



Lawton, Oklahoma 73507

Lawton Public Schools Board of Education  
Regular Meeting  
June 9, 2025 5:00 PM  
Shoemaker Center Auditorium  
753 NW Fort Sill Blvd

## AGENDA

The Board reserves the right to consider, take up and take action on any agenda item in any order, except as to items 1-3. 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. Call to Order
2. Pledge of Allegiance - Kevin Hime
3. Roll Call to Establish Quorum
4. Special Guests/Special Recognitions - Kevin Hime and Patty Neuwirth
5. Report of the Superintendent
  - 5.a. Discussion with possible action to approve the policy on Personal Electronic Devices
  - 5.b. Discussion with possible action to approve sanctioning applications
  - 5.c. Superintendent's Announcement(s)
6. 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.)

  - 6.a. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf
    - 6.a.1. Approve Purchase Orders  
General Fund (11) PO # 1866-1929  
Building Fund (21) PO# 132-144

Bond Fund (33) PO# 242-243

- 6.a.2. Change Order Listing
  - 6.a.3. Payroll Encumbrance Purchase Order Numbers
  - 6.b. Report of the Chief Financial Officer - Lance Gibbs
    - 6.b.1. **Ratify, approve, and confirm for the fiscal year ending June 30, 2026, that certain Lease Purchase Agreement dated as of March 29, 2018, by and between the Comanche County Educational Facilities Authority, as Lessor, and Independent School District No. 8 of Comanche County, State of Oklahoma, as Lessee.**
    - 6.b.2. Contracts / Agreements
      - INSURICA Insurance Services LLC
      - ESS Contract Renewal Agreement FY 26
      - Marie Detty Cooperative Agreement FY 26
      - Juvenile Detention Center Agreement FY 26
      - Comanche County Health Department Cooperative Service Agreement FY 26
    - 6.b.3. Treasurer's Report for the Month of May, 2025
    - 6.b.4. Monthly Authorization to Invest
  - 6.c. Report of the Clerk
  - 6.d. Out of State Travel
    - MHS Speech and Debate request to Des Moines, IA June 2025
    - MHS Show Choir request to Orlando, FL March 2026
  - 6.e. Approval of the Minutes of the May 12, 2025, Regular Board Meeting
  - 6.f. Item(s) Removed from the Consent Agenda for Separate Action
  - 6.g. Approval of the Balance of the Consent Agenda
  - 6.h. Approval of Item that was Previously Pulled for Separate Action
7. Proposed Executive Session to Discuss:
- 7.a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports, Exhibit A and Exhibit B. (Exhibit B includes new potential hires and presented to the board under separate cover).  
[Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]
8. Vote to Convene into Executive Session
9. Acknowledge Board's Return to Open Session
10. Executive Session Minutes Compliance Announcement
11. Superintendent's Personnel Report / Items Discussed in Executive Session
- 11.a. Approval of Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover)
12. 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)
13. The next regular board meeting date is Monday, June 30, 2025, at 5:00 p.m., in the Shoemaker Center Auditorium.

14. Setting New Board Meeting Dates
15. Board Announcements
16. Adjournment

Date of Posting: Friday, June 6, 2025

Time of Posting: 4:00 p.m.

Location of Posting: Front door of Shoemaker Education Center, 753 NW Ft. Sill Blvd., Lawton,  
OK and [www.lawtonps.org](http://www.lawtonps.org)

*Kw - Hi*

## **PERSONAL ELECTRONIC DEVICES**

It is the policy of the Board of Education that a student may possess a personal electronic device while on school premises, or while in transit under the authority of the school, or while attending any function sponsored or authorized by the school upon consent of both the student's parent or guardian, and the superintendent or the superintendent's designee. Students may be issued a device by the school district such as a laptop, tablet or other electronic device. School-issued devices or school-approved devices are exempt from the requirements of this policy and shall be utilized only for educational purposes by students.

Students will only be permitted to possess a personal electronic device not issued by the school district while on school premises during the instructional day if the device is kept in a district-approved, signal-blocking Faraday bag at all times between the first and last bell. The device must remain powered off and secured within the Faraday bag, which must be stored in the student's backpack, locker, or other designated area. Removal of the device from the Faraday bag or use of the device during the instructional day, except as specifically authorized under district policy (such as for documented medical emergencies or as required by an IEP, Medical Plan, or 504 Plan), will be considered a violation of school policy and will result in disciplinary action as outlined in the student code of conduct.

Students are prohibited from utilizing cell phones and personal electronic devices while on the campus of a public school district from bell to bell. Exceptions may be made as follows:

1. Emergency use of cell phones or personal electronic devices by students during the school day. Emergency use includes situations where immediate communication is needed for safety or urgent personal matters. This includes, but is not limited to:
  - a. Medical Emergencies – Calling 911 or a parent if a student or someone nearby is having a severe health crisis (e.g., asthma attack, allergic reaction, seizure).; or
  - b. Natural Disasters or Lockdowns – Communicating with law enforcement or family during events like tornados, fires, lockdowns, or other emergencies affecting the school; or
2. Use of cell phones or personal electronic devices by students who use them to monitor health issues. This includes, but is not limited to, glucose monitoring which may occur multiple times during the school day; or
3. Students with special needs may use cell phones or personal electronic devices during class time or during the school day if their IEP, Medical Plan, or 504 Plan explicitly requires it as assistive technology for medically or educationally necessary instructional purposes. To qualify for this exception, the use must be listed as a documented accommodation necessary for instruction or communication within the student's IEP, Medical Plan, or 504 Plan.

“Bell to bell” means the time between the first bell ringing at the start of the school day to begin instructional time until the dismissal bell at the end of the school day to end instructional time.

“Personal electronic device” means a personal device capable of connecting to a smart phone, the Internet, or a cellular or Wi-Fi network, or directly connecting to another similar device. Personal electronic devices include, but are not limited to, smart watches, smart headphones, laptops, tablets, and smart glasses. Personal electronic devices shall not include school-issued or school approved devices that are specifically limited for use in classroom instruction.

Students found to be using any personal electronic device for any illegal purpose, violation of privacy, or to in any way send or receive personal messages, data, or information that would contribute to or constitute cheating on tests or examinations shall be subject to discipline. Students violating this rule may be disallowed from carrying any wireless telecommunication device following the incident unless the device is utilized to monitor a health condition.

Students found using a personal electronic device in violation of the rules shall be subject to disciplinary action under the student discipline policy. Punishment for violation will be determined by the administration on a case-by-case basis.

**REFERENCE:** 70 O.S. §1-126  
70 O.S. §24-101.1, et seq.  
70 O.S. §24-102

***THIS POLICY REQUIRED BY LAW.***

## **PERSONAL ELECTRONIC DEVICES**

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Students found to be using any personal electronic device for any illegal purpose, violation of privacy, or to in any way send or receive personal messages, data, or information that would contribute to or constitute cheating on tests or examinations shall be subject to discipline by the administration of the school district. Students violating this rule may be disallowed from carrying any wireless telecommunication device following the incident unless the device is utilized to monitor a health condition.

Students found to be in possession of or using a personal electronic ~~wireless telecommunications~~ device in violation of the rules shall be subject to disciplinary action under the student discipline policy. Punishment for violation will be determined by the administration on a case-by-case basis. ~~Where appropriate, police authorities may be contacted.~~

**REFERENCE:** 70 O.S. §1-126  
70 O.S. §24-101.1, et seq.  
70 O.S. §24-102

*THIS POLICY REQUIRED BY LAW.*



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 2024 - 2025

### APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name Lawton High Lady Wolverines Booster Club EIN # 39-2366947

Organization's Bank Name Arvest Bank Account # 51285162

Faculty Sponsor's Name Reggie Smith (coach) Phone: 580-355-5170 E-mail: Rsmith@lps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Vickie Walton</u>	<u>Fawn Tsatoko</u>	<u>Kirby Wiggins</u>	<u>Paula FORBS</u>
Address:	<u>43 NW 29th St Lawton, OK 73505</u>	<u>2502 SW 9th Ave Lawton, OK</u>	<u>1324 SW Monroe Ave Lawton, OK 73507</u>	<u>6122 SW Park Ave Lawton, OK 73507</u>
Phone:	<u>580 704-0766</u>	<u>(580) 241-1010</u>	<u>(580) 695-6739</u>	<u>580-713-3442</u>
Term Expiration:	<u>2021</u>	<u>2021</u>	<u>2021</u>	<u>2021</u>

Describe how the organization officers are appointed or elected Officers are elected by a majority vote and terms are yearly

Are dues or fees required to be a member of the organization:  Yes  No

Explain what amount and what the fees and dues cover 0

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization The purpose of the organization is to carry out Athletics and educational purposes exclusively for the benefit of the girls Basketball team. Our goal is to raise money, for out of town snacks, uniforms and whatever the team may need.

Estimated List of Material / Monetary Contributions Fund raising for the needs of the high school girls Basketball Team

Estimated List of Expenses To be determined. Raising funds for the needs of this Athletic booster club.

Principal's Recommendation: Approved  Denied

Signature of Principal [Signature] Date 5/28/25

Signature of Organization's Officer [Signature] Date 5/28/25

Please attach a copy of the Organization's Standing Rules, By-Laws, Financial Responsibility, Training Verification, Audit Procedure Check List & Audit Report to this Application and submit to Principal.

PROBATION

Finance Dept. Initial / Date

Signature of Clerk of the Board / Date

APPROVED TJH 6-2-25

Finance Dept. Initial / Date

Signature of Clerk of the Board / Date

DENIED

Finance Dept. Initial / Date

Signature of Clerk of the Board / Date

WHITE: Finance Office  
YELLOW: Organization  
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19

## Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 1866 - 50000, Fund(s): 11-GENERAL FUNDS

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1866	05/08/2025	24754	IXL LEARNING	IXL PD FOR TEACHERS	4,500.00
11	1867	05/13/2025	006487	PHOEBE L DUNN	PICKLEBALL PADDLE FROM DICKS	200.00
11	1868	05/13/2025	012635	MARCUS DON WILLIAMS	PE SUPPLIES/OSDE PE GRANT	3,061.92
11	1869	05/13/2025	151954	KAYLA J HUNT	PER DIEM/OAPT CONF/JUN 8-11, 2025/DURANT, OK	280.00
11	1870	05/13/2025	004927	JOSEPH E HALL	PER DIEM/OAPT CONF/JUN 8-11, 2025/DURANT, OK	280.00
11	1871	05/13/2025	055646	CARLOS D NAZARIO	PER DIEM/OAPT CONF/JUN 8-11, 2025/DURANT, OK	280.00
11	1872	05/13/2025	152332	KRISTI N LITTLE	PER DIEM/OAPT CONF/JUN 8-11, 2025/DURANT, OK	280.00
11	1873	05/13/2025	011987	JOYCE D HILL	PER DIEM/OAPT CONF/JUN 8-11, 2025/DURANT, OK	280.00
11	1874	05/13/2025	67019	SOLUTION TREE INC	FY STAND/PROFESSIONAL DEVELOPMENT FOR TEACHERS	49,700.00
11	1875	05/13/2025	289584	TROY GROUP INC	MICR TONER CARTRIDGE/CHECK PRINTERS	932.72
11	1876	05/13/2025	2680	THE PROPHET CORPORATION	PE SUPPLIES/OSDE PE GRANT	9,999.08
11	1877	05/13/2025	13768	EMBASSY SUITES HOTEL	LODGING/AUG. 3-6, 2025 /EMAKE UGIOMOH	550.00
11	1879	05/13/2025	29264	ASSOCIATION OF SCHOOL BUSINESS	FY STAND/MEMBERSHIPS & REGISTRATIONS	7,000.00
11	1880	05/13/2025	2680	THE PROPHET CORPORATION	PE SUPPLIES	10,000.00
11	1881	05/19/2025	27108	NRTH AMERICAN INSUR AGENCY OF LAWTON	PLUMBING CONTRACTOR LICENSE & BOND/MICHAEL SNELSON	694.00
11	1882	05/19/2025	923883	DEVINE ENTITIES	LABOR/RELOCATE SPECIAL NEEDS TOILET/EMS	4,500.00
11	1883	05/19/2025	066343	KAYLA LEANNE JOHNSON	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1884	05/19/2025	055794	LAURA CHONG JOHNSON	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1885	05/19/2025	152377	ANDREA C TRACY	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1886	05/19/2025	008973	DEANNA KAY BURKEY	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1887	05/19/2025	152709	VICTORIA ALEXANDRIA ZELBST	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1888	05/19/2025	705964	KEENE DIANE	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1889	05/19/2025	010684	KATHLEEN S ISHAM	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1890	05/19/2025	066967	EMMA RAE FERGUSON	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1891	05/19/2025	013285	TERESA LYNN MITCHELL	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1892	05/19/2025	066954	SHANNON AUBREY BATES	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1893	05/19/2025	004038	CARMELA NA RENDINA	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00

## Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 1866 - 50000, Fund(s): 11-GENERAL FUNDS

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1894	05/19/2025	153973	TIFFANI A KELLER	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1895	05/19/2025	001598	JAMES R BURKEY	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1896	05/19/2025	009006	JENNIFER A LANGSTON	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1897	05/19/2025	010009	KRISTINA L BURD	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1898	05/19/2025	011889	BOBBY LEE COOK	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1899	05/19/2025	004777	KATHERINE A JACKSON SEELEY	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1900	05/19/2025	151468	RAYLISHA S STANLEY	STUDENT INCENTIVES/MAY 20, 2025	1,509.61
11	1901	05/19/2025	004253	TAMMARA LEONDA LOPEZ	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1902	05/19/2025	066650	MARILYN LATASHA WOODS	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1903	05/19/2025	006901	AMEE M TAHBONEMAH	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1904	05/19/2025	153407	CHAUNCEY JONES	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1905	05/19/2025	154262	AMBER RAE WILKE	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1906	05/19/2025	012023	RITA E ARZE	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1907	05/19/2025	009660	LORI M NEWELL	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1908	05/19/2025	003507	MICHELLE BLACKWELL	PER DIEM/MTSS/MIDWEST CITY/JUNE 18-20, 2025	170.00
11	1909	05/20/2025	802649	WALMART STORES EAST LP	SUPPLIES FOR ESY	1,080.00
11	1910	05/21/2025	066485	MEGAN NICOLE SCOTT	REG//NEW TEACHER ACADEMY/JUL 21-24, 2025	300.00
11	1911	05/21/2025	066485	MEGAN NICOLE SCOTT	FACS/TRAVEL/SCOTT	700.00
11	1912	05/23/2025	000965	DANNA D BROSS	REG/LODGING/TF-CBT TRAINING/JULY 9-11, 2025	1,005.00
11	1913	05/23/2025	006894	SUSAN E BAUCHMAN	SCHOOL IMPROVEMENT PD TRAVEL	1,040.52
11	1914	05/27/2025	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SUMMER FEEDING SUPPLIES	5,000.00
11	1915	05/27/2025	12924	COLLEGE BOARD	ASPI CONF/ABQ, NEW MEXICO/JUNE 8-13/PD	879.90
11	1916	05/29/2025	1148	GREAT PLAINS TECHNOLOGY CENTER	FY STAND/SCORE PROGRAM	68,000.00
11	1917	06/03/2025	29202	OLIVER PACKAGING & EQUIPMENT CO	HEATING ELEMENT REPLACEMENT	1,400.00
11	1918	06/03/2025	19005	AMAZON CAPITAL SERVICES INC	PD BOOK FOR ADMIN	1,541.00
11	1919	06/04/2025	28042	BIG CREEK NURSERY & LANDSCAPE LLC	CHICKEN COOP/3 SISTERS GARDEN/CMS/EMS	11,061.00

## Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 1866 - 50000, Fund(s): 11-GENERAL FUNDS

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1920	06/04/2025	927291	RICKY SWINFORD	TOP SOIL/SAND-3 SISTERS GARDEN/CMS	1,440.00
11	1921	06/04/2025	802734	LOWE'S HOME CENTERS INC	PLANTERS/3 SISTERS GARDEN/CMS/MMS/EMS	1,700.00
11	1922	06/04/2025	67059	GRAVOTECH	M20X ENGRAVING SYSTEM	8,895.95
11	1923	06/04/2025	18608	CONSTRUCTION INDUSTRIES BOARD	ELECTRICAL CONTRACTOR RENEWAL/TARRAN SELF	200.00
11	1924	06/04/2025	66993	MARIA GUZMAN	PSYCH SERVICES	1,212.50
11	1925	06/04/2025	928509	MARKEL THOMPSON	INCREASE TO P.O. 2025-11-373	110.00
11	1926	06/05/2025	28035	JQH NORMAN DEVELOPMENT LLC	PLEASE INCREASE PO 2025-11- 1704	400.00
11	1927	06/05/2025	29594	KINDERGARTEN CONNECTION LLC	PROFESSIONAL DEVELOPMENT-V. ZELBST-ONLINE TRAINING	279.00
11	1928	06/05/2025	929583	ACTION BASED LEARNING LLC	ACTION BASED LEARNING LABS & TRAINING/PREK-5	333,754.00
11	1929	06/05/2025	19321	BD OF REGENTS UNIV OK HLTH SCIENCES CTR	AWARE ONSITE PD AUTISM TRAINING JULY 7-10, 2025	9,000.00
<b>Non-Payroll Total:</b>						<b>\$547,296.20</b>
<b>Payroll Total:</b>						<b>\$34,198.64</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$581,494.84</b>

## Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 132 - 50000, Fund(s): 21-BUILDING FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	132	05/07/2025	928842	A.T.G-RAM INDUSTRIES LLC	TURF REPAIR/FLOOD DAMAGE AT EHS BASEBALL FIELD	18,000.00
21	133	05/13/2025	6688	LOCKE SUPPLY COMPANY	3.5TON HVAC UNIT/MTRLS ONLY RCE	2,318.00
21	134	05/13/2025	27956	LENNOX INDUSTRIES	CURB ADAPTER/MTRLS ONLY CLE	1,936.00
21	135	05/13/2025	6688	LOCKE SUPPLY COMPANY	3T/5T UNITS/MTRLS ONLY MHS ENGLISH WING	21,840.00
21	136	05/13/2025	6688	LOCKE SUPPLY COMPANY	2.5TON HVAC UNIT/MTRLS ONLY PPE	2,249.00
21	137	05/13/2025	6688	LOCKE SUPPLY COMPANY	5TON UNIT/MTRLS ONLY EDI KITCHEN	6,277.00
21	138	05/13/2025	19080	IDN H HOFFMAN INC	LOCKS FOR FIELD HOUSES/CONSESSION STANDS	830.14
21	139	05/19/2025	9289598	FUSION SIGN & DESIGN INC	FY STAND/DIGITAL SIGN REPAIRS	450.00
21	140	05/19/2025	6688	LOCKE SUPPLY COMPANY	5TON UNIT/MTRLS ONLY LTA KITCHEN	5,951.00
21	141	05/19/2025	919983	GREEN SIDE UP SOD	BERMUDA GRASS SOD/LHS/EHS	5,590.00
21	142	05/19/2025	929239	DARIN WOOLWINE	DIRT WORK/REMOVE BERM AND HAUL DIRT/LHS	8,500.00
21	143	05/23/2025	9289600	SOUTHWEST READY MIX LLC	FY STAND/PIG BARN CONCRETE	15,000.00
21	144	06/04/2025	67057	INCHARGE ENERGY INC	ELECTRIC CHARGING STATIONS	571,759.20
<b>Non-Payroll Total:</b>						<b>\$660,700.34</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$660,700.34</b>

## Encumbrance Register

**Options:** Year: 2024-2025, Date Range: 7/1/2024 - 6/30/2025, PO Range: 242 - 50000, Fund(s): 33-BOND FUND (2017)

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
33	242	05/27/2025	12632	MIDWEST SPORTING GOODS DISTRIBUTORS INC	SHOULDER PADS/GIRDLES/EHS	8,944.36
33	243	05/27/2025	912472	ALL AMERICAN SPORTS CORP	FOOTBALL HELMETS/EHS	13,641.95
<b>Non-Payroll Total:</b>						<b>\$22,586.31</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$22,586.31</b>

**Change Order Listing**

**Options:** Fund(s): 11-GENERAL FUNDS, Year: 2024-2025, ReferenceDate: PO Date, Date Range: 5/8/2025 - 6/30/2025,  
 Minimum Amount Change: \$200.00, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
1	07/01/2024	27108	NRTH AMERICAN INSUR AGENCY OF LAWTON	PROPERTY INSURANCE	1,162.00
2	07/01/2024	379	PUBLIC SERVICE COMPANY OF OKLAHOMA	UTILITIES	120,000.00
27	07/01/2024	928854	EARNHEART CRESCENT LLC	FY STANDING/FUEL	10,000.00
279	07/01/2024	011684	NAOMI K BEISCH	FY STAND/LOCAL TRAVEL/ SPEECH	230.35
348	07/01/2024	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	230.00
373	07/01/2024	928509	MARKEL THOMPSON	FY STANDLABOR FOR ALIGNMENT	200.00
376	07/01/2024	363	BUCKS WHEEL & EQUIPMENT CO	FY STAND/PARTS & SUPPLES	3,000.00
401	07/01/2024	1482	OKLAHOMA TURNPIKE AUTHORITY	FY STAND/PIKEPASS	3,000.00
406	07/01/2024	926688	SHANE BURK SERVICES OF LAWTON	FY STAND/ GLASS REPAIR	950.00
412	07/01/2024	902929	WEBERS DIESEL SERVICE LLC	FY STAND/REPAIR PARTS/LABOR TO INSTALL	9,100.00
499	07/01/2024	809	ALBRIGHT STEEL	FY STAND/PARTS & SUPPLIES	1,000.00
513	07/01/2024	2188	CED INC	FY STAND/PARTS & SUPPLIES	400.00
531	07/01/2024	19080	IDN H HOFFMAN INC	FY STAND/PARTS & SUPPLIES	200.00
545	07/01/2024	6688	LOCKE SUPPLY COMPANY	FY STAND/PARTS & SUPPLIES	1,500.00
573	07/01/2024	25528	WAGNER SUPPLY CO INC	FY STAND/PARTS & SUPPLIES	2,000.00
589	07/01/2024	28244	ARBITERPAY TRUST ACCOUNT	FY STAND/OFFICIALS/GAME PERSONNEL FEES	500.00
635	07/01/2024	009877	CHERYL ANN ZIMMERMAN	FY STAND/LOCAL TRAVEL/TITLE I HOMELESS MENTOR	239.72
660	07/01/2024	905324	ENDEX OF OKLAHOMA INC	SANGOMA BRONZE TIER SINGLE SERVER SUPPORT	801.10
664	07/01/2024	19005	AMAZON CAPITAL SERVICES INC	FY STAND/MAKERSPACE SUPPLIES DBVP	2,575.00
701	07/01/2024	010720	JAY R HUNT	FY STAND/ MISC PURCHASE/LODGING/TRAVEL & REGIST	3,160.00
841	07/17/2024	29289	BAMBULAB USA INC	FY STAND/3D PRINT DBVP	2,614.64
1070	08/21/2024	26676	BADGEPASS INC	500 PROXIMITY ISO COMPOSITE CARDS	4,330.00
1128	09/03/2024	802649	WALMART STORES EAST LP	FY STAND/INSTRUCTIONAL SUPPLIES/HIGGINS	600.00
1545	01/07/2025	151266	MIZNANCY SANTIAGO	FY STAND/LOCAL TRAVEL	300.00
1704	02/27/2025	28035	JQH NORMAN DEVELOPMENT LLC	LODGING MAY 12-14, 2025	389.36
1824	04/10/2025	12058	COOPERATIVE COUNCIL FOR OKLAHOMA SCHOOL	CAC PD REGISTRATION	225.00

<b>Non-Payroll Total:</b>	<b>\$168,707.17</b>
<b>Payroll Total:</b>	<b>\$175,975.65</b>
<b>Report Total:</b>	<b>\$344,682.82</b>

## Change Order Listing

**Options:** Fund(s): 21-BUILDING FUND, Year: 2024-2025, ReferenceDate: PO Date, Date Range: 5/8/2025 - 6/30/2025,  
Minimum Amount Change: \$200.00, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
24	07/01/2024	926168	LUPI CONSTRUCTION	CONCRETE/PAVEMENT OR TEAR OUT AND REPLACE CONCRETE	35,484.00
37	07/31/2024	928399	K & C CONCRETE & CONSTRUCTION LLC	LBR/MRTLS LRC PARKING LOT PHASE 2	26,341.50
55	10/02/2024	928399	K & C CONCRETE & CONSTRUCTION LLC	FY STAND/PARKING LOT REPAIR/DISTRICT WIDE	44,540.00
109	03/07/2025	2188	CED INC	BATTERIES FOR EMERGENCY LIGHTS, EXIT SIGNS/FREEDOM	1,150.00
<b>Non-Payroll Total:</b>					<b>\$107,515.50</b>
<b>Payroll Total:</b>					<b>\$0.00</b>
<b>Report Total:</b>					<b>\$107,515.50</b>

Lawton Public Schools  
Lawton, Oklahoma

Administrative Services Division  
Purchasing Department

**Payroll Encumbrance Purchase Orders**

June 9 2025

FY25 Payroll Encumbrance Purchase Order Numbers:

PO# 50000 - 52583

## LEASE PURCHASE AGREEMENT

**THIS LEASE PURCHASE AGREEMENT** (the “Agreement”), is dated as of March 29, 2018, by and between **Comanche County Educational Facilities Authority**, as Lessor (the “Lessor”), and **Independent School District No. 8 of Comanche County, State of Oklahoma**, as Lessee (the “Lessee”), wherein the parties hereby agree as follows:

**Section 1. Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Agreement**” means this Lease Purchase Agreement dated as of March 29, 2018, and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“**Cancellation Event**” means “Cancellation Event” as defined in Section 8 hereto.

“**Casualty Loss**” means “Casualty Loss” as defined in Section 26 of this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commencement Date**” is the date when the term of this Agreement and Lessee’s obligation to pay rent commences, which date will be the earlier of (i) the date on which the Property is accepted by Lessee in the manner described in Section 12, or (ii) the date on which sufficient moneys to purchase the Property are deposited for that purpose with an escrow agent.

“**Contract**” means any contract or contracts for the acquisition and/or installation of the Property.

“**Development Agreement**” means collectively that certain Development Agreement dated as of March 29, 2018, by and between the Lessor and the Lessee, as the same may be amended from time to time, which sets forth the duties, obligations, and responsibilities of each party in regard to the construction of the Project, and which Development Agreement is herein incorporated by reference.

“**Escrow Agent**” means BOKF, NA, Oklahoma City, Oklahoma.

“**Escrow Agreement**” means that certain Escrow and Paying Agent Agreement dated as of March 29, 2018, by and among the Lessee, the Lessor, and the Escrow Agent.

“**Equipment**” means the property designated as Equipment and described on the Property Schedule attached hereto as Exhibit A, as supplemented from time to time, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“**Event of Default**” means an Event of Default described in Section 35.

“**Ground Lease**” shall mean that certain Ground Lease Agreement dated as of March 29, 2018, by and between Independent School District No. 8 of Comanche County, State of Oklahoma, as lessor, and the Comanche County Educational Facilities Authority, as lessee, pertaining to the Real Property upon which the Project components will be constructed and leased pursuant to this Agreement.

**“Indenture”** shall mean that certain Note Indenture dated as of March 1, 2018, by and between the Lessor and BOKF, NA, as Trustee Bank, authorizing the issuance of and securing the Note.

**“Lease Term”** means the Original Term and any Renewal Terms, but ending on the occurrence of the earliest event specified in Section 6.

**“Lessee”** means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

**“Lessor”** means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

**“Maximum Term”** means the Original Term and any Renewal Term ending on the last Payment Date set forth on the Payment Schedule.

**“Net Proceeds”** mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

**“Nonrenewal Event”** means “Nonrenewal Event” as defined in Section 8 hereto.

**“Note”** shall mean that certain Lease Revenue Note, Series 2018 (Lawton Public Schools) dated March 29, 2018, and issued in the original principal amount of \$55,000,000 by the Lessor for the purpose of acquiring this Agreement.

**“Original Term”** means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

**“Payment” or “Payments”** means the payment (individually) or payments (collectively) of acquisition payments or rental payments payable by Lessee pursuant to Section 9 and as reflected on Exhibit B.

**“Payment Dates”** means the dates set forth on the Payment Schedule on which Payments of acquisition payments or rental payments are due.

**“Payment Schedule”** means the schedule of Payments and Purchase Price set forth on Exhibit B.

**“Project”** means the costs of construction of and improvements to facilities of the Lessee along with acquisition and installation of equipment at various Lessee facilities.

**“Property”** means collectively the Real Property and the Equipment as set forth in Exhibit A attached hereto.

**“Purchase Price”** means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Property. If there is no “Purchase Price” column set forth on the Payment Schedule, then the Purchase Price shall mean 100% of the outstanding acquisition payments amount of the collective remaining Payments. With respect an incremental purchase of the Property (as contemplated by Section 31 herein), the applicable portion of the Purchase Price shall reflect the

value of the portion of the Property to be purchased as set forth in the applicable Property Schedule attached hereto as Exhibit A.

**“Real Property”** means the property designated as Real Property and described as Tracts I-XVII on the Property Schedule attached hereto as Exhibit A, as supplemented from time to time, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

**“Renewal Term”** means “Renewal Term” as defined in Section 8 hereto.

**“Return Date”** means the last day of the fiscal year for which appropriations were made for the Payments due under this Agreement if a Nonrenewal Event occurs or the effective date of the cancellation of this Agreement if a Cancellation Event occurs.

**“State”** means the State of Oklahoma.

**“Tax Regulatory Agreement”** means that certain Tax Regulatory Agreement of even date herewith as described in Section 3 herein.

**“Trustee Bank”** means BOKF, NA, Oklahoma City, Oklahoma.

**“Vendor”** means in the case of Equipment, any manufacturer(s) of the Equipment as well as the agents or dealers of the manufacturer(s) from whom Lessor purchased or is purchasing the Equipment listed on Exhibit A. In the case of improvements to the Real Property, the term “Vendor” shall mean the Contractors or Sub-Contractors providing labor and materials for the construction of the improvement.

**Section 2. Representations and Covenants of Lessee.** Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision of the State and has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder. Lessee has duly authorized the execution and delivery of this Agreement under the terms and provisions of the resolution of its Board of Education or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement against Lessee, and that this Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to effecting the enforcement of creditors' rights in general.

(c) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(e) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to meet its financial obligations for the Original Term.

(f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Property, including, without limitation the Public Competitive Bidding Act of 1974, Oklahoma Statute Title 61 Section 101, *et seq.*, as amended (the "Competitive Bidding Act").

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of Lessee or the Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(j) The Property described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish until the expiration of the Maximum Term of this Agreement.

(k) Lessee reasonably expects that it will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into and in any event within three (3) years following the Commencement Date.

(l) Lessee has never failed to ratify or otherwise renew the initial term or any renewal term of any lease purchase, installment sale or other similar agreement through the maximum term of the agreement.

(m) The useful life of the Property will not be less than the Maximum Term.

(n) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the Escrow Agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(o) Lessee has provided Lessor with audited financial statements through June 30, 2017. Lessee has experienced no material change in its financial condition since June 30, 2017.

(p) Lessee shall pay the excess (if any) of the actual costs of acquiring the Property under the Agreement over the amount deposited by Lessor in the escrow fund established under the Escrow Agreement and interest earnings thereon.

(q) Lessee represents that the estimated total costs of the Property will not be less than the total acquisition payments portion of the Payments.

(r) No part of the Property is located in a 100 year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, and in the event of such occurrence, Lessee shall provide Lessor a flood insurance policy in an amount equal to the lesser of the Purchase Price amount or the maximum amount of flood insurance available under the Flood Disaster Protection Act of 1973, as amended.

(s) (i) All construction contracts with Vendors with respect to the Project are, or shall be, awarded in accordance with the provisions of the Competitive Bidding Act, (ii) the general contractor for the Project is properly licensed and experienced in comparable projects, (iii) all construction contracts with Vendors exceeding \$50,000.00 in amount awarded in connection with the Project are guaranteed fixed price contracts which meet the requirements contained in the Competitive Bidding Act, (iv) all Vendors in connection with the Project will provide bonds and/or irrevocable letters of credit in connection with its contract as required by the Competitive Bidding Act.

(t) Lessee, as an independent school district, is a state or a duly organized and validly existing body corporate and politic and a political subdivision or agency thereof within the meaning of Section 103 of Code.

(u) Lessee is not in breach of or in default under any constitutional provision, applicable law or administrative rule or regulation of the State, the United States, or of any department, division, agency or instrumentality of either thereof or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Lessee is a party or to which the Lessee or any property or assets of the Lessee is otherwise subject or bound which in any material way, directly or indirectly, affects the Lessee's entering into this Agreement, or the validity thereof, the validity or adoption of the resolution authorizing Lessee to enter into this Agreement, the execution and delivery of this Agreement or other instruments contemplated thereby to which the Lessee is a party, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any constitutional provision, applicable law or administrative rule or regulation of the State, the United States, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract,

agreement or other instrument to which the Lessee is a party or to which the Lessee or any of the property or assets of the Lessee is otherwise subject or bound.

(v) Lessee shall cause said books of record and account to be audited annually as of the close of each fiscal year by a firm of independent certified public accountants that holds a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74, Oklahoma Statutes, Section 212A (B) selected by the Lessee.

**Section 3. Tax Regulatory Agreement.** Lessee will enter into the Tax Regulatory Agreement on the Commencement Date, which will set forth the representations and covenants applicable to the Federal tax treatment of this Agreement and the Note, including the Lessee's covenant to comply with Sections 103 and 141 to 150 of the Code and the applicable Regulations to ensure that interest on the Note is excluded from the gross income of the holder(s) of the Note for federal income tax purposes, and will not take or omit to take or permit any person or entity to take or omit to take any action which would cause interest on the Note to be included in the gross income of the holder(s) of the Note for federal income tax purposes by reason of Section 103(b) of the Code and the applicable Regulations.

**Section 4. Lease of Property.** Lessor hereby demises, leases and lets the Property to Lessee, and Lessee rents, leases and hires the Property from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

**Section 5. Lease Term.** The Lease Term of this Agreement will consist of the Original Term and all Renewal Terms ending with the expiration of the Maximum Term as set forth on Exhibit B. The Lessee has the option to renew the Lease Term of this Agreement and each Renewal Term shall be twelve months, shall correspond to the Lessee's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided that the last scheduled Renewal Term shall be the lesser number of months as may be necessary to extend the Lease Term to the date that the last Payment in the Payment Schedule is due and payable. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term.

**Section 6. Termination of Lease Term.** The Lease Term will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term of this Agreement unless extended by mutual ratification pursuant to the provisions of Section 8;

(b) the exercise by Lessee of the option to purchase the Property and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Section 36; or

(d) the payment by Lessee of all Payments authorized or required to be paid by Lessee hereunder during the Maximum Term.

**Section 7. Continuation of Lease Term.** Lessee currently intends to continue the Lease Term through the Original Term for the Maximum Term and to pay the Payments due or becoming due hereunder from legally available funds. Lessee reasonably believes that it can obtain legally available funds in an amount sufficient to make all Payments during the Maximum Term. Lessor acknowledges that this Agreement is not a general obligation of the Lessee and that there will be no pledge of the full faith and credit of the Lessee or the taxing power of the Lessee as a source of security for the Payments hereunder.

**Section 8. Non-Ratification and Right of Termination; Nonrenewal Event; Cancellation Event.**

Upon expiration of the Original Term, the Agreement may be renewed by ratification for successive fiscal years each beginning on July 1<sup>st</sup> and ending on June 30<sup>th</sup> (each a "Renewal Term"). Pursuant to Title 62, Oklahoma Statutes Section 430.1 and Title 70, Oklahoma Statutes Section 5-117, continuation of this Agreement past the Original Term (representing the remaining portion of the fiscal year ending June 30, 2018) or any subsequent Renewal Term is dependent upon mutual ratification by Lessee and Lessor. Lessor hereby ratifies all Renewal Terms approved by the Lessee through the end of the Maximum Term. As part of Lessee's ratification, Lessee agrees to affirmatively act by providing Lessor with notice of its intent to renew this Agreement for the applicable Renewal Term, provided that the act of the governing body of the Lessee whereby it appropriates funds to make the requisite Payments hereunder that are due and payable in a succeeding Renewal Term shall be deemed such an affirmative act of the Lessee. Lessee is obligated only to pay such Payments under this Agreement as may be lawfully made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to ratify the Agreement, the Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination as soon as reasonably practical but in any event within thirty (30) days following the end of the then current Original Term or Renewal Term, but failure to give such notice shall not act to extend the term beyond the last day of the fiscal year for which such ratification was made.

If Lessee fails to renew a Lease Term as provided in Section 5 above, then a "Nonrenewal Event" shall be deemed to have occurred. If under Title 62, Oklahoma Statutes Section 430.1 (or any successor provision of Oklahoma law) Lessee's governing body by a proper resolution adopted by the governing body and entered into the official records or minutes of the governing body certifies that the continuation of the Lease Term of this Agreement is unnecessary or contrary to the public interest, then a "Cancellation Event" shall be deemed to have occurred. If a Nonrenewal Event or a Cancellation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Nonrenewal Event or Cancellation Event; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Property covered by this Agreement, at Lessee's sole expense, in a manner that is consistent with Section 36(b) hereto; (c) if a Nonrenewal Event is the reason for the return of the Property, then Lessee shall pay all Payments and other amounts payable hereunder for which funds shall have been appropriated and this Agreement shall terminate on the Return Date without penalty to Lessee; (d) if a Cancellation Event is the reason for the return of the Property, then Lessee shall pay all Payments and other amounts payable hereunder through the Return Date and this Agreement shall terminate on the Return Date without penalty to Lessee; and (e) Lessor shall refund to Lessee the rental payments portion of any Payment previously paid hereunder which has not been earned by Lessor as of the Return Date.

**Section 9. Payments.** The Lessee will pay Payments, from legally available funds, in the amounts and on the dates set forth on the Payment Schedule. Payments will be in consideration for Lessee's use of the Property during the fiscal year in which such payments are due. Any Payment not received on or before its scheduled Payment Date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its Payment Date. All Payments shall be made by the Lessee to the Escrow Agent at least three (3) business days prior to the Payment Date for deposit to the Payment Sub-account established under the Escrow Agreement, and the Escrow Agent shall then remit the Payment to the Trustee Bank on behalf of the Lessor pursuant to the Escrow Agreement. In any case where any Payment Date shall fall due on a Saturday, a Sunday, a legal holiday, or a day upon which banking institutions in the City of Oklahoma City, Oklahoma, or in such other locality as the Escrow Agent may maintain its principal offices, are authorized by law to close for business, then the corresponding Payment need not be made on such date, but shall be made on the next succeeding banking day with the same force and effect as if made on the day upon which said Payment falls due; provided however, in order to facilitate the timely payment of debt service on the Note, Lessee agrees that it shall transfer or cause to be transferred such Payments to the Trustee Bank on behalf of the Lessor not later than the business day immediately preceding the scheduled Payment Date.

In addition to the Payments, Lessee shall reimburse Lessor (or to the Trustee Bank at the written direction of the Lessor or the Trustee Bank), the following (the "Additional Payments") within thirty (30) days of receipt of written itemized invoices for the same from Lessor or Trustee Bank on behalf of Lessor:

(a) Any sums in excess of the Rental Payments specified in the Payment Schedule for the use of the Project necessary for the Lessor to punctually pay all its obligations in accordance with the terms of the Indenture;

(b) Any sums which the Lessor shall be obligated to pay pursuant to the terms of this Agreement, by reason of any default or delay in payment of sums due hereunder, but only if such delay or default results from the default or breach by Lessee of the terms, conditions and covenants of this Agreement;

(c) Any sums expended by the Lessor or Trustee Bank to insure the Property on Lessee's failure to maintain insurance in accordance with this Agreement or to otherwise cure any defaults by Lessee under this Agreement;

(d) The sum of one tenth of one percent (0.1%) (said amount along with any annual trustee/escrow agent fee shall collectively be referred to as the "Annual Fee") of the amount of the outstanding principal on the Note as of each annual anniversary date of this Agreement to defray the administrative costs, and additionally the sum of any pro rata audit costs of Lessor attributable to the Project, and in addition, the sum of any rebate calculations, rebate determination or rebate payment costs or opinions attributable to the Project, and any fees and expenses, including those incurred by federal and state investigations, examinations, or audits of Lessor attributable to the Project, which payments may be made from interest income derived from accounts or funds created pursuant to the Indenture or from other funds of the Lessee; provided however, any amounts of this administrative fee not required for the referenced costs shall be returned to the Lessee upon payment of all obligations due under this Agreement; and

- (e) All fees and expenses of the Trustee Bank payable by the Lessor under the Indenture.

**Section 10. Principal and Interest Components.** As set forth on the Payment Schedule, a portion of each Payment is paid as, and represents payment of, rental costs of the Property, and a portion of each Payment reflects the acquisition cost of the Property (or portion thereof). For purposes of the Federal tax treatment of this Agreement, certain portions of the Payments shall be treated as interest and shall be referred to in the Tax Regulatory Agreement as the “Interest Component”, and certain portions of the Payments shall be referred to in the Tax Regulatory Agreement as the “Principal Component”, all as more fully set forth in the Tax Regulatory Agreement.

**Section 11. Payments To Be Unconditional.** The obligations of Lessee to make Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Property to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Property or any accident, condemnation or unforeseen circumstances.

**Section 12. Acquisition, Delivery, Construction, Installation and Acceptance of the Property.** Lessor shall cause to be acquired and/or constructed the Project, which consists of the Real Property specified on Exhibit A, together with any buildings and other improvements thereon, and any and all Equipment, all in accordance with the plans and specifications approved by the Lessor and the Lessee with respect to the Project, which plans and specifications are hereby incorporated by reference. Any and all acquisition, delivery, construction, and installation costs in connection therewith shall be paid from the funds deposited in the escrow fund established under the Escrow Agreement, together with interest earnings thereon, or from other available funds of the Lessee; provided however, Lessor shall not be obligated to expend any funds in furtherance of the Project other than those funds deposited in said escrow fund established under the Escrow Agreement. When the Property has been acquired, delivered, constructed, and/or installed, Lessee will immediately accept the Property and evidence said acceptance by executing and delivering to Lessor an acceptance certificate (substantially in the form of Schedule A-2 of the Escrow Agreement), the form and substance of which acceptance certificate shall also be acceptable to Lessor. After it has been installed, the Property will not be moved from the location specified on Exhibit A without Lessor’s consent, which consent will not be unreasonably withheld. Upon purchase and/or installation of any Equipment, the parties hereto shall execute supplemental schedule(s) to Exhibit A attached hereto for the purpose of detailing the Equipment purchased with proceeds of this Agreement, and said supplemental schedule(s) shall be incorporated herein and made a part of this Agreement.

**Section 13. Enjoyment of Property.** Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Property during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Property during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

**Section 14. Right of Inspection.** Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

**Section 15. Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated

by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Property) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement.

**Section 16. Maintenance of Property.** Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Property in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Property. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Property with each Vendor and furnish evidence thereof to Lessor.

**Section 17. Ground Lease Agreement.** At, or prior to the execution hereof, Lessee shall lease to Lessor, pursuant to that certain Ground Lease Agreement dated as of March 29, 2018, covering certain real property as described therein located in Comanche County, Oklahoma (the "Ground Lease Agreement"). The Lessor shall be responsible for the costs and expenses of the Ground Lease Agreement, but only to the extent funds are available for such purpose in the Escrow Fund held under the Escrow Agreement.

**Section 18. Title to the Property.** The right of possession of the Real Property shall vest in the Lessor pursuant to the Ground Lease Agreement, subject to the rights of Lessee under this Agreement. Upon satisfaction of the incremental purchase provisions of Section 31 hereto, or if Lessee exercises its option to purchase under the prepayment provisions of Section 31 hereto, title to the Equipment shall transfer to the Lessee and the Lessor shall release from the Ground Lease the Real Property described therein. Upon the occurrence of an Event of Default, or upon occurrence of non-ratification (including a Nonrenewal Event or a Cancellation Event) as set forth in Section 8, the Lessee will surrender possession of the Property to the Lessor. When the Lessee, by prepayment (as set forth in Section 31 hereto) or by payment as scheduled under Exhibit B, shall have paid a sum equal to the Purchase Price (or the applicable portion thereof in case of an incremental purchase) plus all respective Rental Payments, the Property (or the applicable portion thereof) shall become the property of the Lessee and Lessor agrees to execute and deliver to Lessee one or more Release of Ground Lease Agreement conveying to the Lessee all of Lessor's right, title and interest in and to the tract or tracts of Real Property, free and clear of all liens and interest of third parties created by, through or under Lessor. Upon receipt of such payments, Lessor shall also deliver to Lessee one or more bills of sale in substantially the form set forth an Exhibit H attached hereto, conveying to the Lessee all of Lessor's right, title and interest in and to the Equipment, free and clear of all liens and interest of third parties created by, through or under Lessor. The Property shall be transferred on an "AS-IS, WHERE-IS" basis with all faults, without recourse and without representation or warranty of any kind, express or implied, except for a representation that the Equipment is free and clear of any liens created by the Lessor. Lessor acknowledges and agrees that, notwithstanding the foregoing, Lessor will not be treated for Federal income tax purposes as the tax owner of the Property and, accordingly, Lessor will not take any Federal income tax benefits such as depreciation in respect of the Property during the Lease Term.

**Section 19. Security Interest.** To the extent permitted by law, Lessee hereby grants to Lessor a first priority security interest in Lessee's rights and interests in any and all of the Property designated as Equipment, all funds held by the Escrow Agent under the terms of the Escrow Agreement, and in any and all proceeds thereof (including, without limitation, any insurance proceeds therefrom). Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, uniform commercial code (UCC) financing statements and any amendments thereto.

**Section 20. Certain Property to be Personal Property; Certain Property to be Real Property.** Lessor and Lessee agree that the Property designated as Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, including the Real Property, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building, if other than the Lessor. Lessor and Lessee further agree that any Property not specifically designated as Equipment shall be deemed to be Real Property, and any improvements thereon shall be deemed to be attached to the real estate or any building thereon.

**Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee will keep the Property free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee will pay all gas, water, steam, electricity, light, heat or power, telephone or other utility services and other charges incurred in the use and maintenance of the Property. There shall be no abatement of Payments on account of interruption of any such services. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

**Section 22. Insurance.** At its own expense, Lessee will maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Property, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and additional insured, respectively, and may not be cancelled without thirty (30) days prior written notice to Lessor, and such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

**Section 23. Advances.** In the event Lessee fails to maintain either the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Property in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Property repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the Maximum Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

**Section 24. Financial Information.** Lessee will provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor. Furthermore, Lessee shall deliver (i) audited annual financial statements to the Lessor within 180 days of the end of each fiscal year, including, a balance sheet, statement of revenues, expenses and changes in fund balances for budget and actual, statement of cash flow, rates, schedules and attachments to such financial statements, which audit shall be performed by a firm of independent certified public accountants holding a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74, Oklahoma Statutes, Section 212A (B), (ii) an annual estimate of needs not later than thirty (30) days following commencement of each fiscal year, and (iii) other reports and information which the Lessor may reasonably request from time to time.

**Section 25. Release and Indemnification.** To the extent permitted by law, Lessee will indemnify, defend and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith arising out of or as the result of (a) the ownership of any item of the Property, (b) the manufacturing, ordering, acquisition, possession, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury or death to any person or (d) the breach by Lessee of any covenant herein or any material misrepresentation by Lessee of any representation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

**Section 26. Risk of Loss.** Lessee assumes, from and including the Commencement Date, all risk of loss, theft, damage or destruction of or damage to the Property, in whole or in part, from any cause whatsoever (a "Casualty Loss"). No such loss of or damage to the Property nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Payments or to perform any other obligation under this Agreement. If a Casualty Loss occurs to any Property, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

**Section 27. Damage, Destruction, Condemnation; Use of Proceeds.** If (a) the Property or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property or any part thereof or the interest of Lessee or Lessor in the Property or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied

to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee has purchased the Lessor's interest in the Property. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

**Section 28. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 27, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Property. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Property will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under Section 9 hereto.

**Section 29. Disclaimer of Warranties.** LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION.

All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

**Section 30. Vendor's Warranties.** ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT EACH VENDOR HAS MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE.

Lessee may communicate with each Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. Lessee acknowledges that Lessee has selected each Vendor, who has sold and assigned the Property to Lessor, and that Lessee has directed Lessor to acquire the Property from each Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a Finance Lease within the meaning of the Uniform Commercial Code and that Lessee is entitled to each of the Vendors' warranties and promises described above, if any.

**Section 31. Incremental Purchase and Prepayment.**

(a) *Incremental Purchase.* Lessee may, by paying the installments of principal at the time and in the amounts set forth on Exhibit "B", elect to acquire Lessor's right, title and interest in and to the Equipment and/or the Real Property; provided however, such acquisition shall only

occur upon Lessee making all of the required Payments and/or payment of the then-applicable Purchase Price. Exhibit G attached hereto provides additional detail with respect to the Real Property and/or Equipment scheduled for acquisition as set forth in Exhibit B.

(b) *No Optional Prepayment.* Prepayment shall not be permitted with respect to this Agreement.

**Section 32. Further Assurances.** The parties hereto further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Lessor and its successors and assigns, all and singular, the interests in the Property hereby assigned, and otherwise implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request. Any performance required of Lessee or any payments required to be made by Lessee may, if not timely performed or paid, be performed or paid by Lessor, and in that event, Lessor shall be immediately reimbursed by Lessee for such payments and for any costs and expense, legal or otherwise associated with the payments or other performance by Lessor, with interest per annum thereon at 10% per annum or the maximum rate permitted by State law.

**Section 33. Assignment by Lessor.** Lessor's interest in, to and under this Agreement and the Property may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective until Lessee has received written notice of the name and address of the assignee. It is contemplated hereunder that Lessor will assign all right, title, and interest in and to this Agreement and any and all Payments or other amounts derived thereunder to the Indenture as security for the repayment of the Note. Lessor and Lessee hereby acknowledge and agree that anything in this Agreement to the contrary notwithstanding, as long as the Indenture or similar security instruments in favor of the Trustee Bank are in force and effect, the following provisions shall apply:

(a) *Consent to Amendment.* There shall be no modification of this Agreement by Lessor or Lessee without the prior written consent of the Trustee Bank.

(b) *Notices to Trustee Bank.* Lessor, upon serving Lessee with any notice of an Event of Default, failure to comply, or termination, shall simultaneously serve a copy of such notice on the Trustee Bank. If Lessor shall serve Lessee with a notice of a failure to comply with any term, covenant, condition, or provision hereof, the Trustee Bank shall then have the same period after service of the notice on it as is given to Lessee hereunder to remedy or cause to be remedied such failure, and Lessor shall accept performances by or at the instigation of any Trustee Bank as if it had been done by Lessee. Any notice required to be given to any Trustee Bank shall be in accordance with Section 38 hereof.

(c) *Curative Rights of Trustee Bank.* In addition to the rights granted to the Trustee Bank under subsection (b) of this Section, the Trustee shall have an additional period of ninety (90) days to remedy or cause to be remedied any Event of Default of which it shall receive notice.

(d) *Assignment.* Lessor agrees that, in the event of any enforcement of remedies under the Indenture by the Trustee Bank, either by judicial proceedings, under power of sale or otherwise, all right, title and interest encumbered by the Indenture may, without the consent of Lessor, be assigned to and vested in the Trustee Bank or to such other party as Trustee Bank is entitled to convey such rights and interests.

(e) *Limitation on Liability of Trustee Bank.* Notwithstanding any other provision of this Agreement, Lessor and Lessee agree that the Trustee Bank shall in no manner or respect whatsoever be (i) liable or responsible for any of Lessee's obligations or covenants under this Agreement (nor shall any rights of such Trustee Bank be contingent on the satisfaction of such obligations or covenants), or (ii) required to cure any Event of Default; provided, however, that if such Trustee Bank becomes the successor to Lessor's interests in this Agreement, then such Trustee Bank shall be responsible and liable for all obligations and covenants accruing during such Trustee Bank's tenure as Lessor's successor. Notwithstanding the foregoing, the liability of a Trustee Bank with respect to its obligations under this Agreement shall be non-recourse as to such Trustee Bank and limited to its interest in the Agreement.

Lessee will direct the Escrow Agent to retain all such notices as a register of all assignees and will direct the Escrow Agent to make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee, including the Trustee Bank, to protect its interest in the Property and in this Agreement and agrees to the filing of financing statements with respect to the Property and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

**Section 34. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Agreement and the Property may be assigned, subleased or encumbered by Lessee for any reason.

**Section 35. Events of Default Defined.** Any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee (i) applies for or consents to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) is unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) has an order for relief entered against it under applicable federal bankruptcy law, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

**Section 36. Remedies on Default.** Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Payments and other amounts payable by Lessee hereunder to the end of the then current Original or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Property is located and retake possession of the Property or require Lessee at Lessee's expense to promptly return any or all of the Property to the possession of Lessor at a place specified by Lessor, and sell or lease the Property or, for the account of Lessee, sublease the Property, holding Lessee liable for the difference between (i) the Payments and other amounts payable by Lessee hereunder to the end of the Lease Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Property and all brokerage, auctioneers' and attorneys' fees);

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Property; and

(d) Under no circumstances shall Lessee be liable under this Section 36 for any amount in excess of the sum appropriated for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

**Section 37. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every

other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

**Section 38. Notices.** All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Escrow Agent. As required herein, notices shall also be given when required to the Escrow Agent and/or the Trustee Bank at the following address:

If to Trustee:                   BOKF, NA  
  499 W. Sheridan, Suite 2600  
  Oklahoma City, Oklahoma 73102  
  Attention: Corporate Trust Department  
  Tele. No. (405) 272-2104  
  Fax No. (405) 936-3964

**Section 39. Binding Effect.** This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 40. Severability.** In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

**Section 41. Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee.

**Section 42. Amendments.** This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

**Section 43. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

**Section 44. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 45. Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of the State.

**Section 46. Arbitration.** At the request of either party, and to the extent permitted by applicable law, any claims under this Agreement shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code), notwithstanding that the Agreement, or documents executed in connection therewith, may provide that it is governed by the laws of the State of Oklahoma.

**Section 47. Electronic Transactions.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**[Remainder of Page Left Blank Intentionally]**

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 8 OF  
COMANCHE COUNTY, STATE OF OKLAHOMA  
("LESSEE")

By: 

Name: Kent Jester

Title: President

Address for notices:

753 Fort Sill Boulevard  
Lawton, OK 73507

COMANCHE COUNTY EDUCATIONAL  
FACILITIES AUTHORITY ("LESSOR")

By: 

Name: Don Hawthorne

Title: Chairman

Address for notices:

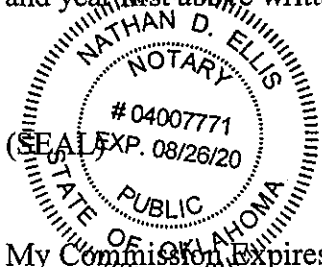
315 SW 5<sup>th</sup> Street, Room 303  
Lawton, OK 73501-4391

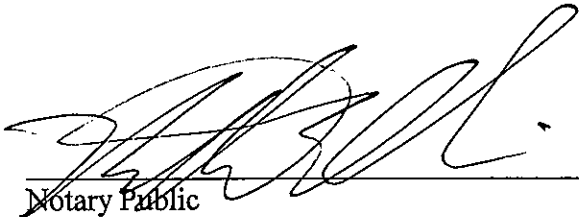
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STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF COMANCHE )

This instrument was acknowledged before me on the 28<sup>th</sup> day of March, 2018, by Kent Jester, President of the Board of Education of Independent School District No. 8 of Comanche County, Oklahoma (Lawton Public Schools), an independent school district organized and existing under the laws of the State of Oklahoma, on behalf of said School District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



  
\_\_\_\_\_  
Notary Public

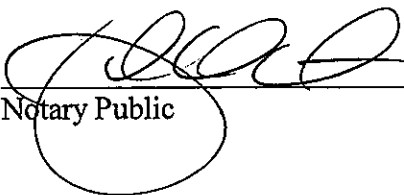
My Commission Expires 08/26/2020.  
Commission No. 04007771.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF COMANCHE )

This instrument was acknowledged before me on the 26<sup>th</sup> day of March, 2018, by Don Hawthorne, Chairman of Trustees of the Comanche County Educational Facilities Authority, a public trust organized and existing under the laws of the State of Oklahoma, on behalf of the trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



  
\_\_\_\_\_  
Notary Public

My Commission Expires 02/03/2020.  
Commission No. 12001112.

**EXHIBIT A TO LEASE PURCHASE AGREEMENT**  
**FORM OF PROPERTY SCHEDULE**

See Property items described on the attached schedules.

[Form of Property Schedule]

Check here if Property is designated as Real Property     

Check here if Property is designated as Equipment     

Description of Property:



The Property described above is located at the following address:

State of Oklahoma

[LESSEE ADDRESS 1]

[LESSEE ADDRESS 2]

**PROPERTY SCHEDULE #1**

See Property items described on the attached schedules.

[Form of Property Schedule]

Check here if Property is designated as Real Property

Check here if Property is designated as Equipment

Description of Property:

**Tract I: (Eisenhower Elementary/Middle/High School Campus – 5702 West Gore Blvd.)**

The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) and the North Half (N1/2) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Three (33), Township Two (2) North, Range Twelve (12) West of the Indian Meridian, containing 60 acres, more or less.

And

The East Half (E1/2) of the East Half (E1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and the East Half (E1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Three (33), Township Two (2) North, Range Twelve (12) West of the Indian Meridian, containing 15 acres, more or less.

**Tract II: (Almor West Elementary School Campus – 6902 SW Delta)**

Lot One (1), Block Ten (10), ALMOR WEST ADDITION, Part One to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract III: (Carriage Hills Elementary School Campus – 215 SE Warwick Way)**

A tract of land described as beginning at a point 1317.51 feet East of the SW/corner, NW1/4, NW1/4, Section 34, T2N, R11W, I.M., Comanche County, Oklahoma; said point being the SE/corner of Lot 11, Block 4, Carriage Hills Addition to Lawton, Comanche County, Oklahoma; thence South 89°52'13" East, a distance of 536 feet to a point; thence in a Northeasterly direction along a curve to the right, having a radius of 845.197 feet, a distance of 212.925 feet to a point; thence in a Northwesterly direction along a curve to the right, having a radius of 350 feet a distance of 577.117

feet to a point; thence North 89°50'30" West a distance of 34.546 feet to a point; thence in a Southwesterly direction along a curve to the left, having a radius of 181.351 feet, a distance of 96.353 feet to a point; thence in a Southwesterly direction along a curve to the right, having a radius of 181.351 feet, a distance of 96.353 feet to a point; thence North 89°50'30" West a distance of 100.658 feet to a point, said point being the East end of the centerline of Footman Lane in Carriage Hills Addition to Lawton, Comanche County, Oklahoma; thence South 00°15'00" West along the East boundary of said Carriage Hills Addition, a distance of 614.28 feet to the point of beginning, containing 264,884,910 square feet or 6.10 acres more or less.

**Tract IV: (Crosby Park Elementary School Campus – 1602 NW Horton Blvd.)**

Lot One (1), Block Eleven (11), CROSBY PARK ADDITION, Part 4, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract V: (Edison Elementary School Campus – 5801 NW Columbia Ave.)**

Lot One (1), Block Eleven (11), COUNTRY CLUB WEST ADDITION, Part Three, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract VI: (Hugh Bish Elementary School Campus – 5611 Allan-A-Dale)**

All of Block Eight (8), SHERWOOD ADDITION, Part Two, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract VII: (Sullivan Village Elementary School Campus – 3802 SE Elmhurst Ave.)**

Lot One (1), Block Eleven (11), Part THREE of SULLIVAN'S VILLAGE ADDITION to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract VIII: (Whittier Elementary School Campus – 1115 NW Laird)**

Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), and Nineteen (19) in Block Fourteen (14), Fields and Dunning Addition to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract IX: (Woodland Hills Elementary School Campus – 405 NW Woodland Dr.)**

Lot Twenty (20), Block Two (2), WOODLAND HILLS ADDITION, Part One, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract X: (Lawton High School Campus – 601 NW Ft. Sill Blvd.)**

The North half (N1/2), Except Lot Six (6), of Section 30, Township 2 North, Range 11 W1M, Comanche County, Oklahoma, containing 314.33 acres more or less.

**Tract XI: (MacArthur High School Campus – 4400 E. Gore Blvd.)**

The East Half of the Southeast Quarter (E1/2 SE1/4), of Section Twenty-seven (27), Township Two (2) North, Range Eleven (11) West of I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof.

**Tract XII: (Gateway Success Center (Douglass) Campus – 102 East Gore Blvd.)**

All of Block Sixteen (16), Vernon Addition to the City of Lawton, Oklahoma, as shown by the official plat now on file in the County Clerk's office, Comanche County, Oklahoma.

**Tract XIII: (MacArthur Middle School Campus – 510 NE 45<sup>th</sup>)**

A Tract beginning at a Point 900 feet West of the Northeast Corner of the Southwest Quarter (SW1/4) Section Twenty-six (26), Township Two (2) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma; THENCE West for a distance of 640 feet; THENCE South for a distance of 340 feet; THENCE East for a distance of 640 feet; THENCE North for a distance of 340 feet to the point of beginning, containing 5.0 acres, more or less, according to the U.S. Government Survey thereof.

**Tract XIV: (Tomlinson Middle School Campus – 702 NW Homestead Dr.)**

Beginning at a point 175' Easterly of the SW corner of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Two North (T2N), Range Twelve West (R12W), I.M., Comanche County, Oklahoma; said point of beginning being on the south line of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Two North (T2N), Range Twelve West (R12W), I.M., thence North 960 feet; thence East 715 feet; thence South 8 degrees 54 minutes east a distance of 202.72 feet; thence on a curve to the left having a radius of 2046.28 feet a distance of 294.05 feet; thence South 17 degrees 08 minutes East a distance of 306.81 feet; thence on a curve to the right having a radius of 212.73 feet a distance of 194.62 feet; thence South 35 degrees 17 minutes West a distance of 873.85 feet to the point of beginning, containing 17.91 acres more or less.

**Tract XV: (Central Middle School Campus – 1201 NW Ft. Sill Blvd.)**

Commencing at the Northwest corner of Section 30, Township Two North (T-2-N), Range Eleven West (R-11-W), Indian Meridian, Comanche County, Oklahoma; thence South  $00^{\circ}17'58''$  West along the section line a distance of 1203.8 feet; thence North  $89^{\circ}57'31''$  East a distance of 1163.14 feet to the point of beginning; this point being the northeast corner of that certain property previously conveyed to the Board of Education of the Independent School District #8 as recorded in Book 381 on Page 390 of the records of the Comanche County Clerk.

Thence North  $00^{\circ}17'58''$  East a distance of 743.03 feet, this being the same line as the east boundary of that property previously conveyed as recorded in Book 2757 on Page 298 of the records of the Comanche County Clerk; Thence South  $89^{\circ}59'14''$  East a distance of 407.21 feet; Thence South  $25^{\circ}55'21''$  West a distance of 826.00 feet; Thence South  $89^{\circ}57'31''$  West a distant of 50.00 feet to the point of beginning.

And

Beginning at a point Fifty-eight and one-hundred-twenty-five thousandths (58.125) feet east and thirty-three (33) feet north of the southwest corner of the north one-half (1/2) of Section Thirty (30), Township Two (2) North, Range Eleven (11) West, Indian

Thence east Eleven-hundred-sixteen and three-hundred-seventy-five thousandth feet (1116.375), thence north One-thousand-four hundred-forty (1440) feet, thence west Eleven-hundred-sixteen and three-hundred-seventy-five thousandths feet (1116.375); thence south One-thousand-four-hundred-forty (1440) feet to the poing of beginning, containing thirty-six and eighty-five hundredths (36.85) acres, more or less.

**Tract XVI: (Ron Stephens Stadium – 1400 NW Dearborn Ave.)**

Beginning at a point sixty (60) feet North  $89^{\circ}36'08''$  West of the Northwest corner of Block 10, Mountain View Addition to the City of Lawton; thence North  $89^{\circ}51'29''$  West a distance of 200.00 feet; thence South  $00^{\circ}12'16''$  West a distance of 150.00 feet; thence South  $89^{\circ}51'29''$  East a distance of 200.00 feet; thence North  $00^{\circ}12'16''$  West a distance of 150.00 feet to the Point of Beginning, containing 0.6887 acres, more or less.

And

Beginning at a point sixty (60) feet North  $89^{\circ}49'29''$  West of the Northwest corner of Block 11, Mountain View Addition to the City of Lawton; thence North  $89^{\circ}49'29''$

West a distance of 400.23 feet; thence South 00°12'47" West a distance of 300.00 feet; thence South 89°51'29" East a distance of 400.28 feet; thence North 00°12'16" West a distance of 299.77 feet to the Point of Beginning, containing 2.7555 acres, more or less.

**Tract XVII: (Adams Elementary – 3501 NW Ferris)**

All of Block 14, except Lots 1 to 8, both inclusive, in Greer Addition, Part V, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.



**EXHIBIT C TO LEASE PURCHASE AGREEMENT**

**FORM OF INVESTMENT LETTER**

[See Tab 16 of the Transcript of Proceedings]

**EXHIBIT D TO LEASE PURCHASE AGREEMENT**

**CLOSING CERTIFICATE OF THE LESSEE**

[See Tab 20 of the Transcript of Proceedings]

**EXHIBIT E TO LEASE PURCHASE AGREEMENT**

**OPINION OF COUNSEL**

[See Tab 13 of the Transcript of Proceedings]

**EXHIBIT F TO LEASE PURCHASE AGREEMENT**

**ESCROW AND PAYING AGENT AGREEMENT**

[See Tab 5 of the Transcript of Proceedings]

## EXHIBIT G TO LEASE PURCHASE AGREEMENT

### PROPERTY COMPONENT DESCRIPTIONS

The following groups reflect the Real Property and/or Equipment that will be acquired on each Payment Date upon payment of the respective Acquisition Payment. All cost amounts represent an approximate allocable cost based on preliminary construction estimates, and may vary depending on final project component costs.

**COMPONENT A                  June 1, 2019                  \$8,705,000.00**

- Improvements upon Real Property comprising the northeast component of the Eisenhower Middle School physical structure, generally described as twelve classrooms and corridor area in the northeast portion of the building on each of two floors (\$7,235,838.33), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.
- Improvements upon Real Property comprising the safe-room facilities at Woodland Hills Elementary School (\$1,349,119.48), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract IX described therein.

**COMPONENT B                  June 1, 2020                  \$925,000.00**

- Equipment acquired and placed in service at Eisenhower Middle School, including gym and athletic equipment (\$286,842.50), and doors (\$630,002.96), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**COMPONENT C                  June 1, 2021                  \$3,350,000.00**

- Improvements upon Real Property comprising the safe-room facilities at Edison Elementary School (\$1,258,532.96), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract V described therein.
- Improvements upon Real Property comprising the safe-room facilities at Whittier Elementary School (\$1,337,544.39), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract VIII described therein.
- Equipment acquired and placed in service at Eisenhower Middle School, including furnishings, fixtures and equipment (\$728,997.25), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**COMPONENT D                  June 1, 2022                  \$4,400,000.00**

- Improvements upon Real Property comprising the east gymnasium, including related locker rooms and wrestling room of the Eisenhower Middle School physical structure (\$3,697,402.06), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.

- Equipment acquired and placed in service at Eisenhower Middle School, including theater equipment (\$308,625.28) and theater seating (\$282,118.08), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**COMPONENT E                  June 1, 2023                  \$9,290,000.00**

- Improvements upon Real Property comprising the auditorium, fine arts classrooms, and cafeteria areas of the Eisenhower Middle School physical structure (\$8,703,488.98), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.
- Equipment acquired and placed in service at Eisenhower Middle School, including lockers (\$489,788.32), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**COMPONENT F                  June 1, 2024                  \$3,680,000.00**

- Improvements upon Real Property comprising the administrative wing of the Eisenhower Middle School physical structure (\$845,145.92), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.
- Improvements upon Real Property comprising the kitchen facilities of the Eisenhower Middle School physical structure (\$862,814.08), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.
- Improvements upon Real Property comprising the safe-room facilities at Sullivan Village Elementary School (\$1,280,704.09), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract VII described therein.
- Equipment acquired and placed in service at Eisenhower Middle School, including food service equipment (\$656,997.00), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**COMPONENT G                  June 1, 2025                  \$5,450,000.00**

- Equipment acquired and placed in service at Eisenhower Middle School, including HVAC components (\$5,703,395.14), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**COMPONENT H                  June 1, 2026                  \$4,710,000.00**

- Improvements upon Real Property comprising the safe-room facilities at Almor West Elementary School (\$1,190,185.79), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract II described therein.
- Improvements upon Real Property comprising the safe-room facilities at Carriage Hills Elementary School (\$1,173,798.18), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract III described therein.

- Improvements upon Real Property comprising the safe-room facilities at Crosby Park Elementary School (\$1,163,464.33), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract IV described therein.
- Improvements upon Real Property comprising the safe-room facilities at Hugh Bish Elementary School (\$1,138,487.02), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract VI described therein.

**COMPONENT I                  June 1, 2027                  \$9,345,000.00**

- Improvements upon Real Property comprising the southeast component of the Eisenhower Middle School physical structure, generally described as classrooms/labs and corridor area in the southeast portion of the building on each of two floors (\$9,016,967.75), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.

**COMPONENT J                  June 1, 2028                  \$5,145,000.00**

- Improvements upon Real Property comprising the west gymnasium, including related locker rooms, weight room, storage, and mechanical rooms of the Eisenhower Middle School physical structure (\$3,896,220.64), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.
- All other Improvements upon Real Property and/or Equipment acquired and placed in service, as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**EXHIBIT H TO LEASE PURCHASE AGREEMENT**

**FORM OF BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT the Comanche County Educational Facilities Authority, party of the first part, for and in consideration of the sum of \$ \_\_\_\_\_ in hand paid by Independent School District No. 8 of Comanche County, Oklahoma, party of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents to grant, bargain, sell, transfer, and deliver unto the said party of the second part the following described property, to wit:

[Insert corresponding Property Component information, including applicable information contained in Exhibit A to the Lease Purchase Agreement]

TO HAVE AND TO HOLD THE SAME unto the party of the second part, its heirs, executors, administrators and assigns forever. And said party of the first part does for its heirs, executors, administrators, covenant with said party of the second part, its executors, administrators and assigns that the Comanche County Educational Facilities Authority, the lawful owner of the said personal property hereby sold; that it is free from all encumbrances; that it has good right to sell the same as aforesaid; and that it warrants and will defend the same against the lawful claims and demands of every and all persons whomsoever.

IN WITNESS WHEREOF, the Comanche County Educational Facilities Authority, the party of the first part, does hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**COMANCHE COUNTY EDUCATIONAL  
FACILITIES AUTHORITY**

\_\_\_\_\_  
By: Chairman



# SERVICES AGREEMENT

This Services Agreement and attached Appendices (this “Agreement”) is entered into as of July 1, 2025 (“Effective Date”) by and between INSURICA Insurance Services LLC (“INSURICA”) and Lawton Public Schools (“Client”), collectively, (the “Parties”).

**WHEREAS**, the Parties wish to set forth the terms and conditions under which INSURICA shall provide Client with the services set forth in Appendix A (“Services”), in accordance with the terms set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which the Parties hereby acknowledge, the Parties agree as follows:

## **Section 1. Authority and Services.**

- 1.1 Appendix A may be amended, as necessary, by prior written agreement of the Parties.
- 1.2 INSURICA assumes no responsibility for the adequacy, accuracy or effectiveness of any services by its predecessors (providing services like those set forth in Appendix A), or any acts or omissions occurring prior to INSURICA’s engagement, unless otherwise agreed in writing.
- 1.3 In providing the Services herein, INSURICA may select certain necessary third parties to support and enhance the Services. INSURICA may select, retain, dismiss and replace any such third parties, as needed and with Client’s written approval, in delivering Services to Client.

## **Section 2. Compensation.**

- 2.1. INSURICA shall be compensated for providing the Services to Client as set forth in Appendix B. Appendix B shall only be amended by written agreement of the Parties.
- 2.2. If there is a material change in Client’s operations or exposures that affects the nature and scope of its service needs, INSURICA and Client both agree to make a good faith effort to renegotiate INSURICA’s compensation, as may be appropriate in the discretion of the Parties.

## **Section 3. Responsibilities.**

- 3.1 Client shall be solely responsible for the accuracy and completeness of information and other documents furnished to INSURICA and/or third parties by the Client. INSURICA shall have no liability for errors, deficiencies or omissions that are based on such inaccurate or incomplete data or information provided by Client to INSURICA.
- 3.2 If Client seeks to change the scope of services provided herein, whether by addition, substitution or otherwise, Client shall submit to INSURICA its request for the services

changes in writing. INSURICA shall not be obliged to accept such variation of services unless Client agrees to (a) pay sums reasonably specified by INSURICA and (b) extend an additional period for completion. Once reasonable additional sums and reasonable period for completion, if any, are specified by INSURICA, the parties shall amend Appendix A and Appendix B to this Agreement, in writing, accordingly.

- 3.3 All works of authorship, including, but not limited to, marketing materials, designs, plans, specifications, programs, computer output, reports, data, findings, methods, analysis, data and memorandum of every description, conception, improvement, discovery and any intellectual property rights associated therewith (“Work Product”) which are developed and utilized by INSURICA in connection with this Agreement are and remain the property of INSURICA; provided, however, that Client shall have a perpetual, non-transferrable, non-exclusive license to use and exploit any Work Product delivered by INSURICA in connection to this Agreement solely for its own internal purposes. Notwithstanding the foregoing, INSURICA shall acquire no ownership rights in the intellectual property of Client in any material provided by Client to INSURICA in connection with this Agreement.

#### **Section 4. Errors and Omissions Insurance**

From and after the effective date of this Agreement, INSURICA will maintain errors and omissions insurance satisfactory providing a minimum of \$5,000,000 per occurrence/\$5,000,000 aggregate.

#### **Section 5. Term and Termination.**

- 5.1. The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year(s) thereafter (“Initial Contract Term”). Upon mutual ratification, the Initial Contract Term will be extended for additional consecutive twelve (12) month periods from the Effective Date (collectively, herein, “Contract Term”), or this Agreement may be terminated by either Party as otherwise provided for herein.
- 5.2 Notwithstanding the Initial Contract Term and/or Contract Term, this Agreement may be terminated by a) either Party upon ninety (90) days advance written notice to the other Party; or b) a Party if the other Party breaches this Agreement and such breach continues for more than ten (10) days after the other Party’s receipt of written notice of such breach.

#### **Section 6. Responsibilities Following Termination.**

Upon termination of this Agreement, fees and/or compensation owed to INSURICA shall be paid in accordance with the terms of Appendix B. INSURICA will use commercially reasonable efforts to assist Client in arranging a transition process, subject to receipt by INSURICA of all amounts due INSURICA from Client as of the date of termination of this Agreement. Notwithstanding the foregoing, and except as may otherwise be required by law, INSURICA shall not be obligated to disclose any document, data or information (including, without limitation, Work Product) that it determines could be used, alone or in combination with other documents, data or information, to identify or obtain any or all of its or its subcontractors’ intellectual property or proprietary and confidential documents, data, information, analyses, processes and techniques.

#### **Section 7. Indemnification.**

- 7.1 INSURICA shall indemnify and hold Client, its affiliated and subsidiary corporations, as well as officers, directors, employees and agents harmless for any and all losses, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, judgments, or any other deficiencies or expenses, including reasonable attorneys' fees and expenses, that are asserted against, imposed upon or incurred or suffered by Client that arise out of any act, omission, fraud, negligence, breach of duty, or any unauthorized activity or omissions by INSURICA under this Agreement.
- 7.2 Client shall indemnify and hold INSURICA, its affiliated and subsidiary corporations, as well as officers, directors, employees and agents harmless for any and all losses, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, judgments, or any other deficiencies or expenses, including reasonable attorneys' fees and expenses, that are asserted against, imposed upon or incurred or suffered by INSURICA that arise out of any act, omission, fraud, negligence, breach of duty, or any unauthorized activity or omissions by Client under this Agreement.
- 7.3 Each Party agrees to hold the other Party harmless from any action brought by a regulatory body because of actions or omissions by the other Party.
- 7.4 This Section and Section 6 shall survive the termination of this Agreement.

#### **Section 8. Confidentiality.**

- 8.1 Client may provide INSURICA with certain proprietary and confidential information ("Confidential Information") in connection with the Services provided by INSURICA under this Agreement. Neither INSURICA, nor any of its employees or agents, shall directly or indirectly disclose any Confidential Information to any third party on behalf of the Client for any purpose except in furtherance of the Services rendered by INSURICA to Client.
- 8.2 INSURICA shall take all steps reasonably required to maintain the confidentiality of Confidential Information in INSURICA's possession. The transmission of Confidential Information via electronic data transmission networks that provide for the security of users' data shall be deemed consistent with INSURICA's obligations hereunder unless such use is contrary to Client's express instructions.
- 8.3 The restrictions and agreements set forth above shall not apply to any Confidential Information (i) which at the time disclosed to or obtained by INSURICA is in the public domain; (ii) which becomes part of the public domain through no act, omission or fault of INSURICA; (iii) which INSURICA's records demonstrate was developed independently by INSURICA or was received by INSURICA from a third party which INSURICA had no reason to believe had any confidentiality or fiduciary obligation to Client with respect to such information; or (iv) which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, INSURICA shall, to the extent practical, give prior timely notice of such disclosure to Client to permit Client to seek a protective order, and, absent the entry of such protective order,

INSURICA shall disclose only such Confidential Information that INSURICA is advised by its counsel *must* be disclosed by law.

- 8.4 As between Client and INSURICA, Confidential Information shall be the sole and exclusive property of Client. Upon Client's request, all documents and records in INSURICA's possession containing Confidential Information shall be returned to Client; provided, however, that INSURICA may retain copies of documents that may contain confidential information which are necessary for the conduct and proper record keeping of INSURICA's business in accordance with standard operating procedures or applicable law.

## **Section 9. Miscellaneous.**

**Waiver.** The failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of this Agreement shall not affect any subsequent breach. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be a waiver of such terms, covenants or conditions. No waiver or relinquishment of any right hereunder at any one time(s) be deemed a waiver or relinquishment of such right at any other time(s).

**Severability.** This Agreement may be changed only in writing signed by the Parties. If a court of competent jurisdiction modifies any provision, the remaining provisions shall remain in effect. The invalidity or unenforceability of any term or provision of this Agreement, or portion thereof, shall not impair or affect the validity or enforceability of any other term or provision of this Agreement.

**Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other.

**Binding.** This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. This Agreement may be executed simultaneously in several counterparts, each of which shall constitute the same instrument.

**Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to its subject matter. The Appendices, A and B, attached hereto are substantive parts of this Agreement, and defined terms in such Appendices or in this Agreement shall carry the same meanings. This Agreement may be changed only in writing signed by the Parties.

**Governing Law.** This Agreement will be construed under, enforced in accordance with and governed by the laws of Oklahoma. If in conflict, Oklahoma law shall prevail.

**Relationships of the Parties.** At all times during the performance of this Agreement, INSURICA shall be an independent contractor and neither it nor any of its employees or agents shall be an employee of Client because of the provision of the Services.

**Notices.** All notices shall be in writing and shall be deemed to have been duly given if personally delivered, or, if mailed by United States first class mail, certified mail or registered mail, postage prepaid, or by a nationally recognized courier service to the other Party at their main corporate headquarters mailing address (or to such other address provided to the other Party in writing):

**INSURICA Insurance Services LLC**  
**10 SW 2<sup>nd</sup> Street, Ste 1**  
**Lawton, OK 73501**  
**Attn: David Cooper, Partner, Risk Consultant**

**Lawton Public Schools**  
**753 Ft Sill Blvd**  
**Lawton, OK 73507**  
**Attn: Lance Gibbs, CFO**

***Accepted and agreed:***

**INSURICA**

**Client**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix A: Scope of Service – Property, Casualty & Workers Compensation**

### **Insurance Placement/Marketing**

- Approximately ninety (90) days prior to the policy's renewal date, INSURICA will meet with Client to develop marketing strategies and schedules, and to secure information required for the renewal/quotation process. INSURICA will submit applications and specifications only to those insurers that have been approved by the CLIENT.
  
- INSURICA will deliver CLIENT worksheets describing required underwriting information. CLIENT agrees to return to INSURICA completed applications and underwriting information at least sixty (60) days prior to renewal date.
  
- INSURICA will secure quotations and proposals and will prepare an analysis of all proposals submitted by insurers. This analysis will be presented together with copies of each proposal. INSURICA will endeavor to present all proposals and quotations to CLIENT thirty (30) days prior to policy renewal date, subject to underwriters' responses.
  
- INSURICA will provide appropriate insurance binder(s) no later than two (2) business days following receipt from the insurer for the authorization to bind. INSURICA will issue and mail certificates of insurance and/or other evidence of insurance. Upon receipt of the insurance policy from the insurer, INSURICA will review the policy to determine compliance with the coverage requested by CLIENT.

### **Policy Administration**

- INSURICA will submit originals of insurance policies to CLIENT within two weeks of receipt of the policies from the insurer.
  
- Change endorsements will be submitted to CLIENT within five (5) business days of INSURICA's receipt of the endorsement from the insurer. INSURICA will submit confirmation of receipt of a change request from CLIENT within two (2) business days from receipt of the request.
  
- Monthly, INSURICA will submit a status report for all endorsements over thirty (30) days outstanding.
  
- INSURICA will issue certificates of insurance and/or other evidence of insurance within 48 hours of receiving request. INSURICA will maintain a list of all certificate holders and will provide a "master" certificate holder list annually (or more frequently if requested).
  
- INSURICA will gather information needed by insurance underwriters, request policy changes and revisions from insurance companies, maintain computerized and printed schedules of insurance underwriting and policy certificate data, prepare insurance information for renewals, and reconcile billing data if requested.

- INSURICA will assist CLIENT in projecting additional insurance costs for newly assumed exposures.
- INSURICA will coordinate policy audits between CLIENT insurers and will serve as liaison between CLIENT and the insurer, if requested.
- INSURICA will prepare an Insurance Summary of all insurance policies. This Summary will include types of coverage, effective dates, deductible amounts, insurance underwriters, policy limits and key coverage features.
- INSURICA will assist CLIENT with the completion of applications and underwriting information and in scheduling interviews and teleconference calls as needed.
- INSURICA will meet with the CLIENT at CLIENT's offices, when requested. INSURICA will respond to all questions within 48 hours.
- INSURICA will return phone calls and acknowledge fax transmissions within 24 hours.

### **Claims Administration/Management**

- INSURICA will work with CLIENT to develop claims reporting procedures.
- For each line of insurance, INSURICA will prepare claims reporting instructions, including the appropriate contact person (e-mail address and telephone number) and forms outlining basic information needed by the adjuster for each type of claim. CLIENT will review and approve all forms prior to distribution to CLIENT locations.
- INSURICA will report a claim to the appropriate insurer(s) within 24 hours following receipt of notice from CLIENT. INSURICA will send to CLIENT written confirmation that the claim has been submitted to the insurer. When requested, INSURICA will assist the CLIENT in the negotiation and settlement of claims.
- INSURICA will provide a semi-annual claim review. The claim review will include all open and closed claims. INSURICA will highlight all open indemnity claims in excess of \$10,000. INSURICA will also provide a periodic update of all open claims and an annual summary of open and closed claims.

Client will submit workers compensation claims directly to the insurance carrier to protect the privacy of the employees confidential and private information.

### **Other Services**

- Cost Allocation:** INSURICA will provide an allocation of premiums for all insurance policies if requested by CLIENT.
- Loss Control/Safety:** Upon request, INSURICA will perform a Risk Assessment for both Property & Casualty exposures and Workers Compensation exposures so that we can provide the CLIENT with a defined strategy to deploy our loss control resources to assist the CLIENT in loss mitigation and risk control. Furthermore, if requested, INSURICA can coordinate physical inspections of CLIENT'S properties with insurers and will assist CLIENT in preparing responses to loss control reports. INSURICA will also coordinate loss control, loss prevention, and safety services between the insurance carriers and CLIENT.

1. Engage loss control specialist JD Talbert to assist Lawton Public School personnel with training and establishment of loss prevention objectives and goals.

2. Engage workers compensation claims manager Dora Martindale and loss control specialist JD Talbert to assist Lawton Public School personnel with incident evaluation and establishment of loss prevention objectives and goals.

• **Contract Review:** INSURICA will review business contracts (including leases) furnished by the CLIENT to determine compliance with insurance requirements, assumptions of liability and other risk management issues contained therein.

• **General Knowledge and Assistance:** INSURICA will provide to CLIENT, on an ongoing basis, general insurance/risk management knowledge and expertise.

If requested, INSURICA will aid and direct workshops with regards to insurance education for CLIENT employees.

### **ANNUAL STEWARDSHIP REPORT**

Approximately ninety (90) days prior to renewal, INSURICA will submit a written stewardship report to CLIENT, in which INSURICA will account for services rendered during the preceding year and will discuss concerns, changes and continuing objectives. This report will contain, at the minimum, the following information:

• Organizational matrix of the account team personnel with an outline of responsibilities for each member.

• A schedule of all insurance in force, showing expiration date, limits and premiums.

• An evaluation of the current insurance program and recommendations for improvement including the use of alternatives (including evaluations as compared to benchmarking performed).

• A summary of losses paid, incurred and reserved summarized for the previous year (and for up to a five-year historical period, if available).

• Comments and observations on major losses.

• Comments on pending loss prevention recommendations, claims assistance and other services.

• Specific plans for the coming year.

• Future long-term objectives.

• Product and Service Innovations.

### **Personnel**

Consultants will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultants

retain the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:

Primary Producer – David Cooper  
Account Executive – Kathy Coats-Ables  
Account Manager – Melinda Holt

## **Appendix B: Compensation**

### **Annual Service Fees**

<b>Service</b>	<b>Amount</b>	<b>Payment Frequency &amp; Terms</b>
Consulting Services as outlined in Appendix A:		INSURICA will bill the annual fee.
Annual Gross Broker Fee Property & Liability	\$115,000 per year	
Annual Gross Broker Fee Workers Compensation	\$25,000 per year	

- All annual fees, as applicable, are earned in full at the start of each fiscal or calendar year with respect to the service provided, unless special termination & payment arrangements are noted below.
- If, on insurance policies contemplated by this agreement, INSURICA receives commission from any insurer, the amount of commissions so received shall be deducted from fees owed to INSURICA by client.
- INSURICA shall be entitled to receive additional fees and/or commissions from services not contemplated hereunder.
- INSURICA may receive contingency revenue from some carriers based on production and retention. To ensure each client's interest is consistently prioritized, INSURICA does not divulge the terms and status of contingent agreements to INSURICA staff; thus, establishing no incentive to place coverage with a specific carrier. Further, INSURICA does not accept bonus payments from carriers for client specific placements with such carriers.

**ADDENDUM TO EXTEND AGREEMENT**

This is an Addendum to an Agreement between **ESS South Central, LLC**, a Delaware limited liability company (the “Company”) and the **Lawton Public Schools** (hereinafter referred to as “LEA” for Local Education Agency).

Whereas, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the District for a period ending June 30, 2025;

Whereas, LEA and Company are desirous of extending the term of the Agreement through June 30, 2026 with the provisions set forth below;

Now, Therefore, be it agreed between the parties, as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2025 through June 30, 2026;
2. Effective July 1, 2025, Addendum “A” to the Agreement, Pricing, is amended as per the attached revised Addendum “A”;
3. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth below.

**Lawton Public Schools**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Date \_\_\_\_\_

**ESS South Central, LLC**

By \_\_\_\_\_  
Steve Gritzuk, Chief Operating Officer

**EXHIBIT A  
Pricing Plan**

<b>Position</b>	<b>Pay Rate</b>	<b>Company Bill Rate</b>
Substitute Teacher - Full Day - Non-Certified	\$65.00	\$87.04
Substitute Teacher - Full Day - Certified out of state	\$80.00	\$107.12
Substitute Teacher - Full Day - Certified in state	\$100.00	\$133.90
Substitute Teacher - Half Day - Non-Certified	\$32.50	\$43.52
Substitute Teacher - Half Day - Certified out of state	\$40.00	\$53.56
Substitute Teacher - Half Day - Certified in state	\$50.00	\$66.95
Substitute Teacher - Special Education - Certified - Long-Term*	\$135.00	\$180.77
Substitute Teacher - Special Education - Non-Certified - Long-Term*	\$100.00	\$133.90
Substitute Teacher -Half Day - Special Education - Certified - Long-Term*	\$67.50	\$90.38
Substitute Teacher - Half Day- Special Education - Non-Certified - Long-Term*	\$50.00	\$66.95
<b>Hourly Positions</b>		
Educational Assistants	\$9.71	\$13.00
High Needs Educational Assistant	\$15.71	\$21.04
Substitute Custodian	\$12.27	\$16.43
Substitute Child Nutrition	\$12.27	\$16.43
Substitute Clerical	\$12.27	\$16.43

\*Long-Term is defined as 10 or more days in a consecutive assignment. The pay rate is applied retroactively starting at Day #1

AGREEMENT FOR EDUCATIONAL SERVICES  
BETWEEN  
LAWTON PUBLIC SCHOOLS  
AND MARIE DETTY YOUTH AND FAMILY SERVICES, INC.

---

This agreement is entered into effective the 1<sup>st</sup> of July, 2025, by and between **INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA**, also known as Lawton Public Schools “hereinafter referred to as District”, and **MARIE DETTY YOUTH and FAMILY SERVICES, INC., an Oklahoma Corporation**, “hereinafter referred to as MDYFC.

**WITNESSETH:**

**WHEREAS**, the District is required by state and federal regulations to provide educational services to all eligible students; and,

**WHEREAS**, MDYFC is responsible for the operation and maintenance of a Resident Facility which houses students who are entitled to a public education; and,

**WHEREAS**, the District and the MDYFC are authorized by 70 O.S.§1-113 to enter into agreements for the provision of these educational services,

**NOW THEREFORE**, the District and the MDYFC do mutually agree as follows:

1. The District agrees to provide educational services as required by law and which meet or exceed state accreditation standards for all eligible students placed in the Resident Facility pursuant to the provision of 70 O.S.§1-113. Eligible students are defined as those placed in the Resident Facility by court order or by the person or agency having legal custody of the child pursuant to state law.

In accordance with 70 O.S.§1-101, et seq., the Individuals with Disabilities Education Act, 20 U.S.C. 1401, et seq. and other State and Federal laws pertaining to

## Agreement for Educational Services

special education programs for handicapped children, it is acknowledged by both parties that handicapped children who reside at MDYFC are entitled to special education services. It is further acknowledged that in the event that the certified teacher at MDYFC has requested District to employ is not a certified special education teacher, that special education services to be provided to residents of MDYFC by District shall be restricted to those types of services generally provided to special education students on a home bound program. The determination of whether a child is eligible for special education shall be made by the District, under rules and regulations approved by the State Board of Education. When appropriate and when requested, MDYFC may provide assistance in determining which children at MDYFC are eligible and in need of special education.

The District shall, according to the District calendar, provide educational services during the 2025 - 2026 school year as defined by law. The District's obligations shall cease at the end of the school term (May 2026).

2. The District shall provide a certified teacher assigned to MDYFC. The teacher, which shall be a District employee, shall work the same hours and days as are worked by other certified classroom teachers in the District. The District shall make every reasonable effort to provide a substitute to cover classes during the absence of a teacher assigned to MDYFC and will assign substitutes when available, in the same manner as substitutes are assigned in the District's schools. The staff assigned to MDYFC shall constitute a decision of the District. Compensation, including wages and fringe benefits, shall be provided to teachers assigned to the Residential Facility at a rate determined by the District. The District shall also provide appropriate administrative support for the educational program and maintenance of educational records.

## Agreement for Educational Services

Staff supplied by the District shall be evaluated by a District administrator. The evaluation process shall include the input of the assigned representative of MDYFC. In particular, the assigned representative of MDYFC shall provide the designee of the District with information regarding the teacher's compliance with MDYFC regulations.

Should MDYFC find any District employee to have acted in a manner which (1) may constitute grounds for dismissal or non-employment of teachers pursuant to 70 O.S.§6-101, et seq., or (2) indicated an unwillingness or inability to cooperate in achieving institutional program objectives, as provided in this contract, MDYFC shall promptly report the acts in writing to the District.

The District shall investigate such reports and shall take any disciplinary action it deems warranted by its findings. The District shall then report to MDYFC, in writing, its findings, actions and reasons for the specific action (or non-action) taken. MDYFC hereby recognized the District's responsibility to comply with all applicable laws and regulations regarding said disciplinary actions and shall assist the District in such efforts as necessary and requested by the District.

To facilitate performance under this contract, the District shall have full cooperation and assistance from MDYFC, its officers, agents and employees, including, but not limited to, the maintenance of a safe and healthful working environment conducive to the provisions of educational services.

3. MDYFC agrees to provide and maintain areas appropriate for the District to conduct the educational program pursuant to this agreement. MDYFC shall be responsible for all services and costs associated with such services, which are not directly related to education.

## Agreement for Educational Services

4. The District shall furnish current textbooks, workbooks, teacher guides and other materials of the nature and type utilized in the District's Schools. MDYFC will be responsible for providing and maintaining all classroom furniture and equipment such as teacher desks, student desks, chalkboards, storage cabinets, locking file cabinet, etc. MDYFC will also provide appropriate access to a copier and a computer. Any additional requested materials, furniture, equipment, computers or other specialized technology will be subject to agreement between MDYFC and District.

The District shall assume the responsibility for the development and supervision of curriculum taught at MDYFC.

5. Discipline policy and procedures used in the classroom shall be in accordance with state and federal law and District policy, including suspension, time-out and detention procedures. MDYFC shall provide assistance in severe, disruptive situations, and in particular shall furnish appropriate physical protection for the teacher if the teacher is subject to threats or physical acts that place the teacher in danger of bodily harm. MDYFC will provide management and supervision of out-of-classroom suspension, time-out and detention during school. MDYFC will also provide appropriate training in behavior management for District personnel who are assigned at MDYFC.

6. The Teacher will be responsible for recording a student's enrollment, days on roll, student absences, withdrawals and other pertinent educational records according to policy of the District and state and federal law. This information will be provided to Facility personnel upon request. Students serviced in MDYFC will earn credit for successfully completed classes in which they are enrolled in the same manner as other students within the District.

## Agreement for Educational Services

MDYFC agrees to abide by all the rules and regulations issued by the State Department of Education related to certification of the residency of students and their attendance in the District's educational programs.

The District shall provide maintenance of permanent school records for students serviced with assistance from the Facility. Release of information and transfer of records by the Facility and District shall be governed by state and federal law.

7. MDYFC agrees to abide by all rules and regulations issued by the State Department of Education and the District. MDYFC shall certify the residence of all students to the District and shall take any steps necessary to assure attendance of residence at the daytime educational programs provided by the District.

District personnel are required to maintain the same level of confidentiality concerning information about students as required of MDYFC personnel. District personnel may maintain such data or records on said students as required by federal, state or District guidelines; however, any release of information shall be governed by applicable Federal and State law, as well as District policy. This shall include, but not be limited to, the Family Educational Rights and Privacy Act. The State of Oklahoma Standard Form-Consent for Release of Confidential Information shall be utilized, when appropriate, to expedite exchange of records.

The District shall have no responsibility for directly or indirectly financing any MDYFC programs or services.

Prior to the commencement of educational services at MDYFC under this agreement, MDYFC agrees to furnish the District with a certificate of public liability insurance coverage, naming the District as co-insures, in minimum amounts of

## Agreement for Educational Services

\$25,000.00 to any claimant for any number of claims for damages to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$125,000.00 to any claimant for all other claims arising out of a single accident or occurrence, \$1,000,000.00 for any number of claims arising out of a single accident or occurrence. The certificate shall require at least ten (10) days' notice to the District before cancellation of the coverage for any reason. MDYFC agrees to maintain said liability coverage in force during the entire term of this agreement. In addition to such insurance, and not in lieu thereof, MDYFC agrees to indemnify and hold the District, its agents, employees and officers, harmless against any claim, demand or action (including defense costs) against the District. Arising from or growing out of the MDYFC programs or facilities or services provided pursuant to this agreement.

The term of this agreement shall begin on the 1<sup>st</sup> day of July, 2025 and end on June 30, 2026. Thereafter, the agreement shall continue in effect from year to year unless terminated by either party giving thirty (30) days' notice to the other party prior to the end of the existing term. This agreement may be modified only by mutual agreement of the parties. This agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other; however, in the event SEI terminated the agreement prior to the completion of the 2025-2026 school year, or any subsequent school year, SEI shall reimburse the District for any costs, including staff salaries and fringe benefits, the District incurs for staff which cannot otherwise be utilized by the District.

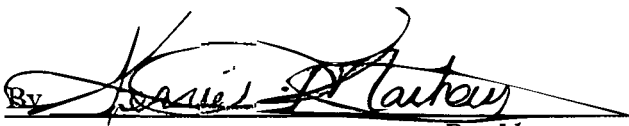
EXECUTED this day and year first above written.

Agreement for Educational Services

INDEPENDCENT SCHOOL DISTRICT NO. 8,  
COMANCHE COUNTY, OKLAHOMA

By \_\_\_\_\_  
Superintendent or Designee

MARIE DETTY YOUTH AND FAMILY  
SERVICE CENTER, INC.

By   
President

**AGREEMENT FOR EDUCATIONAL SERVICES BETWEEN  
LAWTON PUBLIC SCHOOLS AND  
COMANCHE COUNTY COMMISSIONERS /  
COMANCHE COUNTY REGIONAL JUVENILE DETENTION CENTER**

This Agreement for Educational Services Between Lawton Public Schools and Comanche County Commissioners/Comanche County Regional Juvenile Detention Center (hereinafter “Agreement”) is entered into effective the **1<sup>st</sup> day of July 2025** by and between INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA, also known as Lawton Public Schools, (hereinafter “DISTRICT”) and COMANCHE COUNTY COMMISSIONERS/COMANCHE COUNTY JUVENILE REGIONAL DETENTION CENTER (hereinafter “COUNTY”).

WHEREAS THE DISTRICT is required by state and federal regulations to provide educational services to all eligible students 70 O.S. § 1-113 *et seq.*; and

WHEREAS THE COUNTY is responsible for the operation and maintenance of the Comanche County Regional Juvenile Detention Center (hereinafter “JDC”) which houses individuals who are entitled to a public education and qualify as students; and

WHEREAS THE DISTRICT AND COUNTY are authorized by 70 O.S. § 1-113 to enter into agreements for the provision of these educational services.

NOW THEREFORE, THE DISTRICT AND COUNTY do mutually agree as follows:

1. The DISTRICT agrees to provide educational services as required by law and which meet or exceed state accreditation standards for all eligible students placed in JDC pursuant to the provisions of 70 O.S. § 1-113 *et seq.* Eligible students are defined as those in JDC being detained by court order or by the agency having legal custody of the child pursuant to state law.

In accordance with 70 O.S. § 1-101, *et seq.*, The Individuals with Disabilities Education Act, 20 U.S.C. 1401, *et seq.* and other state and federal laws pertaining to special education programs for students with an Individual Education Plan (IEP), it is acknowledged by both parties that students with an Individual Education Plan (IEP) who reside at JDC are entitled to special education services. It is further acknowledged that IEP will be reviewed and services provided as per the IEP or the amended IEP. The determination of whether a child

is eligible for special education services shall be made by the DISTRICT, under rules and regulations approved by the State Board of Education.

2. The DISTRICT shall, according to LPS calendar, provide educational services during the **2025-2026** school year as defined by law. The DISTRICT'S obligations shall cease at the end of the school term (**2025-2026**) and may be renewed by both parties, in writing, if funding by the DISTRICT allows.
3. The DISTRICT shall provide certified teachers assigned to JDC. The certified teachers are at all times employees of the DISTRICT, shall be the DISTRICT'S employees, and shall work the same hours and days as are worked by other certified classroom teachers in the DISTRICT. Compensation, including wages and/or benefits, for the assigned teachers shall be provided and determined by the DISTRICT as the employer of said teacher(s). The DISTRICT shall also provide appropriate administrative support for the educational program and maintenance of educational records and shall keep all educational records as required by the State of Oklahoma and Board of Education. The certified teachers and administrative support are not employees of the COUNTY.

Staff supplied by the DISTRICT shall be evaluated by a DISTRICT administrator as required by DISTRICT guidelines and state law. The evaluation process shall include input of the assigned representative of JDC. In particular, the assigned representative of JDC shall provide the designee of the DISTRICT with information regarding the teacher's compliance with JDC regulations.

Should JDC and/or the COUNTY find any employee of the DISTRICT to have acted in a manner that (1) may constitute grounds for dismissal or non-reemployment of teachers pursuant to 70 O.S. § 6-101, et seq., or (2) indicates an unwillingness or inability to cooperate in achieving institutional program objectives, as provided in this Agreement, the COUNTY and/or JDC shall promptly report the acts in writing to the DISTRICT.

The DISTRICT shall investigate such reports and shall take any disciplinary action it deems warranted by its findings. The DISTRICT shall then report to the COUNTY and JDC, in writing, its findings, actions, and reasons for the specific action (or non-action) taken. The COUNTY recognizes the DISTRICT'S responsibility to comply with all applicable laws and regulations regarding disciplinary actions and shall assist the DISTRICT in such efforts as necessary and requested by the DISTRICT.

4. The COUNTY and JDC agree to provide and maintain areas appropriate for the DISTRICT to conduct educational program pursuant to this Agreement.
5. The DISTRICT will provide the same curriculum that is used in other programs where the students are not in the normal/traditional classroom. The DISTRICT will fund any of the DISTRICT'S programs or services for the educational requirements required by state law and the Board of Education. JDC will be responsible for providing and maintaining all classroom furniture and equipment such as teacher desks, student desks, chalkboards, storage cabinets, locking file cabinet, instructional materials including paper, erasers, writing utensils.
6. The DISTRICT shall assume the responsibility for the development and supervision of curriculum taught at JDC as required by state law and the Board of Education.
7. Discipline policy and procedures used in the classroom at JDC shall be in accordance with the DISTRICT's policies and procedures, subject to state law.
8. The DISTRICT will be responsible for ensuring a student's enrollment, days on roll, student's absences, withdrawals, and other pertinent educational records are recorded and stored according to policy of the DISTRICT and any state or federal law. This information will be provided to JDC personnel upon request. JDC students can earn credits similar to other students that are enrolled in LPS non-traditional programs. THE DISTRICT shall

provide maintenance of permanent school records for students served with assistance from The Comanche County Regional Juvenile Detention Center

9. The COUNTY and JDC agree to abide by all the rules and regulations issued by the State Department of Education related to certification of the residency of students and provide this information to the DISTRICT upon request.
10. The DISTRICT'S personnel are required to maintain the same level of confidentiality concerning information about students as required of JDC personnel. The DISTRICT'S personnel may maintain such data or records on said students as required by federal, state or the DISTRICT'S guidelines; however, any release of information shall be governed by applicable Federal and State law, as well as the DISTRICT'S policy. This shall include, but not limited to, the Family Educational Rights and Privacy Act. The State of Oklahoma Standard Form-Consent for Release of Confidential Information-shall be utilized, when appropriate, to expedite exchange of records.
11. Neither Party may assign this Agreement in whole or in part to another third party. This Agreement shall create no rights or benefits in any third party.
12. The DISTRICT shall assume responsibility for, indemnify, and save the COUNTY, its officials, officers, employees and agents, together with any public trusts in which the County holds a beneficial interest, harmless from all liability and claims for injury to, or death of persons, or damage to property arising from the DISTRICT's negligent acts, errors, or omissions, or those of the DISTRICT's agents or employees, arising out of performance of the Contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

THE DISTRICT:  
INDEPENDENT SCHOOL DISTRICT NO. 8  
COMANCHE COUNTY, OKLAHOMA

BY: \_\_\_\_\_  
President, Lawton Board of Education

\_\_\_\_\_ Date

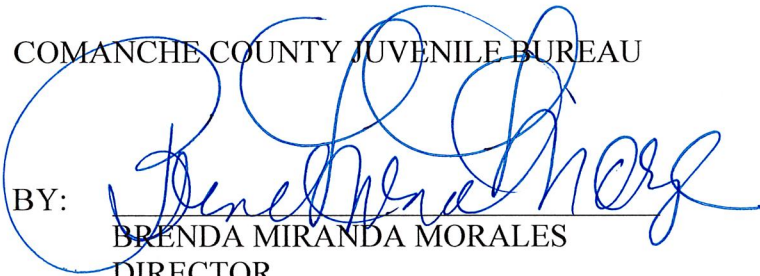
Approved as to form:

\_\_\_\_\_ Date  
School Board Attorney

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2025

THE COUNTY:

COMANCHE COUNTY JUVENILE BUREAU

BY:  \_\_\_\_\_  
BRENDA MIRANDA MORALES  
DIRECTOR

4.15.25  
\_\_\_\_\_ Date

COMANCHE COUNTY REGIONAL JUVENILE  
DETENTION CENTER

BY: \_\_\_\_\_  
MARYANN STANDRIDGE  
SUPERINTENDENT

\_\_\_\_\_ Date

Approved by the Board of County Commissioners of Comanche County, Oklahoma this

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Commissioner  
Chairperson


\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner  
Vice-Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner  
Member

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kyle Cabelka  
District Attorney

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Carrie Tubbs  
County Clerk

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**COOPERATIVE SERVICE AGREEMENT  
between**

**Comanche County Health Department/ District 5 and Lawton Public Schools**

This is a memorandum of understanding between the Comanche County Health Department/District 5 (CCHD), and Lawton Public Schools (LPS). This agreement confirms a standing working relationship relative to referral of appropriate clients, based on client needs, between and above-named agencies, and further, that the above-named agencies are in compliance with HIPPA regulations (section 164.S0et.seq.) regarding client's rights and confidentiality of client's records.

The Comanche County Health Department/District 5 agrees to provide Community Health Workers who will meet with identified students at LPS high schools and alternative schools, including the Lawton Virtual Academy. The identified students are part of the LPS McKinney-Vento program and identified as unaccompanied homeless youth. Due to their independent living situation, they need resources offered by the community and assistance to access the services, as listed below. The agency herein and named agrees to make referrals to the Community Health Workers of the CCHD, according to the referral procedure stated below.

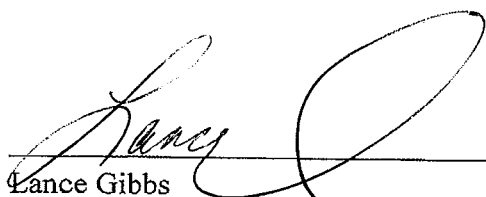
The procedures for making new referrals are as follows:

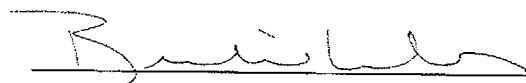
1. The McKinney-Vento team member will schedule students for an appointment with the Community Health Worker.
2. The Community Health Worker will schedule a time with the McKinney-Vento team to meet with the students at their school site and connect them to the resources needed.
3. Communication between the Community Health Worker and the McKinney-Vento team will be established by email or phone calls.

Type of services offered by the Community Health Worker:

- Assisting with Application to Food Resources
  - SNAP (Supplemental Nutrition Assistance Program)
  - WIC (Women with Infant Children)
  - Food Pantries
- Assisting with Applications to medical insurance (Sooner Care)
- Connecting to Community Services:
  - Clothing
  - Housing
  - Transportation

This agreement begins on 07/ 01/ 2025 and is due for annual review each fiscal year beginning 6/30/2026. This agreement may be revoked at any time by either party.

  
\_\_\_\_\_  
Lance Gibbs  
Assistant Superintendent/ CFO  
Lawton Public Schools

  
\_\_\_\_\_  
-Brandie Combs,  
District 5 Regional Administrative Director  
Comanche County Health Department

\_\_\_\_\_  
Date

4-17-25  
\_\_\_\_\_  
Date

**LAWTON PUBLIC SCHOOLS  
SUMMARY OF FINANCIAL ACTIVITIES  
FY25 MAY**

FUND	Beginning Period Balance	FY25 OUTSTANDING CHECKS	Period Revenue	Paid FY25 (include wires,WC,&ADJ)	Outstanding Payments Ending	CASH BALANCE
GENERAL FUND (11)	\$ 35,839,343.39	\$ 4,657,729.90	\$ 15,066,797.01	\$ 11,312,838.48	\$ 1,906,588.18	\$ 36,842,160.20
BUILDING LEVY FUND (21)	\$ 34,939,074.36	\$ -	\$ 2,332,435.34	\$ 1,707,057.89	\$ 144,380.31	\$ 35,708,832.12
BOND 2017 (33)	\$ 12,660,960.32	\$ 22,165.39	\$ -	\$ 48,478.69	\$ 11,574.94	\$ 12,601,891.18
LEASE PURCH (34)	\$ 6,258,571.90	\$ -	\$ -	\$ 6,180,571.52	\$ -	\$ 78,000.38
LEASE PURCH TURF (35)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SINKING (41)	\$ 11,501,800.47	\$ -	\$ 331,607.66	\$ -	\$ -	\$ 11,833,408.13
ENDOW (50)	\$ 185,143.19	\$ 500.00	\$ 3,874.10	\$ -	\$ 500.00	\$ 189,017.29
ACTIVITY (60)	\$ 3,516,704.47	\$ 14.40	\$ 229,512.51	\$ 248,566.05	\$ 18,235.68	\$ 3,497,665.33
GIFTS (81)	\$ 16,500.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 16,500.00
WC (83)	\$ 5,994.85	\$ -	\$ -	\$ 1,103.24	\$ -	\$ 4,891.61
GOVERNMENTAL FUNDS (11,21,33,34,41,50,81,& 83)	\$ 101,407,388.48	\$ 4,682,395.29	\$ 17,734,714.11	\$ 19,250,049.82	\$ 2,065,043.43	\$ 97,274,700.91
ALL FUNDS	\$ 104,924,092.95	\$ 4,682,409.69	\$ 17,964,226.62	\$ 19,498,615.87	\$ 2,083,279.11	\$ 100,772,366.24





**LANCE GIBBS**

*CFO / 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:

**June 9, 2025 to July 31, 2025**

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: **\$ 80,430,328.04**

And the balance in the investment accounts are/were: **\$ 20,342,038.20**

Presented for approval at the **June 9, 2025** regular meeting of the Board of Education Lawton Independent School District No. 1-8 at Lawton, Oklahoma.

\_\_\_\_\_  
Treasurer

**INVESTMENT RATES:**

Operating Accounts	Rate	Balance
Liberty - ICS	4.150%	<b><u>\$ 84,419,382.00</u></b>
BOK – Lease Purchase	4.100%	<b><u>\$ 10,946.04</u></b>
OLAP – Pooled Investments	4.140%	<b><u>\$ 0.00</u></b>
OLAP – Bank of New England ICS	4.280%	<b><u>\$ 20,190,847.81</u></b>
OLAP – 120DAY	4.000%	<b><u>\$ 0</u></b>
OLAP – 180DAY	4.000%	<b><u>\$ 0</u></b>
STIFEL-	Variable	<b><u>\$ 151,190.39</u></b>



## MACARTHUR HIGH SCHOOL

Dear Lawton Public Schools Board of Education,

My name is Malinda Perez, and I am writing today to request the use of an LPS vehicle to transport MacArthur High School students to the National Speech and Debate Association 2025 National Championship June 15-21 in Des Moines, Iowa.

This will be the third year MHS students compete at the national championship, which is considered to be "the largest academic competition in the world," and the second year we have students qualify for main events during the grueling district championship. Essentially, only three students in each event earn the right to compete nationally, and Kaydence Aplin is only one of six students in the entire state who will be competing in the congressional debate as an Oklahoma representative. For the past two years, Kaydence has competed on the WestOK World Schools Debate Team, which has been undefeated in prelims for two years straight.

Our other students are competing in the supplemental events, which are for competitors who did not qualify in a main event, but have immense potential. Cybill advanced from prelims last year at nationals and has been a state qualifier many times. Shyanne has already qualified for regionals and shown incredible skill in literature interpretation and extemp speaking.

These young people worked hard to achieve their qualifications, and they will do well. All expenses for the trip have been or will be covered by the booster club and/or competitors themselves; I was awarded a grant from the NSDA to cover registration; Essentially, the only assistance we require from LPS is approval to travel and, if possible, the use of an SUV or counselors van to ensure we have enough room and reliable transportation.

Mrs. Krista Norbury is a certified LPS employee who will be traveling with us to judge, driving, and serve as an authorized cardholder for the booster club. We have no coed spaces, and the adult to student ratio is 1-2. All the details of the trip can be found [here](#), and a copy is included.

Thank You,


  
Malinda Perez

---

4400 East Gore Boulevard  
Lawton, Oklahoma 73501

Daniel Smith, Principal

Phone: (580) 355-5230



May 16, 2025

Dear Lawton Public School Board and Mr. Hime,

I wanted to be the first to tell you how excited I am for 2025/2026 MacArthur Show choir. We have been invited to attend the show choir competition in Orlando, FL at Disney World in March of 2026. MacArthur High School Show Choir will be competing with other school the US. I would like to ask your permission to allow MHS Show Choir students to attend this prestigious opportunity.

We will stay at one of the Disney resorts. The performance dates are March 13 & 14 or 20 & 21 or 27 & 28. This will be a 5-6 day trip. In order for the safety of the students The chaperones will be parents of MHS Show Choir students who are employed by LPS. This way background checks have been completed.

Student will be raising funds through fundraisers and with the help of the boosters. Some minor things could change since it's so far away. Once I can register for this, I will be able to get started on the planning with a travel agent name Raleigh Harper and MHS Boosters.

Best Regards,

*April Abraham*

April Abraham

MacArthur Middle & High School Choir Director





**Minutes of the Lawton Public Schools Board of  
Education Regular Meeting  
Held on Monday, May 12, 2025**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Monday, May 12, 2025 at 5:00 PM in the Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

**1-3. Call to Order, Pledge of Allegiance and Roll Call**

Patty Neuwirth, President, called the meeting to order. Superintendent Kevin Hime led the flag salute. Roll call indicated the following board members were present:

Carla Clodfelter: Absent  
Elizabeth Fabrega: Present  
Amanda McBride: Present  
Patty Neuwirth: Present  
Zeldon Rice: Present  
Col. Derek Baird Present

**4. Special Guests/Special Recognitions - Kevin Hime and Patty Neuwirth**

Jennifer Tadlock, Principal of Woodland Hills Elementary, reported on the culture and climate of Woodland Hills. After her presentation, students from 1st and 2nd grade, under the direction of Ms. Newton, performed a few numbers for the board members.

Travis Pool, Principal of Lawton High School, also reported on the culture and climate of LHS. He talked about various programs they have been implemented to keep students involved and become successful.

Lupi Ostruski and Vanessa Perez gave an update on Goal Area #3 and Dr. Laura Puccino gave an update on Goal Area #4.

**5. Report of the Superintendent**

a. FY26 Board Appointed Positions

**Motion Passed:** Motion to approve the Board Appointed Positions. passed with a motion by Zeldon Rice and a second by Amanda McBride.

Amanda McBride: Yes  
Elizabeth Fabrega: Yes  
Patty Neuwirth: Yes  
Zeldon Rice: Yes

b. Consider and vote to elect a new member to the Board of Directors of the Oklahoma Public School Investment Interlocal.

**Motion Passed:** Motion to vote for Position No. 12: Mandy Kincannon, School Board Member of Moore Public Schools (OSSBA) passed with a motion by Amanda McBride and a second by Zeldon Rice.

Amanda McBride: Yes  
Elizabeth Fabrega: Yes  
Patty Neuwirth: Yes  
Zeldon Rice: Yes

c. Information Item: Business Operations and Educational Services Departmental Updates  
Updated reports from Business Operations and Educational Services were provided to the board, sharing both recent and pending activities in their departments ensuring the board members stay informed about the district functions and initiatives.

d. Superintendent's Announcement(s)

Mr. Hime reported that Lawton Public Schools had four students who graduated from Cameron University with their associates degrees. He reminded everyone this program is completely free of charge to the students and their families.

The MacArthur High School Girls Soccer Team has advanced to the State Semifinals. They will play that game on Tuesday, May 13, at the MAC field.

## **6. 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. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf

1. Approve Purchase Orders

General Fund (11) PO# 1847-1865

Building Fund (21) PO# 124-131

2. Change Order Listing

3. Payroll Encumbrance Purchase Order Numbers

b. Report of the Chief Financial Officer - Lance Gibbs

1. Treasurer's Report for the Month of April, FY25

2. Monthly Authorization to Invest

3. Audit Engagement Letter FY25

c. Report of the Activity Fund Custodian

1. Activity Fund Transfers, Expenditures, Establishments, and Amendments

2. Out of State Travel - Esports request to travel to Dallas, Texas

d. Report of the Clerk

e. Approval of the Minutes of the April 28, 2025, Regular Board Meeting

f. Item(s) Removed from the Consent Agenda for Separate Action

No items were removed from the Consent Agenda.

g. Approval of the Balance of the Consent Agenda

**Motion Passed:** Motion to approve the balance of the consent agenda passed with a motion by Elizabeth Fabrega and a second by Amanda McBride.

Amanda McBride: Yes

Elizabeth Fabrega: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

h. Approval of Item that was Previously Pulled for Separate Action

### **7. Proposed Executive Session to Discuss:**

There was no Executive Session.

a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports, Exhibit A and Exhibit B. (Exhibit B includes new potential hires and presented to the board under separate cover).

[Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]

### **8. Vote to Convene into Executive Session**

### **9. Acknowledge Board's Return to Open Session**

### **10. Executive Session Minutes Compliance Announcement**

### **11. Superintendent's Personnel Report / Items Discussed in Executive Session**

a. Approval of Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover)

**Motion Passed:** Motion to approve the Superintendent's Personnel Report passed with a motion by Amanda McBride and a second by Zeldon Rice.

Amanda McBride: Yes

Elizabeth Fabrega: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

**12. 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)**

There was no New Business.

**13. The next regular board meeting date is Monday, June 9, 2025 at 5:00 p.m., in the Shoemaker Center Auditorium.**

**14. Setting New Board Meeting Dates**

No new dates were set.

**15. Board Announcements**

**16. Adjournment**

The meeting adjourned at 5:33 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 12<sup>th</sup> day of May, 2025.

School Seal:

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Amanda McBride, Clerk of the Board

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Schyla Brown, Minutes Clerk

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Patty Neuwirth, President

HUMAN RESOURCES

Personnel Report - Exhibit A

June 9, 2025

\*Denotes Retirement; \*\*Denotes never worked; \*\*\*Correction

The following RESIGNATIONS have been received:

**CERTIFIED**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>END DATE</b>
Allen, Victoria*	Teacher	5/23/2025
Arter, Kayla	Teacher	5/23/2025
Caddo, Levi	Teacher	5/23/2025
Chadwick, Heather	Teacher	5/23/2025
Craig, Rebecca	Teacher	5/23/2025
Dennis, Phillip*	Teacher/Coach	5/23/2025
Duncan, Jill	Teacher	5/23/2025
Fortney-Reese, kevan	Teacher	5/23/2025
Harris, Javon	Teacher	5/23/2025
Harris, Melanie	Teacher	5/23/2025
Huling, Penny*	Counselor	5/23/2025
Hunter, Ashley	Teacher	5/23/2025
James, Jason	Assistant Superintendent/COO	6/30/2025
Looney, Teresa	Teacher	5/23/2025
Marshall, Shawna	Teacher	5/23/2025
Masters, Patricia	Teacher	5/23/2025
Matthews, Christian**	Teacher/Coach	5/23/2025
McNutt, Brittany	Teacher	5/23/2025
Quinn, Jaemyn	Teacher	5/23/2025
Rippy, Jacob	Teacher	5/23/2025
Rogers, Charlene	Teacher	6/30/2025
Rosdahl, sylvia	Accelerated Teacher	05/22/2025
Shipp, Megan	Teacher	5/23/2025
Smith, Taylor	Teacher	5/23/2025
Tate, Cheryl	First Class Coach	5/31/2025
Wade, Timothy	Teacher/Coach	5/23/2025
Wallace, Angela	Teacher	5/23/2025
Whalen, Hollie	Teacher	5/23/2025
White, Mary	Teacher	5/23/2025
Willis, Jon	Teacher	5/23/2025
Wyatt, Brian	Teacher	5/23/2025
Lebel, Madyson	Teacher	5/23/2025

**SUPPORT**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>END DATE</b>
Almeida, carmela	Personal Care Assistant	5/22/2025
Cook, Mareka	Personal Care Assistant	5/22/2025

Evans, Alana	Pre-Kindergarten Assistant	5/22/2025
Fisher, Tammy	Cafeteria Manager	5/23/2025
Gilbert, Roger	Bus Driver	5/22/2025
Gouldsby, Chad**	Assistant Football Coach	5/25/2025
Graham, Marqual	Assistant Softball Coach	5/13/2025
Hanson, Donnie	Police Officer	6/1/2025
Harris, Tatiyana	Discretionary Aide	5/22/2025
Marcelino, Tanya	Personal Care Assistant	5/22/2025
Marks, Ashley	Cook	5/13/2025
McCoin, Kristen	Personal Care Assistant	5/22/2025
Regacho, Dennis	Network Technician	5/22/2025
Rooney, Erika	Library Assistant	5/23/2025
Stepp, Bianca	Cook	5/14/2025
Stringer, Chase	Custodian	8/15/2025
Sunn, Craig	Custodian	5/23/2025
Will, Meredith	Cook	5/22/2025
Witten, Rebecca	Pre-Kindergarten Assistant	5/22/2025
Zavala, Alma	Custodian	5/28/2025

**The following SUMMER EMPLOYMENTS are recommended for temporary contracts during the 2024-2025 school year:**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Adams, Talisha	ESY - PCA	6/2/2025
Albert-Maez, Lindsay	Summer Pacing Calendar	6/2/2025
Alley, Tina	Makerspace Facilitators (Certified)	5/27/2025
Baumann, Angela	Summer Pacing Calendar	6/2/2025
Bevington, Mona	Makerspace Unit Specialist	5/27/2025
Billings, Daniel	Makerspace - Unit Specialist	5/27/2025
Brown, Douglas	Makerspace - Unit Specialist	5/27/2025
Carney, Mary	Makerspace Facilitators (Certified)	5/27/2025
Comstock, Ashley	Summer Pacing Calendar	6/2/2025
Comstock, Ashley	Makerspace Facilitators (Certified)	5/27/2025
Cook, Samantha	Summer Pacing Calendar	6/2/2025
Cortes, Alisha	Summer Pacing Calendar	6/2/2025
Cunningham, James	Makerspace - Unit Specialist	5/27/2025
Daniels, Courtney	Tutor	6/2/2025
Davis, Tad	Adventure Summer Camp	6/2/2025
Deloach, Brandon	Tutor	6/2/2025
Drewery, Felicity	ESY - PCA	6/2/2025
Ellis, Jessie***	eSY - PCA	6/2/2025
Estes, Tiffany	Makerspace Facilitators (Certified)	5/27/2025
Everidge, Sandra***	ESY - PCA	6/2/2025
Fortson, Dustin	Makerspace Facilitators (Certified)	5/27/2025
Ganes, Jessica	Makerspace - Unit Specialist	5/27/2025
Garcia, Maria	Summer Feed- Site Assistant	5/27/2025
Givens, Edward***	ESY - PCA	6/2/2025
Gordon, Paige	Makerspace Facilitators (Certified)	5/27/2025

Graham, Ashley	ESY - PCA	6/2/2025
Hamilton, Janet	Makerspace Facilitators (Certified)	5/27/2025
Hanson, Mary	Makerspace Facilitators (Certified)	5/27/2025
Hardison, Brittany***	ESY - PCA	6/2/2025
Harris, Melanie	Summer Pacing Calendar	6/2/2025
Herrera, Meravel***	ESY - PCA	6/2/2025
Hicks, Holly	Summer Pacing Calendar	6/2/2025
Ingram, Kristi	Summer Pacing Calendar	6/2/2025
Jackson, Raylisha	Summer Pacing Calendar	6/2/2025
Jones, Darcella***	ESY - PCA	6/2/2025
Jones, Kenneth	Summer Pacing Calendar	6/2/2025
Jones, Lavada	ESY - PCA	6/2/2025
Jones, Skaile***	ESY - PCA	6/2/2025
Kirk, Lisha	Adventure Summer Camp	6/2/2025
Krusinski, Larissa	Summer Pacing Calendar	6/2/2025
Leija, Christina	Makerspace - Unit Specialist	5/27/2025
Leonard, Samatha	Summer Pacing Calendar	6/2/2025
Lewis, Breshya	Makerspace - Unit Specialist	5/27/2025
Lockhart, Jamar	Makerspace Unit Specialist	5/27/2025
Lockhart, Samuel,	Makerspace Facilitators (Non-certified)	5/27/2025
Mahan, Brent	Summer Pacing Calendar	6/2/2025
Marco, Rachel	Summer Clean-up Counselor	6/2/2025
McCellan, Sidney	General Laborer	6/2/2025
McCoy, Bonnie***	ESY - PCA	6/2/2025
Means, Ashley	Summer Pacing Calendar	6/2/2025
Mitchell, Garrett	Makerspace - Unit Specialist	5/27/2025
Moon, Katherine	Makerspace Facilitators (Certified)	5/27/2025
Moore, Ami	Summer Pacing Calendar	6/2/2025
Morales, Jason	Summer Pacing Calendar	6/2/2025
Morgan, Debbie	Makerspace Facilitators (Non-certified)	5/27/2025
Morgan, Keri***	ESY - PCA	6/2/2025
Morris, Carole	Makerspace Facilitators (Certified)	5/27/2025
Norris, Andrew	Summer Bus Driver	6/2/2025
Pagan, Linette	Makerspace - Unit Specialist	5/27/2025
Patton, Dawn	Makerspace Facilitators (Certified)	5/27/2025
Perez, Patrick	Makerspace Unit Specialist	5/27/2025
Perry, Beth	Makerspace Facilitators (Certified)	5/27/2025
Phanson, Tammie	Makerspace Facilitators (Certified)	5/27/2025
Pool, Tanja	Summer Pacing Calendar	6/2/2025
Price, Amy	Summer Pacing Calendar	6/2/2025
Quarles, Virginia	Makerspace - Unit Specialist	5/27/2025
Rath, Michelle***	ESY - PCA	6/2/2025
Roberts, Lesley	Makerspace Facilitators (Certified)	5/27/2025
Rochon, Tyron	Makerspace Facilitators (Non-certified)	5/27/2025
Rogers, Charlene	Makerspace - Unit Specialist	5/27/2025
Rogers, Susan	Summer Pacing Calendar	6/2/2025
Roig, Neyra	Makerspace Facilitators (Certified)	5/27/2025

Roose, Amy	Summer Pacing Calendar	6/2/2025
Santos, Rafael	21st Century Instructor	6/2/2025
Scales, Carrie	Tutor	6/2/2025
Simon, Louvenia***	ESY - PCA	6/2/2025
Sorreles, Tina	Summer Pacing Calendar	6/2/2025
Stewart, Teresa***	ESY - PCA	6/2/2025
Tahbonemah, Ameer	Summer Pacing Calendar	6/2/2025
Thurman, Marilyn	Makerspace Facilitators (Certified)	5/27/2025
West, Delaney	Makerspace Facilitators (Certified)	5/27/2025
White, Autumn***	ESY - PCA	6/2/2025
Wood-Miller, Lisa	Summer Clean-up Counselor	6/2/2025
Zamano, Sophia	Summer Pacing Calendar	6/2/2025
Zamano, Sophia	Makerspace Facilitators (Certified)	5/27/2025
Zemlin, Jordan	Makerspace - Unit Specialist	5/27/2025
Zupper, Jessica	Makerspace - Unit Specialist	5/27/2025

**HUMAN RESOURCES**

**Personnel Report - Exhibit B**

**June 9, 2025**

**The following EMPLOYMENTS are recommended for temporary contracts during the 2025-2026 school year:**

<b><u>CERTIFIED</u></b>		
<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Aguilar, Rachel	Teacher	8/4/2025
Ballard, Timothy	Teacher	8/4/2025
Beaver, Shavodrick	Teacher/Coach	8/4/2025
Bergman, Cassandra	Teacher	8/4/2025
Bowden, DeAnthony	Teacher/Coach	8/4/2025
Burgess, Elizabeth	Teacher	8/4/2025
Butemeyer, Linda****	Counselor	8/4/2025
Cartwright, Paulajean	Teacher	8/4/2025
Cook, Tara	Assistant Principal in Training	7/19/2025
Foye, Shannon	Teacher	8/4/2025
Gilliand, Jasmin	Teacher/Coach	8/4/2025
Goad, Bailey	Teacher	8/4/2025
Grantham, Timothy	Teacher/Coach	8/4/2025
Heimbrock, Andrew	Teacher	8/4/2025
Heinz, Heather	Teacher	8/4/2025
Herringshaw, Elizabeth	Teacher	8/4/2025
Hood, Gina	Teacher	8/4/2025
Johnson, Jessica	Teacher	8/7/2025
Juarez, Librado	Teacher	8/4/2025
Krantz, Tarresa	EL Teacher	8/4/2025
LaPier, Trinity	Teacher	8/4/2025
Logan, Glen	Teacher/Coach	8/4/2025
Marshall, Jeremy	Teacher/Coach	8/4/2025
Martin, Hazeline	Teacher	8/4/2025
Matthews, Christian	Teacher/Coach	8/4/2025
Melton, Katheryn	Teacher	8/4/2025
Mendoza, Dennis	Teacher	8/4/2025
Murry, Kavis	Teacher	8/4/2025
Padilla, Avery	Teacher	8/4/2025
Powell, Ashley	Library Media Specialist	7/23/2025
Ramirez, Clara****	Teacher	8/7/2025
Recinos-Irizarry, Annabella	Counselor	7/25/2025
Reese, John	Teacher/Coach	8/4/2025
Sanford, Dewayne	Teacher	8/4/2025
Schaller, Allynda	Teacher	8/4/2025
Slater, Haley	Teacher	8/4/2025

Smith, Crista	Counselor	7/29/2025
Vanhart, Michael	Teacher	8/4/2025
Watson, Donna	Teacher	8/4/2025
Wattenbarger, Kevin	Teacher	8/4/2025
Weaver, Ethan	Teacher	8/4/2025
Williams, Marckese	Teacher	8/4/2025
Wirtz, Alyssa	Assistant Band Director	7/16/2025
Wuergler, Amber	Teacher	8/4/2025

**SUPPORT**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Barajas, Jamie	LPN	8/12/2025
Carter, Katherine	Police Officer/Reserve	5/1/2025
Ceballos, Mercy	Secretary	7/15/2025
Gilbert, Amber	Bus Driver	8/11/2025
Lindsay, Amon	Custodian	7/1/2025
Lovett, McKenzie	Occupational Therapist	8/7/2025
McBryde, Matthew	Custodian	7/1/2025
Mitchell, Aaron	Custodian	7/1/2025
Nayak, Daven	Police Officer/Reserve	5/1/2025
Perez, Luis	Custodian	7/1/2025
Puccino, Micah	Police Officer/Reserve	5/8/2025
Thomas, Derrick	Personal Care Assistant/ Assistant Football	7/1/2025
Vakselis, Dennis	Custodian	7/1/2025

**The following EMPLOYMENTS are recommended for temporary contracts during the 2024-2025 and 2025-2026 school year:**

**SUPPORT**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Carter, Katherine	Reserve Officer	4/30/2025
Nayak, Daven	Reserve Officer	4/29/2025

**The following EXTRA DUTIES have been assigned for the 2025-2026 school year:**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Buchan, Jodi	Head Cheer Coach	7/1/2025
Johnson, Nycolas	Assistant Football	7/1/2025
Palmer, Billy	Assistant Women's Soccer Coach	7/1/2025
Thomas, Derrick	Assistant Basketball Coach	7/1/2025
Walker, Jenny	Head Volleyball Coach	7/1/2025

**The following employments are recommended for employment and will be on temporary contracts during the 2025-2026 school year: Candidates must hold or obtain Oklahoma teaching certificate for FY26.**

**CERTIFIED**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Johnson, Freddie Ann	Fiest Class Coach	7/1/2025
Miller, Patricia	Accelerated Teacher	8/13/2025

Plunk, Kathy	Fiest Class Coach	7/1/2025
Prince, Calvin	Fiest Class Coach	7/1/2025
Prince, Geraldine	Fiest Class Coach	7/1/2025
Sharkey, Sandra	Fiest Class Coach	7/1/2025
Taylor, Angel	Fiest Class Coach	7/1/2025