investment Arrangement imposes distribution restrictions no less stringent than those imposed by the exchanged Investment Arrangement.

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(2) **Plan-to-plan transfer.** A plan-to-plan transfer is permissible, if the transfer satisfies the following conditions: (1) the Participant (or Beneficiary) subject to the transfer is an employee or former employee of the employer providing the receiving plan; (2) the transferor plan provides for transfers; (3) the receiving plan provides for the receipt of transfers; (4) the Participant's Accumulated Benefit after the transfer at least equals the Participant's Accumulated Benefit before the transfer; (5) to the extent the transferred Investment Arrangement is subject to 403(b) Distribution Restrictions, the receiving plan imposes distribution restrictions no less stringent than those imposed on the transferor plan; and (6) if the transfer does not constitute a complete transfer of the Participant's interest in the transferor plan, the transferee plan treats the amount transferred as a continuation of a pro rata portion of the Participant's interest in the transferor plan (*e.g.*, a pro rata interest in any Employee Contributions). This Plan expressly prohibits such transfers except to the extent the Employer provides otherwise in Appendix B to its Adoption Agreement. The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this Section and Treas. Reg. §1.403(b)-10(b)(3) and to confirm that any other plan involved in the transfer satisfies Code §403(b).

(3) **Contract exchange to Vendor which is not part of the Plan.** A Participant (or Beneficiary) may exchange one 403(b) Investment Arrangement for an Investment Arrangement not provided under the Plan, if the exchange satisfies the following conditions: (1) the Vendor agrees to assume the responsibilities of a Vendor hereunder; (2) the Participant's Accumulated Benefit immediately after the exchange at least equals the Participant's Accumulated Benefit immediately before the exchange; (3) to the extent the exchanged Investment Arrangement is subject to 403(b) Distribution Restrictions, the other Investment Arrangement imposes distribution restrictions no less stringent than those imposed by the exchanged Investment Arrangement; (4) the Employer has not prohibited the exchange in Appendix B to its Adoption Agreement; and (5) the Employer and the Vendor enter into an Information Sharing Agreement, as defined in Section (C). Unless otherwise specified in Appendix B to the Adoption Agreement, the Plan provides for and permits such exchanges with any Vendor which agrees to assume the responsibilities of a Vendor hereunder and enters into an Information Sharing Agreement.

(C) Information Sharing Agreement. An Information Sharing Agreement should provide for the exchange of the following information:

(1) **403(b) matters.** Information necessary for the resulting Investment Arrangement, or any other Investment Arrangement under the Plan, to satisfy Code §403(b), including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment; (ii) the Vendor notifying the Employer of any hardship withdrawal; and (iii) the Vendor providing information to the Eligible Employer or other Vendors concerning the Participant's or Beneficiary's 403(b) contracts or Custodial Accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any Plan loans and rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules):

(2) **Reporting matters.** Information necessary for the Plan Administrator and Vendor to satisfy any reporting, disclosure, or federal or state withholding obligations related to the Investment Arrangement; and

(3) **Other matters.** Information necessary in order for the resulting Investment Arrangement and any other Investment Arrangement under the Plan for the Participant to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations, so that any such additional loan is not a deemed distribution under Code §72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax Employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(D) Administration of Transferred Amount. The Vendor will hold, administer and distribute the transferred assets as a part of the Investment Arrangement.

(E) Pre-Participation Transfers. The Vendor may accept a direct transfer of plan assets on behalf of an Employee prior to the date the Employee satisfies the Plan's eligibility conditions or prior to reaching the Entry Date. If the Vendor accepts such a direct transfer of plan assets, the Plan Administrator and the Vendor must treat the Employee as a limited Participant as described in Section 3.08(C).

(F) Elective Transfer/Protected Benefits. The Plan ("transferee plan") will not fail to satisfy the requirements of Section 9.06 because the Plan does not provide some or all of the forms of distribution (including the timing of distribution forms) previously available under another 403(b) Plan ("transferor plan") to the extent that: (1) the transferee plan receives a direct transfer of the Participant's Account Balance under the transferor plan, or the transferee plan results from a merger or other transaction that has the effect of a direct transfer, including consolidations of benefits attributable to different employers within a multiple employer plan; (2) the terms of both plans authorize the transfer; (3) the transfer occurs following a Participant's voluntary election made after the Participant has received a notice describing the consequences of making the election; and (4) the transferee plan permits the Participant to receive a distribution of his/her account balance in the form of a single sum distribution.

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(G) Transfers to Purchase Service Credit. The Plan Administrator upon Participant request may instruct the Vendor to transfer an amount from the Participant's 403(b) Plan Account to a governmental Defined Benefit Plan in which he/she participates for: (1) the purchase of permissive service (as defined in Code §415(n)(3)(A)) under such plan; or (2) the repayment of a cash-out distribution (as defined in Code §415(k)(3)).

(H) Church Plans. The Plan Administrator may accept a transfer from a qualified plan, may make a transfer to a qualified plan, or may merge this Plan with a qualified Plan, if all of the following conditions are satisfied: (1) The Employer sponsoring both plans is the same Church or Church-Related Organization, and (2) the total accrued benefit of each Participant or Beneficiary, after the transfer or merger, is: (a) fully vested and (b) at least equal to the total accrued benefit of such Participant or Beneficiary before the transfer or merger. The phrase "accrued benefit" means the accrued benefit determined under the terms of a defined benefit plan, or the account balance determined under the terms of a defined contribution plan.

9.07 INFORMATION SHARING

Each Vendor and the Plan Administrator shall exchange such information as may be necessary to satisfy Code §403(b) or other requirements of applicable law. In the case of a Vendor which is not eligible to receive contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive contributions under the Plan and a Vendor holding assets under the Plan), the Employer shall keep the Vendor informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy Code §403(b) or other requirements of applicable law. If any Vendor ceases to be eligible to receive contributions under the Plan, the Employer will offer to enter into an Information Sharing Agreement as described in Section 9.06(C) to the extent the Employer's contract with the Vendor does not already provide for the exchange of information described in therein

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ARTICLE 10. MULTIPLE EMPLOYER PLAN

10.01 ELECTION/OVERRIDING EFFECT. This Article 10 applies only to the extent described in paragraphs (A) or (B) below. If this Article 10 does apply, then the rules of Code §413(c) and the related Treasury Regulations (which are incorporated by reference) will apply to the adopting Employer and each Participating Employer. The provisions of Article 10, if in effect, supersede any contrary provisions in the Plan or the Employer's Adoption Agreement. *Note: The IRS has not reviewed the provisions of this Article 10, and the Employer cannot rely on the Advisory Letter with regard to the validity of these provisions.*

(A) Election. If the Employer elects in its Adoption Agreement that the Plan is a Multiple Employer Plan, then the provisions of this Article 10 will apply as of the Effective Date the Employer elects in its Adoption Agreement. If an Employer that is not a Related Employer becomes a Participating Employer, then this Article 10 will apply effective as of the date the Employer specifies in its participation agreement.

(B) Automatic Effect. If a Related Employer is a Participating Employer, and thereafter ceases to be a Related Employer (but is still a Participating Employer), then the provisions of this Article 10 will apply thereafter until the Plan is no longer maintained by a Participating Employer which is not a Related Employer.

10.02 DEFINITIONS. The following definitions apply to this Article 10 and supersede any conflicting definition in the Plan.

(A) Employee. Employee means any Employee of a Participating Employer.

(B) Lead Employer. The Lead Employer means the Signatory Employer to the Adoption Agreement Execution Page, and does not include any Related Employer or Participating Employer except as described in the next sentence. If the Adoption Agreement designates that Article 10 applies pursuant to Section 10.01(A), the Lead Employer will be a Participating Employer unless otherwise specified in a separate agreement. The Lead Employer has the same meaning as the Signatory Employer for purposes of making Plan amendments and other purposes as described in Section 1.29(A) regardless of whether the Lead Employer is also a Participating Employer under this Article 10. As to the right of a Lead Employer to terminate the participation of a Participating Employer, see Section 10.09.

(C) Participating Employer. A "Participating Employer" is an Eligible Employer which, with the consent of the Lead Employer, executes a Participation Agreement to the Adoption Agreement. A Participating Employer is an Employer for all purposes of the Plan except as provided in Section 1.29. A Participating Employer may, but need not be a Related Employer.

10.03 PARTICIPATING EMPLOYER ELECTIONS. In its Adoption Agreement, the Lead Employer will specify: (A) whether a Participating Employer may modify any of the Adoption Agreement elections; (B) which elections the Participating Employer may modify; and (C) any restrictions on the modifications. Such elections and modifications must be reflected on the Participation Agreement the Participating Employer signs. See Section 1.51.

10.04 HCE STATUS. The Plan Administrator will determine HCE status under Section 1.39 separately with respect to each Participating Employer.

10.05 TESTING.

(A) Separate Status. The Plan Administrator will perform the universal availability requirement of Section 2.01(A) separately for each Participating Employer, with respect to the Employees of that Participating Employer. For this purpose, the Employees of a Participating Employer, and their allocations and Accounts, will be treated as though they were in a separate plan. Any Plan correction under Section 7.08 will only affect the Employees of the Participating Employer.

(B) Transition Year. This Section 10.05(B) applies if as a result of a transaction or similar event a Participating Employer ceases to be a Related Employer in the middle of a Plan Year. In such a situation the Plan Administrator may perform the tests described in Section 10.05(A) as though (1) the Plan Year consisted of two Plan Years, before and after the transaction; or (2) on the basis of a single Plan Year, taking all for each Participating Employer the Employees of Related Employers before the transaction, and disregarding Employees who are not Employees of Related Employers after the transaction.

(C) Joint Status. The Plan Administrator will perform the following tests for the Plan as whole, without regard to an Employee's employment by a particular Participating Employer:

(1) **Annual Additions Limit.** Applying the Annual Additions Limit in Section 4.05(B).

(2) **Elective Deferral Limit.** Applying the Elective Deferral Limit in Section 4.10(A).

(3) **Catch-Up Limit.** Applying the limit on Catch-Up Deferrals in Section 3.02(D) or 3.02(E).

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10.06 COMPENSATION.

(A) Separate Determination. For the following purposes, described in this Section 10.06(A), the Plan Administrator will determine separately a Participant's Compensation for each Participating Employer. Under this determination, except as provided below, Compensation from a Participating Employer includes Compensation paid by a Related Employer of that Participating Employer.

(1) **[Reserved]**

(2) **Allocations.** Application of allocations under Article 3. However, the Employer's Adoption Agreement elections control the extent to which Compensation for this purpose includes Compensation of Related Employers.

(3) **HCE determination.** The determination of an Employee's status as an HCE.

(B) Joint Status. For all Plan purposes other than those described in Section 10.06(A) but not limited to determining the Annual Additions Limit in Section 4.05(B), Compensation includes all Compensation paid by or for any Participating Employer or Related Employer.

10.07 SERVICE. An Employee's Service includes all Hours of Service and Years of Service with any and all Participating Employers and their Related Employers. An Employee who terminates employment with one Participating Employer and immediately commences employment with another Participating Employer has not incurred a Separation from Service or a Severance from Employment.

10.08 COOPERATION AND INDEMNIFICATION.

(A) Cooperation. Each Participating Employer agrees to timely provide to the Plan Administrator upon request all information the Plan Administrator deems necessary. Each Participating Employer will cooperate fully with the Plan Administrator, the Lead Employer, and with Plan fiduciaries and other proper Plan representatives in maintaining the qualified status of the Plan. Such cooperation will include payment of such amounts into the Plan, to be allocated to Employees of the Participating Employer, which are reasonably required to maintain the tax-qualified status of the Plan.

(B) Indemnity. Each Participating Employer will indemnify and hold harmless the Plan Administrator, the Lead Employer, the Plan, other Plan fiduciaries, other Participating Employers, Participants and Beneficiaries, and as applicable, their subsidiaries, officers, directors, shareholders, employees, and agents, and their respective successors and assigns, against any cause of action, loss, liability, damage, cost, or expense of any nature whatsoever (including, but not limited to, attorney's fees and costs, whether or not suit is brought, as well as all IRS Plan disqualification, fiduciary breach or other sanctions, compliance fees or penalties) arising out of or relating to: (1) the Participating Employer's noncompliance with any of the Plan's terms or requirements; or (2) the Participating Employer's intentional or negligent act or omission with regard to the Plan, including the failure to provide accurate, timely information requested by the Plan Administrator.

10.09 INVOLUNTARY TERMINATION. The Lead Employer may terminate the participation of any Participating Employer (hereafter, "Terminated Employer") in this Plan. If the Lead Employer acts under this Section 10.09, the following will occur:

(A) Notice. The Lead Employer will give the Terminated Employer a notice of the Lead Employer's intent to terminate the Terminated Employer's status as a Participating Employer of the Plan. The Lead Employer will provide such notice not less than 30 days prior to the Effective Date of termination unless the Lead Employer determines that the interests of Plan Participants requires earlier termination.

(B) Spin-off. The Lead Employer will establish a new 403(b) Plan, using the provisions of this Plan with any modifications contained in the Terminated Employer's Participation Agreement, as a guide to establish a new 403(b) Plan (the "Spin-off Plan"). The Lead Employer will direct the Vendors to transfer (in accordance with the rules of Treas. Reg. §1.403(b)-10(b)) the Accounts of the Employees of the Terminated Employer to the Spin-off Plan. The Terminated Employer will be the Employer, Plan Administrator, and sponsor of the Spin-off Plan. The Lead Employer may charge the Terminated Employer or the Accounts of the Employees of the Terminated Employer with the reasonable expenses of establishing the Spin-off Plan.

(C) Transfer. The Terminated Employer, in lieu of the Lead Employer's creation of the Spin-off Plan under Section 10.09(B), may elect a transfer under this Section 10.09(C) to effect the termination of its status as a Participating Employer. To elect this alternative, the Terminated Employer must give notice to the Lead Employer of its choice, and must supply any documentation which the Lead Employer reasonably may require as soon as is practical and before the Effective Date of termination. If the Lead Employer has not received such notice and any required documentation within ten (10) days prior to the stated date of termination, the Lead Employer may proceed with the Spin-off Plan under Section 10.09(B). The Lead Employer will direct the transfer (in accordance with the rules of Treas. Reg. §1.403(b)-10(b)) of the Accounts of the Employees of the Terminated Employer to a 403(b) plan the Terminated Employer maintains. The Terminated Employer must deliver to the Lead Employer in writing such identifying and other relevant information regarding the transferee plan and must provide such assurances as the Lead Employer may reasonably require that the transferee plan is a 403(b) plan.

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(D) Participants. The Employees of the Terminated Employer will cease to be eligible to accrue additional benefits under the Plan with respect to Compensation paid by the Terminated Employer, as of the Effective Date of the termination. To the extent that these Employees have accrued but unpaid contributions as of such Effective Date, the Terminated Employer will pay such amounts to the Plan or to the Spin-off Plan no later than 30 days after the Effective Date of termination, unless the Terminated Employer has elected the transfer alternative under Section 10.09(C).

(E) Consent. By its execution of the Participation Agreement, the Terminated Employer specifically consents to the provisions of this Article 10, and in particular, this Section 10.09 and agrees to perform its responsibilities with regard to the Spin-off Plan, if necessary.

10.10 VOLUNTARY TERMINATION. A Participating Employer (hereafter "Withdrawing Employer") may voluntarily withdraw from participation in the Plan at any time. If and when a Withdrawing Employer wishes to withdraw, the following will occur:

(A) Notice. The Withdrawing Employer will inform the Lead Employer and the Plan Administrator of its intention to withdraw from the Plan. The Withdrawing Employer must give the notice not less than 30 days prior to the Effective Date of its withdrawal.

(B) Procedure. The Withdrawing Employer and the Lead Employer will agree upon procedures for the orderly withdrawal of the Withdrawing Employer from the Plan. Such procedures, as they relate to the Accounts of the Employees of the Withdrawing Employer, may include any alternative described in Section 10.09.

(C) Costs. The Withdrawing Employer will bear all reasonable costs associated with withdrawal and transfer under this Section 10.10.

(D) Participants. The Employees of the Withdrawing Employer will cease to be eligible to accrue additional benefits under the Plan as to Compensation paid by the Withdrawing Employer, as of the Effective Date of withdrawal. To the extent that such Employees have accrued but unpaid contributions as of such Effective Date, the Withdrawing Employer will contribute such amounts to the Plan or the Spin-off Plan promptly after the Effective Date of withdrawal, unless the Accounts are transferred to a 403(b) plan the Withdrawing Employer maintains.

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AMENDMENT TO PERMIT PLAN-TO-PLAN TRANSFERS

1.1 **Effective date of Amendment.** The Employer adopts this Amendment to the Plan to permit Plan-to-Plan Transfers, as set forth herein. This Amendment is effective as of the Effective Date specified below.

1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers to sections within the Basic Plan Document. The Article numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.

ARTICLE II
BASIC PLAN OVERRIDES

The Employer adopts this Amendment to the Plan, permitting Plan-to-Plan Transfers in the plan.

2.1 Effective Date. This Amendment is effective the later of January 1, 2010, or the Plan effective date.

2.2 Plan-to-Plan Transfers.

The Plan allows transfers to this Plan as elected below:

☐ a. The Plan allows such transfers to this Plan

☒ b. The Plan provides for and permits such transfers to other Plans in addition to permitting transfers to this Plan

☐ c. The Plan provides for and permits such transfers to other Plans but does not permit or provide for such transfers to this Plan.

Such transfers are allowed for all Eligible Employees.

This Amendment has been executed on: _____.

Name of Plan: Lawton Public Schools 403(b) Plan

Name of Employer: Lawton Public Schools

By: _____ Paula O'Dell
EMPLOYER

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of the Employer hereby certifies that the following resolutions was duly adopted by the Employer on _____, and that such resolution has not been modified or rescinded as of the date hereof;

RESOLVED, the Plan-to-Plan Transfers Amendment, is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator of the Plan one or more counterparts to the amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: 3/30/20 3/30/2020

Signed: Paula Diehl Lance Gibbs

Paula J. Diehl Lance Gibbs/CFO

[print name/title]

Director of Payroll

LAWTON PUBLIC SCHOOLS 403(B) PLAN

PARTICIPANT LOAN POLICY

Lawton Public Schools 403(b) Plan permits loans to be made to participants, their beneficiaries, and alternate payees pursuant to a written loan policy. All references to participants in this loan policy include participants and their beneficiaries or any alternate payee with respect to the Plan

The Third Party Administrator ("TPA") is authorized to administer the Participant Loan Policy. A participant must apply to the TPA for a loan in the manner set forth:.

1. **Loan Application.** Any participant may apply for a loan from the Plan. A participant must apply for each loan with an application which specifies the investment provider, amount of the loan desired, and the requested duration for the loan.

   All loan applications will be considered by the TPA within a reasonable time after the participant makes formal application.

2. **Loan Limitations and rules.** The TPA will not approve any loan to a participant that is (1) the greater of $10,000 or 50% of your vested balance or, (2) $50,000, whichever is less. The maximum aggregate dollar amount of loans outstanding to any participant may not exceed $50,000, reduced by the excess of the participant's highest outstanding participant loan balance during the 12-month period ending on the date of the loan over the participant's current outstanding participant loan balance on the date of the loan. Regarding any loan made pursuant to this program, the following rule(s) and limitation(s) will apply, in addition to such other requirements set forth in the Plan:

   - No loan in an amount less than that permitted by the investment provider will be granted to any participant.
   - A participant can only have as many loans outstanding as permitted by the investment provider.
   - Loan refinancing is permitted. In this case, the refinanced loan, for purposes of applying the Plan's limit on the number of loans, is treated as the same loan as the loan being refinanced.
   - Loans will be permitted for any purpose.
   - Loans will be made from the investment provider and the account(s) the participant chooses.

3. **Evidence and terms of loan.** The investment provider will be responsible for documenting every loan in the form of a promissory note signed by the participant for the face amount of the loan, together with a commercially reasonable rate of interest.

   Any loan granted or renewed under this policy will bear an interest rate equal that will be set forth by the investment provider.

   The loan must provide at least quarterly payments under a level amortization schedule. The Plan will require the participant receiving a loan to enter into an agreement for ACH payments to repay the loan.

   The investment provider will fix the term for repayment of any loan, however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, the participant will use as a principal residence. The term for a home loan will be up to 30 years.

   A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the promissory note. Nothing in this loan policy restricts the Employer's right to terminate the Plan at any time.

   Participants should note the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five year period or, if sooner, at the time the loan is in default. If a participant extends a non-home loan having a five year or less repayment term beyond five years, the balance of the loan at the time of the extension is a taxable distribution to the participant.

4. **Security for loan.** The Plan will require that adequate security be provided by the participant before a loan is granted. For this purpose, the Plan will consider a participant's interest under the Plan (account balance) to be adequate security. Generally, it will be the policy of the Plan not to make loans which require security other than the participant's vested interest in the Plan. However, if additional security is necessary to adequately secure the loan, then the Plan Administrator will require that such security be provided before the loan will be granted.

5. **Form of Pledge**. The pledge and assignment of a participant's account balances will be in the form prescribed by the Plan Administrator.

6. **Military Service**. If a participant separates from service (or takes a leave of absence) from the Employer because of service in the military and does not receive a distribution of his or her account balances, the Plan will allow the participant to suspend loan repayments until the participant's completion of military service. The Employer will provide the participant with

a written explanation of the effect of the participant's military service upon his or her Plan loan. While the participant is on active duty in the United States military, the interest rate on the loan will not exceed six percent (6%), compounded annually.

7. **Payments after leave of absence.** When payments resume following a payment suspension in connection with a leave of absence authorized above, the participant will select one of the following methods to repay the loan, plus accumulated interest:

   - The participant will increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining term of the loan.
   - The participant will pay a balloon payment of the remaining unpaid principal and interest, at the conclusion of the term of the loan as determined in the promissory note.
   - The participant may extend the maturity of the loan and re-amortize the payments over the remaining term of the loan. In no event will the amount of the adjusted installment payment be less than the amount of the installment payment provided under the promissory note. In the case of a non-military leave of absence, the revised term of the loan will not exceed the maximum term permitted above. In the case of a military leave of absence, the revised term of the loan will not exceed the maximum term permitted above, augmented by the time the participant was actually in United States military service.

8. **Default.** The TPA will treat a loan as in default if:

   - Any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the participant missed the scheduled payment

   Upon default, the participant will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the Plan, request distribution of the note. If the loan remains in default, the investment provider may offset the participant's vested account balance by the outstanding balance of the loan to the extent permitted by law. The TPA will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the participant remains obligated for any unpaid principal and accrued interest.

   If the participant is currently or has ever defaulted on a loan that has not been brought back into good order from this Plan or any other plan of the Employer, the participant may not have an additional loan from this Plan.

****

ADOPTION OF PARTICIPANT LOAN POLICY

The Plan adopts this Participant Loan Policy on the date specified below.

Date: 3/30/2020

By: Pamela Diehl Director of Payroll
Plan Administrator

CFO 3/30/2020

SUMMARY PLAN PROVISION
MATERIAL MODIFICATIONS

I
INTRODUCTION

This is a Summary of Material Modifications regarding your 403(b) Plan ("Plan"). This is merely a summary of the most important changes to the Plan and information contained in the Adoption Agreement. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

II
SUMMARY OF CHANGES

1. **Plan-to-Plan Transfers**

   As of the later of January 1, 2010 or the Plan effective date, the Plan provides for and permits Plan-to-Plan Transfers to other Plans in addition to permitting transfer to this Plan. All Eligible Employees are allowed to make transfers.

LAWTON PUBLIC SCHOOLS 403(B) PLAN

QUALIFIED DOMESTIC RELATIONS ORDER PROCEDURE

In the case of any Domestic Relations Order (DRO) received by Lawton Public Schools 403(b) Plan, its status as a Qualified Domestic Relations Order (QDRO) under the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code will be determined under the following procedures. The purpose of the QDRO Procedure is to establish a reasonable and consistent procedure for determining the qualified status of a Domestic Relations Order and for making distributions pursuant to a Domestic Relations Order which qualifies under Internal Revenue Code Section 414(p).

Procedure prior to receipt of order: The Plan will apply the following procedure prior to the Plan's receipt of a Domestic Relations Order.

1. **Suspension of Participant distributions or loans.** If the Plan is on notice (verbal or written) regarding a pending domestic relations action (e.g., a divorce) and has a reasonable belief the Participant's account may become subject to a QDRO, the Plan may suspend processing the Participant's distribution or loan requests pending resolution.

2. **Removing hold on the account.** After placing a hold on the account, the Plan should notify the Participant of the hold on the account. In order to remove the hold, the Plan should request the Participant to provide written confirmation that a court will not issue a QDRO with respect to the account; such as a property settlement agreement awarding the entire account to the Participant.

Procedure after receipt of order: The Plan will apply the following procedure whenever it receives a DRO which purports to be a QDRO.

1. **Notice to Participant and to alternate payee.** Within a reasonable time period after receipt of a domestic relations order, the Plan will notify the Participant and any alternate payee of the receipt of the order, and will deliver to the Participant and to each alternate payee a copy of this QDRO Procedure.

2. **Notice to Vendor.** The Plan, within a reasonable time period after receipt of a Domestic Relations Order, will notify the Vendor or Vendors of any Funding Vehicle holding all or any part of the Participant's account ("Vendor") of the receipt of the order. The Plan also will account separately for the amount of the Participant's benefit which is subject to the order. The Plan will direct the Vendor to segregate the "QDRO amount" if possible.

3. **Review of order.** The Plan will review the order within a reasonable time to determine its qualified status. The Plan will complete a QDRO DETERMINATION CHECKLIST with respect to each order the Plan receives. In most circumstances, the Plan will complete review of the order within 30 days of receipt. After review, the Plan Administrator will determine whether the order is a QDRO.

4. **Suspension of distributions and loans.** If the Participant is eligible to receive benefits or loans from the Plan at the time of receipt of the order, the Plan will suspend distributions and loans to the Participant to the extent the Plan deems necessary to comply with the order should the Plan determine the order is a QDRO.

5. **Determination order is a QDRO.** If the Plan determines the order is a QDRO:

   a. The Plan will notify the Participant and each alternate payee that the order is a QDRO and the Plan will distribute amounts pursuant to the QDRO. The Plan will notify the Participant and each alternate payee of the decision within ten days of the determination by mailing to each party a copy of the QDRO DETERMINATION CHECKLIST, which will include the Plan's certification.

   b. If the QDRO requires immediate payment, the Plan will pay the designated amounts as soon as administratively feasible. Payment of any amount the order required the Plan to pay during the determination period will include interest from the date the QDRO required the first payment, at the rate of interest determined to be reasonable. The rate of interest payable on a regular savings account is a reasonable rate of interest for this purpose.

   c. If the Plan cannot make the distribution within 30 days of the determination of qualified status of the QDRO, the Plan will advise the parties of the delay, of the reason for the delay and of the date by which the Plan expects to make payment.

   d. The Plan will advise the Participant when the Plan has completed payment to the alternate payee.

   e. The Plan will maintain a separate accounting (which may include a segregated account) for each alternate payee until the Plan has completed benefit payments under the QDRO.

   f. Each alternate payee is entitled to file with the Plan a beneficiary designation in the same manner as a Participant in the Plan, except that the joint and survivor annuity provisions do not apply to the alternate payee's spouse.

6. **Determination that the order is not a QDRO.** If the Plan determines the order is not a QDRO:

   a. The Plan will advise the Participant and each alternate payee of the adverse decision and of the reasons for the adverse decision. The Plan will advise the Participant and each alternate payee of the decision within ten days of the

determination by mailing to each party a copy of the QDRO DETERMINATION CHECKLIST, which will include the Plan's certification of the decision.

b. The Plan will discontinue separate accounting for the amounts payable under the order. The Plan will pay the benefits to the party entitled to receive the benefits. If the Participant is not entitled to a present distribution of any of the segregated benefits, the Plan will continue to account for the Participant's benefits as if the Plan had not received the order.

c. If the Plan determines the status of the order within the 18-month period beginning on the date the order would require the first payment, the Plan may delay distribution of any benefits subject to the order if the Plan has reason to believe a party will seek to cure the defects in the order. The Plan will continue to delay distribution during the period the Plan Administrator determines to be necessary to fulfill the Plan's fiduciary duties under the Plan.

7. **Consultation with legal counsel.** The Plan's legal counsel shall be consulted in case of questions which arise with respect to the interpretation of any provision of the order or with respect to the qualified status of the order.

Authorized Signature

LAWTON PUBLIC SCHOOLS 403(B) PLAN

YOUR ROLLOVER OPTIONS

You are receiving this notice because all or a portion of a payment you are receiving from Lawton Public Schools 403(b) Plan (the "Plan") is eligible to be rolled over to an IRA or an employer plan. This notice is intended to help you decide whether to do such a rollover.
Rules that apply to most payments from a plan are described in the "General Information About Rollovers" section. Special rules that only apply in certain circumstances are described in the "Special Rules and Options" section.

GENERAL INFORMATION ABOUT ROLLOVERS

How can a rollover affect my taxes?

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59 1/2 and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59 1/2 (or if an exception applies).

Where may I roll over the payment?

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

How do I do a rollover?

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59 1/2 (unless an exception applies).

How much may I roll over?

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70 1/2 (or after death)
- Corrective distributions of contributions that exceed tax law limitations
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends)

The Plan Administrator or the payor can tell you what portion of a payment is eligible for rollover.

If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?

If you are under age 59 1/2, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments made due to disability
- Payments after your death
- Corrective distributions of contributions that exceed tax law limitations
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days

If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?

If you receive a payment from an IRA when you are under age 59 1/2, you will have to pay the 10% additional income tax on early distributions from the IRA, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a plan. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to $10,000 used in a qualified first-time home purchase, and (3) payments for health insurance premiums after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

Will I owe State income taxes?

This notice does not describe any State or local income tax rules (including withholding rules).

SPECIAL RULES AND OPTIONS

If your payment includes after-tax contributions

After-tax contributions included in a payment are not taxed. If a payment is only part of your benefit, an allocable portion of your after-tax contributions is included in the payment so you cannot take a payment of only after-tax contributions. In addition, special rules apply when you do a rollover, as described below.

You may roll over to an IRA a payment that includes after-tax contributions through either a direct rollover or a 60-day rollover. You must keep track of the aggregate amount of the after-tax contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs). If you do a direct rollover of only a portion of the amount paid from the Plan at the same time the rest is paid to you, the portion directly rolled over consists first of the amount that would be taxable if not rolled over. For example, assume you are receiving a distribution of $12,000, of which $2,000 is after-tax contributions. In this case, if you directly roll over $10,000 to an IRA that is not a Roth IRA, no amount is taxable because the $2,000 amount not directly rolled over is treated as being after-tax contributions. If you do a direct rollover of the entire amount paid from the Plan to two or more destinations at the same time, you can choose which destination receives the after-tax contributions.

If you do a 60-day rollover to an IRA of only a portion of the payment made to you, the after-tax contributions are treated as rolled over last. For example, assume you are receiving a complete distribution of your benefit which totals $12,000, of which $2,000 is after-tax contributions and no part of the distribution is directly rolled over. In this case, if you roll over $10,000 to an IRA that is not a Roth IRA in a 60-day rollover, no amount is taxable because the $2,000 amount not rolled over is treated as being after-tax contributions.

You may roll over to an employer plan all of a payment that includes after-tax contributions, but only through a direct rollover (and only if the receiving plan separately accounts for after-tax contributions and is not a governmental section 457(b) plan). You can do a 60-day rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the amount of the payment that would be taxable if not rolled over.

If you miss the 60-day rollover deadline

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs).

If your payment includes employer stock that you do not roll over

If you do not do a rollover, you can apply a special rule to payments of employer stock (or other employer securities) that are either attributable to after-tax contributions or paid in a lump sum after separation from service (or after age 59 1/2, disability, or the participant's death). Under the special rule, the net unrealized appreciation on the stock will not be taxed when distributed from the Plan and will be taxed at capital gain rates when you sell the stock. Net unrealized appreciation is generally the increase in the value of employer stock after it was acquired by the Plan. If you do a rollover for a payment that includes employer stock (for example, by selling the stock and rolling over the proceeds within 60 days of the payment), the special rule relating to the distributed employer stock will not apply to any subsequent payments from the IRA or employer plan. The Plan Administrator can tell you the amount of any net unrealized appreciation.

If you have an outstanding loan that is being offset

If you have an outstanding loan from the Plan, your Plan benefit may be offset by the amount of the loan, typically when your employment ends. The loan offset amount is treated as a distribution to you at the time of the offset and will be taxed (including the 10% additional income tax on early distributions, unless an exception applies) unless you do a 60-day rollover in the amount of the loan offset to an IRA or employer plan.

If you were born on or before January 1, 1936

If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

If you roll over your payment to a Roth IRA

If you roll over the payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover).

If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59 1/2 (or after your death or disability, or as a qualified first-time homebuyer distribution of up to $10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs), and IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs).

If you are not a plan participant

Payments after death of the participant. If you receive a distribution after the participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions does not apply, and the special rule described under the section "If you were born on or before January 1, 1936" applies only if the participant was born on or before January 1, 1936.

If you are a surviving spouse. If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.

An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59 1/2 will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70 1/2.

If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the participant had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70 1/2.

If you are a surviving beneficiary other than a spouse. If you receive a payment from the Plan because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

If you are a nonresident alien

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Other special rules

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments).

If your payments for the year are less than $200, the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you may do a 60-day rollover.

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

FOR MORE INFORMATION

You may wish to consult with the Plan Administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs); IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.

LAWTON PUBLIC SCHOOLS 403(B) PLAN

YOUR ROLLOVER OPTIONS

You are receiving this notice because all or a portion of a payment you are receiving from Lawton Public Schools 403(b) Plan (the "Plan") is eligible to be rolled over to a Roth IRA or designated Roth account in an employer plan. This notice is intended to help you decide whether to do a rollover.

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

FOR MORE INFORMATION

You may wish to consult with the Plan Administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs); IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.

CONTRACT FOR ATHLETIC CONTESTS
(Make in Duplicate)

We, Edmond Public Schools, party of the first part and LAWTON HIGH SCHOOL

party of the second part, do this _____ day of _____, 2020,
contract for games of **The Open Boys Basketball Tournament** to be played as follows:

Three games at **Edmond Memorial HS** on **December 10th - 12th**, **2020.**

The home school in each case agrees to pay the visiting team -0-.

The school canceling this contract without the consent of the other shall forfeit the sum of $ 500.00

to the offending school.

Both parties agree that the rules of the Oklahoma Secondary School Activities Association are a part of this contract and that the suspension or termination of membership in this Association of either party shall render this contract null and void. Provided that this contract shall not be binding on either party unless a copy, properly signed, is returned to the party of the first part by _____, **2020**.

Edmond Public Schools School By: Mike Nunley Prin., Supt.
Party of the First Part District Athletic Director

LAWTON HIGH SCHOOL School By: _____ Prin., Supt.
Party of the Second Part

_____
PRESIDENT, LAWTON BOARD OF EDUCATION

Fidelity Communications
Contract for Service

This contract made this day, April 16, 2020, between the service-providing entity identified for each applicable service as set forth in the below chart (with respect to such service, **"Fidelity"**) and Lawton Public School District (**"Customer"**) is as follows:

Fidelity agrees to install the following service(s):

Service	**Contract Term (months)** commencing on service start date	**Quantity**	**Total Monthly Recurring Charges**	**Non-Recurring Charges**	**Fidelity Service-Providing Entity**
Business Lines	24	50	$1,000.00		Fidelity Cablevision, LLC
Long Distance - $.05 per minute	24	50	$0.00	Usage Dependent	Fidelity Cablevision, LLC

1. This contract is effective on the date hereof and remains in effect with respect to each applicable service for the minimum contract term as shown above, commencing upon following installation of the services, and thereafter until terminated.
2. Customer agrees to accept and pay for such service and equipment and for any additional service and equipment or modifications thereof as may later be agreed upon to be installed at the rates established by Fidelity and stated above. Customer further agrees to the rules and regulations set forth in this contract and to any change in the rules, regulations, tariffs or rates for the service furnished hereunder. If a conflict between this contract for service and the tariff occurs, that tariff will govern in all instances.
3. In the event this contract is terminated by action of customer prior to the completion of installation of the equipment, facilities and services covered by this contract or additions to or modifications thereof, customer agrees to pay Fidelity either the costs incurred by Fidelity in connection with the engineering, manufacturing, or installing of said equipment, facilities or services as set forth in the tariffs of Fidelity or this agreement, or the charges for the minimum period of the service ordered by the customer as provided in the tariffs of Fidelity or this agreement, plus the full amount of any termination charges applicable. Such charges shall be billed by Fidelity to customer and shall be paid within 90 days of receipt thereof.
4. The terms and conditions of this contract are equally binding upon the parties named herein, their heirs, assigns, and successors in interest.
5. **30-Day Satisfaction Guarantee**. In the event Customer is dissatisfied due to lack of performance of the Service during the first thirty (30) days following installation, Customer may terminate such service for convenience upon notice to Fidelity and return of all equipment within such thirty (30) day period, without further liability or obligation (including without limitation any early termination fee, activation charge or other non-recurring charge), subject only to payment of all monthly recurring charges for Services rendered through the effective date of termination, and all applicable charges for lost or damaged equipment.

Customer Name: Lawton Public School District

Customer Service Address: All Locations Plus New Location of 5502 W. Gore Blvd. EMS

Customer Billing Address: 753 Fort Sill Blvd. Lawton OK 73507

Customer Requested Install Date: _____

Service Request Acknowledged for Each Service-Providing Entity

By: _____

Name: Barbara Ryans

Title: Business Solutions Consultant

Date: _____

Service Requested for Named Above Aforementioned Customer

Signature: _____

Name: CARLA CLODFELTER

Title: PRESIDENT LAWTON BOARD OF EDUCATION

Date: _____

TERMS AND CONDITIONS FOR SERVICE

1. **Payment**
   a) Nonrecurring charges, including any agreed upon installation or construction costs, will be invoiced on the first billing cycle. Recurring charges shall be due within thirty (30) days of the date of the invoice; billing shall commence upon installation. Any amount not received by the due date shown on invoicing will be subject to Fidelity's standard late charge of $9.50 per month.
   b) Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state, and Federal Taxes or charges, imposed on or based upon the provision, sales or use of the Services provided. Taxes will be separately stated on Customer's invoice.
   c) Fidelity reserves the right to modify the services and rates set forth herein. In the event any such modification has a materially adverse impact upon Customer, and Fidelity does not effect revisions that remedy such impact within 30 days after written notice from Customer, then Customer may, as its sole remedy, terminate the affected service(s) without any early termination liability provided that Customer serves a written notice of termination on Fidelity not more than 90 days following the date Fidelity implemented the modification.
   d) To dispute a charge on an invoice, Customer must, within thirty (30) days after the date of the invoice, provide to Fidelity a full written explanation of the basis for the dispute. Charges not disputed within such thirty (30) day period shall be deemed conclusively correct and binding upon Customer. Notwithstanding the foregoing, Customer shall not withhold payment of a charge subject to a good faith dispute unless: (a) Customer submits the billing dispute within thirty (30) days after the date of the invoice; (b) Customer timely pays the undisputed portion of all charges; and (c) Customer cooperates with Fidelity's efforts to investigate and resolve the dispute. If Fidelity determines a disputed charge was billed in error, Fidelity shall issue a credit to reverse the amount incorrectly billed. If Fidelity determines a disputed charge was billed correctly, payment shall be due from Customer upon the earlier of the due date of Customer's next invoice from Fidelity or within five (5) days after Fidelity advises Customer such disputed amounts are correct and valid.

2. **Use**
   Customer may use the Service for any lawful purpose for which it is intended, provided that Customer will not use the Service so as to interfere with or impair service or over any of the facilities and associated equipment comprising the Fidelity fiber optic cable network and associated equipment, or to impair the privacy of any communications over the fiber optic facilities and associated equipment of Fidelity. Customer agrees to abide by Fidelity's Acceptable Use Policy as updated from time to time, a copy of which is available at http://www.fidelitycommunications.com/legal/aup.
   Customer is expressly prohibited from any resale or subdistribution of the Service(s), in whole or in part, to any third party. Such prohibition includes without limitation granting any third access to the Services, or using the Services to provide other services similar to or in competition with Fidelity.

3. **Service Date: Term**
   a) Fidelity shall use reasonable effort to make Services available by estimated service date. Fidelity shall not be liable for any damages whatsoever resulting from delays in meeting any Service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining right-of-way approvals, and delays in actual construction work. If Customer is not ready to accept Fidelity's Services 30 days after the specified service date, Fidelity shall commence billing.
   b) After the term of this contract, if Customer has not given Fidelity 90 day's prior written notice of intent to disconnect, the Contract will be renewed on a month-to-month basis, and Customer or Fidelity may then disconnect upon 30 days written notice.

4. **Customer Responsibilities**
   a) Access - Customer is responsible for arranging access to any of the rights of way, conduit and equipment space necessary to provide Service on the premises so that Fidelity authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Fidelity. Fidelity shall also have the right to obtain access to its cable installed in Customer-provided conduit (if necessary) at any splice or junction box.
   b) Provision of Customer Premises Equipment Space, Conduit, and Electrical Power – Customer shall provide the necessary customer's premise equipment space, conduit, and electrical power required to terminate and maintain the facilities used to provide Service on all applicable premises without charge or cost to Fidelity. The space, conduit, and power must be made available to Fidelity on a timely basis. Customer shall be responsible for ensuring that the equipment space and associated facilities, conduit and right of way which it is providing are a safe place to work and are protected against fire, theft, vandalism or other casualty and the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements.
   c) Government Authorizations – Customer shall be responsible to obtain and continue in effect all government authorizations necessary to permit Customer to receive Service and comply with its obligations under this contract.

TERMS AND CONDITIONS FOR SERVICE

5. Equipment

a) Title – Customer agrees that all right, title and interest in all the fiber optic or other facilities and associated equipment provided by Fidelity hereunder shall, at all times, remain exclusive with Fidelity. Customer shall not create or permit to be created any liens or encumbrances relating to Customer's use of the Service or arising from the location of the equipment. Upon termination of Service, Fidelity shall remove its equipment and shall have the right, but not the obligation, to remove all other facilities from any applicable premises.

b) Maintenance – Fidelity shall use reasonable efforts to maintain the Services in accordance with applicable performance standards therefore. There are no additional charges for Fidelity maintenance services. However, Fidelity shall have no responsibility for the maintenance and repair of facilities and equipment, which it does not furnish, and Fidelity may assess Customer its standard charge for false call outs.

6. Default

If customer (a) shall fail to pay any amount required under this Contract and such failure continues for ten (10) days after written notice to Customer that the same is due and payable, or (b) fail to comply with any material provision of this contract and such noncompliance continues for thirty (30) days after written notice to Customer thereof, the Fidelity, at its sole option, may elect to pursue one or more of the following courses of action: either 1) terminate this Contract whereupon in addition to all sums then due and payable, all future monthly and other charges thereunder or hereunder shall become immediately due and payable, 2) take appropriate action to enforce payment, including suspension of all or any part of the Service and/or 3) pursue any other remedies as may be provided at law or in equity.

7. Limitations of Liability

a) Liability for Service Interruptions – To the extent that any party or portions of the Service is unavailable, interrupted, degraded, or otherwise unsatisfactory for any reason, Fidelity and Customer agree that Customer's sole and exclusive remedy shall be the credit allowances for interruptions as noted in the Dedicated Service Level Agreement. The Service is provided on an "as is", "as available" basis, without any representation or warranty whatsoever including but not limited to those of merchantability or fitness for a particular purpose.

b) Liability for Damages to Property – Fidelity shall not be liable for any damage whatsoever to Property at any Customer premises resulting from installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Fidelity's willful misconduct or gross negligence.

c) Liability for Service and Equipment Not Provided by Fidelity – Fidelity shall not be liable for any damages whatsoever associated with Service, channels, or equipment which it does not furnish or for an act or omission of any entity furnishing to Customer facilities or equipment used for or with the Service.

d) Liability of Force Majeure Events – Fidelity shall not be liable for any failure of performance or Service for reasons beyond its reasonable control including but not limited to casualty, act of God, wind, flood, tornado, storm, fire, explosion, vandalism, cable cuts, denial of service attack, governmental order, riot, insurrection, strike, lockout, condemnation, or loss of rights-of-way.

e) Liability for Negligence or Fault of Customer – Fidelity shall not be liable for any interruptions or damages due to the fault of negligence of Customer or due to failure or malfunction of Customer-provided equipment or facilities.

f) Liability Regarding Governmental Authorization – Fidelity shall use best efforts to obtain and keep in effect all government authorizations necessary, in order to provide Service under this Contract. Fidelity shall be entitled to take, and shall have not liability for, any action necessary including termination, to bring the Service into conformance with any governmental regulations or authorizations, and Customer shall fully cooperate in and take such action as may reasonably be requested by Fidelity as part of such compliance.

g) No Special Damages; Overall Cap on Liability – In no event shall Fidelity be liable for special, consequential, exemplary, or punitive damages as a result of its performance or nonperformance of this Contract. Fidelity's liability under any circumstances is limited to the current month's service charge.

h) Fraudulent Use of Services - Customer is responsible for all Service charges, even if incurred as the result of fraudulent or unauthorized use of Service, except Customer shall not be responsible for fraudulent or unauthorized use by Fidelity or its employees. In the event Fidelity discovers fraudulent or unauthorized use of Service being made (or reasonably believes such use is being made), Fidelity may take any action that Fidelity reasonably deems necessary to prevent such fraudulent or unauthorized use of Service, including without limitation, denying Services to particular telephone numbers or terminating Services to or from specific locations.

8. Termination

Fidelity may terminate this Contract without liability and Customers payment obligation will be apportioned if: a) the facilities used to provide Service are taken by exercise of condemnation or eminent domain; or b) the

TERMS AND CONDITIONS FOR SERVICE

facilities shall, in Fidelity's judgment, be made inoperable and beyond economically or technologically feasible repair. c) Customer may terminate this Contract in whole or in party only by cancelling all or any portion of the facilities described herein by providing Fidelity thirty (30) day advance written notice of cancellation. In such case, Customer shall pay to Fidelity all charges for Facilities provided (without the right of set-off against non-refundable charges) through the effective date of such cancellation plus a cancellation charge equal to 100% of the remaining contract term.

9. Indemnification

Fidelity and its subsidiaries, affiliates, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings expenses, losses, liabilities, or damages (collectively "Claim") arising from the use of Service pursuant to this Contract, including without limitation: a) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the Service, b) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the Service, c) All other claims arising out of any act or omission of Customer, or customers or patrons of Customer, in connection with Services made available to Customer under the terms of this Contract. Customer agrees to defend Fidelity against any such claim and to pay, without limitation, all litigation costs, reasonable attorney fees and court costs, settlement payments, and any damaged awarded or resulting from any such claim.

10. Assignment

Neither party may assign or otherwise transfer this agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however: (i) Fidelity may delegate its obligations under this agreement to its affiliates and subcontractors; and (ii) either party may assign this agreement to a successor in interest in connection with its merger, acquisition, corporate reorganization, or sale or transfer of all or substantially all of its business or assets to which this Contract relates. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and of no effect.

11. Warranties

There are no agreements, warranties, or representation, expressed or implied whether in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular purpose or use, except those expressly set forth herein.

12. Miscellaneous

This contract may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon parties' respective successors and assigns and constitutes the entire agreement between Fidelity and Customer.

13. Regulatory Jurisdiction

In the event that provisions set forth in this Agreement are determined to be in violation of any rule, order decision,
or tariff of any state or federal agency having regulatory jurisdiction of Fidelity, the terms of this Agreement shall be deemed to be modified to the extent permissible under such rule, order, decision or tariff.

14. Jurisdiction

The rights and obligations of the parties under this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Missouri.

15. Chronic Outage

As its sole remedy, Customer may elect to terminate a Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, such Service experiences an Outage on three (3) or more separate occasions of more than twelve (12) hours each in any calendar month OR for more than twenty-four (24) hours in the aggregate in any calendar month. An "Outage" exists if the primary port is completely unable to send or receive traffic. An outage is an "Excused Outage" to the extent attributable, in whole or in part, to Customer's or a third party's acts or omissions, scheduled maintenance, a force majeure event or any other event beyond the control of Fidelity. The termination right must be exercised within 30 days of the events giving rise to it.

16. Counterparts; Facsimile

This Agreement and any amendment hereto may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any signature may be delivered by facsimile or electronic PDF, which shall have the same effect as an original signature.

HERFF JONES

Charles Cook
1191 Oxford Rd - Davis, OK 73030-5501
(580) 369-1671 - cwcook@herffjones.com

PRINTING AGREEMENT

Year(s) Covered: ☑ 2021 ☐ 2022 ☐ 2023 ☐ 2024 ☐ 2025
☐ New ☑ Renewal

Date: 12/9/2019

Subject to the terms hereof, the Customer (school) named below hereby engages HERFF JONES, Inc., and Herff Jones agrees, to print and bind the specified publication during the Years Covered (specified above).

School Name: Eisenhower Middle School
Address: 5702 W GORE BLVD
City/State/Zip: Lawton, OK 73505-5844
Job Number: 15274
Title/Publication:
Current Enrollment: 990

Correspond With
Name : Mrs. Amy Price
Title: Yearbook Adviser
Address: 5702 W Gore Blvd
City/State/Zip: Lawton, OK 73505-5844
Phone Number: 580-353-1040
Fax Number: 580-585-6436
Email: abprice@lawtonps.org

Send Invoice To
Name : Lawton Public Schools Accounts Payable
Title: Accounts Payable
Address: P.O. Box 1009
City/State/Zip: Lawton, OK 73502
Phone Number: 580-353-1040
Tax Exemption Number:
Pre-Payment Option Desired: ☐ Yes ☑ No

Shipping Information
Requested Book Ship Date: May 01, 2021
Ship Book To : Mrs. Amy Price
Requested Kit Ship Date: April 25, 2020
Ship Kit To : Mrs. Amy Price

Specifications
Program: 800 All Color Concept
Trim Size: 8 1/2 X 11
Pages: 136
Copies: 250
Submission Method: Web (eDesign)
Cover: Concept Custom Cover - 4/C Litho

Binding: 145 pt. Binder's Board (Size 7 or Size 8 books) Squarebacked

Endsheet: Concept Vibracolor Inked

Paper: 100# Gloss

Proofs: Self Proof (eDesign)

Base Price: $7,920.00
Estimated Shipping: $200.00
Printing Agreement Total: $8,120.00

If Printing Agreement is for multiple years, annual increase to Printing Agreement Total not to exceed _____ for same specifications.

This agreement is subject to the terms shown on the reverse side and is binding on Herff Jones and the Customer for the Years Covered, subject to such terms.

Amy Price — Yearbook Adviser

Charles Cook — Representing Herff Jones

YEARBOOK PLANT USE

Customer Number Date Received

Terms and Conditions of This Yearbook Printing Agreement

This **Yearbook Printing Agreement** will be governed by Indiana law. The "Years Covered" by this **Yearbook Printing Agreement** are shown at the top of the facing page. The Base Specifications on the facing page apply to the publication for the first Year Covered and shall likewise apply to each Book(s) for each subsequent Year Covered, as applicable, unless modified specifications for subsequent years are agreed in writing (Modified Base Specifications"). Modified Base Specifications shall be conclusively authorized by **Customer** when signed only by an Authorized School Representative named on the facing page (or his or her successor). Base Specifications (or any Modified Base Specifications) shall only become final and binding upon **Herff Jones** upon written acceptance by the **Herff Jones** printing facility of such specifications (including price). **Herff Jones'** printing facility will determine shipment date upon confirmation of specifications for a Year Covered. For each Year Covered after the first year, the deadline for submission of Modified Specifications is October 1 of the prior school year. If **Customer** has not provided signed Modified Specifications by such date, the Base Specifications on the facing page shall apply to such Year Covered and **Herff Jones** shall print the Book(s) for such year on such basis. **Customer** agrees to prepare all copy in strict accordance with instructions and materials furnished by **Herff Jones.**

If this **Yearbook Printing Agreement** covers more than one (1) year, then, **Herff Jones** shall provide to **Customer** fifteen (15) additional copies of each year's Book free of charge for the term of the **Yearbook Printing Agreement.** If this **Yearbook Printing Agreement** covers more than one (1) year, **Customer** acknowledges that Herff Jones is relying upon **Customer's** commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Herff Jones will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the **Submission Deadlines** approved and/or published by **Herff Jones** have been met as specified. **Ship Date** for subsequent years covered will remain in same week, adjusted for calendar date shift. All shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, **Customer** agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. *A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.*

Customer represents and warrants that it has all necessary rights to any materials provided to **Herff Jones** for inclusion in **Customer's** Book(s). **Customer** will not provide any materials to **Herff Jones** which are or may be in violation of any right of any third party, including copyright. **Herff Jones** does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortious or illegal. **Herff Jones** reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which **Customer** is located (as identified herein), **Customer** agrees to indemnify, defend, and hold harmless **Herff Jones** and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorneys' fees resulting from or arising out of printing of any material submitted to **Herff Jones** by **Customer** or its representative.

Customer acknowledges and agrees that **Herff Jones** may use reproduction, samples or copies of Customer's Book(s) for educational, recognition, marketing or other promotional purposes without compensation to **Customer.** Any future sales of the Book(s) or other uses of the Book(s) may be made by **Herff Jones** in its sole discretion and without any compensation to **Customer.**

If **Customer** elects to use **Herff Jones'** proprietary computer software (eDesign) to submit copy for the Book(s) to **Herff Jones** (the "eDesign System"), then **Customer** agrees as follows:

a) **Herff Jones** will provide **Customer** the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
b) **Customer's** acceptance of the eDesign Agreements creates a binding contract;
c) any violation of the terms of the eDesign Agreements by **Customer** will constitute a default by **Customer** of the terms of this **Yearbook Printing Agreement.**

This **Yearbook Printing Agreement** and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below:

Yearbook Representative

Yearbook Adviser

HERFF JONES

Charles Cook
1191 Oxford Rd - Davis, OK 73030-5501
(580) 369-1671 - cwcook@herffjones.com

PRINTING AGREEMENT

Year(s) Covered: ☑ 2021 ☐ 2022 ☐ 2023 ☐ 2024 ☐ 2025
☐ New ☑ Renewal

Date: 12/9/2019

Subject to the terms hereof, the Customer (school) named below hereby engages HERFF JONES, Inc., and Herff Jones agrees, to print and bind the specified publication during the Years Covered (specified above).

School Name: Tomlinson Middle School
Address: 702 NW Homestead Drive
City/State/Zip: Lawton, OK 73505
Job Number: 14426
Title/Publication:
Current Enrollment: 810

Correspond With
Name : Mr. George Bryan
Title: Yearbook Adviser
Address: 702 Nw Homestead Dr
City/State/Zip: Lawton, OK 73505-5205
Phone Number: 580-585-6416
Fax Number: 580-585-6451
Email: gbryan@lawtonps.org

Send Invoice To
Name : Mr. George Bryan
Title: Yearbook Adviser
Address: 702 Nw Homestead Dr
City/State/Zip: Lawton, OK 73505-5205
Phone Number: 580-585-6416
Tax Exemption Number:
Pre-Payment Option Desired: ☐ Yes ☑ No

Shipping Information
Requested Book Ship Date: May 08, 2021
Ship Book To : Mr. George Bryan
Requested Kit Ship Date: April 25, 2020
Ship Kit To : Mr. George Bryan

Specifications
Program: 800 All Color Concept
Trim Size: 8 1/2 X 11
Pages: 96
Copies: 150
Submission Method: Web (eDesign)
Cover: Concept Custom Cover - 4/C Litho

Binding: Squarebacked

Endsheet: Vibracolor

Paper: 100# Gloss

Proofs: Self Proof (eDesign)

Base Price: $5,600.00
Printing Agreement Total: $5,600.00

If Printing Agreement is for multiple years, annual increase to Printing Agreement Total not to exceed _____ for same specifications.

This agreement is subject to the terms shown on the reverse side and is binding on Herff Jones and the Customer for the Years Covered, subject to such terms.

YEARBOOK PLANT USE _____
Customer Number Date Received

George Bryan — Yearbook Adviser

[redacted] TARA GRANDY — Principal

Charles Cook — Representing Herff Jones

Terms and Conditions of This Yearbook Printing Agreement

This **Yearbook Printing Agreement** will be governed by Indiana law. The "Years Covered" by this **Yearbook Printing Agreement** are shown at the top of the facing page. The Base Specifications on the facing page apply to the publication for the first Year Covered and shall likewise apply to each Book(s) for each subsequent Year Covered, as applicable, unless modified specifications for subsequent years are agreed in writing (Modified Base Specifications"). Modified Base Specifications shall be conclusively authorized by **Customer** when signed only by an Authorized School Representative named on the facing page (or his or her successor). Base Specifications (or any Modified Base Specifications) shall only become final and binding upon **Herff Jones** upon written acceptance by the **Herff Jones** printing facility of such specifications (including price). **Herff Jones'** printing facility will determine shipment date upon confirmation of specifications for a Year Covered. For each Year Covered after the first year, the deadline for submission of Modified Specifications is October 1 of the prior school year. If **Customer** has not provided signed Modified Specifications by such date, the Base Specifications on the facing page shall apply to such Year Covered and **Herff Jones** shall print the Book(s) for such year on such basis. **Customer** agrees to prepare all copy in strict accordance with instructions and materials furnished by **Herff Jones**.

If this **Yearbook Printing Agreement** covers more than one (1) year, then, **Herff Jones** shall provide to **Customer** fifteen (15) additional copies of each year's Book free of charge for the term of the **Yearbook Printing Agreement**. If this **Yearbook Printing Agreement** covers more than one (1) year, **Customer** acknowledges that Herff Jones is relying upon **Customer's** commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Herff Jones will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the **Submission Deadlines** approved and/or published by **Herff Jones** have been met as specified. **Ship Date** for subsequent years covered will remain in same week, adjusted for calendar date shift. All shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, **Customer** agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. *A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.*

Customer represents and warrants that it has all necessary rights to any materials provided to **Herff Jones** for inclusion in **Customer's** Book(s). **Customer** will not provide any materials to **Herff Jones** which are or may be in violation of any right of any third party, including copyright. **Herff Jones** does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortious or illegal. **Herff Jones** reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which **Customer** is located (as identified herein), **Customer** agrees to indemnify, defend, and hold harmless **Herff Jones** and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorneys' fees resulting from or arising out of printing of any material submitted to **Herff Jones** by **Customer** or its representative.

Customer acknowledges and agrees that **Herff Jones** may use reproduction, samples or copies of Customer's Book(s) for educational, recognition, marketing or other promotional purposes without compensation to **Customer**. Any future sales of the Book(s) or other uses of the Book(s) may be made by **Herff Jones** in its sole discretion and without any compensation to **Customer**.

If **Customer** elects to use **Herff Jones'** proprietary computer software (eDesign) to submit copy for the Book(s) to **Herff Jones** (the "eDesign System"), then **Customer** agrees as follows:

a) **Herff Jones** will provide **Customer** the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
b) **Customer's** acceptance of the eDesign Agreements creates a binding contract;
c) any violation of the terms of the eDesign Agreements by **Customer** will constitute a default by **Customer** of the terms of this **Yearbook Printing Agreement**.

This **Yearbook Printing Agreement** and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below:

Yearbook Representative _____ Yearbook Adviser _____ Principal

Hilton Garden Inn
Lawton-Fort Sill

BANQUET SALES EVENT AGREEMENT

This Banquet Sales Event Agreement ("Agreement") is by and between **MHS Homecoming** ("Group" or "you" or "your(s)") and Lawton Hotels, LLC ("Owner"), d/b/a Hilton Garden Inn Lawton Fort Sill and Convention Center (the "Hotel" or "we" or "us" or "our").

Especially Prepared For:		Event & Hotel Information:	
Client Contact Name:	Kristen Keplinger	**Name of "Event":**	MHS Homecoming
Title:		**Date(s) of Event:**	Saturday, October 31, 2020 - Saturday, October 31, 2020
Company Name:	MHS Homecoming	**Post to Reader Board As:**	MHS Homecoming
Address:	4400 East Gore Blvd	**Hotel Contact:**	Gina Clark
City, State, Zip:	Lawton, Ok 73501	**Title:**	Sales Manager
Phone:	(580) 695-7704	**Phone:**	(580) 280-2105 Cell (580) 699-0943
Email:	kkeplinger@lawtonps.org	**Email:**	gina.clark@hilton.com

We are pleased to offer the following function space based on our understanding of your present needs. Please review the detailed information outlined within to assure that this accurately reflects your requirements.

Date	Start Time	End Time	Function	Room	Setup	Agreed	Room Rental
Sat, 10/31/20	3:59 PM	11:44 PM	MHS Homecoming	Great Plains Ballroom	Reception	550	Package

* ***Specific meeting rooms cannot be guaranteed and are subject to change***

The rates and concessions outlined in this Agreement are based on your guaranteed expenditure of a minimum of **$3,000** in banquet food and beverage, excluding taxes, labor fees, gratuities and service charges (**"Total Minimum Food and Beverage Revenue"**).

SERVICE CHARGE: A 22% service charge will be added to all meeting rooms, food and beverage and audio visual. In the State of Oklahoma, the service charge is taxable.

TAXES: In addition to the Total Minimum Anticipated Revenue for your Event, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the State of Oklahoma currently the sales tax rate is 9%, and the hotel occupancy tax rate is 5.0%.

EVENT PLANNER BONUS PROGRAM: Kristen Keplinger ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's HHonors Account Number is to be provided in writing to your Hotel Contact prior to event. For this Event, Event Planner is eligible to earn one HHonors bonus point for every eligible dollar spent, up to a maximum award of 100,000 HHonors bonus points. Eligible revenue will include (food and beverage revenue and meeting room rental) up to a maximum of $100,000 of eligible revenue. Full details and rules regarding the Event Planner Bonus Program are available by visiting www.hilton.com.

Summary Of Minimum Revenue Anticipated By Hotel From This Agreement	
Total Minimum Food & Beverage Revenue:**	Included in package
Total Anticipated Room Rental Fees:	Included in package
Estimated Other Revenue (Describe):	*Other fees such as bar, set up fees, linen upgrades will be outlined in the BEO*
"Total Minimum Anticipated Revenue":	$3,000

** ***Does not include gratuities, service charges, labor fees, applicable federal, state or local taxes or any other fees outside of food and beverage product sales***

OPTION DATES: These arrangements are being held on a **first option basis** until Wednesday, February 26, 2020 (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given 24 business hours, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us in writing if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by *Wednesday, February 26, 2020* we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise our rates. No cancellation fee shall apply if we release this first option.

ENTIRE AGREEMENT: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the below-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.

ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined above, this Agreement is also comprised of all the general terms and conditions set forth in the Sales Event Agreement – Additional Terms and Conditions (collectively, the "**Additional Terms and Conditions**") located on the following web site: http://hiltondistribution.com/us-cateringsales/addlterms.htm

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP:

MHS Homecoming

By: Kristen Keplinger, Event Planner

By: _____

Name: _____

Date: _____

HOTEL:

Lawton Lodging, Inc
d/b/a Hilton Garden Inn Lawton – Fort Sill and Convention Center

By: Gina Clark, Hotel Contact

By: _____

Name: _____

Date: _____

STANDARD TERMS AND CONDITIONS

ASSIGNMENT/CONFIRMATION OF FUNCTION SPACE: The Schedule of Events listed on the first page of this Agreement indicates the space that is tentatively being held for you and will be held on a definite basis upon signing of this Agreement by both parties. You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. If for any reason the function space reserved is not available for your Event, you agree that we may substitute space of appropriate size and comparable quality for your Event. Please contact the Hotel at least 45 business days before your Event to review and confirm the details for your Event, including menus, decorations, entertainment and beverage service. Upon review of your Event requirements, Event Orders will be sent to you to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If you do not advise Hotel of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.

GUARANTEE OF ANTICIPATED REVENUE: You must inform us of the exact number of people who will attend your Event by contacting your assigned Hospitality Manager by at least 7-10 **business days** before your Event. We will only set the guarantee number per this agreement. When a guarantee is given; this will become the final guarantee, not subject to reduction. If the Event is held, but the Hotel does not realize the Total Minimum Anticipated Revenue from your Event, you agree to pay damages to the Hotel for lack of performance. The damages owed will be the amount necessary for the Hotel to receive no less than 90% of the Total Minimum Anticipated Revenue from your Event (exclusive service charges, labor fees, applicable federal, state or local taxes or any other fees outside of food and beverage product sales). You will be charged based on the Event guarantee that you give us or the Total Minimum Anticipated Revenue indicated at the time you signed this Agreement, whichever is greater.

PAYMENT TERMS: We require that you pay an initial deposit of $500.00 at the time that you sign and return this Agreement to us. You agree to pay the entire remaining balance of the Master Account charges in cash, by certified check, or credit card no later than ten (10) days prior to your Event.

Payment Schedule As Follows:

Initial Deposit:	$500.00
7-10 Days Prior to Event:	Balance in Full

All charges can be paid by a major credit card that we accept. Please contact us for a then-current list of those major credit cards that our Hotel accepts as of the Event dates. Currently, Hilton Worldwide accepts MasterCard, Visa, Diners Club, American Express and JCB International.

We reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.

We request that you provide us with your credit card information at the time of your Event so that we may charge the credit card account at departure when you advise us of your approval of the Master Account bill. If any charges are disputed, you agree that we may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. If any charges are disputed, then the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

CANCELLATION DAMAGES: You guarantee that your Event will provide the Total Minimum Anticipated Revenue. You agree and understand that, in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you agree that should you cancel your Event for any reason other than due to a valid Impossibility occurrence, including changing your meeting/function site to another hotel, you will pay as liquidated damages and not as a penalty, a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and/or local taxes as required by law, calculated as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Minimum Anticipated Revenue Owed
Cancellation within 30+days of event	**80%** of Total Minimum Anticipated Revenue
Cancellation within 60+days of event	**40%** of Total Minimum Anticipated Revenue
Cancellation within 90+days of event	**25%** of Total Minimum Anticipated Revenue

Payment of cancellation damages is due at the same time that you deliver your written notice of cancellation to the Hotel. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

All estimated Total Minimum Anticipated Revenue performance damages will be due and payable to the Hotel no later than ten (10) days prior to your arrival date, regardless of your Master Account credit status.

FOOD AND BEVERAGE SERVICES: Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. All food and beverages to be served on Hotel property must be supplied and prepared by Hotel. You must obtain our prior written approval (Hold Harmless Agreement) before any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required. Menu prices will be confirmed on the Event Order. ***Due to market fluctuations, menu prices cannot be guaranteed before 3 months of your event***. Food may not be taken off the premises after it has been prepared and served.

If you choose to have more than one entrée for a single plated function, charges for the plated meal will be the higher priced prevailing entrée.

The Oklahoma State Liquor Commission regulates the sales and service of all alcoholic beverages. The Hilton Garden Inn Lawton - Fort Sill and Convention Center is responsible for the regulations. It is a policy that no alcoholic beverages are brought into Hilton Garden Inn Lawton - Fort Sill and Convention Center for an event. As a purveyor of alcoholic beverages, we encourage our patrons to drink responsibly, and will not serve alcoholic beverages to minors or to anyone who appears to be intoxicated. We support the "Designated Driver" Program and will offer complimentary soft drinks to a Designated Driver.

The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages.

AUTHORIZED SPEND: On or before the arrival date, you will confirm to us in writing the names of those persons who you have authorized to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, F&B functions and other incidentals) will be presented to one of your authorized signatories to be checked and signed on a daily basis.

DELIVERIES: Arrangements for delivery of packages should be made through your designated Event Manager. Receiving, handling and shipping charges may apply. No packages will be accepted by us that require us to pay shipping costs. Deliveries will only be accepted within 48 hours prior to your arrival date, unless otherwise agreed by us in advance. All deliveries must be correctly labeled as per our guidelines. To the fullest extent permitted by applicable law, we shall not be responsible for any damage to or loss of your packages. Packages must be marked with the responsible party's name, Group/Event Name, plus "***Hold for Arrival on Date of* Saturday, October 31, 2020".** Prior written approval from your Hotel Contact required. Applicable handling charges may be applied to the Group Master Account.

DISPLAYS AND DECORATIONS: You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. To the fullest extent permitted by law, we are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge you for Hotel staff to provide the labor for any installations or removals of such. Hotel can advise you of such potential charges upon request. Displays and Decorations must conform to State code, fire regulations and Hilton Garden Inn Lawton - Fort Sill and Convention Center Policy. Items cannot be attached to walls, ceilings, and fixtures with nails, staples, or any other substance or adhesives in order to prevent damage to fixtures and furnishings. Any exceptions to this policy must be provided in writing.

SECURITY: If required, in Hotel's reasonable judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a licensed guard or security agency. The acquisition of security is at the discretion of the Hotel. Such security personnel may not carry weapons. Security agency will be required to provide proof of insurance and sign a hold harmless agreement before they will be allowed to provide services on Hotel premises.

OVERTIME: If your Event includes organized food and beverage functions, you agree to begin your Event promptly at the scheduled start time and agree to have your guests, invitees and other persons vacate the designated Event space at the end time indicated on the final Event Order. You further agree to reimburse us for any overtime wage payments or other expenses incurred by us because of your failure to comply with these requirements.

IMPOSSIBILITY: Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their reasonable control (including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.

INDEMNIFICATION: To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hotel's Owner, and Hilton Worldwide, Inc., and each of their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement to the extent such any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees. Nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

INSURANCE: You agree to maintain insurance reasonably commensurate with all activities arising from or connected with your Event, including, but not limited to, general liability insurance, with limits not less than $2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from your Event, and you agree to add Hotel and Hilton Worldwide, Inc. as additional insureds under all applicable policies for your Event. With respect to any claims or other liability for which you are responsible, your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties.

Please note that obtaining and maintaining appropriate insurance protects you by providing coverage to you by paying the Hotel for damages that occur during your Event and which you would otherwise be required to pay under the indemnification clause. For informational purposes only, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. When purchasing single event insurance, you should select general liability and property damage coverage.

Hotel agrees to maintain general liability insurance with limits not less than $5,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance. Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton Worldwide's general liability insurance program, proof of such insurance coverage is satisfied by a Memorandum of Insurance available at: http://www.marsh.com/moi?client=0291. The Hotel can confirm whether they participate.

GOVERNING LAW: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

DISPUTE RESOLUTION: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may give notice to the other party of its intention to pursue arbitration. Arbitration of disputes arising out of or in connection with this Agreement will be resolved using one arbitrator before JAMS or American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

COLLECTION/ATTORNEY'S FEES: The parties agree that if any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its attorney's fees and costs, plus pre and post judgment interest. If we retain the services of a collection agency or attorney to assist in the collection of any amounts due to us under this Agreement, you will pay all expenses incurred by us in such collection efforts.

ACKNOWLEDGEMENT:

The undersigns acknowledges receipt of the Standard Terms and Conditions.

Name	Date

Lifetouch

Service Agreement

Central Junior High School

Lifetouch ID:54625
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Central Junior High School
1201 NW Fort Sill Blvd
Lawton, OK 73501

Main Phone: 580-355-8544
Enrollment:875
Grades:7-8

Summary of Programs Provided

- ☒ Fall Individuals
- ☒ Spring Individuals
- ☐ Underclass Grads
- ☐ Yearbook
- ☐ Prestige Seniors
- ☐ Sports
- ☐ Groups
- ☐ Prom/Dance
- ☐ Special Events
- ☐ Commencements
- ☐ Service
- ☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Sell Method	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	9/28/2020	TBD	Prepay	8:30 AM	1:00 PM	710	3	TBD	Auditorium
Fall Individuals (RETAKE)	11/10/2020	TBD	Prepay	8:30 AM	2:00 PM	0	3	TBD	Auditorium
Spring Individuals (ORIGINAL)	3/8/2021	TBD	Prepay	8:30 AM	11:00 AM	700	2	TBD	gym

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☒	Parent Notify Contact	Blake Thomas
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Blake Thomas

Other Services:

SmileSafe Cards ☒

Additional Notes:
2 Calendars @ n/c

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	35% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY
Fall Individuals (RETAKE)	Percentage per package	35% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY

Contact Information

Contact Name	Title	Role	Phone	Email Address
Brandon Atwood	Photo Manager	Yearbook Advisor	580-355-8544	brandon.atwood@lawtonps.org
Blake Thomas	Principal	Administration	580-355-8544	bthomas@lawtonps.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signature

Account / School Representative 1	Date Signed:

Account / School Representative 2 (if necessary)	Date Signed:

Shutterfly Lifetouch, LLC. Representative	Date Printed:

Lifetouch Service Agreement

Eisenhower Middle School

Lifetouch ID:54632
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Eisenhower Middle School
5702 W Gore Blvd
Lawton, OK 73505

Main Phone: 580-353-1040
Enrollment:1000
Grades:6-8

Summary of Programs Provided

☒ Fall Individuals	☐ Yearbook	☐ Groups	☐ Commencements
☒ Spring Individuals	☐ Prestige Seniors	☐ Prom/Dance	☐ Service
☐ Underclass Grads	☐ Sports	☐ Special Events	☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Sell Method	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	9/25/2020	TBD	Prepay	9:00 AM	3:00 PM	978	3	TBD	library
Fall Individuals (RETAKE)	10/30/2020	TBD	Prepay	8:30 AM	12:10 PM	0	1	TBD	library
Spring Individuals (ORIGINAL)	3/4/2021	TBD	Prepay	9:00 AM	1:00 PM	900	2	TBD	Library

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Amy Price
Other Services:			SmileSafe Cards ☒

Additional Notes:
3 calendar @ n/c

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	25% pkg prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (RETAKE)	Percentage per package	25% pkg prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Spring Individuals (ORIGINAL)	Percentage per package	20% sum prepay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.

Contact Information

Contact Name	Title	Role	Phone	Email Address
David Erwin	IT Administrator	Communications	580-357-6900	derwin@lawtonps.org
Joyce Hill	Secretary	Front Office	580-353-1040	jhill@lawtonps.org
Beverly Mattingly	Primary	Principal	580-353-1040	bmattingly@lawtonps.org
Amy Price	Primary	Yearbook Advisor	580-353-1040	abprice@lawtonps.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signature

Account / School Representative 1	Date Signed:
[signature]	3-5-2020
Account / School Representative 2 (if necessary)	**Date Signed:**
Shutterfly Lifetouch, LLC. Representative	**Date Printed:**
[signature]	3-5-20

Lifetouch® Service Agreement

Almor West Elementary School

Lifetouch ID:54621
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Almor West Elementary School
6902 SW Delta Ave
Lawton, OK 73505

Main Phone: 580-536-6006
Enrollment:325
Grades:PK-5

Summary of Programs Provided

- ☒ Fall Individuals
- ☒ Spring Individuals
- ☐ Underclass Grads
- ☐ Yearbook
- ☐ Prestige Seniors
- ☐ Sports
- ☒ Groups
- ☐ Prom/Dance
- ☐ Special Events
- ☐ Commencements
- ☐ Service
- ☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Qty)	Group Camera (Qty)	Setup Location
Fall Individuals (ORIGINAL)	9/11/2020	TBD	9:20 AM	3:00 PM	345	1	TBD	on stage
Fall Individuals (RETAKE)	10/13/2020	TBD	9:20 AM	10:30 AM	0	1	TBD	STAGE
Spring Individuals (ORIGINAL)	2/22/2021	TBD	9:15 AM	3:15 PM	345	2	TBD	TBD
Classroom Groups (ORIGINAL)	2/22/2021	TBD	8:30 AM	5:00 PM	380	TBD	1	TBD

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Stephanie Bowman

Other Services:

SmileSafe Cards ☒

Additional Notes:
2 calendars @ n/c, 615 Color Portrait Strips

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (RETAKE)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum Prepay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Other - Describe	$2 Per Pkg COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
Tommy Orndorff	Secondary	IT Administrator	580-357-6900	tommy.orndorff@lawtonps.org
Lisha Kirk	Secondary	Administrative Secretary	580-536-6006	Lisha.kirk@lawtonps.org
Megan Butler	Secondary	Secretary	580-536-6006	
Stephanie Bowman	Primary	Principal	580-536-6006	

Agreement Terms

During the Agreement Term, Lifetouch National School Studios Inc. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signature

Account / School Representative 1	Date Signed:

Account / School Representative 2 (if necessary)	Date Signed:

Lifetouch Representative	Date Printed:
[signature]	2-13-20

Pending Board approval

Lifetouch

Service Agreement

Carriage Hills Elem Sch

Lifetouch ID:54624
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Carriage Hills Elem Sch
215 SE Warwick Way
Lawton, OK 73507

Main Phone: 580-248-6161
Enrollment:360
Grades:PK-5

Summary of Programs Provided

- ☒ Fall Individuals
- ☒ Spring Individuals
- ☐ Underclass Grads
- ☐ Yearbook
- ☐ Prestige Seniors
- ☐ Sports
- ☒ Groups
- ☐ Prom/Dance
- ☐ Special Events
- ☐ Commencements
- ☐ Service
- ☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Sell Method	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	10/1/2020	TBD	Prepay	9:15 AM	2:00 PM	380	2	TBD	stage
Fall Individuals (RETAKE)	11/12/2020	TBD	Prepay	9:30 AM	11:00 AM	0	1	TBD	stage
Spring Individuals (ORIGINAL)	3/11/2021	TBD	Proof	9:00 AM	12:00 PM	360	2	TBD	stage
Classroom Groups (ORIGINAL)	3/11/2021	TBD	Prepay	8:30 AM	2:00 PM	380	TBD	1	TBD

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Lesa Sparks

Other Services:

SmileSafe Cards ☒

Additional Notes:
2 Calendars @ n/c, 615 Color Portraits Strips

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (RETAKE)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum Proof ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Dollar per package	$2 Per Pkg COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
Mary Pulliam	Secretary	Front Office	580-248-6161	mpulliam@lawtonps.org
David Erwin	IT Administrator	EDT Coordinator	580-357-6900	derwin@lawtonps.org
Lesa Sparks	Principal	Administration	580-248-6161	lsparks@lawtonps.org
Amber Martinez	Secretary	Front Office	580-248-6161	amber.martinez@lawtonps.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signature

Account / School Representative 1	Date Signed:
Lesa Sparks	3-5-20
Account / School Representative 2 (if necessary)	**Date Signed:**
Shutterfly Lifetouch, LLC. Representative	**Date Printed:**
Lori Ward	3-5-20

Lifetouch

Service Agreement

Cleveland Elementary School

Lifetouch ID:54626
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Cleveland Elementary School
1202 SW 27th St
Lawton, OK 73505

Main Phone: 580-353-8861
Enrollment:400
Grades:PK-5

Summary of Programs Provided

- ☒ Fall Individuals
- ☒ Spring Individuals
- ☐ Underclass Grads
- ☐ Yearbook
- ☐ Prestige Seniors
- ☐ Sports
- ☒ Groups
- ☐ Prom/Dance
- ☐ Special Events
- ☐ Commencements
- ☐ Service
- ☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Sell Method	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	9/18/2020	TBD	Prepay	9:15 AM	2:00 PM	310	2	TBD	cafeteria
Fall Individuals (RETAKE)	10/21/2020	TBD	Prepay	9:30 AM	12:00 PM	0	1	TBD	cafetria
Spring Individuals (ORIGINAL)	2/2/2021	TBD	Prepay	9:00 AM	12:00 PM	300	2	TBD	cafeteria
Classroom Groups (ORIGINAL)	2/2/2021	TBD	Prepay	9:00 AM	2:00 PM	400	TBD	1	TBD

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☐	Lifetouch Portal Contact	Calvin Prince

Other Services: Student IDS ☒ SmileSafe Cards ☒
Barcoded IDs ☒ Punched IDs ☒

Additional Notes:
1 Calendar @ n/c

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY
Fall Individuals (RETAKE)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum Prepay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Dollar per package	$2.00 per package COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
David Erwin	IT Administrator	EDT Coordinator	580-357-6900	derwin@lawtonps.org
Calvin Prince	Principal	Administration	580-353-8861	cprince@lawtonps.org

Agreement Terms

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The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signature

Account / School Representative 1	Date Signed:

Account / School Representative 2 (if necessary)	Date Signed:

Shutterfly Lifetouch, LLC. Representative	Date Printed:

Lifetouch® Service Agreement

Edison Elementary School

Lifetouch ID:54630
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Edison Elementary School
5801 NW Columbia Ave
Lawton, OK 73505

Main Phone: 580-536-4223
Enrollment:500
Grades:K-5

Summary of Programs Provided

- ☒ Fall Individuals
- ☒ Spring Individuals
- ☐ Underclass Grads
- ☐ Yearbook
- ☐ Prestige Seniors
- ☐ Sports
- ☒ Groups
- ☐ Prom/Dance
- ☐ Special Events
- ☐ Commencements
- ☐ Service
- ☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	9/11/2020	TBD	9:30 AM	2:00 PM	462	2	TBD	Auditorium
Fall Individuals (RETAKE)	10/26/2020	TBD	9:30 AM	12:00 PM	0	1	TBD	back of cafeteria
Spring Individuals (ORIGINAL)	3/26/2021	TBD	9:15 AM	1:30 PM	460	2	TBD	cafeteria/gym
Classroom Groups (ORIGINAL)	3/26/2021	TBD	9:15 AM	2:00 PM	460	1	TBD	TBD

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Dana Moore

Other Services:

SmileSafe Cards ☒

Additional Notes:
2 calendars @ n/c, 615 color portrait strips

Subject to Board Appr.

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY
Fall Individuals (RETAKE)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum PrePay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Dollar per package	$2 Per Pkg COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
David Erwin	Secondary	IT Administrator	580-357-6900	derwin@lawtonps.org
Dana Moore	Primary	Principal	580-536-4223	dmoore@lawtonps.org
Debra Payton	Secondary	Secretary	580-536-4223	dpayton@lawtonps.org

Agreement Terms

During the Agreement Term, Lifetouch National School Studios Inc. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signature

Account / School Representative 1	Date Signed:
Sandra Parnell	2-12-2020
Account / School Representative 2 (If necessary)	**Date Signed:**
Lifetouch Representative	**Date Printed:**

Lifetouch

Service Agreement

Eisenhower Elementary School

School Year(s): 2020 - 2021
Lifetouch ID:54631
Contract Length: 1 Years
Account Representative Email:tharrelson@lifetouch.com
Contract Type: Renewal

Account Information

Eisenhower Elementary School
315 SW 52nd St
Lawton, OK 73505

Main Phone: 580-355-4599
Enrollment:350
Grades:K-5

Summary of Programs Provided

☒ Fall Individuals	☐ Yearbook	☒ Groups	☐ Commencements
☒ Spring Individuals	☐ Prestige Seniors	☐ Prom/Dance	☐ Service
☐ Underclass Grads	☐ Sports	☐ Special Events	☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Sell Method	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	9/15/2020	TBD	Prepay	8:00 AM	4:00 PM	303	1	TBD	Auditorium
Fall Individuals (RETAKE)	11/11/2020	TBD	Prepay	9:00 AM	11:00 AM	0	1	TBD	Auditorium
Spring Individuals (ORIGINAL)	2/2/2021	TBD	Prepay	9:30 AM	2:00 PM	0	1	TBD	TBD
Classroom Groups (ORIGINAL)	2/2/2021	TBD	Prepay	8:00 AM	2:00 PM	330	TBD	1	TBD

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Lupe Ostruske

Other Services: SmileSafe Cards ☒

Additional Notes:
2 Calendars @ n/c, 615 color portrait strips @ n/c

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (RETAKE)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum Prepay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Dollar per package	$2.00 Per Pkg COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
David Erwin	IT Administrator	EDT Coordinator	580-357-6900	derwin@lawtonps.org
Angel Williams	Secretary	Front Office	580-355-4599	angel.williams@lawtonps.org
Lupe Ostruske	Principal	Administration	580-355-4599	lostruske@lawtonps.org

Agreement Terms

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Signature

Account / School Representative 1	Date Signed:

Account / School Representative 2 (if necessary)	Date Signed:

Shutterfly Lifetouch, LLC. Representative	Date Printed:

Lifetouch

Service Agreement

Freedom Elementary School

School Year(s): 2020 - 2021
Lifetouch ID:473992
Contract Length: 1 Years
Account Representative Email:tharrelson@lifetouch.com
Contract Type: Renewal

Account Information

Freedom Elementary School
5720 Geronimo Road
Fort Sill, OK 73503

Main Phone: 580-713-0060
Enrollment:1500
Grades:PK-5

Summary of Programs Provided

- ☒ Fall Individuals
- ☒ Spring Individuals
- ☐ Underclass Grads
- ☐ Yearbook
- ☐ Prestige Seniors
- ☐ Sports
- ☒ Groups
- ☐ Prom/Dance
- ☐ Special Events
- ☐ Commencements
- ☐ Service
- ☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Sell Method	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	10/2/2020	TBD	Prepay	9:15 AM	3:45 PM	1202	6	TBD	gyms
Fall Individuals (RETAKE)	11/13/2020	TBD	Prepay	9:30 AM	12:00 PM	0	4	TBD	TBD
Spring Individuals (ORIGINAL)	2/19/2021	TBD	Prepay	9:15 AM	1:30 PM	1215	6	TBD	Pre-K Activity Room & Blue Gym
Classroom Groups (ORIGINAL)	1/22/2021	TBD	Prepay	8:15 AM	2:00 PM	1400	TBD	4	TBD

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☒	Parent Notify Contact	Paul Henderson
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Paul Henderson

Other Services:

SmileSafe Cards ☒

Additional Notes:
12 calendars @ n/c, 615 color portrait strips, Large group print @ n/c

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (RETAKE)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum Prepay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Dollar per package	$2.00 per pkg COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
David Erwin	IT Administrator	EDT Coordinator	580-357-6900	derwin@lawtonps.org
Sheri Hennessee	Secretary	Front Office	580-713-0060	shennessee@lawtonps.org
Linda Carter	Secretary	Front Office		lcarter@lawtonps.org
Mikel Shanklin Ford	Principal	Administration	580-713-0060	mshanklin@lawtonps.org
Paul Henderson	Teacher	Yearbook Advisor	580-713-0060	phenderson@lawtonps.org

Agreement Terms

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Signature

Account / School Representative 1	Date Signed:

Account / School Representative 2 (if necessary)	Date Signed:

Shutterfly Lifetouch, LLC. Representative	Date Printed:

Lifetouch® Service Agreement

Hugh Bish Elementary School

Lifetouch ID:98351
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Hugh Bish Elementary School
5611 NW Alan A Dale Ln
Lawton, OK 73505

Main Phone: 580-248-2244
Enrollment:360
Grades:K-5

Summary of Programs Provided

☒ Fall Individuals	☐ Yearbook	☒ Groups	☐ Commencements
☒ Spring Individuals	☐ Prestige Seniors	☐ Prom/Dance	☐ Service
☐ Underclass Grads	☐ Sports	☐ Special Events	☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	9/11/2020	TBD	9:30 AM	1:00 PM	275	2	TBD	Music Room
Fall Individuals (RETAKE)	10/22/2020	TBD	9:30 AM	12:00 PM	0	1	TBD	Music Room
Spring Individuals (ORIGINAL)	3/23/2021	TBD	9:30 AM	3:00 PM	0	2	TBD	TBD
Classroom Groups (ORIGINAL)	3/23/2021	TBD	7:45 AM	2:00 PM	360	TBD	1	TBD

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Amy Wilcox
Other Services:			SmileSafe Cards ☒

Additional Notes:
2 calendars @ n/c, 615 Color portrait strips

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (RETAKE)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum Prepay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY
Classroom Groups (ORIGINAL)	Dollar per package	$2 Per Pkg COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
Mary Fountain	Secondary	Secretary	580-248-2244	mary.fountain@lawtonps.org
David Erwin	Secondary	IT Administrator	580-357-6900	derwin@lawtonps.org
Leigh Conic	Secondary	Secretary		leigh.conic@lawtonps.org
Amy Wilcox	Primary	Principal	580-248-2244	awilcox@lawtonps.org

Agreement Terms

During the Agreement Term, Lifetouch National School Studios Inc. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signature

Account / School Representative 1 X	Date Signed:
Rachel L Cook 2-	2-12-20

Account / School Representative 2 (if necessary)	Date Signed:

Lifetouch Representative	Date Printed:
[illegible]	2-12-20

Pending Board approval

Lifetouch® Service Agreement

Learning Tree Academy

Lifetouch ID:54655
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Learning Tree Academy
1908 NW 38th St
Lawton, OK 73505

Main Phone: 580-355-6197
Enrollment:210
Grades:PK-PK

Summary of Programs Provided

- ☒ Fall Individuals
- ☒ Spring Individuals
- ☐ Underclass Grads
- ☐ Yearbook
- ☐ Prestige Seniors
- ☐ Sports
- ☒ Groups
- ☐ Prom/Dance
- ☐ Special Events
- ☐ Commencements
- ☐ Service
- ☐ Other/Misc

Fall Individuals (ORIGINAL)	9/1/2020	TBD	8:45 AM	3:00 PM	232	2	TBD	Gym on the stage
Fall Individuals (RETAKE)	10/13/2020	TBD	11:00 AM	1:30 PM	0	1	TBD	STAGE IN CAFETERIA
Spring Individuals (ORIGINAL)	3/30/2021	TBD	9:15 AM	1:30 PM	0	2	TBD	TBD
Classroom Groups (ORIGINAL)	3/30/2021	TBD	8:45 AM	2:00 PM	218	TBD	1	TBD

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Lana Welch

Other Services:

SmileSafe Cards ☒

Additional Notes:
3 calendars @ n/c, 615 Color Portrait Strips

Additional Details

Fall Individuals (ORIGINAL)	Percentage per package	25% pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (RETAKE)	Percentage per package	25% pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Spring Individuals (ORIGINAL)	Percentage per package	35% Sum Prepay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Dollar per package	$3 per pkg COMMISSION OF $3.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Lisa Butler	Secondary	Registrar	580-355-6197	lisa.butler@lawtonps.org
Shella Blevins	Secondary	Secretary	580-355-6197	sblevins@lawtonps.org
Lana Welch	Primary	Principal	580-355-6197	lwelch@lawtonps.org

Agreement Terms

During the Agreement Term, Lifetouch National School Studios Inc. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

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Signature

	2-19-20
	2-19-20

Lifetouch® Service Agreement

Lincoln Elementary School

Lifetouch ID:54641
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Lincoln Elementary School
601 SW Park Ave
Lawton, OK 73501

Main Phone: 580-355-4799
Enrollment:400
Grades:PK-5

Summary of Programs Provided

☒ Fall Individuals	☐ Yearbook	☒ Groups	☐ Commencements
☒ Spring Individuals	☐ Prestige Seniors	☐ Prom/Dance	☐ Service
☐ Underclass Grads	☐ Sports	☐ Special Events	☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Spring Individuals (ORIGINAL)	2/23/2021	TBD	9:15 AM	12:00 PM	361	2	TBD	in the gym
Fall Individuals (ORIGINAL)	10/5/2020	TBD	9:00 AM	2:00 PM	360	2	TBD	Music Room
Fall Individuals (RETAKE)	11/13/2020	TBD	9:15 AM	11:30 AM	0	1	TBD	Music Room
Classroom Groups (ORIGINAL)	2/23/2021	TBD	7:45 AM	2:00 PM	390	TBD	1	TBD

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Oscar Castro

Other Services:

SmileSafe Cards ☒

Additional Notes:
2 calendars @ n/c, 615 Color Portrait Strips

Additional Details

Program Type	Incentive method:	Description:
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum Prepay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (ORIGINAL)	Percentage per package	25% pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY
Fall Individuals (RETAKE)	Percentage per package	25% pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY
Classroom Groups (ORIGINAL)	Dollar per package	$2 per pkg COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
Kris Riner	Secondary	IT Administrator	580-357-6900	kris.riner@lawtonps.org
~~Margaret Hobbs Gosnell~~	Secondary	Secretary	580-355-4799	mgosnell@lawtonps.org
Oscar Castro	Primary	Principal	580-355-4799	ocastro@lawtonps.org
Samantha Sexton				
Juanita Adams				

Agreement Terms

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Signature

Account / School Representative 1	Date Signed:

Account / School Representative 2 (if necessary)	Date Signed:

Lifetouch Representative	Date Printed:
Dan Jass	2-13-20

Pending Board approval

Lifetouch® Service Agreement

Pat Henry Elementary School

Lifetouch ID:54651
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Pat Henry Elementary School
1401 NW Bessie Ave
Lawton, OK 73507

Main Phone: 580-355-2617
Enrollment:500
Grades:K-5

Summary of Programs Provided

☒ Fall Individuals	☐ Yearbook	☒ Groups	☐ Commencements
☒ Spring Individuals	☐ Prestige Seniors	☐ Prom/Dance	☐ Service
☐ Underclass Grads	☐ Sports	☐ Special Events	☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (RETAKE)	12/8/2020	TBD	9:30 AM	2:00 PM	0	1	TBD	TBD
Fall Individuals (ORIGINAL)	9/11/2020	TBD	9:30 AM	3:15 PM	523	2	TBD	MUSIC ROOM
Spring Individuals (ORIGINAL)	3/2/2021	TBD	9:30 AM	3:00 PM	0	2	TBD	TBD
Classroom Groups (ORIGINAL)	3/2/2021	TBD	8:15 AM	2:00 PM	600	TBD	1	TBD

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Jennifer Tadlock

Other Services:

SmileSafe Cards ☒

Additional Notes:
3 Calendars @ N/C, 615 Color Portrait Strips

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (RETAKE)	Percentage per package	30% pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (ORIGINAL)	Percentage per package	30% pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Spring Individuals (ORIGINAL)	Percentage per package	30% Sum Prepay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Dollar per package	$3 per pkg COMMISSION OF $1.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
Jennifer Tadlock	Primary	Principal	580-355-2617	jrtadlock@lawtonps.org

Agreement Terms

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Signature

Account / School Representative 1	Date Signed:

Account / School Representative 2 (if necessary)	Date Signed:

Lifetouch Representative	Date Printed:
	2-13-24

Lifetouch® Service Agreement

Pioneer Park Elementary School

Lifetouch ID:54646
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Pioneer Park Elementary School
3005 NE Angus Pl
Lawton, OK 73507

Main Phone: 580-355-5844
Enrollment:425
Grades:K-5

Summary of Programs Provided

- ☒ Fall Individuals
- ☒ Spring Individuals
- ☐ Underclass Grads
- ☐ Yearbook
- ☐ Prestige Seniors
- ☐ Sports
- ☒ Groups
- ☐ Prom/Dance
- ☐ Special Events
- ☐ Commencements
- ☐ Service
- ☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	9/29/2020	TBD	10:00 AM	1:00 PM	409	2	TBD	AUDITORIUM
Fall Individuals (RETAKE)	11/2/2020	TBD	10:00 AM	11:00 AM	0	1	TBD	AUDITORIUM
Spring Individuals (ORIGINAL)	2/8/2021 No	TBD	10:00 AM	2:00 PM	405	2	TBD	auditorium
Classroom Groups (ORIGINAL)	11/30/2020 No	TBD	8:15 AM	2:00 PM	425	1	TBD	Auditorium

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	DEBORAH SPENCER
Other Services:			SmileSafe Cards ☒

Additional Notes:
3 Calendars @ n/c, 615 Color Portrait Strips

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	25% Pkg PrePay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (RETAKE)	Percentage per package	25% Pkg PrePay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum PrePay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Dollar per package	$2 per pkg COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
Sandy Pack	Secondary	Secretary	580-355-5844	Spack@lawtonps.org
David Erwin	Secondary	IT Administrator	580-355-5844	derwin@lawtonps.org
Mary Dinkel	Secondary	Secretary	580-355-5844	mdinkel@lawtonps.org
Deborah Spancer	Primary	Principal	580-355-5844	dspencer@lawtonps.org

Agreement Terms

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Signature

Account / School Representative 1	Date Signed:
Sandy Pack	2/12/20
Account / School Representative 2 (if necessary)	**Date Signed:**
Lifetouch Representative	**Date Printed:**
B Hass	

Pending on Board approval

Lifetouch® Service Agreement

Ridgecrest Elementary School

Lifetouch ID:54636
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Ridgecrest Elementary School
1614 NW 47th St
Lawton, OK 73505

Main Phone: 580-355-6033
Enrollment:540
Grades:K-5

Summary of Programs Provided

- ☒ Fall Individuals
- ☒ Spring Individuals
- ☐ Underclass Grads
- ☐ Yearbook
- ☐ Prestige Seniors
- ☐ Sports
- ☒ Groups
- ☐ Prom/Dance
- ☐ Special Events
- ☐ Commencements
- ☐ Service
- ☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Spring Individuals (ORIGINAL)	2/5/2021	TBD	9:00 AM	1:00 PM	0	2	TBD	TBD
Fall Individuals (ORIGINAL)	9/30/2020	TBD	9:30 AM	11:00 AM	540	2	TBD	CAFETERIA STAGE
Fall Individuals (RETAKE)	11/11/2020	TBD	9:30 AM	10:30 AM	0	1	TBD	cafetorium
Classroom Groups (ORIGINAL)	2/5/2021	TBD	8:30 AM	2:00 PM	540	1	TBD	Cafeteria

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Ora Fitzgerald
Other Services:			SmileSafe Cards ☒

Additional Notes:
3 Calendars @ N/C

Additional Details

Program Type	Incentive method:	Description:
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum PrePay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY
Fall Individuals (ORIGINAL)	Percentage per package	25% Pkg Prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (RETAKE)	Percentage per package	25% pkg prepay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Dollar per package	$2 per pkg COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
Kris Riner	Secondary	IT Administrator	580-357-6900	kris.riner@lawtonps.org
Deloris Anderson	Secondary	Secretary	580-355-6033	danderson@lawtonps.org
Ora Fitzgerald	Primary	Principal	580-355-6033	ofitzgerald@lawtonps.org
Annie Adams	Secondary	Secretary		annieadams@lawtonps.org

Agreement Terms

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Signature

Account / School Representative 1	Date Signed:
	2-13-2020

Account / School Representative 2 (if necessary)	Date Signed:

Lifetouch Representative	Date Printed:
	2-13-20

Pending Board approval

Lifetouch® Service Agreement

Sullivan Village Elem School

Lifetouch ID:54650
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Sullivan Village Elem School
3802 SE Elmhurst Ln
Lawton, OK 73501

Main Phone: 580-355-0800
Enrollment:500
Grades:PK-5

Summary of Programs Provided

☒ Fall Individuals	☐ Yearbook	☒ Groups	☐ Commencements
☒ Spring Individuals	☐ Prestige Seniors	☐ Prom/Dance	☐ Service
☐ Underclass Grads	☐ Sports	☐ Special Events	☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	9/29/2020	TBD	9:30 AM	1:30 PM	465	2	TBD	Auditorium
Fall Individuals (RETAKE)	11/17/2020	TBD	9:30 AM	12:00 PM	0	1	TBD	Auditorium
Spring Individuals (ORIGINAL)	3/23/2021	TBD	9:30 AM	2:00 PM	0	2	TBD	Auditorium
Classroom Groups (ORIGINAL)	3/23/2021	TBD	9:30 AM	2:00 PM	500	1	TBD	Auditorium

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Brenda Breeze
Other Services: Student IDS	☒	SmileSafe Cards	☒

Additional Notes:
3 Calendars @ n/c,

Pending Board Approval

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	25% Pkg PrePay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (RETAKE)	Percentage per package	25% Pkg PrePay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum PrePay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Dollar per package	$2 per pkg COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
David Erwin	Secondary	IT Administrator	580-357-6900	derwin@lawtonps.org
Brenda Breeze	Primary	Principal	580-355-0800	bbreeze@lawtonps.org
Carol Mccracken	Secondary	Secretary	580-355-0800	cmccrackenh@lawtonps.org

Agreement Terms

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Signature

Account / School Representative 1	Date Signed:
Carol McCracken	2-12-20

Account / School Representative 2 (If necessary)	Date Signed:

Lifetouch Representative	Date Printed:
[signature]	2-12-20

Lifetouch® Service Agreement

Whittier Elementary School

Lifetouch ID:54656
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Whittier Elementary School
1115 NW Laird Ave
Lawton, OK 73507

Main Phone: 580-355-5238
Enrollment:340
Grades:K-5

Summary of Programs Provided

☒ Fall Individuals	☐ Yearbook	☒ Groups	☐ Commencements
☒ Spring Individuals	☐ Prestige Seniors	☐ Prom/Dance	☐ Service
☐ Underclass Grads	☐ Sports	☐ Special Events	☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	9/11/2020	TBD	10:00 AM	3:00 PM	285	1	TBD	gym stage
Fall Individuals (RETAKE)	10/30/2020	TBD	10:00 AM	11:30 AM	0	1	TBD	gym
Spring Individuals (ORIGINAL)	3/1/2021	TBD	9:30 AM	2:00 PM	290	1	TBD	gym
Classroom Groups (ORIGINAL)	3/1/2021	TBD	8:30 AM	2:00 PM	310	TBD	1	Gym

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Melanie Nungesser

Other Services:

SmileSafe Cards ☒

Additional Notes:
2 Calendars @ n/c, 615 Color Portrait Strips

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	25% Pkg PrePay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (RETAKE)	Percentage per package	25% Pkg PrePay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum PrePay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Dollar per package	$2 per pkg COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
David Erwin	Secondary	Site Supervisor	580-355-5238	derwin@lawtonps.org
Charolette Atchley	Secondary	Secretary	580-355-5238	catchley@lawtonps.org
MELANIE NUNGESSER	Primary	Principal	580-355-5238	mnungesser@lawtonps.org

Agreement Terms

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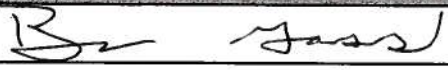
Signature

Account / School Representative 1	Date Signed:

Account / School Representative 2 (If necessary)	Date Signed:

Lifetouch Representative	Date Printed:
	

Lifetouch® Service Agreement

Woodland Hills Elem School

Lifetouch ID:54659
Account Representative Email:tharrelson@lifetouch.com

School Year(s): 2020 - 2021
Contract Length: 1 Years
Contract Type: Renewal

Account Information

Woodland Hills Elem School
405 NW Woodland Dr
Lawton, OK 73505

Main Phone: 580-536-7991
Enrollment:525
Grades:K-5

Summary of Programs Provided

- ☒ Fall Individuals
- ☒ Spring Individuals
- ☐ Underclass Grads
- ☐ Yearbook
- ☐ Prestige Seniors
- ☐ Sports
- ☒ Groups
- ☐ Prom/Dance
- ☐ Special Events
- ☐ Commencements
- ☐ Service
- ☐ Other/Misc

Program Type	Start Picture Date	End Picture Date	Start Time	End Time	Est. Number Photo'd	Ind. Camera (Est)	Group Camera (Est)	Setup Location
Fall Individuals (ORIGINAL)	9/25/2020	TBD	9:30 AM	12:00 PM	525	2	TBD	Auditorium stage
Fall Individuals (RETAKE)	11/2/2020	TBD	9:30 AM	11:30 AM	0	1	TBD	Auditorium
Spring Individuals (ORIGINAL)	3/24/2021	TBD	9:30 AM	12:00 PM	500	2	TBD	Auditorium
Classroom Groups (ORIGINAL)	3/24/2021	TBD	9:00 AM	2:00 PM	500	1	TBD	Auditorium

Account Services

Yearbooks	☐	Yearbook Provider	
Parent Notify Enrollment	☐	Parent Notify Contact	
Store Front Enrollment	☐	Store Front Contact	
Lifetouch Portal Access	☒	Lifetouch Portal Contact	Andrea Hardzog
Other Services:			SmileSafe Cards ☒

Additional Notes:
3 Calendars @ N/C, 615 Color Portrait Strips @ N/C

Additional Details

Program Type	Incentive method:	Description:
Fall Individuals (ORIGINAL)	Percentage per package	25% Pkg PrePay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Fall Individuals (RETAKE)	Percentage per package	25% Pkg PrePay ALL COMMISSIONS PAID ON SALES IS LESS TAX ON PAID PACKAGE ORDERS RECEIVED 48 HOURS AFTER PICTURE DAY. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Spring Individuals (ORIGINAL)	Percentage per package	25% Sum PrePay ALL COMMISSION PAID ON SALES IS LESS TAX ON ALL PICTURE ORDERS RECEIVED. COMMISSION PAYMENT REQUESTED 2 WEEKS AFTER RETAKE DAY.
Classroom Groups (ORIGINAL)	Dollar per package	$2 Per Pkg COMMISSION OF $2.00 PER CLASSROOM GROUP PHOTO SOLD, MADE PAYABLE TO SCHOOL ONE WEEK AFTER CLOSE OF CLASSROOM GROUP PHOTO SALES

Contact Information

Contact Name	Title	Role	Phone	Email Address
Stephanie Elkairi	Secondary	Teacher	580-536-7991	stephanie.elkairi@lawtonos.org
Nellie Dickson	Secondary	Secretary	580-536-7991	ndickson@lawtonps.org
Andrea Hardzog	Primary	Principal	580-536-7991	ahardzog@lawtonps.org

Agreement Terms

During the Agreement Term, Lifetouch National School Studios Inc. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signature

Account / School Representative 1	Date Signed:

Account / School Representative 2 (if necessary)	Date Signed:

Lifetouch Representative	Date Printed:
	2-13-20

Pending board approval

2021 John Nobles Basketball Tournament Contract

We, Moore High School, party of the first part and LHS (School Name .. Boys/Girls), party of the second part, do sign this day, _____(Date), contract for the John Nobles Tournament to be played as follows: One event at Moore High School on January 21st, 22nd, and 23rd, 2021. The home school in each case agrees to pay the visiting team $0.00. The school canceling this contract without the consent of the other shall forfeit the sum of $500.00 to the offending school.

Both parties agree that the rules of the Oklahoma Secondary School Activities Association are a part of this contract and that the suspension or termination of membership in this Association of either party shall render this contract null and void. Provided that this contract shall not be binding on either party unless a copy, properly signed, is returned to the party of the first part by March 30, 2020.

Head Coaches Name Eric Wiley

Cell Number of Attending Coach _____

School Phone Number of Attending Coach 580-355-5170

School Fax Number of Attending Coach _____

Email Address of Attending Coach ewiley@lawtonps.org

_____

Signature of Participating School's A.D.

_____

PRESIDENT, LAWTON BOARD OF EDUCATION

_____

Chad Mashburn, Athletic Facilitator

Moore High School

HUMAN RESOURCES
Certified Personnel
April 16, 2020

The following resignations are recommended:

NAME	ASSIGNMENT	END DATE
*Notes Retirement		
Baden, Ken	Interim Chief Operating Officer	05-01-2020
Brockington-Martin, Tierra	Teacher, Pat Henry	05-22-2020
Fitch, Christy	Teacher, Sullivan Village	05-22-2020
Forsythe, Amanda	SPED Teacher, CMS	05-22-2020
Holt, Ellis*	Teacher, MHS	05-22-2020
Johnson, Christie	Dinner Program, EMS	12-18-2020
Mendoza, Jennifer	Cheer/Pep Sponsor, EMS	05-22-2020
Montgomery, Kylee	Cheer/Pep Sponsor, LHS	05-22-2020
Montgomery, Kylee	Drill Team Sponsor, LHS	05-22-2020

The following employment is recommended for the 2019-2020 school year:

NAME	ASSIGNMENT	START DATE
Lane, Brittany	Teacher, Lincoln	01-14-2020
Wiseman, Roxanne	Teacher, Lincoln	01-29-2020

The following employment is recommended for the 2020-2021 school year:

NAME	ASSIGNMENT	START DATE
Perez, Vanessa	Educational Technology Integration Specialist, Shoemaker	07-01-2020

The following employments are recommended for duration of need:

NAME	ASSIGNMENT	START DATE
Cothren, Donna	Dinner Program, EMS	03-02-2020
Duffy, Kathryn	Dinner Program, EMS	03-02-2020
Garza-Smith, Melinda	Dinner Program, EMS	03-02-2020
James, Leslie	Staff Route Driver, Washington	03-09-2020
Scott, Stephanie	Dinner Program, EMS	03-02-2020
Watts, Amy	Dinner Program, EMS	03-02-2020

The following employees have been placed on leave of absence:

NAME	ASSIGNMENT	END DATE
Smith, Danielle	Teacher, EMS	02-17-2021

The following employees has returned from leave of absence:

NAME	ASSIGNMENT	START DATE
Smith, Danielle	Teacher, EMS	03-10-2020

HUMAN RESOURCES
Support Personnel
April 16, 2020

The following resignations are recommended:

*Denotes Retirement

NAME	ASSIGNMENT	STOP DATE
Cornwell, George*	Custodian, Warehouse	03-09-2020
Hill, Tarah	Special Ed Teacher Assistant, LHS	03-05-2020
Hollaway, Michael	Custodian, Almor West	03-02-2020
Mercer, Monika	Personal Care Assistant, Eisenhower	03-06-2020
Slaughter, Cheryl	Pre K Assistant, Carriage Hills	03-20-2020

The following employment is recommended:

NAME	ASSIGNMENT	START DATE
Bradshaw, April	Personal Care Assistant, Pat Henry	03-03-2020
Graham, Martina	Bus Driver, Transportation	03-06-2020
Large, Julie	Print Shop/Mail Clerk, Media Center	03-23-2020
Waskiewicz, Kyle	Custodian, Freedom	03-04-2020

The following changes are recommended:

NAME	ASSIGNMENT	START DATE
Chargois, Kristen	From: Personal Care Assistant, Pat Henry To: Special Ed Class Assistant, Pat Henry	03-03-2020
Davis, Krystal	From: Custodian, Whittier To: Traveling Cook, Child Nutrition	03-09-2020
Norris, Joseph	From: School Marshal, District To: Campus Police, District	03-23-2020
Underhill, Melvin	From: Journeyman, Warehouse To: Interim Electrician Supervisor, Warehouse	03-09-2020

The following employee is recommended for medical leave of absence:

NAME	ASSIGNMENT	START DATE
Finney, Tina	Personal Care Assistant, EHS	03-11-2020
Matos, April	Personal Care Assistant, Freedom	03-11-2020

The following employee is recommended for return of leave of absence:

NAME	ASSIGNMENT	START DATE
Finney, Tina	Personal Care Assistant, EHS	03-23-2020

The following employee is recommended for termination:

Kennedy, April	School Marshal, District	03-05-2020