

Norman Public Schools
Regular Meeting of the Board of Education
Monday, May 8, 2023 6:00 PM
Dr. Joseph N. Siano Administrative Services Center Room A
131 S Flood Avenue
Norman, OK 73069



[Live Stream Link: http://www.tinyurl.com/normanboe](http://www.tinyurl.com/normanboe)

Agenda

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

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

Procedural Item

II. **Pledge of Allegiance**

Procedural Item

III. **Public Communications**

Procedural Item

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

IV. **Disposition of Routine Business by Consent Action**

Action Item

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

A. **Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2022-2023)**

Consent Item

B. **Minutes for the Regular Meeting of the Board of Education April 10, 2023**

Consent Item

C. **Purchase Requests**

Consent Item

1. Data cabling for Alcott, Irving, Longfellow, and Whittier Middle Schools from DIGI Security Systems LLC
2. Installation of TV Wall Receptacle and Electrical in 178 Classrooms for Alcott, Irving, Longfellow, and Whittier Middle Schools from Wade Electric
3. Intermediate Distribution Frame Install for McKinley Elementary from Wade Electric
4. Folding Chairs and Storage Caddies for Jackson Elementary from Krueger International Inc
5. Overhead Doors for Central Kitchen from Hodges, James A - Big Red Overhead Door
6. 2023-2024 total estimated expenditures for textbooks and related instructional materials

D. **Treasurer's Report for the period through April 30, 2023**

Consent Item

E. **Investment Report (presented for information only)**

Consent Item

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

Consent Item

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

Consent Item

- H. **Agreements, Contracts and Renewals for Fiscal Year 2022-2023**
 - Consent Item**
 - 1. **VIRTUAL / ALTERNATIVE EDUCATION (Paul Tryggestad)**
 - a. Imagine Learning (ExpandED) Agreement for Summer School Digital Libraries and internet-based learning management software
 - 2. **OPERATIONAL SERVICES (Justin Milner) Facilities Management**
 - a. John Gilmore J & C2 LLC, Locksmith Service Agreement
 - b. Advanced Commercial Painting Service Agreement
- I. **Agreements, Contracts and Renewals for Fiscal Year 2023-2024**
 - Consent Item**
 - 1. **OPERATIONAL SERVICES (Justin Milner)**
 - Consent Item**
 - Operations**
 - a. Facilitron, Inc. Online Facilities Rental Storefront Agreement
 - b. Cleveland County Sheriff's Office Agreement for a School Resource Officer at Dimensions Academy
 - Facilities Management**
 - a. FacilityONE Service Agreement
 - b. Advanced Commercial Painting Service Agreement
 - c. Allstate Termite and Pest Solutions Agreement for Pest Management Services
 - Emergency Management**
 - a. The Board of Regents of the University of Oklahoma Emergency Preparedness and Response Memorandum of Understanding
 - b. Cleveland County Memorandum of Agreement for the use of facilities/equipment as an emergency evacuation site for students
 - Transportation**
 - a. Clean Uniform Company Service Agreement for Transportation Services Department
 - b. Midwest Bus Sales Service Agreement
 - c. Zonar Terms & License Agreement For Hardware Use, Data Transmission, & Data Storage Services
 - d. Compliance Resource Group Agreement for Employee Drug Testing
 - e. Enterprise FM Trust Fleet Management Master Equity Agreement
 - f. Holt Truck Centers of Oklahoma Diagnostic Subscription Agreement
 - g. Mitchell1 Subscription Service Agreement
 - h. Syntech Fuellmaster Fuel Management System Maintenance Agreement
 - i. Transfinder Statement of Work and Hosted License Agreement
 - 2. **BUSINESS SERVICES (Brenda Burkett)**
 - Consent Item**
 - a. Cotton Gallery, Ltd. for Sale of Product at Wal-Mart Stores Consent Form
 - b. BLX Group, LLC Arbitrage Rebate Compliance Services Agreement
 - c. Rally House Consent Form for Sale of Product at Local Retailers
 - d. Pension Solutions Third-Party Administration expense proposal for Norman Public Schools Single Vendor 403(b) Plan
 - e. Engagement Letter with Eide Bailly for Auditing Services for the 2022-2023 school year and related services for the 2023-2024 school year
 - 3. **PERSONNEL SERVICES (Holly Nevels)**
 - Consent Item**
 - a. Oklahoma State School Boards Association Service Agreement for Unemployment Services (OSSBA Employment Services)
 - 4. **COUNSELING & STUDENT ADVOCACY (Kitrena Hime)**
 - Consent Item**
 - a. Bethesda, Inc. Services Agreement
 - b. Committee for Children Contract to provide social emotional learning, bullying prevention and child protection resources and implementation and support services.
 - c. Assistance League of Norman Agreement for Operation School Bell
 - d. Central Oklahoma Community Mental Health Center (COCMHC) Agreement for Mental Health Therapeutic Clinical Services
 - 5. **EDUCATIONAL SERVICES - MEDIA SERVICES (Amanda Kordeliski)**
 - Consent Item**
 - a. Canva for Education Subscription Service Agreement renewal
 - 6. **TECHNOLOGY SERVICES (Christy Fisher)**
 - Consent Item**
 - a. Resolution for Schools and Libraries Universal Services (E-Rate) for 2023-2024 - This resolution authorizes filing of the Form 471 applications for funding year 2023-2024 and the payment of the applicant's share upon approval of funding and receipt of services
 - b. Ratify Equipment Lease and Maintenance Agreement with Oklahoma Copier Solutions

- c. Dell Switch Support Renewal - Prosupport Next Business Day Onsite Service after Problem Diagnosis
 - d. United Systems for SmartNet for District Wide
 - e. United Systems Lightspeed Content Filter software Subscription
 - f. United Systems, Inc. Managed Firewall and Security Software Subscription Agreement
 - g. United Systems Aruba Mobility Master Virtual License renewal for district wide use
 - h. United Systems, Master Services Agreement
 - i. United Systems, Managed Cyber Security Protection Subscription Agreement
 - j. United Systems for Cisco Flex for District Wide
 - k. Ratify Master Services Agreement with Kellogg & Sovereign® Consulting, LLC - renewal of an agreement to provide management services to assist with the E-Rate (a) Fee Schedule for Professional E-Rate Management & OUSF Compliance Services program filing and compliance and the OUSF (Oklahoma -Universal Services Fund) program compliance and documentation, (b) E-Rate Letter of Agency 2023-24, (c) Fee schedule for FCC's Emergency Connectivity Fund
7. **SPECIAL SERVICES (Gayla Mears)**
Consent Item
- a. Special Services Agreement with Crossroads Youth & Family Services, Inc Head Start/Early Head Start (Crossroads HS/EHS)
 - b. Agreement for Educational Services with Crossroads Youth & Family Services, Inc. at the Emergency Juvenile Shelter
 - c. Agreement for Assistive Technology Services with Ashleigh Moon
 - d. Tech-Now Site Agreement between Tech-Now Inc and NPS to establish and support a Tech-Now Oklahoma High School Tech program for students with disabilities (an in-school program).
 - e. Contract with Cleveland County Health Department to Provide Instructional Services for Children Enrolled in the Early Foundations Program (EF)
 - f. Kids Choice Therapy and Play Center (Kids Choice) Memorandum of Understanding to provide Private Applied Behavior Analysis (ABA) therapy for Students in a School Setting
 - g. Heather Eisel Behavioral Consultation and Evaluation Services Agreement
 - h. Addendum to Agreement for Education Services with the Office of Juvenile Affairs - Preventing Recidivism through Opportunities, Mentoring, Interventions, Support, and Education (PROMISE), between the district and OJA offering education opportunities for youth with OJA through collaboration.
 - i. NewView Oklahoma Agreement for Vision Related Services
 - j. Hearts for Hearing Agreement for Audiological Services
8. **HEALTH SERVICES (Beth Roberson)**
Consent Item
- a. Norman Regional Hospital Authority Virtual Care Services Agreement
 - b. Oklahoma City Community College (OCCC) Clinical Affiliation Agreement
 - c. University of Oklahoma Board of Regents College of Public Health Fieldwork Experience Agreement
9. **ALTERNATIVE EDUCATION (Paul Tryggestad)**
Consent Item
- a. Crossroads Youth and Family Services, Inc. and Junior League of Norman, Inc. Educational Services Agreement at Baby Steps
 - b. Imagine Learning (ExpandED) Agreement for district wide internet-based learning management software Edgenuity and Odysseyware licenses
10. **EDUCATIONAL SERVICES - (Holly McKinney)**
Consent Item
- a. AlphaBest Education, Inc. Before and After School Child Care Service Agreement
- J. **Contract for Construction Management Services between Norman Public Schools and Manhattan Construction Company**
Consent Item
- K. **Property Damage Release for Irving Middle School between Center for Children and Families, Inc. and Norman Public Schools**
Consent Item
- L. **Contract for Engineering Services between Norman Public Schools and Parkhill**
Consent Item
- M. **Activity Fund Raising Reports with Proposed Events for the 2022-2023 School Year**
Consent Item
- 1. Alcott Middle School Spanish Club
- V. **Additional Agenda Items**
Procedural Item
- A. **Proposed Revisions in Board of Education Policy 2006 - Fiscal Management**
Presented by Brenda Burkett for Action

- Action Item**

VI. **New Business: New business refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 § 311(A)(9).**
Procedural Item
- VII. **Administrative Staff Reports**
Procedural Item
- VIII. **Board of Education Reports**
Procedural Item
- IX. **Adjournment**
Procedural Item

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

 Signature

CERTIFICATE OF POSTING

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District No. 29 of Cleveland County, Oklahoma, hereby certify that I posted a true and correct copy of the foregoing Public Notice and Agenda at the Dr. Joseph N. Siano Administrative Services Center Room A, 131 South Flood Avenue, in the City of Norman, on the _____ day of _____, 2023, at _____ o'clock _____.M.

 Cathy Sasser, Board Clerk, Board of Education

(Seal)

Memorandum

To: Cathy Sasser, Clerk of the Board
From: Janine Warren
Date: May 8, 2023
Re: Purchase Order History (Board Meeting 5/08/23)
Report Period: 04/04/23 to 05/01/23

Fiscal Year 23:

Purchase Orders: #23007257 - #23008138

General Fund	\$ 1,969,459.54
Building Fund	195,000.00
Child Nutrition	15,163.35
Bond Funds	5,868,079.49
Sinking Funds	-
Trust Funds	500.00
School Activity Fund	259,456.16

NORMAN PUBLIC SCHOOLS - LIVE



OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/04/2023 TO 05/01/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Line Description
DETAILS FOR ACCOUNT: 11.0000.00000.030.0000.0000.000.000. WAREHOUSE INVENTORY							
23007505	001	013352	TIMBER CREEK PAPER INC	04/11/23	3,325.60	3,325.60	PAPER, CARDSTOCK WHT 8.5X11 ASTRO
					3,325.60	3,325.60	
DETAILS FOR ACCOUNT: 11.0000.52620.411.0000.0000.000.001. BUILD OP-WATER/SEWER SERV							
23007760	001	000456	EUREKA WATER COMPANY	04/18/23	3,000.00	3,000.00	BLANKET PO FOR DISTRICT WATER FOR
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 11.0003.51000.611.0100.1050.000.130. INSTR-GENERAL OFFICE SUPPLIES							
23007416	001	013414	ODP BUSINESS SOLUTIONS LLC	04/07/23	400.00	400.00	PO TO PURCHASE CONSTRUCTION PAPER
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0003.51000.611.0100.1050.000.151. PAPER SUPPLIES							
23007731	001	000257	BLICK ART MATERIALS	04/17/23	600.00	600.00	MULTIPLE COLORS TO PROVIDE CLASSR
					600.00	600.00	
DETAILS FOR ACCOUNT: 11.0003.51000.611.0100.1050.000.155. INSTR-GENERAL OFFICE SUPPLIES							
23008017	001	500000	AMAZON.COM	04/25/23	227.00	227.00	PAPER SUPPLIES FOR CLASSROOM USE
					227.00	227.00	
DETAILS FOR ACCOUNT: 11.0003.51000.619.0100.1050.000.130. INSTR-GENERAL OFFICE SUPPLIES							
23007417	001	013414	ODP BUSINESS SOLUTIONS LLC	04/07/23	189.00	189.00	PO TO PURCHASE OFFICE/SCHOOL SUPP
					189.00	189.00	
DETAILS FOR ACCOUNT: 11.0003.51000.682.0430.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
23007397	001	001225	WALMART STORES INC	04/07/23	200.00	200.00	COOKING SUPPLIES FOR COOKING LABS
23007400	001	010413	PARTY CITY CORPORTATION - PAR	04/07/23	60.00	60.00	DECORATIONS FOR SENIOR CELEBRATIO
					260.00	260.00	
DETAILS FOR ACCOUNT: 11.0003.52199.619.0239.0000.000.502. GENERAL OFFICE SUPPLIES							
23007765	001	500000	AMAZON.COM	04/18/23	150.00	150.00	CLASSROOM/OFFICE SUPPLIES, ECT 20
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0003.52199.810.0251.0000.000.155. DUES AND FEES							
23007612	001	012200	JP MORGAN CHASE BANK NA	04/17/23	40.00	40.00	REGISTRATION FOR JOHNNIE KEEL AND
					40.00	40.00	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0000.0000.000.151. GENERAL OFFICE SUPPLIES							
23007729	001	500001	AMAZON MARKETPLACE	04/17/23	500.00	500.00	OFFICE SUPPLIES FOR STOCK CABINET
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0000.0000.000.502. PRINC OFF-GEN OFFICE SUPPLIES							
23007281	001	500000	AMAZON.COM	04/05/23	796.12	796.12	OFFICE SUPPLIES, ECT
					796.12	796.12	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0100.1050.000.155. GENERAL OFFICE SUPPLIES							
23008018	001	500000	AMAZON.COM	04/25/23	217.00	217.00	VARIOUS OFFICE SUPPLIES FOR FRONT
23008019	001	000389	OFFICE DEPOT	04/25/23	190.00	190.00	VARIOUS OFFICE SUPPLIES FOR FRONT
23008044	001	000382	HOME DEPOT USA INC	04/25/23	568.73	568.73	LADDER FOR USE IN MUSIC PROGRAMS
					975.73	975.73	

NORMAN PUBLIC SCHOOLS - LIVE



OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/04/2023 TO 05/01/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0003.52410.619.0100.1050.000.165. PRINC OFF-GEN OFFICE SUPPLIES							
23008023	001	500000	AMAZON.COM	04/25/23	195.00	195.00	CLASSROOM SUPPLIES: 3 PACKS TEMPE
					195.00	195.00	
DETAILS FOR ACCOUNT: 11.0003.52410.619.0430.0000.000.740. PRINC OFF-GEN OFFICE SUPPLIES							
23007398	001	001188	WESTCO LAMINATING SERVICES	04/07/23	160.00	160.00	2 BOXES OF LAMINATING FILM
23007399	001	010328	OKLAHOMA SCHOOL PICTURES LLC	04/07/23	225.00	225.00	5X7 SENIOR PICTURES
					385.00	385.00	
DETAILS FOR ACCOUNT: 11.0003.52410.653.0000.0000.000.120. PRINC OFF-COMPUTERS							
23007570	001	003608	CHICKASAW PERSONAL COMMUNICAT	04/14/23	200.00	200.00	BATTERIES FOR WALKIE TALKIES
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0007.51000.619.0239.0000.000.089. INSTR-GENERAL OFFICE SUPPLIES							
23007700	001	001225	WALMART STORES INC	04/17/23	500.00	500.00	BLANKET PCARD FOR CLASSROOM SUPPL
23007705	001	000389	OFFICE DEPOT	04/17/23	500.00	500.00	BLANKET PCARD FOR CLASSROOM SUPPL
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0007.51000.653.0239.0000.000.089. TECH RELATED SUPPLIES							
23007805	001	000824	APPLE INC	04/18/23	299.99	299.99	LAMP APP FOR LIFE - PROMOTION SAL
					299.99	299.99	
DETAILS FOR ACCOUNT: 11.0007.52319.522.0000.0000.000.089. OTH BOE-LIABILITY INSURANCE							
23007499	001	011635	WILKINSON, JESSICA	04/11/23	93.00	93.00	REIMBURSEMENT FOR LIABILITY INSUR
					93.00	93.00	
DETAILS FOR ACCOUNT: 11.0008.52314.311.0000.0000.000.001. ELECTION-BOE SERV							
23007778	001	001760	CLEVELAND COUNTY ELECTION BOA	04/18/23	3,028.23	3,028.23	ADDITIONAL ELECTION EXPENSES BOE/
					3,028.23	3,028.23	
DETAILS FOR ACCOUNT: 11.0008.52319.337.0000.0000.000.001. OTH PROFESSIONAL SERVICES							
23008106	001	000591	B&C APPAREL LLC	05/01/23	24.00	24.00	EMBROIDERY GRAD STOLES FOR NPS BO
					24.00	24.00	
DETAILS FOR ACCOUNT: 11.0008.52319.810.0000.0000.000.001. OTH BOE-DUES AND FEES							
23007916	001	000734	OKLAHOMA STATE SCHOOL BOARDS	04/19/23	300.00	300.00	REGISTRATION FOR BOARD MEMBER TO
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0008.52321.810.0000.0000.000.001. SUPT OFF-DUES AND FEES							
23007663	001	012587	AMERICAN ASSOCIATION OF SCHOO	04/17/23	470.00	470.00	AASA THE SCHOOL SUPERINTENDENT AS
					470.00	470.00	
DETAILS FOR ACCOUNT: 11.0008.52573.860.0000.0000.000.001. INSERV TRAIN-STAFF REG & TUITI							
23007656	001	001989	UNITED SUBURBAN SCHOOLS ASSOC	04/17/23	50.00	50.00	REGISTRATION FEE FOR DR. MIGLIORN
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.0009.52340.581.0000.0000.000.001. IN DISTRICT TRAVEL							
23007809	001	001433	MILNER, JUSTIN D	04/18/23	1,000.00	1,000.00	MILEAGE AND TRAVEL REIMBURSEMENT
23007810	001	001153	ECKERT, NATALIE	04/18/23	500.00	500.00	MILEAGE REIMBURSEMENT
					1,500.00	1,500.00	

NORMAN PUBLIC SCHOOLS - LIVE



OPEN PURCHASE ORDERS BY ACCOUNT

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DATE RANGE: 04/04/2023 TO 05/01/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0009.52620.810.0000.0000.000.050. DUES AND FEES							
23007631	001	012979	FLESKE HOLDING COMPANY LLC	04/17/23	15,000.00	15,000.00	TO COVER ASSIGNMENT OF PURCHASE A
					15,000.00	15,000.00	
DETAILS FOR ACCOUNT: 11.0010.51000.320.0100.1050.000.050. PROFESSIONAL EDUCATION SERVICE							
23007897	001	012394	KELLY SERVICES, INC.	04/18/23	500,000.00	500,000.00	SUBSTITUTES FOR FY23
					500,000.00	500,000.00	
DETAILS FOR ACCOUNT: 11.0011.52212.641.0000.0000.000.001. INST & CURR DEV-BOOKS							
23007657	001	500000	AMAZON.COM	04/17/23	300.00	300.00	BOOKS FOR CURRICULUM FOR ANN ROSA
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0011.52212.673.0000.0000.000.001. PORTABLE DEVICES							
23007358	001	000824	APPLE INC	04/06/23	2,788.00	2,788.00	16-INCH MACBOOK PRO APPLE M2 PRO
					2,788.00	2,788.00	
DETAILS FOR ACCOUNT: 11.0012.52317.354.0000.0000.000.001. GEN COUNSEL-BOARD REPR							
23007501	001	700014	OFFICE OF THE ATTORNEY GENERA	04/11/23	1,616.00	1,616.00	REVIEW OF GENERAL OBLIGATION COMB
23007501	002	700014	OFFICE OF THE ATTORNEY GENERA	04/11/23	1,044.00	1,044.00	REVIEW OF GENERAL OBLIGATION BOND
					2,660.00	2,660.00	
DETAILS FOR ACCOUNT: 11.0012.52340.582.0000.0000.000.001. OUT OF DISTRICT TRAVEL							
23007890	001	002165	GRISSOM, DEVIN	04/18/23	361.75	361.75	MILEAGE FOR OUT OF DISTRICT TRAVE
23007891	001	012468	STYLES, REBECCA	04/18/23	2,100.00	2,100.00	MILEAGE FOR OUT OF DISTRICT TRAVE
					2,461.75	2,461.75	
DETAILS FOR ACCOUNT: 11.0012.52511.581.0000.0000.000.050. BUSINESS-IN DISTRICT TRAVEL							
23007704	001	013503	SEMTNER, MEGAN	04/17/23	100.00	100.00	REIMBURSE FOR MILEAGE TO BANK OF
23007895	001	005958	WHITE, ROBERTA	04/18/23	85.00	85.00	REIMBURSE MILEAGE TO BANK OF OKLA
					185.00	185.00	
DETAILS FOR ACCOUNT: 11.0012.52560.540.0000.0000.000.001. INFO SERV-ADVERTISING							
23007489	001	000206	NEWSPAPER HOLDINGS INC	04/10/23	400.00	400.00	LEGAL ADVERTISING FOR 2022-23
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0013.52323.337.0410.0000.000.088. OTH PROFESSIONAL SERVICES							
23007658	001	013736	PROPIO LS LLC	04/17/23	2,000.00	2,000.00	DISTRICT WIDE INTERPRETER SERVICE
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.0015.51000.641.0100.4000.000.710. BOOKS							
23007709	001	500000	AMAZON.COM	04/17/23	1,500.00	1,500.00	JESSICA ESCHBACH ASSORTED BOOKS F
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 11.0015.52212.619.0000.0000.000.088. INST & CURR-GEN OFFICE SUPPLIE							
23007635	001	500000	AMAZON.COM	04/17/23	100.00	100.00	MISCELLANEOUS OFFICE SUPPLIES FOR
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0016.51000.581.0100.3000.000.705. IN DISTRICT TRAVEL							
23007440	001	013556	PATTERSON, GIORGIA	04/10/23	500.00	500.00	MILEAGE REIMBURSEMENT FOR GIORGIA
					500.00	500.00	

NORMAN PUBLIC SCHOOLS - LIVE



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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0016.51000.656.0100.0000.000.088. MACHINERY							
23007662	001	000015	STAPLES CONTRACT & COMMERCIAL	04/17/23	900.00	900.00	SHREDDER FOR PDC/FINE ARTS OFFICE
					900.00	900.00	
DETAILS FOR ACCOUNT: 11.0016.51000.656.0100.4022.000.705. MACHINERY							
23007628	001	500000	AMAZON.COM	04/17/23	315.00	315.00	SEWING MACHINE, SUPPLIES FOR NHS
					315.00	315.00	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1183.000.501. INSTR-COCURRICULAR SUPPLIES							
23007721	001	500000	AMAZON.COM	04/17/23	204.30	204.30	SUPPLIES FOR AMS ORCH STUDENTS
					204.30	204.30	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1183.000.504. INSTR-COCURRICULAR SUPPLIES							
23007618	001	500000	AMAZON.COM	04/17/23	204.30	204.30	SUPPLIES FOR WMS ORCHESTRA STUDEN
					204.30	204.30	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1187.000.502. INSTR-COCURRICULAR SUPPLIES							
23007722	001	000759	PENDER'S MUSIC COMPANY	04/17/23	306.00	306.00	MUSIC/SUPPLIES FOR LMS VOCAL MUSI
					306.00	306.00	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1187.000.504. INSTR-COCURRICULAR SUPPLIES							
23007315	001	000125	JW PEPPER & SON INC	04/05/23	149.00	149.00	SHEET MUSIC/SCORES/SUPPLIES FOR W
					149.00	149.00	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1195.000.500. INSTR-COCURRICULAR SUPPLIES							
23007720	001	000585	GILLIAM MUSIC COMPANY	04/17/23	204.30	204.30	SUPPLIES/MUSIC FOR IMS BAND
					204.30	204.30	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.1195.000.502. INSTR-COCURRICULAR SUPPLIES							
23007314	001	000585	GILLIAM MUSIC COMPANY	04/05/23	204.30	204.30	SUPPLIES/MUSIC FOR LMS BAND
					204.30	204.30	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.2811.000.705. COCURRICULAR SUPPLIES							
23007280	001	500000	AMAZON.COM	04/05/23	366.23	366.23	VISUAL ART SUPPLIES
					366.23	366.23	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.3004.000.710. INSTR-COCURRICULAR SUPPLIES							
23007364	001	006294	PALEN MUSIC CENTER	04/06/23	1,020.60	1,020.60	BASS DRUM STAND
					1,020.60	1,020.60	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.3074.000.705. COCURRICULAR SUPPLIES							
23007316	001	000759	PENDER'S MUSIC COMPANY	04/05/23	1,020.60	1,020.60	SHEET MUSIC/SUPPLIES FOR NHS VOCA
					1,020.60	1,020.60	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.4018.000.710. COCURRICULAR SUPPLIES							
23007348	001	500000	AMAZON.COM	04/06/23	255.15	255.15	BOOKS AND WRITTEN MATERIALS FOR N
					255.15	255.15	
DETAILS FOR ACCOUNT: 11.0016.51000.681.0100.4022.000.705. COCURRICULAR SUPPLIES							
23007630	001	002365	BMI SUPPLY	04/17/23	50.00	50.00	SUPPLIES FOR NHS DRAMA STUDENTS
					50.00	50.00	

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DETAILS FOR ACCOUNT: 11.0016.52199.683.0100.4022.000.710. EXTRA CURRICULAR SUPPLIES							
23007301	001	500000	AMAZON.COM	04/05/23	129.50	129.50	PROPS/SUPPLIES FOR SPRING PLAY
					129.50	129.50	
DETAILS FOR ACCOUNT: 11.0016.52340.611.0000.0000.000.088. OTH GEN ADMIN-PAPER SUPPLIES							
23007349	001	730109	UNIVERSITY OF OKLAHOMA	04/06/23	750.00	750.00	PAPER FOR PRINTING PROGRAMS
					750.00	750.00	
DETAILS FOR ACCOUNT: 11.0016.52640.439.0100.3002.000.088. OTHER EQUIPMENT & VEHICLE SERV							
23007648	001	000585	GILLIAM MUSIC COMPANY	04/17/23	1,615.00	1,615.00	WMS BAND INSTRUMENT REPAIRS
23007650	001	000585	GILLIAM MUSIC COMPANY	04/17/23	2,986.00	2,986.00	LMS BAND INSTRUMENT REPAIR
23007651	001	000585	GILLIAM MUSIC COMPANY	04/17/23	1,615.00	1,615.00	AMS BAND INSTRUMENT REPAIRS
23007653	001	006294	PALEN MUSIC CENTER	04/17/23	1,523.00	1,523.00	IMS BAND INSTRUMENT REPAIR
23007945	001	006294	PALEN MUSIC CENTER	04/21/23	4,417.00	4,417.00	NHS BAND INSTRUMENT REPAIR
23007947	001	006294	PALEN MUSIC CENTER	04/21/23	5,212.00	5,212.00	NNHS BAND INSTRUMENT REPAIR
23007948	001	010624	CONTRERAS, CHRISTOPHER DAVID	04/21/23	2,529.23	2,529.23	ORCHESTRA INSTRUMENT REPAIR
					19,897.23	19,897.23	
DETAILS FOR ACCOUNT: 11.0016.52720.513.0000.2800.000.050. VEH OP-STUD TRANS OUTSIDE AGEN							
23007564	001	003135	VILLAGE CHARTERS INC	04/14/23	700.00	700.00	CHARTER BUS FOR OSSAA STATE SPEEC
					700.00	700.00	
DETAILS FOR ACCOUNT: 11.0019.52132.616.0000.0000.000.050. MEDICAL-FIRST AID SUPPLIES							
23007795	001	500000	AMAZON.COM	04/18/23	2,625.00	2,625.00	25 GEL PACKS 4PK FRIDGE THERMS 6/
23007811	001	001232	SAM'S EAST INC	04/18/23	970.00	970.00	2/DOCUMENT BOXES 5PK 20/ALWAYS TH
					3,595.00	3,595.00	
DETAILS FOR ACCOUNT: 11.0019.52132.619.0000.0000.000.050. MEDICAL-GENERAL OFFICE SUPPLIE							
23007804	001	500000	AMAZON.COM	04/18/23	945.89	945.89	4 HEATING PAD MULTI PURPOSE BAG,
					945.89	945.89	
DETAILS FOR ACCOUNT: 11.0019.52132.657.0000.0000.000.050. UNIFORMS							
23007639	001	500000	AMAZON.COM	04/17/23	59.94	59.94	COLOMBIA JACKET FOR ALLCOT NURSE
					59.94	59.94	
DETAILS FOR ACCOUNT: 11.0019.52620.431.0000.0000.000.050. NONTECHNOLOGY SERVICES							
23007968	001	014003	EARNEST RESTORATIONS INC	04/24/23	115.00	115.00	REPAIRS FOR TWO RECOVERY BEDS WER
					115.00	115.00	
DETAILS FOR ACCOUNT: 11.0020.52240.614.0251.0000.000.050. TESTING SUPPLIES & MATERIALS							
23007794	001	000854	COLLEGE ENTRANCE EXAMINATION	04/18/23	13,116.00	13,116.00	ITEM 140046212 PSAT 8/9 EPP FIXED
23007794	002	000854	COLLEGE ENTRANCE EXAMINATION	04/18/23	13,788.00	13,788.00	ITEM 140046213 PSAT 8/9 EPP FIXED
					26,904.00	26,904.00	
DETAILS FOR ACCOUNT: 11.0022.51000.449.0800.3330.000.050. OTHER RENTALS OR LEASE SERVICE							
23007646	001	730007	UNIVERSITY OF OKLAHOMA	04/17/23	12,331.34	12,331.34	SPRING SWIM RENTAL
					12,331.34	12,331.34	
DETAILS FOR ACCOUNT: 11.0025.52220.619.0000.0000.000.092. LIBR MEDIA-GEN OFFICE SUPPLIES							
23007833	001	000041	B & H PHOTO & ELECTRONICS	04/18/23	275.00	275.00	SUPPLIES FOR LIBRARY SERVICES
23007858	001	500000	AMAZON.COM	04/18/23	150.00	150.00	SUPPLIES FOR LIBRARY SERVICES
					425.00	425.00	

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DETAILS FOR ACCOUNT: 11.0025.52220.619.0000.0000.000.170. LIBR MEDIA-GEN OFFICE SUPPLIES							
23007824	001	000271	DEMCO INC	04/18/23	120.00	120.00	SUPPLIES FOR DIMS LIBRARY
					120.00	120.00	
DETAILS FOR ACCOUNT: 11.0025.52220.640.0000.0000.000.740. EBOOKS							
23007605	001	005874	OVERDRIVE INC	04/17/23	200.00	200.00	DIMENSIONS SECONDARY LIBRARY EBOO
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.107. LIBR MEDIA-BOOKS							
23007710	001	000054	BARNES & NOBLE BOOKSELLERS	04/17/23	35.00	35.00	BOOKS FOR LAKEVIEW LIBRARY
					35.00	35.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.110. LIBR MEDIA-BOOKS							
23007715	001	000054	BARNES & NOBLE BOOKSELLERS	04/17/23	20.00	20.00	BOOKS FOR ADAMS LIBRARY
					20.00	20.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.112. LIBR MEDIA-BOOKS							
23007716	001	000054	BARNES & NOBLE BOOKSELLERS	04/17/23	29.00	29.00	BOOKS FOR CLEVELAND LIBRARY
					29.00	29.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.115. LIBR MEDIA-BOOKS							
23007717	001	000054	BARNES & NOBLE BOOKSELLERS	04/17/23	72.00	72.00	BOOKS FOR JACKSON LIBRARY
					72.00	72.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.120. LIBR MEDIA-BOOKS							
23007718	001	000054	BARNES & NOBLE BOOKSELLERS	04/17/23	50.00	50.00	BOOKS FOR JEFFERSON LIBRARY
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.145. LIBR MEDIA-BOOKS							
23007750	001	000054	BARNES & NOBLE BOOKSELLERS	04/18/23	40.00	40.00	BOOKS FOR WILSON LIBRARY
					40.00	40.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.151. BOOKS							
23007807	001	000054	BARNES & NOBLE BOOKSELLERS	04/18/23	40.00	40.00	BOOKS FOR REAGAN LIBRARY
					40.00	40.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.153. LIBR MEDIA-BOOKS							
23007828	001	000054	BARNES & NOBLE BOOKSELLERS	04/18/23	28.00	28.00	BOOKS FOR ROOSEVELT LIBRARY
					28.00	28.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.165. LIBR MEDIA-BOOKS							
23007829	001	000054	BARNES & NOBLE BOOKSELLERS	04/18/23	32.00	32.00	BOOKS FOR TRUMAN PRIMARY LIBRARY
					32.00	32.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.501. LIBR MEDIA-BOOKS							
23007830	001	000054	BARNES & NOBLE BOOKSELLERS	04/18/23	63.00	63.00	BOOKS FOR ALCOTT LIBRARY
					63.00	63.00	
DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.705. LIBR MEDIA-BOOKS							
23007831	001	000054	BARNES & NOBLE BOOKSELLERS	04/18/23	100.00	100.00	BOOKS FOR NHS LIBRARY
					100.00	100.00	

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DETAILS FOR ACCOUNT: 11.0025.52220.641.0000.0000.000.710. LIBR MEDIA-BOOKS							
23007832	001	000054	BARNES & NOBLE BOOKSELLERS	04/18/23	45.00	45.00	BOOKS FOR NNHS LIBRARY
					45.00	45.00	
DETAILS FOR ACCOUNT: 11.0025.52340.581.0000.0000.000.092. IN DISTRICT TRAVEL							
23007825	001	013914	SATTERLEE, EMMA	04/18/23	100.00	100.00	IN-DISTRICT MILEAGE
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0025.52340.653.0000.0000.000.092. OTH GEN ADMIN-COMPUTERS							
23007840	001	000824	APPLE INC	04/18/23	7,836.00	7,836.00	16-INCH MACBOOK PRO - SPACE GRAY
					7,836.00	7,836.00	
DETAILS FOR ACCOUNT: 11.0027.52213.581.0000.0000.000.090. INST STAFF TRAIN-IN DIST TRAVE							
23007786	001	013097	SEYMORE, SARAH	04/18/23	500.00	500.00	MILEAGE FOR SARAH SEYMORE
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0027.52340.619.0000.0000.000.090. GENERAL OFFICE SUPPLIES							
23007899	001	500001	AMAZON MARKETPLACE	04/18/23	100.00	100.00	OFFICE SUPPLIES FOR PDC
23007900	001	500000	AMAZON.COM	04/18/23	100.00	100.00	SUPPLIES FOR PDC
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0029.52620.424.0000.0000.000.050. BUILD OP-EXTERMINATION SERV							
23007859	001	011913	TERMINIX INTERNATIONAL CO LLC	04/18/23	15,000.00	15,000.00	PEST CONTROL SERVICE
					15,000.00	15,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.433.0000.0000.000.050. COOLING SERVICES							
23007818	001	013871	STREETS LLC	04/18/23	25,000.00	25,000.00	HVAC SERVICE
					25,000.00	25,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.438.0000.0000.000.050. BUILD OP-OTH BUILDING SERV							
23008074	001	000543	JACKSON BOILER AND TANK CO	04/27/23	5,000.00	5,000.00	BOILER SERVICE/SUPPLIES UNEXPECTE
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.455.0000.0000.000.050. BUILD OP-MASON/CNCRT/PLASTER							
23008075	001	013107	CHARQUENO, SALOME	04/27/23	15,000.00	15,000.00	SERVICE FOR CONCRETE WORK UNEXPEC
					15,000.00	15,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.618.0000.0000.000.050. BUILD OP-CLEAN & MAINT SUP							
23007268	001	002064	PERFORMANCE SURFACES LLC	04/05/23	450.00	450.00	BLEACHER SEATING PARTS
23007282	001	000311	SPEC BUILDING MATERIALS	04/05/23	5,000.00	5,000.00	ROOFING SUPPLIES
23007527	001	013215	AIR PRODUCTS SUPPLY CO	04/12/23	10,000.00	10,000.00	HVAC SUPPLIES
23007529	001	006530	RUSSELL INTERIORS INC	04/12/23	7,000.00	7,000.00	BLINDS
23007698	001	010567	TY-LIND AUTO PARTS LLC - NAPA	04/17/23	2,000.00	2,000.00	MISC SUPPLIES
23007699	001	010130	FERGUSON ENTERPRISES INC	04/17/23	2,000.00	2,000.00	PLUMBING SUPPLIES
23007702	001	000217	SHERWIN WILLIAMS COMPANY	04/17/23	3,000.00	3,000.00	PAINTING SUPPLIES
23007703	001	013692	BBM STEEL BUILDINGS LLC	04/17/23	2,000.00	2,000.00	SHEET METAL
23007798	001	000127	UNITED REFRIGERATION INC	04/18/23	30,000.00	30,000.00	HVAC SUPPLIES
23007816	001	001522	HAGAR RESTAURANT EQUIPMENT SE	04/18/23	5,000.00	5,000.00	HVAC/APPLIANCE SUPPLIES
23007820	001	013734	BOUDREAU, JAMES L	04/18/23	5,000.00	5,000.00	SIGNS
23007973	001	001427	METRO TURF OPE	04/24/23	2,500.00	2,500.00	MOWER/TRACTOR SUPPLIES
23007974	001	001605	SOONER RUBBER PRODUCTS CO	04/24/23	500.00	500.00	HOSES,FITTINGS, PIPE SUPPLIES

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23007976	001	001234	BIG RED SUPPLY INC	04/24/23	10,000.00	10,000.00	PLUMBING SUPPLIES
23007978	001	000433	LOCKE SUPPLY COMPANY	04/24/23	5,000.00	5,000.00	MISC SUPPLIES
23007985	001	001322	L&W SUPPLY	04/24/23	5,000.00	5,000.00	ROOFING & CEILING SUPPLIES
23008003	001	013241	GREG BRYANT ENTERPRISES INC	04/24/23	5,000.00	5,000.00	SERVICE/SUPPLIES
23008071	001	001234	BIG RED SUPPLY INC	04/27/23	8,000.00	8,000.00	PLUMBING SUPPLIES UNEXPECTED/EMER
					107,450.00	107,450.00	
DETAILS FOR ACCOUNT:		11.0029.52620.618.0000.0000.000.095. BUILD			OP-CLEAN & MAINT SUP		
23007819	001	001260	NOAH'S PARK & PLAYGROUNDS	04/18/23	8,000.00	8,000.00	PLAYGROUND SUPPLIES
23008070	001	003645	ORANGE POWER GROUP LLC-DITCH	04/27/23	1,500.00	1,500.00	MISC SUPPLIES FOR TRENCHER/DITCH
					9,500.00	9,500.00	
DETAILS FOR ACCOUNT:		11.0029.52620.618.0000.0000.000.112. BUILD			OP-CLEAN & MAINT SUP		
23007821	001	000276	GAME TIME	04/18/23	267.21	267.21	HDPE SEAT OMNIA #2017001134
23007821	002	000276	GAME TIME	04/18/23	66.06	66.06	ATTACHMENT HARDWARE FOR SEAT OMNI
23007821	003	000276	GAME TIME	04/18/23	296.10	296.10	FREIGHT OMNIA #2017001134
					629.37	629.37	
DETAILS FOR ACCOUNT:		11.0029.52620.618.0000.0000.000.115. BUILD			OP-CLEAN & MAINT SUP		
23007946	001	008634	ELM CREEK GRAVEL LLC	04/21/23	1,860.00	1,860.00	JACKSON PLAYGROUND BEDDING
					1,860.00	1,860.00	
DETAILS FOR ACCOUNT:		11.0029.52620.618.0000.0000.000.153. BUILD			OP-CLEAN & MAINT SUP		
23007946	003	008634	ELM CREEK GRAVEL LLC	04/21/23	3,380.00	3,380.00	ROOSEVELT PLAYGROUND BEDDING
					3,380.00	3,380.00	
DETAILS FOR ACCOUNT:		11.0029.52620.618.0000.0000.000.160. BUILD			OP-CLEAN & MAINT SUP		
23007946	002	008634	ELM CREEK GRAVEL LLC	04/21/23	3,950.00	3,950.00	WASHINGTON PLAYGROUND BEDDING
					3,950.00	3,950.00	
DETAILS FOR ACCOUNT:		11.0029.52620.653.0000.0000.000.050. TECH			RELATED SUPPLIES		
23007797	001	000173	INTERSTATE BATTERY CENTER	04/18/23	1,500.00	1,500.00	MISC TYPE BATTERIES
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT:		11.0029.52670.438.0000.0000.000.050. SAFETY-OTH			BUILDING SERV		
23007522	001	000807	FIRETR0L PROTECTION SYSTEMS	04/12/23	5,000.00	5,000.00	FIRE EXTINGUISHER,SUPPRESSIONS AN
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT:		11.0030.52530.611.0000.0000.000.092. PRNT/PUB/DUP-			PAPER SUPPLIES		
23007450	001	730109	UNIVERSITY OF OKLAHOMA	04/10/23	637.67	637.67	BUSINESS CARD PAPER \$289.51 BUSIN
23007504	001	013352	TIMBER CREEK PAPER INC	04/11/23	1,055.70	1,055.70	NCR 2 PARTS @ 34.51 11*17@36.55
23007532	001	730109	UNIVERSITY OF OKLAHOMA	04/12/23	430.00	430.00	4000 SHEETS 11*17= \$170 10,000 SH
23007560	001	013352	TIMBER CREEK PAPER INC	04/13/23	77.76	77.76	NCR PAPER PRODUCT CODE 102286
23007799	001	013352	TIMBER CREEK PAPER INC	04/18/23	299.44	299.44	11*17 100# CARDSTOCK FOR POSTERS/
23007802	001	010090	IMAGENET CONSULTING LLC	04/18/23	287.96	287.96	BANNER MATERIAL WRMNWF ROLL@74.48
23007970	001	730109	UNIVERSITY OF OKLAHOMA	04/24/23	385.65	385.65	11*17 CARDSTOCK -SCIENCE PRINTING
					3,174.18	3,174.18	
DETAILS FOR ACCOUNT:		11.0034.52580.342.0000.0000.000.002. DATA			PROCESSING SERVICES		
23007834	001	730100	UNIVERSITY OF OKLAHOMA - OU I	04/18/23	25,000.00	25,000.00	MONTHLY SERVICES FOR DATA CENTER
					25,000.00	25,000.00	

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DETAILS FOR ACCOUNT: 11.0034.52580.653.0000.0000.000.002. TECH RELATED SUPPLIES							
23007835	001	001232	SAM'S EAST INC	04/18/23	1,000.00	1,000.00	BLANKET P-CARD TSC SUPPLIES
23007836	001	000371	LOWE'S HOME CENTERS INC	04/18/23	100.00	100.00	BLANKET TSC TOOLS AND SUPPLIES
23007853	001	012200	JP MORGAN CHASE BANK NA	04/18/23	500.00	500.00	BLANKET PCARD FOR TSC UNEXPECTED
23007854	001	500000	AMAZON.COM	04/18/23	2,500.00	2,500.00	BLANKET TSC NEEDS MONITORS, CABLE
					4,100.00	4,100.00	
DETAILS FOR ACCOUNT: 11.0041.51000.581.0100.0000.000.710. IN DISTRICT TRAVEL							
23007336	001	013403	LLOYD, ALISSA	04/06/23	300.00	202.27	MILEAGE REIMBURSEMENT FOR TRAVELI
					300.00	202.27	
DETAILS FOR ACCOUNT: 11.0041.52571.337.0000.0000.000.001. OTH PROFESSIONAL SERVICES							
23007906	001	050034	ACCUFAX	04/19/23	5,000.00	5,000.00	BACKGROUND CHECKS FOR NEW EMPLOYE
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT: 11.0041.52571.619.0000.0000.000.001. RECR/PLACE-GEN OFFICE SUPPLIES							
23007903	001	000389	OFFICE DEPOT	04/19/23	500.00	500.00	MISC OFFICE SUPPLIES FOR PERSONNE
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0041.52573.583.0000.0000.000.001. INSERV TRAIN-OUT OF ST TRAVEL							
23007261	001	002884	NEVELS, HOLLY	04/05/23	600.00	62.28	TRAVEL REIMBURSEMENT FOR OUT OF S
					600.00	62.28	
DETAILS FOR ACCOUNT: 11.0043.52573.582.0000.0000.000.096. OUT OF DISTRICT TRAVEL							
23007359	001	003291	CHOCTAW NATION OF OKLAHOMA	04/06/23	1,500.00	1,500.00	HOTEL STAY FOR 2023 OAPT CONFEREN
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 11.0043.52573.860.0000.0000.000.096. INSERV TRAIN-STAFF REG & TUITI							
23007360	001	001868	OKLAHOMA ASSOCIATION FOR PUPI	04/06/23	1,000.00	1,000.00	OKLAHOMA ASSOCIATION FOR PUPIL TR
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0043.52720.442.0000.0000.000.096. EQUIPMENT AND VEHICLE SERVICES							
23007977	001	010482	TAUSHER, MIKE	04/24/23	689.30	689.30	CAR RENTAL FOR FIELD TRIPS
					689.30	689.30	
DETAILS FOR ACCOUNT: 11.0043.52740.320.0000.0000.000.096. VEH SERV-PROF EDUCATION SERV							
23008111	001	001868	OKLAHOMA ASSOCIATION FOR PUPI	05/01/23	200.00	200.00	UNEXPECTED: SDE CERTIFICATION FOR
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0043.52740.336.0000.0000.000.096. VEH SERV-MEDICAL SERVICES							
23007441	001	000547	COMPLIANCE RESOURCE GROUP INC	04/10/23	1,000.00	1,000.00	MANDATORY DRUG TESTING COMPLIANCE
23007607	001	000547	COMPLIANCE RESOURCE GROUP INC	04/17/23	2,295.00	2,295.00	MANDATORY DRUG TESTING COMPLIANCE
					3,295.00	3,295.00	
DETAILS FOR ACCOUNT: 11.0043.52740.439.0000.0000.000.096. VEH SERV-OTH EQUIP & VEH SERV							
23007434	001	013240	HOLT TRUCK CENTERS OF OKLAHOM	04/10/23	50,000.00	50,000.00	BUS REPAIRS AND SERVICES.
23007438	001	007270	GANNA INC	04/10/23	1,000.00	1,000.00	VEHICLE REPAIRS & SERVICE
23007443	001	010962	PENSKE COMMERCIAL VEHICLES US	04/10/23	800.00	800.00	BUS REPAIRS, PARTS AND SERVICES
23007509	001	013730	G AND S AUTOMOTIVE	04/12/23	2,500.00	2,500.00	VEHICLE REPAIRS & SERVICE
23007666	001	001253	FIRESTONE COMPLETE AUTO CARE	04/17/23	10,000.00	10,000.00	VEHICLE REPAIRS & SERVICE
23007681	001	013710	FOWLER DODGE INC	04/17/23	5,000.00	5,000.00	VEHICLE REPAIRS & SERVICE

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23007869	001	012900	BANCFIRST INSURANCE SERVICES	04/18/23	1,000.00	1,000.00	INSURANCE DEDUCTIBLE AUTO ACCIDEN
23007975	001	013730	G AND S AUTOMOTIVE	04/24/23	850.00	850.00	VEHICLE REPAIRS & SERVICE
23007996	001	000385	ABC TEXAS BUS SALES	04/24/23	42,000.00	42,000.00	MOTOR COACH REPAIRS & SERVICE
23008102	001	001810	PROFESSIONAL TOWERS INC	05/01/23	500.00	500.00	TOWING, EMERGENCY BUS BROKE DOWN
23008112	001	012900	BANCFIRST INSURANCE SERVICES	05/01/23	1,000.00	1,000.00	INSURANCE DEDUCTIBLE AUTO ACCIDEN
					114,650.00	114,650.00	
DETAILS FOR ACCOUNT:		11.0043.52740.582.0000.0000.000.096. OUT OF DISTRICT TRAVEL					
23007331	001	002678	COLBERT, THOMAS E JR	04/06/23	90.00	90.00	REIMBURSEMENT FOR OVERNIGHT TRIP
23007609	001	014019	WILLIS, ROBERT	04/17/23	34.25	34.25	REIMBURSEMENT FOR GAS
23007689	001	014036	SPEEGLE, BOBBIE	04/17/23	180.00	180.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
23007690	001	014037	SCHERTLER, TRICIA	04/17/23	180.00	180.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
23007691	001	011529	GRAHAM, JAMES	04/17/23	180.00	180.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
23007692	001	010482	TAUSHER, MIKE	04/17/23	180.00	180.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
23007693	001	008561	HEATON, DONALD DAVID	04/17/23	180.00	180.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
23007694	001	001722	CANNON, JOHN M	04/17/23	180.00	180.00	PER DIEM FOR OVERNIGHT TRIP: OAPT
23007870	001	000851	MOORE PUBLIC SCHOOLS ISD I-2	04/18/23	500.00	500.00	OUT OF DISTRICT TRAVEL
					1,704.25	1,704.25	
DETAILS FOR ACCOUNT:		11.0043.52740.612.0000.0000.000.096. VEH SERV-AUTO AND BUS SUPPLIES					
23007682	001	000173	INTERSTATE BATTERY CENTER	04/17/23	2,500.00	2,500.00	VEHICLE BATTERIES
23007796	001	008265	T & W TIRE LLC	04/18/23	10,000.00	10,000.00	TIRES CONTRACT# SW0024B
					12,500.00	12,500.00	
DETAILS FOR ACCOUNT:		11.0043.52740.618.0000.0000.000.096. VEH SERV-CLEAN & MAINT SUPPLIE					
23007608	001	014020	KNOTT, SYLVIA	04/17/23	34.28	34.28	CLEANING SUPPLIES REIMBURSEMENT
					34.28	34.28	
DETAILS FOR ACCOUNT:		11.0043.52740.623.0000.0000.000.096. VEH SERV-DIESEL					
23007462	001	011003	OZARK MOUNTAIN ENERGY INC	04/10/23	23,000.00	23,000.00	FUEL
23007684	001	011003	OZARK MOUNTAIN ENERGY INC	04/17/23	23,000.00	23,000.00	FUEL
23007995	001	000531	RED ROCK DISTRIBUTING CO	04/24/23	10,000.00	10,000.00	FUEL
					56,000.00	56,000.00	
DETAILS FOR ACCOUNT:		11.0043.52740.810.0000.0000.000.096. VEH SERV-DUES AND FEES					
23007444	001	007649	TEXAS DEPARTMENT OF TRANSPORT	04/10/23	10.60	10.60	TOLL FEES FOR OUT OF DISTRICT TRA
23007665	001	000670	PARKER, PATSY L	04/17/23	71.50	71.50	CDL REIMBURSEMENTS
					82.10	82.10	
DETAILS FOR ACCOUNT:		11.0044.52199.582.0000.0000.000.001. STUDENT SUPP-OUT OF DIST TRAVE					
23007459	001	013587	BEER, JENNIFER	04/10/23	600.00	600.00	MILEAGE FOR IN AND OUT OF DISTRIC
23007460	001	013587	BEER, JENNIFER	04/10/23	300.00	300.00	TRAVEL AND PER DIEM REIMBURSEMENT
					900.00	900.00	
DETAILS FOR ACCOUNT:		11.0044.52340.582.0000.0000.000.001. OUT OF DISTRICT TRAVEL					
23007461	001	003661	DIXON, TIFFANY	04/10/23	300.00	300.00	TRAVEL REIMBURSEMENT FOR TULSA CO
23007486	001	006875	WILLIAMS, STEPHANIE	04/10/23	300.00	300.00	REIMBURSEMENT FOR TRAVEL EXPENSES
					600.00	600.00	
DETAILS FOR ACCOUNT:		11.0044.52340.619.0000.0000.000.001. OTH GEN ADMIN-GEN OFFICE SUPPL					
23007530	001	500000	AMAZON.COM	04/12/23	70.00	70.00	PENS, PENCILS, POST ITS, AND LABE
					70.00	70.00	

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DETAILS FOR ACCOUNT: 11.0044.52573.582.0000.0000.000.001. INSEV TRAIN-OUT OF DIST TRAVE							
23007259	001	012200	JP MORGAN CHASE BANK NA	04/04/23	200.00	200.00	HOTEL - ONE NIGHT AT RIVER SPIRT
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0045.51000.322.0100.0000.000.740. INSTRUCTIONAL SERVICES							
23008000	001	013321	IMAGINE LEARNING LLC	04/24/23	120,000.00	120,000.00	SY23 SPRING SEMESTER COURSE FEES
23008000	002	013321	IMAGINE LEARNING LLC	04/24/23	576,000.00	576,000.00	SY23 SPRING SEMESTER COURSE FEES
					696,000.00	696,000.00	
DETAILS FOR ACCOUNT: 11.0055.51000.681.0100.1012.000.150. COCURRICULAR SUPPLIES							
23007671	001	500000	AMAZON.COM	04/17/23	300.00	300.00	CO-CURRICULAR SUPPLIES FOR EARLY
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0058.52640.439.0100.3400.000.705. OTHER EQUIPMENT & VEHICLE SERV							
23007701	001	000471	BERNINA OF OKLAHOMA CITY	04/17/23	500.00	500.00	SEWING MACHINE MAINTENANCE
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0059.52199.683.0000.0000.000.093. EXTRA CURRICULAR SUPPLIES							
23007350	001	000371	LOWE'S HOME CENTERS INC	04/06/23	700.00	700.00	TOOLS/SUPPLIES FOR NOCPA
					700.00	700.00	
DETAILS FOR ACCOUNT: 11.0059.52340.653.0000.0000.000.093. TECH RELATED SUPPLIES							
23007638	001	001786	FULL COMPASS SYSTEMS LTD	04/17/23	1,801.04	1,801.04	MIC BATTERIES, HEADSETS, AND TECH
					1,801.04	1,801.04	
DETAILS FOR ACCOUNT: 11.0059.52620.651.0100.0000.000.093. APPLIANCES/FURN/FIXTURES							
23007641	001	002365	BMI SUPPLY	04/17/23	713.90	713.90	LIGHTING FIXTURES FOR NOCPA STAGE
					713.90	713.90	
DETAILS FOR ACCOUNT: 11.0070.52573.581.0000.0000.000.001. IN DISTRICT TRAVEL							
23008056	001	013204	KRAFT, CHELSEY	04/25/23	400.00	400.00	MILEAGE REIMBURSEMENT FOR CHELSEY
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0071.52573.860.0000.0000.000.001. STAFF REGISTRATION & TUITION							
23008118	001	012200	JP MORGAN CHASE BANK NA	05/01/23	160.00	160.00	OK ASSOCIATION OF SCHOOL RESOURCE
					160.00	160.00	
DETAILS FOR ACCOUNT: 11.0071.52660.653.0000.0000.000.050. TECH RELATED SUPPLIES							
23007300	001	003608	CHICKASAW PERSONAL COMMUNICAT	04/05/23	1,000.00	1,000.00	PORTABLE RADIO BATTERIES AND PART
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0100.1050.000.165. BOOKS							
23007633	001	010675	VOYAGER SOPRIS LEARNING INC	04/17/23	460.00	460.00	RSA FUNDS - READING MATERIALS: 1S
23007931	001	014042	SYLLA SENSE INC	04/20/23	221.00	221.00	RSA FUNDS - READING MATERIALS; 1S
					681.00	681.00	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.125. BOOKS							
23007266	001	013306	VENTRIS LEARNING LLC	04/05/23	240.00	240.00	FOUNDATIONS IS AN EXPLICIT AND SYS
23007267	001	500001	AMAZON MARKETPLACE	04/05/23	1,200.00	1,200.00	LITERACY SUPPLIES FOR STUDENTS. R
					1,440.00	1,440.00	

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DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.151. BOOKS							
23007955	001	000037	SCHOLASTIC INC	04/21/23	620.00	620.00	LITCAMP LEADER GUIDES LITCAMP L
					620.00	620.00	
DETAILS FOR ACCOUNT: 11.0367.51000.641.0427.1132.000.165. BOOKS							
23007647	001	013306	VENTRIS LEARNING LLC	04/17/23	3,010.00	3,010.00	TEACHER MANUALS UFLI FOUNDATION
23008122	001	012651	DEBORAH R GLASER, EDD, LLC	05/01/23	400.00	400.00	MORPHEMES FOR LITTLES-TEACHING TO
					3,410.00	3,410.00	
DETAILS FOR ACCOUNT: 11.0367.51000.652.0427.1130.000.125. AUDIOVISUAL							
23007774	001	500001	AMAZON MARKETPLACE	04/18/23	820.00	820.00	HEADPHONES FOR LEARNING ON IPADS/
					820.00	820.00	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0100.1050.000.165. COCURRICULAR SUPPLIES							
23007842	001	500000	AMAZON.COM	04/18/23	80.00	80.00	RSA FUNDS: READING MATERIALS - 6
					80.00	80.00	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1130.000.125. COCURRICULAR SUPPLIES							
23007464	001	500001	AMAZON MARKETPLACE	04/10/23	50.00	50.00	GAMENOTE CLASSROOM MAGNETIC LETTE
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.0367.52213.860.0427.0000.000.160. STAFF REGISTRATION & TUITION							
23007911	001	007050	LEXIA LEARNING SYSTEMS LLC	04/19/23	1,250.00	1,250.00	LEXIA LEARNING SYSTEMS LETRS TRAI
					1,250.00	1,250.00	
DETAILS FOR ACCOUNT: 11.0412.51000.420.0314.8400.000.504. CLEANING SERVICES							
23007766	001	000502	WALDEN CLEANERS & LAUNDRY INC	04/18/23	50.00	50.00	DRY CLEANING OF JACKETS
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.0412.51000.619.0314.8400.000.710. INSTR-GENERAL OFFICE SUPPLIES							
23007580	001	500001	AMAZON MARKETPLACE	04/14/23	360.00	360.00	BLANKET PO FOR CLASSROOM SUPPLIES
23007581	001	500009	WALMART.COM	04/14/23	1,000.00	1,000.00	BLANKET PO FOR CLASSROOM SUPPLIES
					1,360.00	1,360.00	
DETAILS FOR ACCOUNT: 11.0412.51000.651.0315.8700.000.504. APPLIANCES/FURN/FIXTURES							
23007915	001	000371	LOWE'S HOME CENTERS INC	04/19/23	850.00	850.00	STOVE FOR H.E. ROOM
					850.00	850.00	
DETAILS FOR ACCOUNT: 11.0412.51000.653.0315.8700.000.501. TECH RELATED SUPPLIES							
23007737	001	013961	LONG YU	04/17/23	1,091.00	1,091.00	BAMBU LAB AMS X1 SERIES AND P1P -
					1,091.00	1,091.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0314.8400.000.501. INSTR-COCURRICULAR SUPPLIES							
23007637	001	500000	AMAZON.COM	04/17/23	4,560.00	4,560.00	CAREER TECH-CLASSROOM SUPPLIES (
23007767	001	500000	AMAZON.COM	04/18/23	2,000.00	2,000.00	CAREER TECH-CLASSROOM SUPPLIES 1
23007792	001	500000	AMAZON.COM	04/18/23	2,277.73	2,277.73	CAREER TECH-CLASSROOM SUPPLIES (
					8,837.73	8,837.73	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0314.8400.000.502. COCURRICULAR SUPPLIES							
23007317	001	001232	SAM'S EAST INC	04/06/23	1,000.00	1,000.00	FAMILY AND CONSUMER SCIENCE CLASS
23007318	001	500000	AMAZON.COM	04/06/23	2,000.00	2,000.00	FAMILY AND CONSUMER SCIENCE CLASS

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23007367	001	001225	WALMART STORES INC	04/06/23	1,823.30	1,823.30	FAMILY AND CONSUMER SCIENCE CLASS
					4,823.30	4,823.30	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0314.8400.000.504. COCURRICULAR SUPPLIES							
23007770	001	000025	NASCO EDUCATION LLC	04/18/23	600.00	600.00	ELECTRONIC BABY CARSEAT
23007771	001	500000	AMAZON.COM	04/18/23	200.00	200.00	CLASSROOM SUPPLIES
					800.00	800.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.500. COCURRICULAR SUPPLIES							
23007520	001	002498	JO-ANN STORES INC - JO-ANN FA	04/12/23	450.00	450.00	IRINV/GCAREER TECH/FACS/BIAS/-SUP
23007594	001	001225	WALMART STORES INC	04/14/23	450.00	450.00	IRIVNG/FACS/CAREER TECH/ SUPPLIES
					900.00	900.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.504. COCURRICULAR SUPPLIES							
23007320	001	050009	WALMART	04/06/23	100.00	100.00	CLASSROOM SUPPLIES
23007321	001	001232	SAM'S EAST INC	04/06/23	200.00	200.00	CLASSROOM SUPPLIES
23007322	001	500000	AMAZON.COM	04/06/23	1,000.00	1,000.00	CLASSROOM SUPPLIES
23007913	001	500000	AMAZON.COM	04/19/23	250.00	250.00	CLASSROOM SUPPLIES
23007914	001	001225	WALMART STORES INC	04/19/23	250.00	250.00	CLASSROOM SUPPLIES
					1,800.00	1,800.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.705. COCURRICULAR SUPPLIES							
23007910	001	500000	AMAZON.COM	04/19/23	3,000.00	3,000.00	COMPUTER HARDWARE & PERIPHERALS G
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.710. COCURRICULAR SUPPLIES							
23007928	001	500001	AMAZON MARKETPLACE	04/20/23	820.44	820.44	SUPPLIES AND MISC. ITEMS NEEDS TO
					820.44	820.44	
DETAILS FOR ACCOUNT: 11.0412.51000.682.0311.8000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23007846	001	000513	PETERS, VINCENT - SOONER TROP	04/18/23	1,500.00	1,500.00	AG ED BLANKET PO FOR TROPHIES/AWA
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 11.0412.51000.682.0314.8400.000.500. REFRESHMENTS/AWARDS/GIFTS							
23007518	001	001232	SAM'S EAST INC	04/12/23	1,500.00	1,500.00	IRINVG/CAREER TECH FACS SUPPLIES-
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 11.0412.51000.682.0314.8400.000.501. REFRESHMENTS/AWARDS/GIFTS							
23007278	001	013963	ARTISAN'S PRIDE QUALITY MEATS	04/05/23	250.00	250.00	STEAK - \$21/LB - TOTAL \$250
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0412.52213.810.0314.8400.000.710. DUES AND FEES							
23007908	001	003630	OKLAHOMA ASSOCIATION CAREER &	04/19/23	115.00	115.00	CONFERENCE REGISTRATION FOR OKLAH
					115.00	115.00	
DETAILS FOR ACCOUNT: 11.0412.52213.860.0314.8400.000.705. STAFF REGISTRATION & TUITION							
23007848	001	000853	OK DEPT OF CAREER AND TECHNOL	04/18/23	200.00	200.00	FCS NEW TEACHER ACADEMY JULY 17-2
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0511.51000.320.0429.1050.000.145. PROFESSIONAL EDUCATION SERVICE							
23007667	001	010668	STEM KIDS LLC	04/17/23	238.00	238.00	1) HOUR BRICKS4KIDZ IN SCHOOL STE

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23007667	002	010668	STEM KIDS LLC	04/17/23	360.00	360.00	1) HOUR BRICKS4KIDZ IN SCHOOL STE
23007667	003	010668	STEM KIDS LLC	04/17/23	360.00	360.00	1) HOUR BRICKS4KIDZ IN SCHOOL STE
					958.00	958.00	
DETAILS FOR ACCOUNT: 11.0511.51000.653.0429.0000.000.160. TECH RELATED SUPPLIES							
23007495	001	003049	INTERWORLD HIGHWAY LLC	04/11/23	10,471.10	10,471.10	14-LUXOR LLTP24-B LAPTOP/CHROMEBO
					10,471.10	10,471.10	
DETAILS FOR ACCOUNT: 11.0511.51000.673.0494.1130.000.151. PORTABLE DEVICES							
23007494	001	000824	APPLE INC	04/11/23	11,760.00	11,760.00	4 CASES OF GEN 9 IPADS 40 @ \$294
					11,760.00	11,760.00	
DETAILS FOR ACCOUNT: 11.0511.51000.681.0429.2200.000.125. INSTR-COCURRICULAR SUPPLIES							
23007672	001	000823	LAKESHORE LEARNING MATERIALS	04/17/23	120.00	120.00	ITS A SNAP! SIMPLE MATH ADDITION
23007673	001	500001	AMAZON MARKETPLACE	04/17/23	80.00	80.00	NUMBER BLOCK STACKING FOR CLASSRO
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0511.51000.880.0441.0000.000.145. STUDENT AID PAYMENTS							
23007912	001	010327	NATIONAL INVENTORS HALL OF FA	04/19/23	2,350.00	2,350.00	SCHOLARSHIPS FOR TITLE I STUDENTS
					2,350.00	2,350.00	
DETAILS FOR ACCOUNT: 11.0511.52194.681.0429.1120.000.110. COCURRICULAR SUPPLIES							
23007675	001	000156	NO TEARS LEARNING INC	04/17/23	6,100.00	6,100.00	LEARNING WITHOUT TEARS BOOKS
					6,100.00	6,100.00	
DETAILS FOR ACCOUNT: 11.0511.52199.619.0429.0000.000.088. STUDENT SUPP-GEN OFFICE SUPPLI							
23007483	001	001225	WALMART STORES INC	04/10/23	100.00	100.00	ASSISTANCE FOR HOMELESS STUDENT #
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0511.52573.583.0429.0000.000.501. INSERV TRAIN-OUT OF ST TRAVEL							
23007837	001	001886	JOURNEY HOUSE TRAVEL INC	04/18/23	619.00	619.00	FLIGHT TO ORLANDO FOR AMLE CONFER
					619.00	619.00	
DETAILS FOR ACCOUNT: 11.0511.52573.583.0429.0000.000.502. INSERV TRAIN-OUT OF ST TRAVEL							
23007839	001	001886	JOURNEY HOUSE TRAVEL INC	04/18/23	619.00	619.00	FLIGHT TO ORLANDO FOR AMLE CONFER
					619.00	619.00	
DETAILS FOR ACCOUNT: 11.0511.52573.583.0494.0000.000.500. OUT OF STATE TRAVEL							
23007838	001	001886	JOURNEY HOUSE TRAVEL INC	04/18/23	619.00	619.00	FLIGHT TO ORLANDO FOR AMLE CONFER
					619.00	619.00	
DETAILS FOR ACCOUNT: 11.0511.52573.860.0494.0000.000.500. STAFF REGISTRATION & TUITION							
23007761	001	001325	CCOSA	04/18/23	1,497.00	1,497.00	TITLE ONE/ IRVING/ 3 ADMIN TO CCO
					1,497.00	1,497.00	
DETAILS FOR ACCOUNT: 11.0532.52120.581.0429.0000.000.740. IN DISTRICT TRAVEL							
23007484	001	002861	REES, STEFANIE	04/10/23	500.00	500.00	MILEAGE REIMBURSEMENT FOR SITE TO
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0541.52573.583.0000.0000.000.050. OUT OF STATE TRAVEL							
23007491	001	014031	TWELFTH STREET HOTEL ASSOCIAT	04/11/23	2,200.00	2,200.00	NATIONAL COMMUNITY SCHOOLS AND FA

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
23007492	001	001886	JOURNEY HOUSE TRAVEL INC	04/11/23	8,000.00	8,000.00	AIRFARE FOR PARTICIPANTS TO ATTEN
23007664	001	001886	JOURNEY HOUSE TRAVEL INC	04/17/23	6,804.00	6,804.00	FLIGHT TO AMLE CONFERENCE IN ORLA
23007712	001	001886	JOURNEY HOUSE TRAVEL INC	04/17/23	2,000.00	2,000.00	AIRFARE FOR NASSP CONFERENCE: HAL
23007725	001	005985	WHITTLE, ELIZABETH	04/17/23	325.00	325.00	PER DIEM FOR CONFERENCE IN PHILAD
23007726	001	006252	HIME, KITRENA	04/17/23	325.00	325.00	PER DIEM FOR CONFERENCE IN PHILAD
23007727	001	007177	BUI, AMBER	04/17/23	325.00	325.00	PER DIEM FOR CONFERENCE TO PHILAD
23007728	001	005388	SLATE, GRETCHEN	04/17/23	325.00	325.00	PER DIEM FOR CONFERENCE TO PHILAD
23007730	001	003661	DIXON, TIFFANY	04/17/23	325.00	325.00	PER DIEM FOR CONFERENCE TO PHILAD
23007732	001	002735	MORRIS, DANA	04/17/23	325.00	325.00	PER DIEM FOR CONFERENCE TO PHILAD
23007733	001	013097	SEYMORE, SARAH	04/17/23	325.00	325.00	PER DIEM FOR CONFERENCE TO PHILAD
23007736	001	007160	ROBERSON, BETH	04/17/23	325.00	325.00	PER DIEM FOR CONFERENCE TO PHILAD
23007757	001	014045	STEWART, MIRANDA	04/18/23	325.00	325.00	PER DEIM FOR CONFERENCE IN PHILAD
23007758	001	014046	COFFEY, TAWNYA	04/18/23	325.00	325.00	PER DEIM FOR CONFERENCE IN PHILAD
					22,254.00	22,254.00	
DETAILS FOR ACCOUNT: 11.0541.55500.860.0429.0000.000.050. STAFF REGISTRATION & TUITION							
23007496	001	004362	MARZANO RESOURCES LLC	04/11/23	13,000.00	13,000.00	ALL SAINTS CATHOLIC SCHOOL REGIST
23007982	001	000518	PAYNE EDUCATION CENTER	04/24/23	1,476.76	1,476.76	REGISTRATION FOR TERRA VERDE TO A
					14,476.76	14,476.76	
DETAILS FOR ACCOUNT: 11.0552.52120.581.0239.0000.000.170. IN DISTRICT TRAVEL							
23007759	001	005789	OLSEN, SCOTT	04/18/23	200.00	200.00	2022-2023 INSTRUCTIONAL TRAVEL BE
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0561.51000.322.0429.0000.000.092. INSTRUCTIONAL SERVICES							
23007576	001	000953	FISH, CAROLYN SUE	04/14/23	300.00	300.00	BATTLE OF THE BOOKS (CULTURAL ACT
23007775	001	014039	REGALIA MAKING RELATIVES	04/18/23	350.00	350.00	CULTURAL ACTIVITY (LOOM BEADING)
					650.00	650.00	
DETAILS FOR ACCOUNT: 11.0561.51000.619.0495.0000.000.092. GENERAL OFFICE SUPPLIES							
23007841	001	012139	ADG BLUSOURCE INC	04/18/23	8,500.00	8,500.00	2023-2024 SCHOOL SUPPLY KITS FOR
					8,500.00	8,500.00	
DETAILS FOR ACCOUNT: 11.0561.52199.619.0429.0000.000.092. STUDENT SUPP-GEN OFFICE SUPPLI							
23007361	001	012200	JP MORGAN CHASE BANK NA	04/06/23	300.00	300.00	EMERGENCY PO
23007362	001	012200	JP MORGAN CHASE BANK NA	04/06/23	500.00	500.00	EMERGENCY PO
23007433	001	014010	CRAZY CROW TRADING POST LLC	04/10/23	300.00	300.00	CULTURAL PRESENTATIONS/ NEEDLES,B
23007458	001	008678	HOBBY LOBBY	04/10/23	250.00	250.00	SENIOR STOLE FABRIC AND SUPPLIES
23007652	001	000382	HOME DEPOT USA INC	04/17/23	300.00	300.00	CULTURAL ACTIVITY / LOOM BEADING
23007822	001	014010	CRAZY CROW TRADING POST LLC	04/18/23	200.00	200.00	CULTURAL PRESENTATION/ LOOM BEADI
23007969	001	013415	OKC FABRIC MARKET LLC	04/24/23	200.00	200.00	SENIOR STOLES/ FABRIC
					2,050.00	2,050.00	
DETAILS FOR ACCOUNT: 11.0561.52199.683.0429.0000.000.092. STUD SUPP-EXTRA CURRICULAR SUP							
23007457	001	007866	DOLLAR TREE	04/10/23	75.00	75.00	BALLOONS FOR SENIOR REC. NIGHT
23007477	001	008424	HARD EDGE DESIGN	04/10/23	1,700.00	1,700.00	BATTLE OF BOOKS T-SHIRTS
23007575	001	000428	MG NOVELITIES - PARTY GALAXY	04/14/23	100.00	100.00	BALLOONS FOR SENIOR RECOGNITION N
					1,875.00	1,875.00	
DETAILS FOR ACCOUNT: 11.0561.52199.810.0429.0000.000.092. STUDENT SUPPORT-DUES AND FEES							
23007677	001	013841	RODGERS, BECKY	04/17/23	63.00	63.00	ACT REIMBURSEMENT/ JACKSON RODGER

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23007706	001	012964	DEE, BLYTHE	04/17/23	63.00	63.00	ACT REIMBURSEMENT FOR HUNTER DEE
23007708	001	010283	POWERS, MICHAEL	04/17/23	98.00	98.00	AP REIMBURSEMENT (HARRISON POWER
23007777	001	012521	RODRIGUEZ, JOHN	04/18/23	98.00	98.00	AP REIMBURSEMENT (JAELYNN SPENCE
23007827	001	012524	DAVIS, TROY	04/18/23	63.00	63.00	ACT REIMBURSEMENT (LANGLI DAVIS)
23007867	001	014050	GONZALEZ, HEATHER	04/18/23	98.00	98.00	AP REIMBURSEMENT / MARYANNE NEFF
23007868	001	014051	JEPSON, JENNIFER	04/18/23	55.00	55.00	SAT REIMBURSEMENT/ SAVANNAH WEST-
					538.00	538.00	
DETAILS FOR ACCOUNT:		11.0561.52490.682.0429.0000.000.097. REFRESHMENTS/AWARDS/GIFTS					
23007442	001	013415	OKC FABRIC MARKET LLC	04/10/23	500.00	500.00	SENIOR RECONITON NIGHT/ FABRIC F
23007574	001	000513	PETERS, VINCENT - SOONER TROP	04/14/23	150.00	150.00	BATTLE OF BOOKS (TROPHIES AND AW
					650.00	650.00	
DETAILS FOR ACCOUNT:		11.0561.52573.581.0429.0000.000.092. INSERV TRAIN-IN DISTRICT TRAVE					
23007865	001	002487	HARJO, LUCYANN	04/18/23	200.00	200.00	LUCYANN HARJO IN-DISTRICT MILEAGE
					200.00	200.00	
DETAILS FOR ACCOUNT:		11.0561.52573.582.0429.0000.000.092. INSERV TRAIN-OUT OF DIST TRAVE					
23007357	001	002487	HARJO, LUCYANN	04/06/23	500.00	500.00	REF: LUCYANN HARJO OUT-OF-DISTRIC
23007661	001	004109	SCHOVANEC, WENDI	04/17/23	150.00	150.00	OUT OF DISTRICT MILEAGE REIMBURSE
23007864	001	002487	HARJO, LUCYANN	04/18/23	200.00	200.00	OUT OF DISTRICT MILEAGE / LUCYANN
					850.00	850.00	
DETAILS FOR ACCOUNT:		11.0561.52620.421.0429.0000.000.092. CUSTODIAL SERVICES					
23007448	001	000062	SODEXO MANAGEMENT INC	04/10/23	200.00	200.00	CUSTODIAL CLEAN UP FOR CULTURAL P
					200.00	200.00	
DETAILS FOR ACCOUNT:		11.0563.51000.619.0495.0000.000.092. GENERAL OFFICE SUPPLIES					
23007844	001	012139	ADG BLUSOURCE INC	04/18/23	7,500.00	7,500.00	2023-2024 SCHOOL SUPPLIES KITS
					7,500.00	7,500.00	
DETAILS FOR ACCOUNT:		11.0563.52199.619.0429.0000.000.092. STUDENT SUPP-GEN OFFICE SUPPLI					
23007363	001	012200	JP MORGAN CHASE BANK NA	04/06/23	500.00	500.00	EMERGENCY PO
					500.00	500.00	
DETAILS FOR ACCOUNT:		11.0563.52199.682.0429.0000.000.092. REFRESHMENTS/AWARDS/GIFTS					
23007356	001	001232	SAM'S EAST INC	04/06/23	1,000.00	1,000.00	PO FOR JOM PURCHASES
23007577	001	012779	RAISING CANES RESTARANTS LLC	04/14/23	800.00	800.00	SENIOR RECONGNITON NIGHT REFRESHE
23007649	001	011435	MAULDIN, NICK - CHICK FIL A	04/17/23	1,300.00	1,300.00	MIDDLE SCHOOL REWARDS / REFRESHME
					3,100.00	3,100.00	
DETAILS FOR ACCOUNT:		11.0613.52213.582.0239.0000.000.089. INST STAFF TRAIN-OD DIST TRAVE					
23007806	001	007146	CHICKASAW NATION DIVISION OF	04/18/23	840.00	840.00	EXPENSES FOR HOTEL STAY AT THE CH
23007808	001	006799	HILL, CHELSI	04/18/23	150.00	150.00	PER DIEM IN STATE TRAVEL TO DEAF
23007971	001	014048	MOTLEY, AMBER	04/24/23	150.00	150.00	PER DIEM IN STATE TRAVEL TO DEAF
23007972	001	014049	OTTMAN, AMY	04/24/23	150.00	150.00	PER DIEM IN STATE TRAVEL TO DEAF
					1,290.00	1,290.00	
DETAILS FOR ACCOUNT:		11.0621.51000.581.0239.0000.000.165. IN DISTRICT TRAVEL					
23007286	001	012502	BRILEY, ELIZABETH	04/05/23	225.00	225.00	MILEAGE FOR HOMEBOUND TEACHER ELI
					225.00	225.00	

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DETAILS FOR ACCOUNT: 11.0621.51000.581.0239.0000.000.705. IN DISTRICT TRAVEL							
23007287	001	011580	RILEY, DEBRA	04/05/23	75.00	75.00	MILEAGE FOR HOMEBOUND TEACHER DEB
					75.00	75.00	
DETAILS FOR ACCOUNT: 11.0621.51000.653.0239.1060.000.740. COMPUTERS							
23007272	001	500000	AMAZON.COM	04/05/23	18.99	18.99	AVAWO KIDS CASE FOR IPAD 10.2" 7T
					18.99	18.99	
DETAILS FOR ACCOUNT: 11.0621.51000.658.0239.0000.000.500. INSTRUCT-ADAP (SPEC ED) EQUIP							
23008068	001	011236	NATIONAL SEATING & MOBILITY I	04/27/23	50.70	50.70	#K0108 ARMEDICA POWER CORD 03606
23008068	002	011236	NATIONAL SEATING & MOBILITY I	04/27/23	141.70	141.70	#K0108 ARMEDICA SWITCH FOOT MAX 8
23008068	003	011236	NATIONAL SEATING & MOBILITY I	04/27/23	1.30	1.30	#K0108 ARMEDICA DOWN DECAL 03425
23008068	004	011236	NATIONAL SEATING & MOBILITY I	04/27/23	1.30	1.30	#K0108 ARMEDICA UP DECAL 03424 -
23008068	005	011236	NATIONAL SEATING & MOBILITY I	04/27/23	1.30	1.30	#K0108 ARMEDICA UL DECAL 03444 -
					196.30	196.30	
DETAILS FOR ACCOUNT: 11.0621.52135.614.0239.0000.000.089. PT/OT-TEST SUPPLIES & MATERIAL							
23007526	001	000831	WESTERN PSYCHOLOGICAL SERVICE	04/12/23	158.00	158.00	SKU: W-708B SPM-2 CHILD SCHOOL PR
23007526	002	000831	WESTERN PSYCHOLOGICAL SERVICE	04/12/23	15.80	15.80	SHIPPING
					173.80	173.80	
DETAILS FOR ACCOUNT: 11.0621.52140.614.0239.0000.000.089. PSYCH-TEST SUPPLIES & MATERIAL							
23007325	001	000831	WESTERN PSYCHOLOGICAL SERVICE	04/06/23	132.00	132.00	SKU: W-703CP25 DP-4 PARENT/CAREGI
23007325	002	000831	WESTERN PSYCHOLOGICAL SERVICE	04/06/23	196.00	196.00	SKU# W-622CP25 ABAS-3 TEACHER ONL
23007325	003	000831	WESTERN PSYCHOLOGICAL SERVICE	04/06/23	196.00	196.00	SKU# W-622AP25 ABAS-3 PARENT ONLI
23007325	004	000831	WESTERN PSYCHOLOGICAL SERVICE	04/06/23	166.00	166.00	SKU# W-605D ADOS-2 PROTOCOL BOOKL
23007325	005	000831	WESTERN PSYCHOLOGICAL SERVICE	04/06/23	69.00	69.00	SHIPPING & HANDLING
23007333	001	000840	MULTI-HEALTH SYSTEMS INC	04/06/23	118.75	118.75	ITEM# CBRS30 CONNERS CBRS PARENT
23007333	002	000840	MULTI-HEALTH SYSTEMS INC	04/06/23	118.75	118.75	ITEM# CBRS31 CONNERS CBRS TEACHER
					996.50	996.50	
DETAILS FOR ACCOUNT: 11.0621.52170.581.0239.0000.000.089. IN DISTRICT TRAVEL							
23007814	001	006958	WATT, JENNIFER	04/18/23	200.00	200.00	2022-2023 TRAVEL/PHYSICAL THERAPY
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0621.52330.581.0239.0000.000.089. ST FED REL-IN DISTRICT TRAVEL							
23007813	001	011776	CRIMMINS, ERIN	04/18/23	200.00	200.00	2022-2023 TRAVEL/COORDINATOR OF S
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0621.52573.860.0239.0000.000.089. INSERV TRAIN-STAFF REG & TUITI							
23007335	001	000281	CRISIS PREVENTION INSTITUTE	04/06/23	1,549.00	1,549.00	RECERTIFICATION OF NON-VIOLENT CR
					1,549.00	1,549.00	
DETAILS FOR ACCOUNT: 11.0625.55500.322.0239.0000.000.089. PRIV SCH-INSTRUCTIONAL SERV							
23007697	001	013594	WOODRUFF, AMY	04/17/23	4,000.00	4,000.00	CONTRACTED SPEECH SERVICES FOR 20
					4,000.00	4,000.00	
DETAILS FOR ACCOUNT: 11.0628.51000.641.0239.1050.000.151. BOOKS							
23007500	001	013306	VENTRIS LEARNING LLC	04/11/23	1,505.00	1,505.00	(20) ISBN: 978-1-7320468-2-5 UFLI
					1,505.00	1,505.00	

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DETAILS FOR ACCOUNT: 11.0628.51000.681.0239.1050.000.125. COCURRICULAR SUPPLIES							
23007528	001	500000	AMAZON.COM	04/12/23	100.00	100.00	(2) GOSPORTS BLOCKING PADS, 24" X
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0723.52132.616.0000.0000.000.050. FIRST AID SUPPLIES							
23007901	001	000245	SCHOOL HEALTH CORPORATION	04/19/23	299.99	299.99	LIFEVAC CHOKING RESCUE DEVICE SCH
23007902	001	001232	SAM'S EAST INC	04/19/23	250.00	250.00	10 SMALL PAPER CUPS 10 STORAGE BA
23007950	001	500000	AMAZON.COM	04/21/23	12,838.00	12,838.00	31/FIRST AID POUCHES SET OF 4 4
23008089	001	014060	NORTH AMERICAN RESCUE HOLDING	04/27/23	1,120.00	1,120.00	DRESSIG, BLEEDING CONTROL-QUIKCLO
23008089	002	014060	NORTH AMERICAN RESCUE HOLDING	04/27/23	20,966.00	20,966.00	KIT, PORTABLE STOP THE BLEED - AC
23008090	001	500000	AMAZON.COM	04/27/23	2,239.99	2,239.99	PORTABLE HAND WASHING SINK FOR EM
23008104	001	000245	SCHOOL HEALTH CORPORATION	05/01/23	2,304.75	2,304.75	OMRON WRIST BLOOD PRESSURE MONITO
23008114	001	500000	AMAZON.COM	05/01/23	870.00	870.00	RED FIRST AID GO BAGS TRUNAB
					40,888.73	40,888.73	
DETAILS FOR ACCOUNT: 11.0723.52132.651.0000.0000.000.050. APPLIANCES/FURN/FIXTURES							
23007949	001	500000	AMAZON.COM	04/21/23	3,137.82	3,137.82	4 TRIAGE COTS 1 PORTABLE HANDWASH
					3,137.82	3,137.82	
DETAILS FOR ACCOUNT: 11.0796.52120.320.0000.0000.000.050. PROFESSIONAL EDUCATION SERVICE							
23008050	001	013727	SUZANNE PRICE	04/25/23	2,000.00	2,000.00	Counseling Services for Homeless
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.0796.52199.619.0000.0000.000.050. GENERAL OFFICE SUPPLIES							
23007352	001	000628	TARGET STORE CORPORATION	04/06/23	1,000.00	1,000.00	CLOTHING, SHOES, PERSONAL CARE IT
23007354	001	000628	TARGET STORE CORPORATION	04/06/23	1,000.00	1,000.00	Clothing/shoes for homeless stude
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 11.0796.52199.653.0429.0000.000.050. TECH RELATED SUPPLIES							
23007498	001	013263	PREMIER WIRELESS BUISNESS TEC	04/11/23	35.97	35.97	ACCESSORIES FOR HOMELESS PHONE FO
					35.97	35.97	
DETAILS FOR ACCOUNT: 11.0845.51000.653.0100.1050.000.165. TECH RELATED SUPPLIES							
23007323	001	500000	AMAZON.COM	04/06/23	330.00	330.00	15 IPAD CASES FOR IPADS DONATED B
					330.00	330.00	
DETAILS FOR ACCOUNT: 11.1006.52520.653.0000.0000.000.094. TECH RELATED SUPPLIES							
23007562	001	500001	AMAZON MARKETPLACE	04/13/23	75.00	75.00	HP TONER CARTRIDGES FOR SUPERVISO
23007979	001	000429	RK BLACK INC	04/24/23	373.83	373.83	MAILROOM FP POSTBASE ONE BULK INK
					448.83	448.83	
DETAILS FOR ACCOUNT: 11.1135.00000.032.0000.0000.000.000. SCIENCE WAREHOUSE INVENTORY							
23007257	001	000257	BLICK ART MATERIALS	04/04/23	900.00	900.00	ART TIME PLAY DOUGH, MODELING CLA
23007260	001	010125	WEBSTAUANT STORE INC	04/05/23	1,250.00	1,250.00	MATERIALS FOR SCIENCE KITS-K-5TH
23007502	001	000238	HAND2MIND INC	04/11/23	1,000.00	1,000.00	SUPPLIES FOR ELEMENTARY SCIENCE K
23007558	001	007866	DOLLAR TREE	04/12/23	400.00	400.00	TRAYS FOR ELEMENTARY SCIENCE KITS
23008093	001	000238	HAND2MIND INC	05/01/23	780.00	780.00	RING MAGNETS FOR 3RD GRADE BALANC
					4,330.00	4,330.00	
DETAILS FOR ACCOUNT: 11.1166.52199.810.0129.2500.000.050. DUES AND FEES							
23007534	001	001325	CCOSA	04/12/23	499.00	499.00	REGISTRATION FEE FOR TERRY ADAMS

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23007817	001	003040	NATIONAL WEATHER MUSEUM & SCI	04/18/23	400.00	400.00	TOUR FOR OAA STUDENTS OF THE NATI
					899.00	899.00	
DETAILS FOR ACCOUNT: 11.1166.52573.582.0129.2500.000.001. OUT OF DISTRICT TRAVEL							
23007533	001	013521	ADAMS, TERRY	04/12/23	250.00	250.00	TRAVEL EXPENSES TO ATTEND CCOSA S
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.1169.51000.619.0129.2500.000.001. GENERAL OFFICE SUPPLIES							
23007801	001	000389	OFFICE DEPOT	04/18/23	710.00	710.00	1-31 TAB BINDER DIVIDERS, 8-TAB D
					710.00	710.00	
DETAILS FOR ACCOUNT: 11.1169.51000.653.0129.2500.000.001. TECH RELATED SUPPLIES							
23007541	001	500000	AMAZON.COM	04/12/23	260.00	260.00	(10) SANDISK 256GB MEMORY CARDS F
23007542	001	500001	AMAZON MARKETPLACE	04/12/23	330.00	330.00	(4 EACH) MULTI CHARGING CABLE (SI
					590.00	590.00	
DETAILS FOR ACCOUNT: 11.1169.51000.681.0129.2500.000.001. COCURRICULAR SUPPLIES							
23007351	001	500000	AMAZON.COM	04/06/23	150.00	150.00	12 VOLT 5MM PRE WIRED LED LIGHT E
23007537	001	500001	AMAZON MARKETPLACE	04/12/23	250.00	250.00	(7) ASTROAI DIGITAL MULTIMETER, R
23007556	001	500000	AMAZON.COM	04/12/23	100.00	100.00	(4) ESTES 2232 ALTI TRACK ALTITUDE
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.1169.52199.683.0129.2500.000.001. EXTRA CURRICULAR SUPPLIES							
23007539	001	500001	AMAZON MARKETPLACE	04/12/23	210.00	210.00	(2 EACH) CITYLIFE 6 PACK 5.3 QT,
23007540	001	500001	AMAZON MARKETPLACE	04/12/23	155.00	155.00	PBELL GUILLOTINE PAPER CUTTER, (9
23007803	001	500000	AMAZON.COM	04/18/23	310.00	310.00	RATCHETING CAULK GUN, (5) WATERPR
					675.00	675.00	
DETAILS FOR ACCOUNT: 11.1999.51000.611.0100.1050.000.165. PAPER SUPPLIES							
23007303	001	500000	AMAZON.COM	04/05/23	70.00	70.00	FIRST GRADE HANDWRITING PAPER; ZA
23007780	001	500000	AMAZON.COM	04/18/23	155.00	155.00	CLASSROOM SUPPLIES: 12PKS 12X18 W
23007790	001	500009	WALMART.COM	04/18/23	20.00	20.00	CLASSROOM SUPPLIES: 12PKS WIDE RU
					245.00	245.00	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.1050.000.160. GENERAL OFFICE SUPPLIES							
23007855	001	000237	ACCO BRANDS CORPORATION	04/18/23	81.18	81.18	2 ROLLS OF 3000004 NAP LAM LAMINA
					81.18	81.18	
DETAILS FOR ACCOUNT: 11.1999.51000.619.0100.1050.000.165. GENERAL OFFICE SUPPLIES							
23008022	001	500000	AMAZON.COM	04/25/23	100.00	100.00	CLASSROOM SUPPLES: 1 (60PK) GLUES
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.1999.51000.641.0100.1050.000.130. BOOKS							
23007861	001	500000	AMAZON.COM	04/18/23	100.00	100.00	PO TO PURCHASE BOOKS FOR CLASSROO
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.1999.51000.651.0100.1050.000.130. APPLIANCES/FURN/FIXTURES							
23007341	001	500000	AMAZON.COM	04/06/23	60.00	60.00	PO TO PURCHASE 4 TIER WIRE SHELF,
					60.00	60.00	

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DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.112. COCURRICULAR SUPPLIES							
23007475	001	000389	OFFICE DEPOT	04/10/23	200.00	200.00	MISCELLANEOUS SUPPLIES/MATERIALS
23007668	001	500000	AMAZON.COM	04/17/23	30.00	30.00	MUSHROOM KIDS PLAY TENT
23007669	001	000389	OFFICE DEPOT	04/17/23	200.00	200.00	CO-CURRICULAR SUPPLIES
					430.00	430.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.115. COCURRICULAR SUPPLIES							
23007713	001	500000	AMAZON.COM	04/17/23	50.60	50.60	JACKSON - COLORED PENCIL SET - PE
23007714	001	500001	AMAZON MARKETPLACE	04/17/23	52.00	52.00	JACKSON - STACK-A-RAINBOW-TREE PL
23007754	001	500001	AMAZON MARKETPLACE	04/18/23	51.00	51.00	JACKSON - WORD PHONICS GAME PIGEON
23007755	001	500000	AMAZON.COM	04/18/23	48.00	48.00	JACKSON - ARTIST OIL PASTEL SET
					201.60	201.60	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.130. COCURRICULAR SUPPLIES							
23007340	001	500000	AMAZON.COM	04/06/23	60.00	60.00	BLANKET PO TO PURCHASE BUCKETBALL
23007863	001	500000	AMAZON.COM	04/18/23	100.00	100.00	PO TO PURCHASE MATERIALS TO SUPPO
					160.00	160.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.155. COCURRICULAR SUPPLIES							
23008020	001	500000	AMAZON.COM	04/25/23	194.75	194.75	CLASSROOM ITEMS FOR TEACHERS THAT
					194.75	194.75	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.170. COCURRICULAR SUPPLIES							
23007856	001	008678	HOBBY LOBBY	04/18/23	49.95	49.95	CLASSROOM SUPPLIES FOR THE ART TE
23007862	001	008678	HOBBY LOBBY	04/18/23	50.00	50.00	ART AND CRAFTS SUPPLIES FOR ART C
					99.95	99.95	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.705. COCURRICULAR SUPPLIES							
23007263	001	500000	AMAZON.COM	04/05/23	1,571.70	1,571.70	5 WHITE BOARDS FOR TEACHERS TO US
23007999	001	500000	AMAZON.COM	04/24/23	1,300.00	1,300.00	4 WHITE BOARDS FOR TEACHERS TO US
					2,871.70	2,871.70	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0100.1050.000.710. COCURRICULAR SUPPLIES							
23007561	001	500001	AMAZON MARKETPLACE	04/13/23	801.21	801.21	SUPPLIES FOR CLASSROOMS
					801.21	801.21	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0239.1050.000.165. COCURRICULAR SUPPLIES							
23007678	001	000795	INNOVATIVE LEARNING CONCEPTS	04/17/23	262.00	262.00	SPED BUDGET - 1 SET MAGNETIC 3D N
23007742	001	500000	AMAZON.COM	04/18/23	380.00	380.00	SPED BUDGET: 2 BREATHING BALLS, 3
					642.00	642.00	
DETAILS FOR ACCOUNT: 11.1999.51000.681.0251.1050.000.165. COCURRICULAR SUPPLIES							
23007306	001	500000	AMAZON.COM	04/05/23	60.00	60.00	GT GAME - CRANIUM ZOOREKA GAME
23007724	001	500000	AMAZON.COM	04/17/23	67.00	67.00	GT BUDGET- AMAZON 110PC MAGNET TI
					127.00	127.00	
DETAILS FOR ACCOUNT: 11.1999.52199.618.0000.0000.000.130. CLEANING & MAINTENANCE SUPPLIE							
23007415	001	500000	AMAZON.COM	04/07/23	80.00	80.00	PO TO PURCHASE ELECTRIC AIR PUMP
					80.00	80.00	

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DETAILS FOR ACCOUNT: 11.1999.52199.619.0100.1050.000.160. GENERAL OFFICE SUPPLIES							
23007601	001	500001	AMAZON MARKETPLACE	04/17/23	140.00	140.00	3-JAM PAPER PLASTIC EXPANSION ENV
					140.00	140.00	
DETAILS FOR ACCOUNT: 11.1999.52199.658.0100.1050.000.170. ADAPTIVE (SPEC ED) EQUIPMENT							
23007823	001	500001	AMAZON MARKETPLACE	04/18/23	515.48	515.48	RESOURCE ROOM ACOUSTIC FOAM PANEL
					515.48	515.48	
DETAILS FOR ACCOUNT: 11.1999.52199.683.0000.0000.000.130. EXTRA CURRICULAR SUPPLIES							
23007339	001	500000	AMAZON.COM	04/06/23	45.00	45.00	PO TO PURCHASE SELF SEAL CLEAR BA
					45.00	45.00	
DETAILS FOR ACCOUNT: 11.2020.51000.619.0251.1050.000.115. GENERAL OFFICE SUPPLIES							
23007481	001	500000	AMAZON.COM	04/10/23	250.00	250.00	(2) ALEENE'S GLUE 4 OZ 3-PACK, (2
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.2020.51000.619.0251.1050.000.140. GENERAL OFFICE SUPPLIES							
23007454	001	500000	AMAZON.COM	04/10/23	60.00	60.00	(2) ALLEX CARDBOARD SCISSORS LONG
					60.00	60.00	
DETAILS FOR ACCOUNT: 11.2020.51000.619.0251.1050.000.150. GENERAL OFFICE SUPPLIES							
23007292	001	500000	AMAZON.COM	04/05/23	65.00	65.00	SUPER GLUE (2-PACK) AND 2 - CHESS
					65.00	65.00	
DETAILS FOR ACCOUNT: 11.2020.51000.619.0251.1050.000.155. GENERAL OFFICE SUPPLIES							
23007511	001	500000	AMAZON.COM	04/12/23	155.00	155.00	AMAZON BASICS GLUE, CRAFT CIRCLE
					155.00	155.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.1170.000.504. COCURRICULAR SUPPLIES							
23007310	001	500000	AMAZON.COM	04/05/23	95.00	95.00	AEN ART ACRYLIC PAINT (24 COLORS)
					95.00	95.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.1173.000.115. COCURRICULAR SUPPLIES							
23007482	001	500000	AMAZON.COM	04/10/23	310.00	310.00	(2) LANYANI GLASS MOSAIC TILES 10
					310.00	310.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.1173.000.140. COCURRICULAR SUPPLIES							
23007365	001	500000	AMAZON.COM	04/06/23	205.00	205.00	2 EACH OF CANARY CARDBOARD SCISSO
23007452	001	500000	AMAZON.COM	04/10/23	115.00	115.00	(2) RUBFAC METALLIC 260 BALLOONS,
23007453	001	500000	AMAZON.COM	04/10/23	175.00	175.00	(3) CRAYOLA MODEL MAGIC WHITE, 1
					495.00	495.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.1173.000.155. COCURRICULAR SUPPLIES							
23007517	001	500001	AMAZON MARKETPLACE	04/12/23	253.00	253.00	LICHAMP MASKING TAPE (10 PACK), (
					253.00	253.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2200.000.110. COCURRICULAR SUPPLIES							
23007812	001	500000	AMAZON.COM	04/18/23	60.00	60.00	(4) WINNING MOVES NO STRESS CHESS
					60.00	60.00	

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DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2200.000.150. COCURRICULAR SUPPLIES							
23007289	001	500000	AMAZON.COM	04/05/23	75.00	75.00	LEGO PAINT PARTY, LEGO RAINBOW BR
23007290	001	500001	AMAZON MARKETPLACE	04/05/23	30.00	30.00	LEGO RAINBOW MINI FIGURE PUZZLE (
					105.00	105.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2200.000.155. COCURRICULAR SUPPLIES							
23007516	001	500000	AMAZON.COM	04/12/23	270.00	270.00	(4) THINK FUN SWISH, (5) OHELLO,
					270.00	270.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.115. COCURRICULAR SUPPLIES							
23007480	001	500000	AMAZON.COM	04/10/23	320.00	320.00	(2) MATATALAB TALEBOT PRO CODING
					320.00	320.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.120. COCURRICULAR SUPPLIES							
23007338	001	500001	AMAZON MARKETPLACE	04/06/23	215.00	215.00	HOVABATOR 2370 EGG INCUBATOR DELU
23007815	001	500000	AMAZON.COM	04/18/23	200.00	200.00	(2 EACH) ECOGLOW 20 SAFETY 600 BR
					415.00	415.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.122. COCURRICULAR SUPPLIES							
23007371	001	000823	LAKESHORE LEARNING MATERIALS	04/06/23	39.99	39.99	ITEM #TT758 BUILDING BRICK STEM C
23007371	002	000823	LAKESHORE LEARNING MATERIALS	04/06/23	49.99	49.99	ITEM #TT759 BUILDING BRICK STEM C
23007371	003	000823	LAKESHORE LEARNING MATERIALS	04/06/23	39.99	39.99	ITEM #TT223 I CAN BUILD IT! ARCHI
23007371	004	000823	LAKESHORE LEARNING MATERIALS	04/06/23	127.20	127.20	ITEM #PP75OX DESIGN & BUILD ENGIN
23007371	005	000823	LAKESHORE LEARNING MATERIALS	04/06/23	43.35	43.35	STANDARD DELIVERY
					300.52	300.52	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.140. COCURRICULAR SUPPLIES							
23007451	001	500000	AMAZON.COM	04/10/23	130.00	130.00	SNAP CIRCUITS ARCADE (SCA-200), (
					130.00	130.00	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.150. COCURRICULAR SUPPLIES							
23007297	001	010638	SPHERO INC	04/05/23	178.00	178.00	M001RW2 SPHERO MINI ACTIVITY KIT
23007297	002	010638	SPHERO INC	04/05/23	180.00	180.00	970-0530 SPHERO CITY & GOLF CODE
23007297	003	010638	SPHERO INC	04/05/23	179.00	179.00	K002ROWFFP SPHERO BOLT CODING ROB
23007297	004	010638	SPHERO INC	04/05/23	60.00	60.00	ATP01BL1 SPHERO TERRAIN PARK
23007297	005	010638	SPHERO INC	04/05/23	17.36	17.36	UPS GROUND SHIPPING RATE
23007302	001	500000	AMAZON.COM	04/05/23	95.00	95.00	GENIUS SQUARE, KANOODLE HEAT TO H
23007304	001	500000	AMAZON.COM	04/05/23	205.00	205.00	(3) CONCEPT GAMES AND (2) CONCEPT
23007305	001	500000	AMAZON.COM	04/05/23	165.00	165.00	2 EACH OF TICKET TO RIDE AND TICK
					1,079.36	1,079.36	
DETAILS FOR ACCOUNT: 11.2020.51000.681.0251.2250.000.155. COCURRICULAR SUPPLIES							
23007512	001	500000	AMAZON.COM	04/12/23	70.00	70.00	NATIVE AMERICAN THOUGHT: INVENTIO
					70.00	70.00	
DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2250.000.500. DUES AND FEES							
23007445	001	000463	MOORE NORMAN TECHNOLOGY CENTE	04/10/23	288.00	288.00	TWO SETS OF TWELVE IRVING STUDENT
23007446	001	000463	MOORE NORMAN TECHNOLOGY CENTE	04/10/23	144.00	144.00	TWELVE IRVING STUDENTS TO "THE WE
					432.00	432.00	

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DETAILS FOR ACCOUNT: 11.2020.51000.810.0251.2300.000.122. DUES AND FEES							
23007437	001	012200	JP MORGAN CHASE BANK NA	04/10/23	35.00	35.00	1 ADULT AND 5 STUDENT TICKETS TO
					35.00	35.00	
DETAILS FOR ACCOUNT: 11.2020.52199.619.0251.0000.000.504. GENERAL OFFICE SUPPLIES							
23007309	001	500000	AMAZON.COM	04/05/23	65.00	65.00	ACRIMET WALL MOUNT POCKET FILE (2
					65.00	65.00	
DETAILS FOR ACCOUNT: 11.2020.52199.682.0251.0000.000.140. REFRESHMENTS/AWARDS/GIFTS							
23007439	001	500000	AMAZON.COM	04/10/23	40.00	40.00	GIFT CARDS (\$25 AND \$15) FOR EISE
					40.00	40.00	
DETAILS FOR ACCOUNT: 11.2020.52199.682.0251.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
23007366	001	000513	PETERS, VINCENT - SOONER TROP	04/06/23	450.00	450.00	TROPHIES FOR SPRING ACADEMIC AWAR
					450.00	450.00	
DETAILS FOR ACCOUNT: 11.2020.52199.683.0251.0000.000.155. EXTRA CURRICULAR SUPPLIES							
23007513	001	500000	AMAZON.COM	04/12/23	60.00	60.00	DBEST PRODUCTS QUIK CART ON WHEEL
					60.00	60.00	
DETAILS FOR ACCOUNT: 11.2020.52212.641.0251.0000.000.115. BOOKS							
23007479	001	500000	AMAZON.COM	04/10/23	35.00	35.00	THE WORD COLECTOR, MISS ALAINEUS,
					35.00	35.00	
DETAILS FOR ACCOUNT: 11.2020.52212.641.0251.0000.000.150. BOOKS							
23007288	001	500000	AMAZON.COM	04/05/23	45.00	45.00	TRYING, MAYBE, AND VERY GOOD HATS
					45.00	45.00	
DETAILS FOR ACCOUNT: 11.2020.52212.641.0251.0000.000.504. BOOKS							
23007311	001	500000	AMAZON.COM	04/05/23	25.00	25.00	CARDBOARD BOX ENGINEERING BY JONA
					25.00	25.00	
DETAILS FOR ACCOUNT: 11.2020.52213.860.0251.0000.000.710. STAFF REGISTRATION & TUITION							
23007636	001	012200	JP MORGAN CHASE BANK NA	04/17/23	625.00	625.00	REGISTRATION OF BETH FREIHOFFER FO
					625.00	625.00	
TOTALS FOR FUND: 11 GENERAL FUND					1,969,459.54	1,968,824.09	
DETAILS FOR ACCOUNT: 21.0000.52620.624.0000.0000.000.001. ELECTRICITY							
23007763	001	000414	OKLAHOMA GAS & ELECTRIC CO	04/18/23	120,000.00	120,000.00	BLANKET PO FOR DISTRICT ELECTRIC
					120,000.00	120,000.00	
DETAILS FOR ACCOUNT: 21.0000.52620.627.0000.0000.000.001. NATURAL GAS							
23007773	001	000588	OKLAHOMA NATURAL GAS COMPANY	04/18/23	15,000.00	15,000.00	BLANKET PO FOR DISTRICT GAS SERVI
					15,000.00	15,000.00	
DETAILS FOR ACCOUNT: 21.0000.52630.426.0000.0000.000.050. GROUNDS-LAWN CARE SERV							
23007776	001	014030	MONKS, LOGAN ALEXANDER	04/18/23	60,000.00	60,000.00	LANDSCAPING/GROUNDS
					60,000.00	60,000.00	

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TOTALS FOR FUND: 21 BUILDING FUND					195,000.00	195,000.00	
DETAILS FOR ACCOUNT: 22.0000.41710.000.0700.0000.000.055. STUDENT MEALS							
23007402	001	013044	PITTMAN, JENNIFER	04/07/23	89.60	89.60	REFUND FOR: VERONICA BERGERON - A
23007933	001	014055	HENRY, DANA	04/20/23	73.75	73.75	REFUND FOR: KOLLINS HENRY - IRVIN
					163.35	163.35	
DETAILS FOR ACCOUNT: 22.0000.53120.439.0700.0000.000.050. OTHER EQUIPMENT & VEHICLE SERV							
23007485	001	013614	STATEWIDE HEATING AIR CONDITI	04/10/23	15,000.00	15,000.00	KITCHEN EQUIPMENT REPAIR
					15,000.00	15,000.00	
TOTALS FOR FUND: 22 CHILD NUTRITION FUND					15,163.35	15,163.35	
DETAILS FOR ACCOUNT: 30.0133.52620.456.0000.0000.000.050. PAINTING AND GLAZING SERVICES							
23008069	001	003108	VECTOR CONCEPTS INC	04/27/23	2,642.26	2,642.26	REF PO 23005942 CHANGE ORDER REQU
					2,642.26	2,642.26	
DETAILS FOR ACCOUNT: 30.0133.52620.456.0000.0000.000.112. PAINTING AND GLAZING SERVICES							
23007872	001	004482	WALKER COMPANIES	04/18/23	5,731.44	5,731.44	WALL MURAL FOR CLEVELAND
					5,731.44	5,731.44	
DETAILS FOR ACCOUNT: 30.0133.52620.456.0000.0000.000.125. PAINTING AND GLAZING SERVICES							
23007873	001	004482	WALKER COMPANIES	04/18/23	9,129.07	9,129.07	TEXT ON CONCESSION WALL AT LINCOL
					9,129.07	9,129.07	
TOTALS FOR FUND: 30 BOND FUND-REC'D 2010					17,502.77	17,502.77	
DETAILS FOR ACCOUNT: 32.0137.52580.346.0000.0000.000.710. TECHNOLOGY RELATED TECHNICAL S							
23007497	004	006168	DIGI SECURITY SYSTEMS LLC	04/11/23	5,180.00	5,180.00	PROJECT SERVICES
					5,180.00	5,180.00	
DETAILS FOR ACCOUNT: 32.0137.52580.452.0000.0000.000.096. ELECTRICAL SYSTEMS SERVICES							
23007374	001	006168	DIGI SECURITY SYSTEMS LLC	04/06/23	2,397.92	2,397.92	EQUIPMENT
23007374	002	006168	DIGI SECURITY SYSTEMS LLC	04/06/23	58.33	58.33	SHIPPING
					2,456.25	2,456.25	
DETAILS FOR ACCOUNT: 32.0137.52580.452.0000.0000.000.710. ELECTRICAL SYSTEMS SERVICES							
23007497	001	006168	DIGI SECURITY SYSTEMS LLC	04/11/23	5,031.50	5,031.50	EQUIPMENT
23007497	002	006168	DIGI SECURITY SYSTEMS LLC	04/11/23	2,234.00	2,234.00	CABLING AND SUPPORT EQUIPMENT
23007497	003	006168	DIGI SECURITY SYSTEMS LLC	04/11/23	73.00	73.00	PROFESSIONAL INSTALLATION MATERIA
23007497	005	006168	DIGI SECURITY SYSTEMS LLC	04/11/23	196.67	196.67	SHIPPING
					7,535.17	7,535.17	
DETAILS FOR ACCOUNT: 32.0137.52580.652.0000.0000.000.002. AUDIOVISUAL							
23007378	001	007699	M&A TECHNOLOGY INC	04/06/23	2,924.75	2,924.75	OPTOMA X309ST SHORT THROW PROJECT
					2,924.75	2,924.75	

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DETAILS FOR ACCOUNT: 32.0137.52580.653.0000.0000.000.050. TECH RELATED SUPPLIES							
23007375	001	006168	DIGI SECURITY SYSTEMS LLC	04/06/23	1,244.00	1,244.00	ACCESS CONTROL CARDS
23007375	002	006168	DIGI SECURITY SYSTEMS LLC	04/06/23	58.33	58.33	SHIPPING
23007376	001	010802	AGIREPAIR INC	04/06/23	9,000.00	9,000.00	BLANKET LOGIC BOARD AND MACBOOK A
23007377	001	500000	AMAZON.COM	04/06/23	3,000.00	3,000.00	BLANKET HARDWARE REPAIR NEEDS
					13,302.33	13,302.33	
DETAILS FOR ACCOUNT: 32.0282.51000.681.0100.2250.000.050. COCURRICULAR SUPPLIES							
23007568	001	001553	EDUCATIONAL INNOVATIONS INC	04/14/23	2,200.00	2,200.00	SECONDARY SCIENCE SUPPLIES - (ECL
					2,200.00	2,200.00	
DETAILS FOR ACCOUNT: 32.0282.51000.681.0100.2250.000.504. COCURRICULAR SUPPLIES							
23007569	001	500001	AMAZON MARKETPLACE	04/14/23	1,000.00	1,000.00	SECONDARY SCIENCE SUPPLIES FOR -
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 32.0283.51000.652.0000.2910.000.705. AUDIOVISUAL							
23007602	001	000041	B & H PHOTO & ELECTRONICS	04/17/23	2,991.00	2,991.00	SUPPLIES FOR NHS MEDIA PROGRAM
					2,991.00	2,991.00	
DETAILS FOR ACCOUNT: 32.0283.52220.640.0000.0000.000.740. EBOOKS							
23007603	001	005874	OVERDRIVE INC	04/17/23	500.00	500.00	EBOOKS FOR DIMENSIONS SECONDARY -
					500.00	500.00	
DETAILS FOR ACCOUNT: 32.0283.52220.641.0000.0000.000.740. BOOKS							
23007604	001	000054	BARNES & NOBLE BOOKSELLERS	04/17/23	260.00	260.00	BOOKS FOR DIMENSIONS SECONDARY LI
					260.00	260.00	
DETAILS FOR ACCOUNT: 32.0284.51000.657.0100.3330.000.710. UNIFORMS							
23008110	001	001269	BSN SPORTS	05/01/23	9,800.00	9,800.00	UA CONQUER PANT (WHITE)
23008110	002	001269	BSN SPORTS	05/01/23	125.00	125.00	FREIGHT
					9,925.00	9,925.00	
TOTALS FOR FUND: 32 BOND FUND-REC'D 2012					48,274.50	48,274.50	
DETAILS FOR ACCOUNT: 33.0132.54620.720.0000.0000.000.001. BUILDINGS							
23007781	001	001270	BANCFIRST	04/18/23	5,765,000.00	5,765,000.00	ACQUISITION PAYMENT FOR SERIES 20
					5,765,000.00	5,765,000.00	
TOTALS FOR FUND: 33 BOND FUND-REC'D 2013					5,765,000.00	5,765,000.00	
DETAILS FOR ACCOUNT: 39.0254.52132.616.0000.0000.000.050. FIRST AID SUPPLIES							
23008088	001	000245	SCHOOL HEALTH CORPORATION	04/27/23	13,050.00	13,050.00	9 POWERHEART G5 AED'S \$1450.00 EA
23008088	002	000245	SCHOOL HEALTH CORPORATION	04/27/23	14,288.27	14,288.27	53 CABINETS/AED WALL MOUNT W ALAR
23008088	003	000245	SCHOOL HEALTH CORPORATION	04/27/23	3,363.00	3,363.00	10 AED BATTERY G5 CS REPLACEMENTS
					30,701.27	30,701.27	

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DETAILS FOR ACCOUNT: 39.0254.52132.651.0000.0000.000.050. APPLIANCES/FURN/FIXTURES							
23007687	001	002559	WILLIAM V MACGILL & CO	04/17/23	2,196.00	2,196.00	2 RECOVERY COUCHES W CHROME/STEEL
					<u>2,196.00</u>	<u>2,196.00</u>	
DETAILS FOR ACCOUNT: 39.0280.52580.673.0000.0000.000.002. PORTABLE DEVICES							
23007269	001	000824	APPLE INC	04/05/23	4,404.95	4,404.95	12.9 IPAD PRO WIFI-CELLULAR 3 CAS
					<u>4,404.95</u>	<u>4,404.95</u>	
TOTALS FOR FUND: 39 BOND FUND-REC'D 2009					37,302.22	37,302.22	

DETAILS FOR ACCOUNT: 61.0801.51000.681.0100.3330.000.705. INSTR-COCURRICULAR SUPPLIES							
23008008	001	000222	RIDDELL/ALL AMERICAN	04/24/23	195.00	195.00	KNEE PADS
23008008	002	000222	RIDDELL/ALL AMERICAN	04/24/23	29.45	29.45	FREIGHT
23008066	001	001269	BSN SPORTS	04/27/23	325.00	325.00	RUNNING LADDER
23008066	002	001269	BSN SPORTS	04/27/23	54.00	54.00	SNAPPER STICK
23008066	003	001269	BSN SPORTS	04/27/23	48.00	48.00	MOUTHGUARD WITH STRAP
23008066	004	001269	BSN SPORTS	04/27/23	72.00	72.00	PORTABLE SIGNAL HORN
23008066	005	001269	BSN SPORTS	04/27/23	64.00	64.00	FIXED AGILITY LADDER
23008066	006	001269	BSN SPORTS	04/27/23	52.50	52.50	BODY LOOP BAND
23008066	007	001269	BSN SPORTS	04/27/23	28.00	28.00	PLASTIC WHISTLES
23008066	008	001269	BSN SPORTS	04/27/23	9.50	9.50	LANYARD
23008066	009	001269	BSN SPORTS	04/27/23	955.00	955.00	LANDING MAT
23008066	010	001269	BSN SPORTS	04/27/23	160.80	160.80	FREIGHT
23008067	001	007572	BIG GAME SPORTS INC	04/27/23	899.90	899.90	FOOTBALLS
23008067	002	007572	BIG GAME SPORTS INC	04/27/23	12.99	12.99	MOJO LEATHER CONDITIONER
23008067	003	007572	BIG GAME SPORTS INC	04/27/23	29.98	29.98	CLUTCH HAND PREP
23008067	004	007572	BIG GAME SPORTS INC	04/27/23	20.00	20.00	SHIPPING
					<u>2,956.12</u>	<u>2,956.12</u>	

DETAILS FOR ACCOUNT: 61.0801.51000.681.0100.3330.000.710. INSTR-COCURRICULAR SUPPLIES							
23007909	001	001269	BSN SPORTS	04/19/23	1,824.00	1,824.00	16 FOOTBALLS
23007909	002	001269	BSN SPORTS	04/19/23	249.36	249.36	ADULT MOUTHGUARD PACKS
					<u>2,073.36</u>	<u>2,073.36</u>	

DETAILS FOR ACCOUNT: 61.0802.51000.681.0100.3330.000.705. INSTR-COCURRICULAR SUPPLIES							
23008001	001	001269	BSN SPORTS	04/24/23	1,152.00	1,152.00	ORANGE NCAA BASKETBALLS - 12 @ \$9
23008001	002	001269	BSN SPORTS	04/24/23	1,536.00	1,536.00	FREIGHT - \$128
					<u>2,688.00</u>	<u>2,688.00</u>	

DETAILS FOR ACCOUNT: 61.0804.51000.681.0100.3330.000.705. COCURRICULAR SUPPLIES							
23007943	001	500000	AMAZON.COM	04/21/23	120.00	120.00	DEGOL JUMP ROPE WITH BALL BEARING
					<u>120.00</u>	<u>120.00</u>	

DETAILS FOR ACCOUNT: 61.0805.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
23007616	001	013338	MULVANEY, CHRISTOPHER	04/17/23	150.00	150.00	BASEBALL UMPIRE 4/11
23007934	001	014025	VANN, BRYCE	04/20/23	150.00	150.00	BASEBALL UMPIRE 4/20
23007935	001	010819	HUNT, DAHLTON	04/20/23	150.00	75.00	BASEBALL UMPIRE 4/20
23007980	001	013999	TRENT, DANIEL	04/24/23	225.00	225.00	BASEBALL UMPIRE 4/22
23008079	001	013382	SIECK, CHRISTIAN	04/27/23	150.00	150.00	BASEBALL UMPIRE

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23008080	001	013038	MARTIN, JAMES	04/27/23	150.00	150.00	BASEBALL UMPIRE
23008081	001	014005	GINGRICH, DONNY	04/27/23	90.00	90.00	BASEBALL UMPIRE
23008082	001	013338	MULVANEY, CHRISTOPHER	04/27/23	90.00	90.00	BASEBALL UMPIRE
					1,155.00	1,080.00	
DETAILS FOR ACCOUNT: 61.0806.52199.343.0800.0000.000.501. STUD SUPP-GAME OFFICIALS SERV							
23007328	001	001823	GAME OFFICIALS FOR BLANKET EN	04/06/23	100.00	100.00	UMPIRE FOR 2 AMS SLOW PITCH SOFTB
23007329	001	001823	GAME OFFICIALS FOR BLANKET EN	04/06/23	100.00	100.00	UMPIRE FOR 2 AMS SLOW PITCH SOFTB
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0806.52199.682.0806.0000.000.501. REFRESHMENTS/AWARDS/GIFTS							
23008091	001	000509	NORMAN BOWLING CENTER	04/28/23	100.00	100.00	FOOD AND ACTIVITIES FOR SOFTBALL
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0806.52199.683.0800.0000.000.501. STUD SUPP-EXTRA CURRICULAR SUP							
23007277	001	500000	AMAZON.COM	04/05/23	405.58	405.58	PLASTIC SOFTBALLS - 12 @ \$11.70 S
					405.58	405.58	
DETAILS FOR ACCOUNT: 61.0807.51000.657.0100.3330.000.705. UNIFORMS							
23007944	001	001269	BSN SPORTS	04/21/23	161.00	161.00	LOCKER TEE - 7 @ \$23
23007944	002	001269	BSN SPORTS	04/21/23	196.00	196.00	RECRUIT HOOD - 7 @ \$28
23007944	003	001269	BSN SPORTS	04/21/23	213.50	213.50	TRAINING SHORT - 7 @ \$30.50
					570.50	570.50	
DETAILS FOR ACCOUNT: 61.0807.51000.681.0100.3300.000.705. INSTR-COCURRICULAR SUPPLIES							
23007944	004	001269	BSN SPORTS	04/21/23	10.00	10.00	LETTERING
23007944	005	001269	BSN SPORTS	04/21/23	65.45	65.45	FREIGHT
					75.45	75.45	
DETAILS FOR ACCOUNT: 61.0810.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
23007986	001	005081	OGLESBY, JOE	04/24/23	100.00	100.00	SOFTBALL OFFICIAL 4/20
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0810.52199.343.0800.0000.000.500. STUD SUPP-GAME OFFICIALS SERV							
23007940	001	001823	GAME OFFICIALS FOR BLANKET EN	04/20/23	90.00	90.00	IRVING/SOFTBALL /OFFICIAL SOLO OF
					90.00	90.00	
DETAILS FOR ACCOUNT: 61.0813.51000.810.0100.3330.000.705. INSTRUCTION-DUES AND FEES							
23007964	001	000406	NORMAN GOLF PARTNERS LLC	04/21/23	5,150.00	5,150.00	RENTAL FEE FOR GOLF TOURNAMENT (E
					5,150.00	5,150.00	
DETAILS FOR ACCOUNT: 61.0813.52720.442.0800.0000.000.705. EQUIPMENT AND VEHICLE SERVICES							
23007264	001	005590	EAN HOLDINGS LLC - ENTERPRISE	04/05/23	250.00	250.00	TRANSPORTATION FOR BOYS GOLF TO E
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0813.52720.513.0100.3330.000.710. STUD TRANSP BY OUTSIDE AGENCY							
23007696	001	005590	EAN HOLDINGS LLC - ENTERPRISE	04/17/23	181.50	181.50	RENTAL VEHICLE SOCCER TOURNAMNET
					181.50	181.50	
DETAILS FOR ACCOUNT: 61.0815.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
23007412	001	001823	GAME OFFICIALS FOR BLANKET EN	04/07/23	40.00	40.00	SOCCER REF 4/6

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23007571	001	001823	GAME OFFICIALS FOR BLANKET EN	04/14/23	40.00	40.00	SOCCER REF 4/6
23007789	001	014053	CRUZ, RUBEN	04/18/23	75.00	50.00	SOCCER REFEREE 4/14
23008013	001	006542	TAYLOR, SAM	04/24/23	80.00	80.00	SOCCER REF 4/24
23008014	001	006542	TAYLOR, SAM	04/24/23	40.00	40.00	SOCCER REF 4/24
DETAILS FOR ACCOUNT: 61.0817.51000.345.0100.3330.000.705. INSTR-OTH COMP EVENTS OFFICIAL					275.00	250.00	
23007956	001	012767	LLOYD, WILLIAM H	04/21/23	175.00	175.00	STARTER FOR TRACK MEETS
DETAILS FOR ACCOUNT: 61.0817.52199.683.0800.0000.000.501. STUD SUPP-EXTRA CURRICULAR SUP					175.00	175.00	
23007456	001	002854	M-F ATHLETIC CO INC - MFAC LL	04/10/23	2,889.00	2,889.00	ITEM # 6630-01 6 @ \$449/EACH NEW
DETAILS FOR ACCOUNT: 61.0818.51000.345.0100.3330.000.705. INSTR-OTH COMP EVENTS OFFICIAL					2,889.00	2,889.00	
23007956	001	012767	LLOYD, WILLIAM H	04/21/23	175.00	175.00	STARTER FOR TRACK MEETS
DETAILS FOR ACCOUNT: 61.0819.51000.619.0100.3330.000.710. INSTR-GENERAL OFFICE SUPPLIES					175.00	175.00	
23007624	001	500001	AMAZON MARKETPLACE	04/17/23	91.06	91.06	ATHLETIC OFFICE SUPPLIES, BINDERS
DETAILS FOR ACCOUNT: 61.0819.51000.681.0100.3330.000.710. INSTR-COCURRICULAR SUPPLIES					91.06	91.06	
23007308	001	500001	AMAZON MARKETPLACE	04/05/23	58.25	58.25	4 BY 6 OKLAHOMA STATE FLAG FOR FI
DETAILS FOR ACCOUNT: 61.0819.51000.682.0100.3330.000.710. REFRESHMENTS/AWARDS/GIFTS					58.25	58.25	
23007403	001	003274	STETSON JJ OKLAHOMA I LLC	04/07/23	179.70	179.70	SOFTBALL TOURN. HOSPITALITY LUNCH
DETAILS FOR ACCOUNT: 61.0819.52199.343.0800.0000.000.502. STUD SUPP-GAME OFFICIALS SERV					179.70	179.70	
23007521	001	001823	GAME OFFICIALS FOR BLANKET EN	04/12/23	240.00	240.00	MIDDLE SCHOOL SLOW PITCH SOFTBALL
DETAILS FOR ACCOUNT: 61.0819.52199.657.0800.0000.000.502. STUDENT SUPPORT-UNIFORMS					240.00	240.00	
23008064	001	001269	BSN SPORTS	04/27/23	4,200.00	4,200.00	FOOTBALL UNIFORMS 80 BOTTOMS 52.5
23008064	002	001269	BSN SPORTS	04/27/23	4,520.00	4,520.00	FOOTBALL UNIFORMS TOPS
23008064	003	001269	BSN SPORTS	04/27/23	610.40	610.40	FREIGHT-SHIPPING
DETAILS FOR ACCOUNT: 61.0819.52199.683.0800.0000.000.502. STUD SUPP-EXTRA CURRICULAR SUP					9,330.40	9,330.40	
23007510	001	013487	PRO ACOUSTICS	04/12/23	1,486.58	1,486.58	SOFTBALL -COSME EQUIPMENT, SUPPLI
DETAILS FOR ACCOUNT: 61.0819.52620.618.0100.3330.000.710. CLEANING & MAINTENANCE SUPPLIE					1,486.58	1,486.58	
23007756	001	500001	AMAZON MARKETPLACE	04/18/23	59.97	59.97	SHOP VAC FOR THE FIELD HOUSE
DETAILS FOR ACCOUNT: 61.0819.52640.439.0100.3300.000.003. OTHER EQUIPMENT & VEHICLE SERV					59.97	59.97	
23007291	001	014011	NEIGHBORHOOD BICYCLE SHOP LLC	04/05/23	250.00	250.00	ADAPTIVE PE REPAIRS ON TRIKES
					250.00	250.00	

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DETAILS FOR ACCOUNT: 61.0819.54300.711.0819.3330.000.003. ATHLETIC AREAS							
23007626	001	011311	RGROUP INC - UNITED TURF AND	04/17/23	8,690.00	8,690.00	TOTAL COST FOR MATERIALS, LABOR,
					8,690.00	8,690.00	
DETAILS FOR ACCOUNT: 61.0820.52199.683.0900.0000.000.112. EXTRA CURRICULAR SUPPLIES							
23008092	001	011213	MAIN STREET DONUTS	04/28/23	130.00	130.00	DONUTS TO BE PICKED UP FOR STUDEN
					130.00	130.00	
DETAILS FOR ACCOUNT: 61.0820.53200.670.0900.0000.000.112. MDSE-PURCH FOR RESALE FOR FND							
23007312	001	001232	SAM'S EAST INC	04/05/23	250.00	250.00	SNACKS TO BE PICKED UP BY JR BUSI
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0822.51000.343.0100.3330.000.710. INSTR-GAME OFFICIALS SERVICES							
23007783	001	001823	GAME OFFICIALS FOR BLANKET EN	04/18/23	80.00	80.00	SOCCER REFEREE 4/14
23007791	001	008208	SALDIERNA, JUAN	04/18/23	75.00	30.00	SOCCER REFEREE 4/14
23008027	001	005516	TALAI, AHMAD	04/25/23	80.00	80.00	SOCCER REF 4/24
23008028	001	005516	TALAI, AHMAD	04/25/23	40.00	40.00	SOCCER REF 4/24
					275.00	230.00	
DETAILS FOR ACCOUNT: 61.0824.51000.614.0100.0000.000.710. INSTR-TESTING SUPPLIES & MAT							
23007740	001	000854	COLLEGE ENTRANCE EXAMINATION	04/18/23	46,560.00	46,560.00	AP EXAMS FOR SCHOOL YEAR 2023
					46,560.00	46,560.00	
DETAILS FOR ACCOUNT: 61.0824.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23007613	001	001232	SAM'S EAST INC	04/17/23	405.00	405.00	AP SNACKS FOR WHEN THEY HAVE AP E
					405.00	405.00	
DETAILS FOR ACCOUNT: 61.0825.51000.681.0100.1050.000.150. INSTR-COCURRICULAR SUPPLIES							
23007876	001	000560	BERCHER CERAMIC SUPPLY INC	04/18/23	200.00	200.00	GLAZE FOR CERAMICS
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0825.51000.681.0900.1173.000.151. COCURRICULAR SUPPLIES							
23007470	001	500001	AMAZON MARKETPLACE	04/10/23	500.00	500.00	TEACHERS WILL CHOOSE PROJECTS AND
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0825.52199.683.0100.1173.000.004. EXTRA CURRICULAR SUPPLIES							
23008033	001	500000	AMAZON.COM	04/25/23	1,000.00	1,000.00	SUPPLIES FOR NHS ART STUDENTS 202
23008101	001	500000	AMAZON.COM	05/01/23	200.00	200.00	ART SUPPLIES FOR NHS VISUAL ART S
23008121	001	500000	AMAZON.COM	05/01/23	80.00	80.00	STUDENT ART SUPPLIES WMS ART
					1,280.00	1,280.00	
DETAILS FOR ACCOUNT: 61.0825.52212.860.0271.1173.000.004. STAFF REGISTRATION & TUITION							
23007432	001	014018	NATIONAL ART EDUCATION ASSOCI	04/10/23	600.00	600.00	NAEA APRIL 13-15 REGISTRATION FOR
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0825.52213.583.0900.0000.000.004. OUT OF STATE TRAVEL							
23007490	001	014008	WARWICK PRESTIGE HOTELS LLC	04/11/23	900.00	900.00	HOTEL FOR NAEA SAN ANTONIO APRIL
23007686	001	014034	HYATT CORPORATION	04/17/23	1,000.00	1,000.00	HOTEL FOR NAEA SAN ANTONIO APRIL
					1,900.00	1,900.00	

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DETAILS FOR ACCOUNT: 61.0825.52640.439.0100.1173.000.004. OTHER EQUIPMENT & VEHICLE SERV							
23008119	001	000560	BERCHER CERAMIC SUPPLY INC	05/01/23	350.00	350.00	DIMENSIONS KILN REPAIR AND NHS KI
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0827.52199.682.0900.0000.000.125. REFRESHMENTS/AWARDS/GIFTS							
23007274	001	500001	AMAZON MARKETPLACE	04/05/23	110.00	110.00	BIRTHDAY PENCILS FOR STUDENTS. WE
					110.00	110.00	
DETAILS FOR ACCOUNT: 61.0827.52340.682.0827.0000.000.001. OTH GEN ADMIN-AWARDS/GIFTS/DÉC							
23007554	001	003892	DAIOHS USA INC	04/12/23	500.00	500.00	COFFEE FOR ADMINISTRATIVE SERVICE
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0827.52573.583.0900.0000.000.504. OUT OF STATE TRAVEL							
23007784	001	001886	JOURNEY HOUSE TRAVEL INC	04/18/23	1,857.00	1,857.00	FLIGHT TO ORLANDO FOR AMLE CONFER
					1,857.00	1,857.00	
DETAILS FOR ACCOUNT: 61.0828.51000.648.0100.1195.000.502. INSTRUCTION-MAGAZINES							
23007753	001	002512	INSTRUMENTALIST PRODUCTS CO	04/18/23	150.00	150.00	DIR/BAND/CONDUCTORS COMB MAGAZINE
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0828.51000.655.0100.1195.000.504. INSTRUCTION-INSTRUMENTS							
23007738	001	000585	GILLIAM MUSIC COMPANY	04/17/23	300.00	62.00	SNARE DRUM CASES
					300.00	62.00	
DETAILS FOR ACCOUNT: 61.0828.51000.682.0100.1195.000.502. REFRESHMENTS/AWARDS/GIFTS							
23007749	001	000513	PETERS, VINCENT - SOONER TROP	04/18/23	360.00	360.00	END OF THE YEAR TROPHIES AND AWAR
					360.00	360.00	
DETAILS FOR ACCOUNT: 61.0828.52199.682.0900.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
23007493	001	001552	MAZZIO'S LLC	04/11/23	130.00	130.00	PIZZA FOR BAND STUDENTS-PCARD-MOL
					130.00	130.00	
DETAILS FOR ACCOUNT: 61.0830.52410.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23007938	001	013835	KARSTENS BAGELS	04/20/23	300.00	300.00	BAGEL CAFE FOR FACULTY MEETING LU
23008004	001	013284	SCRATCH KITCHEN LLC	04/24/23	500.00	500.00	SCRATCH FOR FACULTY MEETING & AFT
23008060	001	011213	MAIN STREET DONUTS	04/25/23	650.00	518.00	SNACK ITEMS FOR TEACHER/STAFF MEE
					1,450.00	1,318.00	
DETAILS FOR ACCOUNT: 61.0840.51000.681.0311.8000.000.705. INSTR-COCURRICULAR SUPPLIES							
23007958	001	012516	THE OKLAHOMA FLOWER MARKET	04/21/23	2,500.00	2,500.00	FLOWERS AS NEEDED FOR FLORAL CLAS
23007959	001	000320	OUTBACK LABORATORIES	04/21/23	1,000.00	1,000.00	MUMS FOR IN THE FALL BUT HAVE TO
23007961	001	500000	AMAZON.COM	04/21/23	1,000.00	1,000.00	BLANKET FOR CLASSROOM SUPPLIES AS
23007962	001	014044	ELLISON SYSTEMS INC	04/21/23	500.00	500.00	VO-AG FOR AGCOMM SPEECH RESOURCES
23007963	001	012418	TWISTED ROAD LLC	04/21/23	1,200.00	1,200.00	VO-AG SUPPLIES SY 22-23
					6,200.00	6,200.00	
DETAILS FOR ACCOUNT: 61.0840.52199.582.0900.0000.000.705. STUDENT SUPP-OUT OF DIST TRAVE							
23007930	001	012468	STYLES, REBECCA	04/20/23	700.00	700.00	TRAVEL TO ARKANSAS FOR NAAE CONFE
23008127	001	002165	GRISSOM, DEVIN	05/01/23	135.00	135.00	PER DIEM FOR MAY 1ST -MAY 3RD FOR
23008128	001	012468	STYLES, REBECCA	05/01/23	135.00	135.00	PER DIEM FOR MAY 1ST -MAY 3RD FOR
					970.00	970.00	

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DETAILS FOR ACCOUNT: 61.0840.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23007506	001	001232	SAM'S EAST INC	04/12/23	1,000.00	1,000.00	FOOD ITEMS FOR COOKOUT, FFA WEEK
23008061	001	014059	CALVERT, JEREMY	04/25/23	1,000.00	1,000.00	MEAT/FOOD ITEMS AS NEEDED FOR NHS
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 61.0840.52213.583.0900.0000.000.705. INST STAFF TRAIN-OD DIST TRAVE							
23007926	001	012200	JP MORGAN CHASE BANK NA	04/19/23	300.00	300.00	HOTEL FOR OAETA TEACHER-LED PROFE
23008130	001	012468	STYLES, REBECCA	05/01/23	220.54	220.54	PER DIEM FOR OAETA TEACHER-LED PR
					520.54	520.54	
DETAILS FOR ACCOUNT: 61.0840.52213.583.0900.0000.000.705. INST STAFF TRAIN-OUT OF ST TRA							
23007929	001	012200	JP MORGAN CHASE BANK NA	04/20/23	500.00	500.00	HOTEL FOR NAAE CONFERENCE ON JUNE
23008129	001	012468	STYLES, REBECCA	05/01/23	800.00	800.00	PER DIEM FOR NAAE REGION II CONFE
					1,300.00	1,300.00	
DETAILS FOR ACCOUNT: 61.0849.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23007936	001	500000	AMAZON.COM	04/20/23	100.00	100.00	BLACK STUDENT UNION STOLES FOR GR
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0100.1050.000.130. INSTRUCTION-DUES AND FEES							
23007787	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/18/23	300.00	300.00	STUDENT ENTRY FEE ZOO FIELD TRIP
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0100.1051.000.160. DUES AND FEES							
23008047	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/25/23	948.00	948.00	ADMISSION TO ZOO ON TUESDAY, MAY
					948.00	948.00	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0900.0000.000.165. INSTRUCTION-DUES AND FEES							
23007384	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/07/23	1,080.00	1,080.00	2ND GRADE FIELD TRIP - OKC ZOO -
					1,080.00	1,080.00	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0900.1052.000.160. DUES AND FEES							
23007660	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/17/23	1,244.00	1,244.00	ADMISSION AND BUS FEE TO OK SCIEN
					1,244.00	1,244.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.0000.000.112. STUDENT SUPPORT-DUES AND FEES							
23007535	001	013424	URBAN AIR - MOORE LLC	04/12/23	3,095.00	3,095.00	5TH GRADE FIELD TRIP FRIDAY, MAY
23007886	001	000625	CITY OF NORMAN	04/18/23	90.00	90.00	KINDERGARTEN FIELD TRIP 5/13/23 1
23008133	001	014072	SKATE MOORE LLC	05/01/23	1,100.00	1,100.00	5TH GRADE FIELD TRIP ON 5/16/23 I
					4,285.00	4,285.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.0000.000.125. STUDENT SUPPORT-DUES AND FEES							
23007744	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/18/23	260.00	260.00	ADMISSION TO ZOO FOR FIELD TRIP D
23007852	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/18/23	200.00	200.00	ADMISSION TO OKLAHOMA SCIENCE MUS
					460.00	460.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.0000.000.153. STUDENT SUPPORT-DUES AND FEES							
23007519	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/12/23	1,264.00	1,264.00	2ND GRADE FIELD TRIP-SCIENCE MUSE
					1,264.00	1,264.00	

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DETAILS FOR ACCOUNT: 61.0862.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
23007614	001	500001	AMAZON MARKETPLACE	04/17/23	160.00	160.00	BUILDING A TRANSMITTER TO PRACTIC
					160.00	160.00	
DETAILS FOR ACCOUNT: 61.0864.52199.683.0900.0000.000.705. EXTRA CURRICULAR SUPPLIES							
23008005	001	500000	AMAZON.COM	04/24/23	40.00	40.00	FRENCH CLUB CLASSROOM SUPPLIES 22
					40.00	40.00	
DETAILS FOR ACCOUNT: 61.0866.51000.619.0100.1050.000.160. INSTR-GENERAL OFFICE SUPPLIES							
23007957	001	000082	NSS LLC	04/21/23	10.00	10.00	1-SELF INKED STAMP FOR SCHOOL PUR
					10.00	10.00	
DETAILS FOR ACCOUNT: 61.0866.51000.619.0100.2250.000.500. INSTR-GENERAL OFFICE SUPPLIES							
23007642	001	500000	AMAZON.COM	04/17/23	400.00	400.00	IRVING/OFFICE/COUNSELORS/STATE TE
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0866.51000.653.0100.1050.000.107. INSTRUCTION-COMPUTERS							
23008065	001	012200	JP MORGAN CHASE BANK NA	04/27/23	300.00	300.00	EMERGENCY PO -Cellular Phone Repa
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0866.51000.655.0100.1050.000.120. INSTRUMENTS							
23007634	001	001294	WEST MUSIC COMPANY INC	04/17/23	87.00	87.00	WESTWOOD GUITAR-UKELELE RACK
					87.00	87.00	
DETAILS FOR ACCOUNT: 61.0866.51000.681.0100.1050.000.150. INSTR-COCURRICULAR SUPPLIES							
23007550	001	006878	TEACHER SYNERGY	04/12/23	100.00	100.00	COCURRICULAR MATERIALS UNIT PLAN
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0866.51000.681.0100.1050.000.151. COCURRICULAR SUPPLIES							
23007543	001	500001	AMAZON MARKETPLACE	04/12/23	2,400.00	2,400.00	SCHOOL WIDE COCURRICULAR STEM BUI
23007544	001	000823	LAKESHORE LEARNING MATERIALS	04/12/23	430.00	430.00	STEM ITEMS FOR RESOURCE CLASSROOM
23007545	001	008226	TANGIBLE PLAY INC	04/12/23	400.00	400.00	STEM ACTIVITY RESOURCES FOR AUTIS
23007546	001	500001	AMAZON MARKETPLACE	04/12/23	300.00	300.00	OVERFLOW STEM, SAFETY NET, COCURR
					3,530.00	3,530.00	
DETAILS FOR ACCOUNT: 61.0866.51000.681.0129.2500.000.006. COCURRICULAR SUPPLIES							
23007764	001	003938	CAHILL ENTERPRISES INC - HOB	04/18/23	249.99	249.99	SPMR1010 DX6E TRANSMITTER ONLY
23007764	002	003938	CAHILL ENTERPRISES INC - HOB	04/18/23	99.99	99.99	FLT-5010 CREATIVITY BUILD PACK
					349.98	349.98	
DETAILS FOR ACCOUNT: 61.0866.51000.681.0239.0000.000.504. COCURRICULAR SUPPLIES							
23008077	001	500000	AMAZON.COM	04/27/23	70.00	70.00	PLAY CALCULATOR/CASH REGISTER BIG
					70.00	70.00	
DETAILS FOR ACCOUNT: 61.0866.51000.682.0100.0000.000.504. REFRESHMENTS/AWARDS/GIFTS							
23007425	001	010413	PARTY CITY CORPORTATION - PAR	04/07/23	100.00	100.00	DECORATIONS
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0866.51000.682.0100.1050.000.150. INSTR-AWARDS/GIFTS/DECOR							
23007382	001	010280	MICHAELS STORES INC	04/07/23	350.00	350.00	MATERIALS FOR STUDENT TEES
					350.00	350.00	

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DETAILS FOR ACCOUNT: 61.0866.51000.810.0100.0000.000.150. INSTRUCTION-DUES AND FEES							
23007381	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/07/23	900.00	900.00	ENTRY FEES
23007723	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/17/23	950.00	950.00	ENTRY FEES 70 STUDENTS @ \$5 5 STA
					1,850.00	1,850.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0100.1050.000.107. INSTRUCTION-DUES AND FEES							
23007552	001	730005	UNIVERSITY OF OKLAHOMA	04/12/23	225.00	225.00	ADMISSION 1ST GRADE SAM NOBLE MUS
23007553	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/12/23	225.00	225.00	ADMISSION 2ND GRADE ZOO FIELD TRI
23007640	001	000542	JASMINE MORAN CHILDREN'S MUSE	04/17/23	325.00	325.00	ADMISSION FOR KINDER JAMINE MORAN
23007768	001	005552	TIGER SAFARI INC	04/18/23	250.00	250.00	PREK TIGER SAFRI FIELD TRIP ADMIS
					1,025.00	1,025.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0100.1050.000.135. INSTRUCTION-DUES AND FEES							
23008025	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/25/23	600.00	600.00	4TH GRADE TO SCIENCE MUSEUM
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0100.1050.000.150. INSTRUCTION-DUES AND FEES							
23007719	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/17/23	200.00	200.00	ENTRY FEES 10 - STUDENTS @ \$8 10
23008131	001	001992	SCIENCE MUSEUM OF OKLAHOMA	05/01/23	800.00	800.00	75 STUDENTS 25 PARENTS 5 TEACHERS
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0100.1053.000.150. DUES AND FEES							
23007536	001	003251	WILLIAM FREMONT HARN GARDENS	04/12/23	650.00	650.00	ENTERY FEES FOR 80 STUDENTS @ \$7
					650.00	650.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0900.0000.000.120. INSTRUCTION-DUES AND FEES							
23007898	001	001295	ORR FAMILY FARM & RR LLC	04/18/23	525.00	115.00	KINDERGARTEN TO ORR FAMILY FARM 4
					525.00	115.00	
DETAILS FOR ACCOUNT: 61.0866.52199.449.0900.0000.000.112. OTHER RENTALS OR LEASE SERVICE							
23008137	001	013380	PARTYTIME INFLATABLES	05/01/23	580.00	580.00	INFLATABLE FOR KINDERGARTEN WATER
					580.00	580.00	
DETAILS FOR ACCOUNT: 61.0866.52199.449.0900.0000.000.135. OTHER RENTALS OR LEASE SERVICE							
23008016	001	000625	CITY OF NORMAN	04/25/23	250.00	250.00	RESERVE LIONS PARK FOR END OF YEA
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0866.52199.619.0900.0000.000.120. STUDENT SUPP-GEN OFFICE SUPPLI							
23007547	001	000528	COPELIN'S OFFICE CENTER	04/12/23	81.00	81.00	CONSTRUCTION PAPER
23007565	001	500000	AMAZON.COM	04/14/23	600.00	600.00	RANG WASHABLE TEMPERA PAINT DESKT
					681.00	681.00	
DETAILS FOR ACCOUNT: 61.0866.52199.619.0900.0000.000.502. STUDENT SUPP-GEN OFFICE SUPPLI							
23007369	001	000528	COPELIN'S OFFICE CENTER	04/06/23	175.39	175.39	LAMINATING FILM ECT PCARD-MOLES
					175.39	175.39	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.120. REFRESHMENTS/AWARDS/GIFTS							
23007762	001	012200	JP MORGAN CHASE BANK NA	04/18/23	500.00	500.00	VARIOUS END OF YEAR CELEBRATIONS
					500.00	500.00	

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DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.135. REFRESHMENTS/AWARDS/GIFTS							
23007271	001	005420	QUALITY LOGO PRODUCTS INC	04/05/23	350.00	350.00	GOLD PENCILS FOR HEROES
23007273	001	001232	SAM'S EAST INC	04/05/23	300.00	300.00	SNACKS FOR STATE TESTING
23007275	001	011435	MAULDIN, NICK - CHICK FIL A	04/05/23	500.00	500.00	CHICKFILA LUNCH FOR 5TH GRADERS A
23007285	001	007126	COSTLEY RUSH ENTERPRISES #72	04/05/23	600.00	600.00	CICI'S PIZZA FOR HERO OF THE MONT
23007467	001	000428	MG NOVELTIES - PARTY GALAXY	04/10/23	150.00	150.00	BALLOONS FOR FIFTH GRADE CELEBRAT
23007471	001	001324	SCARBOROUGH INVESTMENT INC -	04/10/23	200.00	200.00	PIZZA FOR 5TH GRADE LOCK IN
23007606	001	001232	SAM'S EAST INC	04/17/23	200.00	200.00	FOOD AND SUPPLIES FOR 5TH GRADE L
23007619	001	001232	SAM'S EAST INC	04/17/23	250.00	250.00	FOOD AND SUPPLIES FOR 5TH GRADE P
23007621	001	001232	SAM'S EAST INC	04/17/23	200.00	200.00	FOOD AND SUPPLIES FOR 5TH GRADE S
23007622	001	001232	SAM'S EAST INC	04/17/23	300.00	300.00	FOOD AND SUPPLIES FOR SENIOR DAY
23007623	001	000513	PETERS, VINCENT - SOONER TROP	04/17/23	40.00	40.00	ENGRAVING FOR PLAQUE FOR TOY, SUP
					3,090.00	3,090.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.160. REFRESHMENTS/AWARDS/GIFTS							
23008055	001	500001	AMAZON MARKETPLACE	04/25/23	60.00	60.00	ITEMS FOR SENIOR DAY 1-36TH PIECE
					60.00	60.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.504. REFRESHMENTS/AWARDS/GIFTS							
23007887	001	007866	DOLLAR TREE	04/18/23	25.00	25.00	SUPPLIES FOR SENIOR RECOGNITION
23007888	001	001232	SAM'S EAST INC	04/18/23	100.00	100.00	SUPPLIES FOR SENIOR RECOGNITION
					125.00	125.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23007907	001	011435	MAULDIN, NICK - CHICK FIL A	04/19/23	200.00	200.00	NUGGETS, GRILLED NUGGETS, FRIES,
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
23007430	001	008147	SONIC DRIVE IN	04/07/23	150.00	150.00	GIFT CARDS FOR INCENTIVES (GRADES
23007431	001	011435	MAULDIN, NICK - CHICK FIL A	04/07/23	150.00	150.00	INCENTIVES BULLDOG AWARDS GRADES
23007557	001	000201	LITTLE CAESARS PIZZA	04/12/23	100.00	100.00	EMERGENCY PIZZA FOR THE 30 STUDEN
23007857	001	001225	WALMART STORES INC	04/18/23	225.00	225.00	TWO \$100 DOLLAR GIFT CARDS FOR TH
					625.00	625.00	
DETAILS FOR ACCOUNT: 61.0866.52199.683.0100.1195.000.004. EXTRA CURRICULAR SUPPLIES							
23007954	001	000125	JW PEPPER & SON INC	04/21/23	90.00	90.00	MUSIC FOR BAND RECRUITMENT
					90.00	90.00	
DETAILS FOR ACCOUNT: 61.0866.52199.683.0900.0000.000.112. STUD SUPP-EXTRA CURRICULAR SUP							
23008094	001	000382	HOME DEPOT USA INC	05/01/23	200.00	200.00	SUPPLIES TO BE PICKED UP AND USED
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0866.52199.683.0900.0000.000.135. STUD SUPP-EXTRA CURRICULAR SUP							
23007734	001	500000	AMAZON.COM	04/17/23	230.00	230.00	REPLACEMENT SUPPLIES FOR WESLEY'S
					230.00	230.00	
DETAILS FOR ACCOUNT: 61.0866.52199.810.0900.0000.000.122. STUDENT SUPPORT-DUES AND FEES							
23007429	001	007232	OKLAHOMA CITY NATIONAL MEMORI	04/07/23	150.00	150.00	4TH GRADE FIELD TRIP TO OKC MEMOR
23007659	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/17/23	500.00	500.00	2ND GRADE FIELD TRIP OKC ZOO
					650.00	650.00	

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DETAILS FOR ACCOUNT: 61.0866.52220.641.0900.0000.000.135. LIBR MEDIA-BOOKS							
23007476	001	000241	AMERICAN LIBRARY ASSOCIATION	04/10/23	350.00	350.00	BOOKS FOR LIBRARY FOUNDATIONS FOR
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0866.52220.682.0900.0000.000.092. REFRESHMENTS/AWARDS/GIFTS							
23007419	001	001241	HOMELAND UNITED SUPERMARKETS	04/07/23	200.00	200.00	FOOD FOR MEETINGS
23007421	001	013377	GENESIS TEA COMPANY LLC	04/07/23	75.00	75.00	FOOD FOR MEETINGS
					275.00	275.00	
DETAILS FOR ACCOUNT: 61.0866.52240.614.0239.0000.000.500. TESTING SUPPLIES & MATERIALS							
23007674	001	000114	PEARSON EDUCATION INC	04/17/23	286.30	286.30	IRVING/SPED/32392-KTEA-3 BRIEF RE
23007674	002	000114	PEARSON EDUCATION INC	04/17/23	286.30	286.30	IRVING/SPED/32393-KTEA-3 BRIEF RE
23007674	003	000114	PEARSON EDUCATION INC	04/17/23	28.63	28.63	IRIVNG/KTEA/SHIPPING
					601.23	601.23	
DETAILS FOR ACCOUNT: 61.0866.52340.682.0900.0000.000.096. REFRESHMENTS/AWARDS/GIFTS							
23007324	001	002668	CRACKER BARREL OLD COUNTRY ST	04/06/23	599.92	599.92	DONATION: FOOD AND SUPPLIES FOR S
					599.92	599.92	
DETAILS FOR ACCOUNT: 61.0866.52410.449.0900.0000.000.501. PRINC OFF-OTH RENT OR LEASE SE							
23008097	001	003892	DAIOHS USA INC	05/01/23	200.00	127.55	RENTAL ON HOT/COLD WATER MACHINE
					200.00	127.55	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.112. PRINC OFF-GEN OFFICE SUPPLIES							
23007393	001	001225	WALMART STORES INC	04/07/23	200.00	200.00	MISCELLANEOUS OFFICE SUPPLIES/MAT
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.501. PRINC OFF-GEN OFFICE SUPPLIES							
23008136	001	500000	AMAZON.COM	05/01/23	187.00	187.00	LIFETIME 60012 EXTRA LARGE DECK B
					187.00	187.00	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.504. PRINC OFF-GEN OFFICE SUPPLIES							
23007793	001	000389	OFFICE DEPOT	04/18/23	80.00	80.00	WALL SZED POSTIT NOTE PADS
23008138	001	012898	BC GROUP HOLDINGS INC	05/01/23	172.00	172.00	BADGE RELLS WITH CLEAR DOME
					252.00	252.00	
DETAILS FOR ACCOUNT: 61.0866.52410.641.0900.0000.000.135. BOOKS							
23008054	001	014064	PARK PLACE PUBLICATIONS LP	04/25/23	75.00	75.00	TX DOCUMENTATION HANDBOOK FOR MRS
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.0866.52410.651.0900.0000.000.501. PRINC OFF-APPLIANCES							
23007436	001	500000	AMAZON.COM	04/10/23	36.00	36.00	12 FRAMES FOR MAIN OFFICE - \$30 F
					36.00	36.00	
DETAILS FOR ACCOUNT: 61.0866.52410.653.0900.0000.000.500. TECH RELATED SUPPLIES							
23007942	001	000389	OFFICE DEPOT	04/20/23	500.00	500.00	arTech.com Monitor Privacy Screen
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.107. REFRESHMENTS/AWARDS/GIFTS							
23007843	001	500000	AMAZON.COM	04/18/23	275.00	275.00	RETIREMENT CLOCK FOR MARTHA AND D
23007878	001	008500	LLZ LLC - EILEEN'S COLOSSAL C	04/18/23	100.00	100.00	TEACHER APPRECIATION WEEK COOKIES

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23008115	001	000082	NSS LLC	05/01/23	100.00	100.00	PERSONALIZED PLAQUES FOR RETIREME
					475.00	475.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.112. REFRESHMENTS/AWARDS/GIFTS							
23007478	001	013409	HZ LM CASUAL FOODS LLC	04/10/23	400.00	400.00	STAFF LUNCHES FOR TOY LUNCHEON TH
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.115. REFRESHMENTS/AWARDS/GIFTS							
23007596	001	000527	MASSIVE GRAPHICS INC	04/14/23	408.00	408.00	JACKSON - JUMP ROPE T-SHIRTS -- S
					408.00	408.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.120. REFRESHMENTS/AWARDS/GIFTS							
23008095	001	000513	PETERS, VINCENT - SOONER TROP	05/01/23	500.00	500.00	TROPHIES AND ENGRAVING
23008120	001	004195	AJANTA ENTERPRISES	05/01/23	100.00	100.00	6" BRASS BELLS W/WOOD HANDLES (7.
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.130. PRINC OFF-AWARDS/GIFTS/DECOR							
23007418	001	500003	DOLLARTREE.COM - DOLLAR TREE	04/07/23	40.00	40.00	PO TO PURCHASE TABLECLOTHS FOR TH
					40.00	40.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.135. PRINC OFF-AWARDS/GIFTS/DECOR							
23008135	001	001225	WALMART STORES INC	05/01/23	300.00	300.00	FOOD AND SUPPLIES FOR STAFF DEVEL
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.150. PRINC OFF-AWARDS/GIFTS/DECOR							
23007386	001	001225	WALMART STORES INC	04/07/23	500.00	500.00	FOOD DRINKS DECOR DOOR PRIZES ETC
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.500. REFRESHMENTS/AWARDS/GIFTS							
23008031	001	003892	DAIOHS USA INC	04/25/23	200.00	200.00	IRVING OFFICE COFFEE AND SUPPLIES
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.502. PRINC OFF-AWARDS/GIFTS/DECOR							
23007531	001	001232	SAM'S EAST INC	04/12/23	500.00	500.00	REFRESHMENTS/ SUPPLIES, ECT, AWAR
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.710. PRINC OFF-AWARDS/GIFTS/DECOR							
23007379	001	012200	JP MORGAN CHASE BANK NA	04/07/23	250.00	250.00	FOOR FOR ASSISTANT PRINCIPAL APPR
23007779	001	001232	SAM'S EAST INC	04/18/23	500.00	500.00	BLANKET PO FOR FOOD AND REFRESHME
					750.00	750.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
23007860	001	001225	WALMART STORES INC	04/18/23	75.00	75.00	COFFEE BAR SUPPLIES (COFFEE, CUPS,
23007896	001	001232	SAM'S EAST INC	04/18/23	100.00	100.00	SNACKS FOR EXPAND ED STATE TESTIN
					175.00	175.00	
DETAILS FOR ACCOUNT: 61.0866.52530.550.0900.0000.000.110. PRNT/PUB/DUP-PRINTING & BINDIN							
23007380	001	000328	MORRIS PRINTING GROUP INC	04/07/23	1,200.00	1,200.00	STUDENT PLANNERS
					1,200.00	1,200.00	

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DETAILS FOR ACCOUNT: 61.0868.51000.681.0251.1050.000.160. COCURRICULAR SUPPLIES							
23007960	001	500001	AMAZON MARKETPLACE	04/21/23	180.00	180.00	6-THE GENIUS SQUARE-GAME OF THE Y
					180.00	180.00	
DETAILS FOR ACCOUNT: 61.0868.51000.810.0251.0000.000.160. DUES AND FEES							
23007392	001	730018	UNIVERSITY OF OKLAHOMA	04/07/23	400.00	400.00	ADMISSION FOR 20 3RD GRADE STUDEN
23007711	001	003193	MYRIAD GARDENS FOUNDATION	04/17/23	217.00	217.00	STUDENT ADMISSION TO MYRIAD GARDE
					617.00	617.00	
DETAILS FOR ACCOUNT: 61.0870.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23007283	001	001324	SCARBOROUGH INVESTMENT INC -	04/05/23	160.00	160.00	(10) LARGE PEPP PIZZA @ 9.525/EAC
23007751	001	011435	MAULDIN, NICK - CHICK FIL A	04/18/23	200.00	200.00	(1) CHICK FIL A NUGGETS TRAY 200
					360.00	360.00	
DETAILS FOR ACCOUNT: 61.0873.52199.683.0900.0000.000.151. EXTRA CURRICULAR SUPPLIES							
23007752	001	012200	JP MORGAN CHASE BANK NA	04/18/23	1,200.00	1,200.00	T-SHIRTS, CELEBRATION ITEMS, RECO
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 61.0877.52199.810.0900.0000.000.500. STUDENT SUPPORT-DUES AND FEES							
23007401	001	012200	JP MORGAN CHASE BANK NA	04/07/23	1,150.00	1,150.00	IRVING/6TH GRADE/FIELD TRIP/SUCCE
					1,150.00	1,150.00	
DETAILS FOR ACCOUNT: 61.0880.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23007925	001	000844	OZARK PIZZA COMPANY - PAPA JO	04/19/23	500.00	500.00	SENIOR PICNIC ON MAY 26TH FOR ABO
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0880.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23008087	001	001232	SAM'S EAST INC	04/27/23	700.00	700.00	SUPPLIES FOR THE SENIOR 2023 PICN
					700.00	700.00	
DETAILS FOR ACCOUNT: 61.0881.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23007344	001	000645	NATIONAL ASSOCIATION OF SECON	04/06/23	3,000.00	3,000.00	NHS PENDANT STOLE
23007344	002	000645	NATIONAL ASSOCIATION OF SECON	04/06/23	405.00	405.00	NHS BLUE/GOLD HONOR CORD
23007344	003	000645	NATIONAL ASSOCIATION OF SECON	04/06/23	14.00	14.00	EMBOSSSED SEALS/PKG 25
					3,419.00	3,419.00	
DETAILS FOR ACCOUNT: 61.0882.52199.651.0900.0000.000.710. APPLIANCES							
23007422	001	500001	AMAZON MARKETPLACE	04/07/23	750.00	750.00	(3) UTILITY CARTS \$239.99/EACH
					750.00	750.00	
DETAILS FOR ACCOUNT: 61.0882.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23007655	001	008191	BEL USA LLC - DISCOUNTINGMUGS	04/17/23	628.81	628.81	HATS FOR ICDC TRIP TO ORLANDO 04
23008012	001	012200	JP MORGAN CHASE BANK NA	04/24/23	50.00	50.00	LUNCH FOR DECA STUDENTS ON THE WA
					678.81	678.81	
DETAILS FOR ACCOUNT: 61.0882.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
23007994	001	013393	TRANSFER EXPRESS INC	04/24/23	1,000.00	1,000.00	TRANSFER DESIGNS FOR SHIRTS
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0882.53200.660.0900.0000.000.710. ENTERPRISE-MDSE-PURCH RESALE							
23007993	001	012744	JONES TSHIRTS INC	04/24/23	1,500.00	1,500.00	SHIRTS TO BE SOLD NEXT SCHOOL YEA
					1,500.00	1,500.00	

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DETAILS FOR ACCOUNT: 61.0882.53200.670.0900.0000.000.705. ENTERPRISE-MDSE-PURCH FOR RESA							
23007508	001	001232	SAM'S EAST INC	04/12/23	500.00	500.00	CANDY AND SNACKS FOR RESSALE IN T
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0882.53200.670.0900.0000.000.710. ENTERPRISE-MDSE-PURCH FOR RESA							
23008032	001	000751	BEN E KEITH FOODS INC	04/25/23	5,000.00	5,000.00	BLANKET PO FOR ITEMS SOLD IN N PL
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT: 61.0884.52199.425.0900.0000.000.705. STUDENT SUPP-LAUNDRY SERVICES							
23008059	001	000502	WALDEN CLEANERS & LAUNDRY INC	04/25/23	1,000.00	1,000.00	UNIFORM CLEANING THROUGHOUT THE Y
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0884.52199.655.0155.3002.000.004. INSTRUMENTS							
23008109	001	000585	GILLIAM MUSIC COMPANY	05/01/23	1,100.00	1,100.00	YAMAHA ARIUS YDP 145B FOR TRUMAN
					1,100.00	1,100.00	
DETAILS FOR ACCOUNT: 61.0884.52199.655.0710.3002.000.004. INSTRUMENTS							
23008099	001	000585	GILLIAM MUSIC COMPANY	05/01/23	4,999.00	4,999.00	1 CLARINET FOR NNHS BAND
					4,999.00	4,999.00	
DETAILS FOR ACCOUNT: 61.0884.52640.439.0504.3002.000.004. OTHER EQUIPMENT & VEHICLE SERV							
23008108	001	000585	GILLIAM MUSIC COMPANY	05/01/23	300.00	300.00	EMERGENCY REPAIRS FOR WMS BAND
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0891.52199.619.0900.0000.000.710. STUDENT SUPP-GEN OFFICE SUPPLI							
23008085	001	500001	AMAZON MARKETPLACE	04/27/23	400.00	400.00	(13) OFFICE DEPOT ENVELOPES, BOX
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0891.52199.653.0900.0000.000.710. TECH RELATED SUPPLIES							
23007346	001	500001	AMAZON MARKETPLACE	04/06/23	4,000.00	4,000.00	(2) SHEHDS MOVING HEAD LIGHTS LED
					4,000.00	4,000.00	
DETAILS FOR ACCOUNT: 61.0894.52199.810.0900.0000.000.710. STUDENT SUPPORT-DUES AND FEES							
23007270	001	006330	OKLAHOMA JUNIOR CLASSICAL LEA	04/05/23	300.00	300.00	REGISTRATION FOR OKLAHOMA JUNIOR
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0896.52220.619.0900.0000.000.160. LIBR MEDIA-GEN OFFICE SUPPLIES							
23008116	001	500001	AMAZON MARKETPLACE	05/01/23	128.00	128.00	1-USB CHARGING STATION WITH RAPID
					128.00	128.00	
DETAILS FOR ACCOUNT: 61.0896.52220.641.0100.1050.000.135. BOOKS							
23007385	001	000259	HERTZBERG-NEW METHOD INC -	04/07/23	1,100.00	1,100.00	BOOKS FOR LIBRARY
					1,100.00	1,100.00	
DETAILS FOR ACCOUNT: 61.0896.53200.670.0900.0000.000.115. ENTERPRISE-MDSE-PURCH FOR RESA							
23007524	001	013457	LITERATI INC	04/12/23	2,371.74	2,371.74	JACKSON - BOOK FAIR SPRING TIME
					2,371.74	2,371.74	
DETAILS FOR ACCOUNT: 61.0899.51000.681.0100.3400.000.710. INSTR-COCURRICULAR SUPPLIES							
23007579	001	000025	NASCO EDUCATION LLC	04/14/23	294.30	294.30	SUPPLIES FOR FCCLA CLASSROOM MINI
					294.30	294.30	

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DETAILS FOR ACCOUNT: 61.0899.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23007584	001	008318	THE E GROUP, INC	04/14/23	600.00	600.00	(25) FCCLA STOHL
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0905.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23007420	001	005811	MU ALPHA THETA NATIONAL HIGH	04/07/23	500.00	140.00	(80) BLUE AND GOLD GRADUATION HON
23007423	001	003360	HONORS GRADUATION	04/07/23	375.00	20.00	40 DOUBLE SILVER GRADUATION HONOR
					875.00	160.00	
DETAILS FOR ACCOUNT: 61.0906.53200.660.0900.0000.000.112. ENTERPRISE-MDSE-PURCH RESALE							
23007883	001	000527	MASSIVE GRAPHICS INC	04/18/23	494.00	494.00	YOUTH SIZE SMALL
23007883	002	000527	MASSIVE GRAPHICS INC	04/18/23	237.50	237.50	YOUTH SIZE MEDIUM
23007883	003	000527	MASSIVE GRAPHICS INC	04/18/23	19.00	19.00	YOUTH SIZE LARGE
23007883	004	000527	MASSIVE GRAPHICS INC	04/18/23	28.50	28.50	ADULT SIZE SMALL
23007883	005	000527	MASSIVE GRAPHICS INC	04/18/23	66.50	66.50	ADULT SIZE MEDIUM
23007883	006	000527	MASSIVE GRAPHICS INC	04/18/23	76.00	76.00	ADULT SIZE LARGE
23007883	007	000527	MASSIVE GRAPHICS INC	04/18/23	57.00	57.00	ADULT SIZE XL
23007883	008	000527	MASSIVE GRAPHICS INC	04/18/23	34.50	34.50	ADULT SIZE XXL
23007883	009	000527	MASSIVE GRAPHICS INC	04/18/23	12.50	12.50	ADULT SIZE XXXL
					1,025.50	1,025.50	
DETAILS FOR ACCOUNT: 61.0911.51000.681.0100.2800.000.710. INSTR-COCURRICULAR SUPPLIES							
23008083	001	500001	AMAZON MARKETPLACE	04/27/23	300.00	300.00	72X40 DOUBLE SIDED ROLLING WHITEB
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0911.51000.810.0100.1170.000.501. DUES AND FEES							
23007884	001	000109	CLP FRONTIER CITY LLC	04/18/23	11,190.00	11,190.00	PERFORMING ARTS TRIP ON MAY 20, 2
					11,190.00	11,190.00	
DETAILS FOR ACCOUNT: 61.0919.51000.681.0900.0000.000.125. COCURRICULAR SUPPLIES							
23007396	001	500001	AMAZON MARKETPLACE	04/07/23	60.00	60.00	MAGNETIC CHUNKS - USED FOR SENTEN
					60.00	60.00	
DETAILS FOR ACCOUNT: 61.0919.52199.611.0900.0000.000.125. STUDENT SUPP-PAPER SUPPLIES							
23007951	001	500001	AMAZON MARKETPLACE	04/21/23	200.00	200.00	BABY BLUE CARD STOCK BABY PINK CA
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0919.52199.619.0900.0000.000.125. STUDENT SUPP-GEN OFFICE SUPPLI							
23007395	001	500001	AMAZON MARKETPLACE	04/07/23	45.00	45.00	100 PACK SENTENCE STRIPS FOR TEAC
23007466	001	500001	AMAZON MARKETPLACE	04/10/23	35.00	35.00	9X12 YELLOW ENVELOPES GUMMED SEAL
23007952	001	500001	AMAZON MARKETPLACE	04/21/23	60.00	60.00	BULLETIN BOARD BORDER BLACK BORD
23008072	001	500001	AMAZON MARKETPLACE	04/27/23	20.00	20.00	ACADEMIC PLANNER
23008073	001	500001	AMAZON MARKETPLACE	04/27/23	120.00	120.00	GALLON ZIPLOC BAGS FOR STUDENT KI
					280.00	280.00	
DETAILS FOR ACCOUNT: 61.0919.52199.653.0900.0000.000.125. TECH RELATED SUPPLIES							
23007507	001	500001	AMAZON MARKETPLACE	04/12/23	100.00	100.00	TONER TN331C FOR SECRETARY PRINTE
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0919.52410.530.0900.0000.000.125. COMMUNICATION SERVICES							
23007573	001	500001	AMAZON MARKETPLACE	04/14/23	150.00	150.00	4 WALKIES FOR AUTISM CLASSROOM.
					150.00	150.00	

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DETAILS FOR ACCOUNT: 61.0922.52199.810.0900.0000.000.705. DUES AND FEES							
23008062	001	014047	HAMILTON, JOHN G	04/25/23	80.00	80.00	KIOWA SINGER FOR CULTURAL SHOWCAS
					80.00	80.00	
DETAILS FOR ACCOUNT: 61.0924.52199.683.0900.0000.000.107. EXTRA CURRICULAR SUPPLIES							
23007683	001	004990	HOUSE OF CLAY, THE	04/17/23	84.00	84.00	Clay - Pottery for students
					84.00	84.00	
DETAILS FOR ACCOUNT: 61.0930.52199.682.0900.0000.000.153. REFRESHMENTS/AWARDS/GIFTS							
23008026	001	014063	DARRELL DUER JR	04/25/23	800.00	800.00	STUCO GIFTED HOT AIR BALLOON RIDE
					800.00	800.00	
DETAILS FOR ACCOUNT: 61.0930.52410.682.0900.0000.000.153. REFRESHMENTS/AWARDS/GIFTS							
23007389	001	001225	WALMART STORES INC	04/07/23	150.00	150.00	SNACKS FOR TEACHERS FROM STUCO
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0930.53200.670.0900.0000.000.153. MDSE-PURCH FOR RESALE FOR FND							
23007387	001	001232	SAM'S EAST INC	04/07/23	200.00	200.00	SNACKS FOR RESALE-STUCO
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0934.52199.449.0900.0000.000.705. STUD SUPP-OTH RENT OR LEASE SE							
23008058	001	730021	UNIVERSITY OF OKLAHOMA	04/25/23	7,280.45	7,280.45	FACILITY RENTAL FOR PROM ON 4/29/
					7,280.45	7,280.45	
DETAILS FOR ACCOUNT: 61.0934.52199.449.0900.0000.000.710. STUD SUPP-OTH RENT OR LEASE SE							
23007585	001	014028	MARVELOUS MARQUEE AND BALLOON	04/14/23	200.00	200.00	5X3 MARQUEE LETTERS SPELLS PROM
23007685	001	730058	UNIVERSITY OF OKLAHOMA	04/17/23	6,119.15	6,119.15	EVENT LOCATION STUART LANDING OMU
					6,319.15	6,319.15	
DETAILS FOR ACCOUNT: 61.0934.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
23007654	001	500001	AMAZON MARKETPLACE	04/17/23	141.00	141.00	(1) MINI MASQUERADE MAKES \$10.00 (
					141.00	141.00	
DETAILS FOR ACCOUNT: 61.0942.51000.681.0100.0000.000.504. COCURRICULAR SUPPLIES							
23007525	001	500000	AMAZON.COM	04/12/23	800.00	800.00	LIBRARY SUPPLIES PTO WILL REIMBUR
					800.00	800.00	
DETAILS FOR ACCOUNT: 61.0942.52199.682.0900.0000.000.504. REFRESHMENTS/AWARDS/GIFTS							
23007515	001	010970	MPOK 5039 LLC - MARCO'S PIZZA	04/12/23	100.00	100.00	PIZZA FOR STUDENTS
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0943.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23007847	001	500000	AMAZON.COM	04/18/23	100.00	100.00	TPAL HONOR CORDS FOR GRADUATION 2
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0950.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23008007	001	001232	SAM'S EAST INC	04/24/23	60.00	60.00	GSA LUNCH & LEARN EVENT
23008009	001	000844	OZARK PIZZA COMPANY - PAPA JO	04/24/23	100.00	100.00	GSA LUNCH & LEARN EVENT
					160.00	160.00	

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DETAILS FOR ACCOUNT: 61.0952.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23008010	001	000236	AMERICAN ASSN OF TEACHERS OF	04/24/23	507.70	507.70	30 SETS OF 5 DOUBLE HONOR CORDS @
					507.70	507.70	
DETAILS FOR ACCOUNT: 61.0952.52199.682.0900.2132.000.501. REFRESHMENTS/AWARDS/GIFTS							
23007741	001	005437	TCE IV LLC - TED'S CAFE ESCON	04/18/23	150.00	150.00	FOOD FOR SPANISH CLUB
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0953.51000.681.0100.1120.000.500. COCURRICULAR SUPPLIES							
23007514	001	000371	LOWE'S HOME CENTERS INC	04/12/23	600.00	600.00	IRIVNG/SPEECH/DRAMA /SUPPLIES-WOO
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0953.51000.681.0100.1184.000.504. COCURRICULAR SUPPLIES							
23007424	001	500000	AMAZON.COM	04/07/23	131.00	131.00	SUPPLIES FOR DRAMA CLASS
					131.00	131.00	
DETAILS FOR ACCOUNT: 61.0953.51000.810.0100.4000.000.710. INSTRUCTION-DUES AND FEES							
23007983	001	001637	BIXBY PUBLIC SCHOOLS	04/24/23	250.00	250.00	ENTRY FEES BIXBY TOURNAMENT
23007984	001	002012	DEER CREEK PUBLIC SCHOOLS	04/24/23	221.00	221.00	ENTRY FEES DEER CREEK TOURNAMENT
23007990	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	04/24/23	410.00	410.00	OSSAA STATE TOURNAMENT FEES SPEE
23008043	001	000270	NATIONAL FORENSIC LEAGUE	04/25/23	1,450.00	1,450.00	FEES FOR NSDA MEMBERSHIPS
					2,331.00	2,331.00	
DETAILS FOR ACCOUNT: 61.0953.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23008124	001	008986	GABERINOS HOMESTYLE ITALIAN R	05/01/23	300.00	300.00	SPEECH & DEBATE FOOD FOR END OF Y
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0953.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23008043	002	000270	NATIONAL FORENSIC LEAGUE	04/25/23	150.00	150.00	GRADUATION CORDS
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0954.51000.641.0239.1130.000.502. BOOKS							
23007598	001	012200	JP MORGAN CHASE BANK NA	04/17/23	100.00	100.00	SOCIAL EMOTIONAL LEARNING BOOKS X
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0954.52199.682.0239.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
23008053	001	003252	ESKIMOS JOE'S, INC	04/25/23	300.00	300.00	SPECIAL OLYMPICS T-SHIRTS MAY 202
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0954.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23007965	001	001225	WALMART STORES INC	04/21/23	130.00	130.00	SPED SUPPLIES
					130.00	130.00	
DETAILS FOR ACCOUNT: 61.0954.52199.683.0239.0000.000.502. EXTRA CURRICULAR SUPPLIES							
23008046	001	008678	HOBBY LOBBY	04/25/23	150.00	150.00	SPECIAL OLYMPICS2023 PCSRD 2023
23008134	001	050009	WALMART	05/01/23	500.00	500.00	SPECIAL OLYMPICS SUPPLIES, ICE CH
					650.00	650.00	
DETAILS FOR ACCOUNT: 61.0954.52199.683.0900.0000.000.705. STUD SUPP-EXTRA CURRICULAR SUP							
23007966	001	008678	HOBBY LOBBY	04/21/23	130.00	130.00	SPED SUPPLIES FOR SPECIAL OLYMPIC
					130.00	130.00	

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DETAILS FOR ACCOUNT: 61.0954.52199.810.0900.0000.000.705. STUDENT SUPPORT-DUES AND FEES							
23007372	001	001992	SCIENCE MUSEUM OF OKLAHOMA	04/06/23	248.00	248.00	SP-ED TRIP TO SCIENCE MUSEUM MAY
23007373	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	04/06/23	279.00	279.00	SP-ED TRIP TO ZOO APRIL 29,2023 2
					527.00	527.00	
DETAILS FOR ACCOUNT: 61.0954.52720.516.0239.0000.000.502. STUDENT OUT OF DISTRICT MEALS							
23008051	001	003252	ESKIMOS JOE'S, INC	04/25/23	300.00	300.00	MEALS SPECIAL OLYMPICS TIP/GRATUI
23008052	001	005557	HIDEAWAY RESTAURANT INC	04/25/23	250.00	250.00	MEALS SPECIAL OLYMPICS TIP/GRATUI
					550.00	550.00	
DETAILS FOR ACCOUNT: 61.0956.52199.346.0100.0000.000.004. TECHNOLOGY RELATED TECHNICAL S							
23008100	001	000319	HORTON, PAT - HORTON PRODUCTI	05/01/23	450.00	450.00	AUDIO/VIDEO RECORDING SERVICES FO
					450.00	450.00	
DETAILS FOR ACCOUNT: 61.0956.52199.682.0100.0000.000.004. REFRESHMENTS/AWARDS/GIFTS							
23007313	001	011435	MAULDIN, NICK - CHICK FIL A	04/05/23	500.00	500.00	CHICK FIL A LUNCH FOR DANCE REHEA
23008105	001	008407	THE SAXTON GROUP - MCALISTER'	05/01/23	175.00	175.00	MEALS FOR NNHS SPRING PLAY CAST A
					675.00	675.00	
DETAILS FOR ACCOUNT: 61.0956.52199.810.0100.0000.000.004. DUES AND FEES							
23007676	001	013971	CHOCTAW-NICOMA PARK BAND BOOS	04/17/23	150.00	150.00	REGISTRATION FOR CHOCTAW JAZZ FES
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0956.52213.860.0100.1170.000.004. STAFF REGISTRATION & TUITION							
23008103	001	014041	YPC NATIONAL INC	05/01/23	1,350.00	1,350.00	YOUNG PEOPLE CHORUS NATIONAL WORK
					1,350.00	1,350.00	
DETAILS FOR ACCOUNT: 61.0956.52720.513.0000.2800.000.004. STUD TRANSP BY OUTSIDE AGENCY							
23008037	001	003135	VILLAGE CHARTERS INC	04/25/23	1,350.00	1,350.00	NNHS CHOIR TO OSSAA SOLO/ENSEMBLE
					1,350.00	1,350.00	
DETAILS FOR ACCOUNT: 61.0957.52199.618.0900.0000.000.160. CLEANING & MAINTENANCE SUPPLIE							
23007523	001	500001	AMAZON MARKETPLACE	04/12/23	70.00	70.00	8- RUBBERMAID COMMERCIAL PRODUCTS
					70.00	70.00	
DETAILS FOR ACCOUNT: 61.0957.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
23007845	001	000285	JOSTENS INC	04/18/23	150.00	150.00	STUCO HONOR CORDS FOR GRADUATION
23007953	001	012200	JP MORGAN CHASE BANK NA	04/21/23	200.00	200.00	MEALS FOR STUDENT COUNCIL INTERVI
					350.00	350.00	
DETAILS FOR ACCOUNT: 61.0957.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23007582	001	000082	NSS LLC	04/14/23	659.78	659.78	32OZ SIMPLE MODERN WATER BOTTLES
23007988	001	013065	EAGLE ONE PIZZA	04/24/23	189.00	189.00	(30) PIZZAS \$6.00/\$180.00 (1) GLU
23007992	001	011181	HIDEAWAY - 2 INC - HIDEAWAY P	04/24/23	350.00	350.00	DEN SENIOR DINNER 8 LARGE PIZZAS,
					1,198.78	1,198.78	
DETAILS FOR ACCOUNT: 61.0957.52199.683.0900.0000.000.115. EXTRA CURRICULAR SUPPLIES							
23007769	001	500001	AMAZON MARKETPLACE	04/18/23	79.00	79.00	JACKSON - STUDENT COUNCIL - 12 PK
					79.00	79.00	

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DETAILS FOR ACCOUNT: 61.0957.52199.683.0900.0000.000.122. STUD SUPP-EXTRA CURRICULAR SUP							
23008049	001	000527	MASSIVE GRAPHICS INC	04/25/23	125.00	125.00	STUDENT COUNCIL TSHIRT 13 @ \$9.0
					125.00	125.00	
DETAILS FOR ACCOUNT: 61.0957.52199.683.0900.0000.000.160. STUD SUPP-EXTRA CURRICULAR SUP							
23007551	001	500001	AMAZON MARKETPLACE	04/12/23	323.37	323.37	3 BEST CHOICE PRODUCTS 6X3X2FT OU
					323.37	323.37	
DETAILS FOR ACCOUNT: 61.0957.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
23007583	001	007405	OKLAHOMA SHIRT COMPANY	04/14/23	751.85	751.85	(73) SUPPORT STAFF SHIRTS
23007989	001	500001	AMAZON MARKETPLACE	04/24/23	95.00	95.00	(2) NEON BEADED NECKLACES/72 COUN
23008034	001	000382	HOME DEPOT USA INC	04/25/23	455.00	455.00	SUPPLIES TO BUILD A GAME CALLED 9
					1,301.85	1,301.85	
DETAILS FOR ACCOUNT: 61.0969.51000.321.0100.3000.000.710. INSTRUCIONAL PROG IMPROVE SER							
23008035	001	006497	TURNER, MICHAEL	04/25/23	275.00	275.00	CHOIR SPRING SHOW PIANIST 05/12
23008036	001	013812	OKOYA, KALIZIBE DAVID	04/25/23	390.00	390.00	BASS PLAYER FOR CHOIR SPRING SHOW
23008038	001	014057	CONE, IAN	04/25/23	125.00	125.00	PERFORMING IN MOSTLY MOZART ORCHE
23008039	001	014058	KAISER, JOHN	04/25/23	125.00	125.00	PERFORMING IN MOSTLY MOZART ORCHE
23008040	001	007637	INGELS, KELLI - NORMAN SCHOOL	04/25/23	125.00	125.00	PERFORMING IN MOSTLY MOZART ORCHE
23008041	001	013558	NUNN, ROGER	04/25/23	125.00	125.00	PERFORMING IN MOSTLY MOZART ORCHE
23008042	001	011719	NEEL, ETHAN	04/25/23	450.00	450.00	CHOIR SPRING SHOW DRUMMER 05/12
					1,615.00	1,615.00	
DETAILS FOR ACCOUNT: 61.0969.51000.682.0100.3000.000.710. INSTR-AWARDS/GIFTS/DECOR							
23007991	001	000513	PETERS, VINCENT - SOONER TROP	04/24/23	184.00	184.00	SENIOR MEDALS (23) STUDENTS \$8.00
					184.00	184.00	
DETAILS FOR ACCOUNT: 61.0971.51000.653.0100.0000.000.710. TECH RELATED SUPPLIES							
23007276	001	500001	AMAZON MARKETPLACE	04/05/23	200.00	200.00	(10) SCANDISK 256 GB ULTRA USB
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0974.51000.682.0100.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23007597	001	000513	PETERS, VINCENT - SOONER TROP	04/17/23	120.00	120.00	BLACK ACRYLIC FLAME PLAQUE
23007597	002	000513	PETERS, VINCENT - SOONER TROP	04/17/23	240.00	240.00	BLACK MDF PLAQUES
					360.00	360.00	
DETAILS FOR ACCOUNT: 61.0974.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
23007917	001	001232	SAM'S EAST INC	04/19/23	500.00	500.00	REFRESHMENT FOR BANQUET BEVERAGES
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0974.53200.670.0900.0000.000.501. ENTERPRISE-MDSE-PURCH FOR RESA							
23008098	001	000285	JOSTENS INC	05/01/23	815.79	815.79	2022-2023 YEARBOOK FUNDRAISER
					815.79	815.79	
DETAILS FOR ACCOUNT: 61.0985.52199.682.0900.0000.000.155. REFRESHMENTS/AWARDS/GIFTS							
23007388	001	002486	CROWN AWARDS	04/07/23	410.00	410.00	BOTBALL MEDALS FOR BOTBALL TEAM
					410.00	410.00	
DETAILS FOR ACCOUNT: 61.0994.51000.619.0100.0000.000.504. INSTR-GENERAL OFFICE SUPPLIES							
23007932	001	500000	AMAZON.COM	04/20/23	25.00	25.00	ENVELOPES FOR WOW
					25.00	25.00	

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DETAILS FOR ACCOUNT: 61.0994.51000.681.0100.1058.000.504. COCURRICULAR SUPPLIES							
23007538	001	008678	HOBBY LOBBY	04/12/23	1,500.00	1,500.00	SUPPLIES FOR ROCKETS (WOW)
23007892	001	500000	AMAZON.COM	04/18/23	55.00	55.00	FISHING WEIGHTS AND CLIPBOARDS
23007893	001	001232	SAM'S EAST INC	04/18/23	1,000.00	1,000.00	SUPPLIES FOR WOW
23008076	001	003005	DHARMA TRADING CO	04/27/23	39.69	39.69	SUPERCLEAR
23008076	002	003005	DHARMA TRADING CO	04/27/23	8.80	8.80	176 POWDER PINK DYE
23008076	003	003005	DHARMA TRADING CO	04/27/23	8.65	8.65	48 BABY BLUE
23008076	004	003005	DHARMA TRADING CO	04/27/23	22.05	22.05	134 MOSS GREEN
23008076	005	003005	DHARMA TRADING CO	04/27/23	30.50	30.50	10A CGEBESE RED
23008076	006	003005	DHARMA TRADING CO	04/27/23	16.30	16.30	14A HOT PINK
23008076	007	003005	DHARMA TRADING CO	04/27/23	22.29	22.29	95 ROYAL BLUE
23008076	008	003005	DHARMA TRADING CO	04/27/23	90.72	90.72	16OZ SQUEEZE BOTTLES
23008076	009	003005	DHARMA TRADING CO	04/27/23	32.70	32.70	SHIPPING
					2,826.70	2,826.70	
DETAILS FOR ACCOUNT: 61.0994.52199.683.0900.0000.000.504. STUD SUPP-EXTRA CURRICULAR SUP							
23007894	001	050009	WALMART	04/18/23	750.00	750.00	SUPPLIES FOR WOW
					750.00	750.00	
DETAILS FOR ACCOUNT: 61.0997.52720.442.0900.0000.000.705. EQUIPMENT AND VEHICLE SERVICES							
23007850	001	005590	EAN HOLDINGS LLC - ENTERPRISE	04/18/23	500.00	500.00	ACADEMIC TEAM TRIP TO CHICAGO FOR
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0997.52720.515.0900.0000.000.705. STUDENT OUT OF DISTRICT LODGIN							
23007849	001	012200	JP MORGAN CHASE BANK NA	04/18/23	2,600.00	2,600.00	ACADEMIC TEAM NATIONALS TRIP TO C
					2,600.00	2,600.00	
DETAILS FOR ACCOUNT: 61.0997.52720.516.0900.0000.000.705. STUDENT OUT OF DISTRICT MEALS							
23007851	001	012200	JP MORGAN CHASE BANK NA	04/18/23	600.00	600.00	BLANKET PO FOR MISCELLANEOUS EXPE
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.1807.52199.682.0900.0000.000.504. REFRESHMENTS/AWARDS/GIFTS							
23007879	001	003046	HILGENFELD, MIKE	04/18/23	200.00	200.00	LUNCH FOR STUDENTS TSA CONF
23007880	001	008407	THE SAXTON GROUP - MCALISTER'	04/18/23	200.00	200.00	LUNCH FOR STUDENTS TSA CONF
23007881	001	010970	MPOK 5039 LLC - MARCO'S PIZZA	04/18/23	200.00	200.00	LUNCH FOR TSA STUDENTS
23007882	001	050009	WALMART	04/18/23	200.00	200.00	SNACK FOR TSA CONF
					800.00	800.00	
DETAILS FOR ACCOUNT: 61.1820.53200.670.0900.0000.000.710. MDSE-PURCH FOR RESALE FOR FND							
23007347	001	001232	SAM'S EAST INC	04/06/23	150.00	150.00	FOR ITEMS TO SELL IN THE COLLECTI
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.1879.52199.682.0900.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
23007643	001	001225	WALMART STORES INC	04/17/23	100.00	100.00	SUPPLIES FOOD ECT FOR TSA CONFERE
23007644	001	002881	BOTHWELL-SAXTON RESTAURANTS L	04/17/23	250.00	250.00	FOOD FOR TSA STUDENTS 4/19/23 PCA
23007645	001	008457	PINACLE PIZZA INC	04/17/23	300.00	300.00	FOOD FOR TSA STUDENT CONFERENCE
23007800	001	004203	CHILIS GRILL AND BAR	04/18/23	440.00	440.00	FOOD FOR TSA FOR STUDENT CONFEREN
23008045	001	008457	PINACLE PIZZA INC	04/25/23	400.00	400.00	FOOD FOR TSA FOR STUDENT 4/26/23
					1,490.00	1,490.00	

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DETAILS FOR ACCOUNT: 61.1892.51000.651.0100.1170.000.125. APPLIANCES/FURN/FIXTURES							
23007298	001	500001	AMAZON MARKETPLACE	04/05/23	200.00	200.00	COLORFUL RUG FOR MUSIC CLASSROOM
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.1892.52199.682.0900.0000.000.107. REFRESHMENTS/AWARDS/GIFTS							
23007468	001	001232	SAM'S EAST INC	04/10/23	200.00	200.00	COOKIES, WATERS AND NAPKINS FOR 5
23007469	001	008500	LLZ LLC - EILEEN'S COLOSSAL C	04/10/23	100.00	100.00	COOKIES FOR 5TH GRADE BAGS
23007472	001	000375	JONES SCHOOL SUPPLY CO INC	04/10/23	100.00	100.00	5TH GRADE GRAD CAP PINS
23007473	001	001865	AMERICAN CITIZENSHIP AWARDS P	04/10/23	100.00	100.00	5TH GRADE EXCELLENCE BLUE PINS GR
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.1892.52199.682.0900.0000.000.160. REFRESHMENTS/AWARDS/GIFTS							
23007474	001	001232	SAM'S EAST INC	04/10/23	153.46	153.46	GUM AND COCURRICULAR SUPPLIES FOR
					153.46	153.46	
DETAILS FOR ACCOUNT: 61.1892.52199.683.0900.0000.000.107. EXTRA CURRICULAR SUPPLIES							
23007414	001	500000	AMAZON.COM	04/07/23	200.00	200.00	5TH GRADE CELEBRATION SUPPLIES
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.1892.52410.619.0900.0000.000.153. GENERAL OFFICE SUPPLIES							
23007889	001	000513	PETERS, VINCENT - SOONER TROP	04/18/23	147.00	147.00	2 RUTHIE RIGGS AWARD TROPHIES @ \$
					147.00	147.00	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.107. REFRESHMENTS/AWARDS/GIFTS							
23007413	001	007511	WALGREEN CO	04/07/23	50.00	50.00	DEVELOPE PICTURES FOR 5TH GRADE C
23007885	001	001232	SAM'S EAST INC	04/18/23	250.00	250.00	REFRESHMENTS THROUGH OUT THE YEAR
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.130. REFRESHMENTS/AWARDS/GIFTS							
23007258	001	001232	SAM'S EAST INC	04/04/23	100.00	100.00	BLANKET PO TO PURCHASE SUPPLIES F
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.140. REFRESHMENTS/AWARDS/GIFTS							
23007383	001	001225	WALMART STORES INC	04/07/23	500.00	500.00	SNACKS AND SUPPLIES FOR FACULTY A
23008125	001	010903	DCT OF OKLAHOMA INC - PAPA JO	05/01/23	172.00	172.00	PIZZA FOR LATE NIGHT AT IKE - 20
					672.00	672.00	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.150. REFRESHMENTS/AWARDS/GIFTS							
23007874	001	012748	SCOOPS ICE CREAM	04/18/23	425.00	425.00	ICE CREAM TREATS RANGING FROM \$2
					425.00	425.00	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.155. REFRESHMENTS/AWARDS/GIFTS							
23008024	001	001232	SAM'S EAST INC	04/25/23	400.00	400.00	FOOD AND SNACKS FOR STAFF APPRECI
23008132	001	001225	WALMART STORES INC	05/01/23	150.00	150.00	FOOD ITEMS NEEDED FOR VARIOUS END
					550.00	550.00	
DETAILS FOR ACCOUNT: 61.1892.52410.682.0900.0000.000.160. REFRESHMENTS/AWARDS/GIFTS							
23008048	001	001232	SAM'S EAST INC	04/25/23	325.00	325.00	FOOD ITEMS FOR SENIOR DAY CELEBRA
					325.00	325.00	

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DETAILS FOR ACCOUNT: 61.1898.52199.881.0900.0000.000.705. DONATIONS							
23008063	001	013983	WATER4 INC	04/25/23	1,100.00	1,100.00	DONATION FOR 2023 SY TO WATER4 IN
					1,100.00	1,100.00	
DETAILS FOR ACCOUNT: 61.1904.53200.670.0800.0000.000.005. CONCESSIONS							
23007555	001	001232	SAM'S EAST INC	04/12/23	7,000.00	7,000.00	BLANKET FOR CONCESSIONS/VENDING 2
					7,000.00	7,000.00	
DETAILS FOR ACCOUNT: 61.1906.52340.682.0900.0000.000.001. REFRESHMENTS/AWARDS/GIFTS							
23007465	001	500000	AMAZON.COM	04/10/23	367.22	367.22	CELEBRATION OF EXCELLENCE DECORAT
23007487	001	500000	AMAZON.COM	04/10/23	367.02	367.02	DECORATIONS FOR CELEBRATION OF EX
23007559	001	012200	JP MORGAN CHASE BANK NA	04/13/23	600.00	600.00	EMERGENCY BMO CELEBRATION OF EXCE
23007563	001	012200	JP MORGAN CHASE BANK NA	04/13/23	450.00	450.00	EMERGENCY BMO FOR COE DECORATIONS
23008123	001	000591	B&C APPAREL LLC	05/01/23	855.00	855.00	TSHIRTS DESIGNED TO MATCH EXISTIN
					2,639.24	2,639.24	
DETAILS FOR ACCOUNT: 61.1908.51000.651.0100.1050.000.125. APPLIANCES/FURN/FIXTURES							
23008117	001	000823	LAKESHORE LEARNING MATERIALS	05/01/23	850.00	850.00	FLEX-SPACE COMFY PILLOWS - SET OF
					850.00	850.00	
DETAILS FOR ACCOUNT: 61.1908.51000.681.0100.1050.000.125. COCURRICULAR SUPPLIES							
23007680	001	500001	AMAZON MARKETPLACE	04/17/23	80.00	80.00	DESKTOP POCKET CHART SENSORY TOY
					80.00	80.00	
DETAILS FOR ACCOUNT: 61.1908.52140.614.0239.0000.000.140. TESTING SUPPLIES & MATERIALS							
23008107	001	000287	NCS PEARSON ASSESSMENTS	05/01/23	370.00	370.00	SPED KTEA TESTING FORMS 4@ \$40.90
					370.00	370.00	
DETAILS FOR ACCOUNT: 61.1908.52213.641.0900.0000.000.125. BOOKS							
23008113	001	000024	GREENWOOD PUBLISHING GROUP IN	05/01/23	200.00	200.00	LLI BOOKS
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.1908.52213.860.0900.0000.000.115. STAFF REGISTRATION & TUITION							
23007595	001	004424	AMERICAN SCHOOL COUNSELOR ASS	04/14/23	429.00	429.00	JACKSON - ASCA CONFERENCE (AMERIC
					429.00	429.00	
DETAILS FOR ACCOUNT: 61.1909.51000.449.0800.3330.000.005. OTHER RENTALS OR LEASE SERVICE							
23007646	002	730007	UNIVERSITY OF OKLAHOMA	04/17/23	2,596.79	2,596.79	SPRING SWIM RENTAL
					2,596.79	2,596.79	
DETAILS FOR ACCOUNT: 61.1909.52199.682.0819.3330.000.005. REFRESHMENTS/AWARDS/GIFTS							
23007447	001	000099	PERFORMANCE HEALTH SUPPLY INC	04/10/23	1,060.00	1,060.00	GATORADE PERFORMANCE PACK FOR NHS
23007447	002	000099	PERFORMANCE HEALTH SUPPLY INC	04/10/23	200.00	200.00	FREIGHT
					1,260.00	1,260.00	
DETAILS FOR ACCOUNT: 61.1918.52199.810.0900.0000.000.140. DUES AND FEES							
23008126	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	05/01/23	588.00	588.00	4TH GRADE FIELD TRIP TO THE ZOO 9
					588.00	588.00	
DETAILS FOR ACCOUNT: 61.1920.51000.681.0100.1050.000.112. COCURRICULAR SUPPLIES							
23007391	001	000371	LOWE'S HOME CENTERS INC	04/07/23	500.00	500.00	SUPPLIES/MATERIALS FOR LIVING CLA
					500.00	500.00	

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OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 04/04/2023 TO 05/01/2023 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.1922.52199.810.0900.0000.000.140. DUES AND FEES							
23008096	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	05/01/23	500.00	500.00	KINDERGARTEN FIELD TRIP TO THE ZO
					500.00	500.00	
TOTALS FOR FUND: 61 SCHOOL ACTIVITY FUND					259,456.16	257,743.71	
DETAILS FOR ACCOUNT: 81.0046.52199.880.0000.0000.000.050. STUDENT AID PAYMENTS							
23007927	001	001225	WALMART STORES INC	04/20/23	500.00	500.00	WALMART GIFT CARDS FOR STUDENTS I
					500.00	500.00	
TOTALS FOR FUND: 81 GIFT FUND					500.00	500.00	

Grand Totals: 8,307,658.54 8,305,310.64

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

EXPENDITURE DIMENSIONS

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



Norman Public Schools

Minutes of the Regular Meeting of the Board of Education

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

Monday, April 10, 2023

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

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

II. Pledge of Allegiance

The Pledge of Allegiance was led by Vice President Chad Vice.

III. Special Agenda Items Presented by Dr. Nick Migliorino

1. Certification of the Results of the Election for Office #3 School Board Member
2. Swearing-In of Annette Price, Office #3 School Board Member
3. The first meeting following the annual election is the appropriate time for the reorganization of the Board and the election of the following positions for a term of one (1) year and until a successor is elected and qualified.
 - a. Election of Board of Education Vice President
 - b. Election of Board of Education President
 - c. District Staff Required by Oklahoma State Law - (1) Clerk of the Board and Minute Clerk, (2) First Deputy Clerk of the Board and First Deputy Minute Clerk, (3) Second Deputy Clerk of the Board, Second Deputy Minute Clerk, (4) Encumbrance Clerk, (5) Deputy Encumbrance Clerk, (6) Treasurer and (7) Deputy Treasurer

Motion to elect Tina Floyd Board of Education Vice President. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Tina Floyd: Abstain (Without Conflict), Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

Motion to elect Dirk O'Hara Board of Education President. This motion, made by Tina Floyd and seconded by Alex Ruggiers, Passed. Dirk O'Hara: Abstain (Without Conflict), Tina Floyd: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

Motion to elect Cathy Sasser Clerk of the Board and Minute Clerk, Natalie Eckert First Deputy Clerk of the Board and First Deputy Minute Clerk, Jill Eidson Second Deputy Clerk of the Board and Second Deputy Minute Clerk, Sharla Bruehl Encumbrance Clerk, Cameron Cox Deputy Encumbrance Clerk, Brenda Burkett Treasurer, Janine Warren Deputy Treasurer. This motion, made by Tina Floyd and seconded by Alex Ruggiers, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea, Chad Vice: Yea

Attendance Update Taken at 6:05 PM. **Absent:** Chad Vice

IV. Awards Presentations

A. Amanda Kordeliski, Director of Libraries, received the Oklahoma Library Association's Distinguished Service Award - Presented by Holly McKinney

The Oklahoma Library Association's Distinguished Service Award is granted to a professional librarian in recognition of inspired leadership, devoted service, and unusual contributions to Oklahoma libraries and to the profession of librarianship. The award was presented to school library director Amanda Kordeliski for her exceptional advocacy for school libraries at the state and national level.

B. Molly Dettmann, Teacher Librarian at Norman North High School - Presented by Amanda Kordeliski

1. 2023 Oklahoma Library Association Polly Clarke Award, which honors an Oklahoma school librarian who has been instrumental in the establishment of an exemplary school library that serves the instructional needs of teachers, students, and administrators.
2. 2023 American Association of School Librarians' (AASL) Frances Henne Award, which recognizes a school librarian with five years or less experience who demonstrates leadership qualities with students, teachers, and administrators.

C. 2023 State DECA Awards - Norman North High School - Presented by Dr. Kimberly Garrett and Jamie Wilson

Osman Sandhu - Business Law & Ethics Team - 7th	Rewdan Tucci - Quick Serve Restaurant Management - 3rd
Sohail Hami - Business Law & Ethics Team - 7th	Brayden Karr - Retail Merchandising - 4th
Colby Pearce - Buying & Merchandising Team 1 - 1st	Aiden Russell - Sports & Entertainment Marketing - 6th
Michael Sullivan - Buying & Merchandising Team 1 - 1st	Nathan Smith - Sports & Entertainment Marketing - 3rd
Lindsey Woodrow - Buying & Merchandising Team 2 - 3rd	Eric McMullan - Sports & Entertainment Marketing - 7th
Ady Hall - Buying & Merchandising Team 2 - 3rd	Brady Fisher - Personal Financial Literacy - 1st
Miley Neidel - Hospitality Services Team 2 - 4th	Sarah Shuman - Personal Financial Literacy - 4th
Presley Neidel - Hospitality Services Team 2 - 4th	Dekan Myers - Finance Operations Research - 1st
Serena Cai - Travel & Tourism Team - 4th	Natalie Pennell - Community Giving Project - 3rd
Jason Jenkins - Travel & Tourism Team - 4th	McCartney Holmes - Community Giving Project - 3rd
Jack Velunza - Business Finance - 6th	Wyatt Kelly - Sales Project - 1st
Caroline Holst - Food Marketing - 6th	Gavin Williams - Sales Project - 1st
Kross McGowan - Hotel & Lodging Management - 5th	Setayesh Kazempoor - International Business Plan - 1st
Dylan Carlson - Human Resources Management - 4th	Hailey Paige - International Business Plan - 1st
Logan Davis - Marketing Communications - 5th	

D. Years of Service Awards - Presented by Holly Nevels

<u>15 Years</u>	
Light, Tara, Adams Elementary	Ray, Tanner, Norman High School
Landez, David, Central Services Center	Corbett, Phillip, Norman North High School
Ellis, Deborah, Curriculum Center	Dewberry, Tammy, Norman North High School
Hutchison, Anne, Dimensions	Dolejsi, Bradley, Norman North High School
Mace, Linda, Dimensions	Mudd, Michael, Norman North High School
Massey, Curtis, Eisenhower Elementary	Brown, Brooke, Roosevelt Elementary
Floch, Cristin, Irving Middle School	Bynum, Christy, Special Services Center
Hendrick, Mary, Irving Middle School	Clemons, Kyla, Special Services Center
Phillips, Linda, Irving Middle School	Curry, Megan, Special Services Center
Baca, Darla, Jackson Elementary	Hatfield, Ronna, Special Services Center
Jenkins, Jennifer, Jackson Elementary	Wiley, Kevin, Special Services Center
Desouza, Lashawna, Jefferson Elementary	Tsetsura, Yuriy, Transportation Center
Palermo, Paula, Lakeview Elementary	Howerter, Virginia, Truman Elementary
Smith, Jennifer, Madison Elementary	Satterlee, John, Warehouse
Hensley, Melissa, Monroe Elementary	Tapscott, Pamala, Warehouse
Jackson, Gena, Monroe Elementary	Trumble, Tammy, Washington Elementary
Abell, Stephania, Norman High School	Esker, Leah, Whittier Middle School
Grissom, Devin, Norman High School	Olsen, Elizabeth, Whittier Middle School
Kupec, Abbey, Norman High School	Osborn, Jennifer, Whittier Middle School
<u>20 Years</u>	
Satterlee, Mary, Adams Elementary	Barthelme, Lisa, Roosevelt Elementary
Tryggstad, Paul, Dimensions	Martini, Shalia, Roosevelt Elementary
Chesley, Kevin, Irving Middle School	Barlow, Nicole, Special Services Center
Huntley, Tracy, Jackson Elementary	Johnston, Michelle, Technology Services Center
Jacobs, Gariann, Kennedy Elementary	Parker, Patsy, Transportation Center
Milligan, Melanie, Lincoln Elementary	Goodwin, Natalie, Truman Elementary
Bedigrew, Scott, Norman North High School	Houston, Tracy, Truman Elementary
Brownfield, Steven, Norman North High School	Connery, Lori, Washington Elementary
Minadeo-Cook, Monica, Norman North High School	Luther, Larissa, Washington Elementary
Worster Lawson, Amber, Norman North High School	
<u>25 Years</u>	
Cagle, Tera, Adams Elementary	Smith, Linda, Madison Elementary
Clark, Wesley, Adams Elementary	Pangburn, Martha, Norman High School
Nashert, Shelley, Administrative Services Center	Pippins, Darcy, Norman High School
Harmon, Barbara, Cleveland Elementary	Waddell, Steve, Norman High School
Surowicz, Brenda, Cleveland Elementary	Kammerlocher, Ruth, Special Services Center
Griffitts, Donald, Dimensions	Berglan, Lyndon, Technology Services Center
Nicholson, Kayla, Dimensions	Brogden, Michelle, Technology Services Center
Thompson, Klaudine, Health Services Center	Fisher, Christy, Technology Services Center
Schuchman, Nan, Jefferson Elementary	Lenington, Mark, Washington Elementary
Toperzer, Jennifer, Jefferson Elementary	Walters, Beverly, Washington Elementary
Thornburgh, Dana, Longfellow Middle School	Dingler, Stacey, Whittier Middle School
<u>30 Years</u>	
Eley, Lori, Cleveland Elementary	Roberts, Arthur, Norman North High School
Colwell, Sandra, Eisenhower Elementary	Wolfe, Brian, Reagan Elementary
Martinez, Rhonda, Jefferson Elementary	Sewell, Patty, Technology Services Center
Wright, Dennis, Jefferson Elementary	Tune, Luanne, Truman Elementary
Gentry, Jennifer, Lincoln Elementary	Arce, Tamara, Washington Elementary
Shaw, Jennifer, Norman High School	
<u>35 Years</u>	
Bruehl, Sharla, Administrative Services Center	Shofner, Annette, Jefferson Elementary
Becker, Ronnie, Central Services Center	Goff, Ann, Lincoln Elementary
<u>40 Years</u>	
Warren, Judith, Cleveland Elementary	McGill, Jane, Jefferson Elementary

V. Public Communications

Evan Dunn spoke on the topic of posture awareness.

Attendance Update Taken at 6:20 PM. **Absent:** Alex Ruggiers.

VI. Disposition of Routine Business by Consent Action

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

VI.A. Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2022-2023)

Purchase Orders: #23006382 - #23007256
General Fund - \$558,273.22
Building Fund - \$0
Child Nutrition - \$702,584.58
Bond Funds - \$231,313.34
Sinking Funds - \$0
Trust Funds - \$150,000.00
School Activity Fund - \$198,913.43

VI.B. Board of Education Minutes for the Regular Meeting on March 6, 2023 and the Special Meeting on March 20, 2023

VI.C. Purchase Requests

1. (40) 10.2 inch iPads 64GB for Reagan Elementary from Apple Inc. in the amount of \$11,760.00.
2. (14) Laptop and Tablet Charging Stations for Washington Elementary from Interworld Highway LLC in the amount of \$10,471.10.
3. Onsite Professional Development Days for All Saints Catholic School from Marzano Resources LLC in the amount of \$13,000.00.
4. (96) Dome Skylights for Norman High from CSL Materials in the amount of \$42,082.00.
5. (180) 75" Samsung LED TVs and Peerless-AV wall mounts for Alcott, Irving, Longfellow, and Whittier from Best Buy Stores LP in the amount of \$170,649.00.
6. Handicap Operator Integrations and Upgrades for Alcott Middle School from Digi Security Systems in the amount of \$72,798.24.
7. Handicap Operator Integrations and Upgrades for Jefferson Elementary from Digi Security Systems in the amount of \$33,240.57.
8. Locker Room Access Control System for Norman North from Digi Security Systems in the amount of \$12,715.17.

VI.D. Treasurer's Report for the period through March 31, 2023

VI.E. Investment Report (presented for information only - vote acknowledges receipt)

VI.F. Certified Personnel Report and Recommendations - See Attachment "A" (posted with the agenda)
Attached to the posted agenda and these minutes as Attachment A.

VI.G. Support Personnel Report and Recommendations - See Attachment "B" (posted with the agenda)
Attached to the posted agenda and these minutes as Attachment B.

VI.H. Agreements, Contracts and Renewals for Fiscal Year 2022-2023

1. **ALTERNATIVE EDUCATION (Paul Tryggestad)**
 - a. Agreement between Norman Public Schools and Imagine Learning (ExpandED) for internet-based learning management software as a service for Summer School
2. **SPECIAL SERVICES (Gayla Mears)**
 - a. MOU Agreement with JD McCarty Center for Private Applied Behavior Analysis (ABA) therapy for Students in the School Setting

VI.I. Agreements, Contracts and Renewals for Fiscal Year 2023-2024

VI.I.1. SPECIAL SERVICES (Gayla Mears)

- a. Agreement with the State of Oklahoma Department of Rehabilitation Services (DRS) Project Search™ for Training, Placement, and Employment.
- b. Agreement with State of Oklahoma Department of Rehabilitation Services (DRS) Transition School-To-Work: Work Study

VI.I.2. OPERATIONAL SERVICES (Justin Milner)

Operations

- a. Memorandum of Sublease Agreement and Ground Lease Agreement between Oklahoma Electric Cooperative and Norman Public Schools
- b. Interlocal Agreement between Norman Public Schools and the City of Norman for the Operation of a School Resource Officer Program and related approval of Amendment No. 1 to the Interlocal Agreement
- c. Agreement for Services between Walker Companies and Norman Public Schools
- d. Property Management Agreement with Touchstone Management
- e. On-Call Services Agreement and Supplemental Schedule between MA+ Architecture and Norman Public Schools
- f. Sodexo Management, Inc Agreement for Custodial Services

Emergency Management

- a. Memorandum of Agreement between Bethel Baptist Church and Norman Public Schools for the use of facilities/equipment as an emergency evacuation site for students
- b. Memorandum of Agreement between Cross Pointe Church and Norman Public Schools for the use of facilities/equipment as an emergency evacuation site for students
- c. Memorandum of Agreement between Wildwood Community Church and Norman Public Schools for the use of facilities/equipment as an emergency evacuation site for students

Facilities Management

- a. Service Agreement between Norman Public Schools and Won-Door for FireGuard Door Maintenance and Testing
- b. Clifford Power Systems Agreement for parts and services necessary to perform periodic planned maintenance
- c. Streets LLC, Mechanical Contractors Parts and Services Agreement
- d. Service Agreement with Firetrol Protection for Fire Alarm Systems, Sprinkler System Inspections, Fire Alarm Cell Service, & Master Monitoring
- e. Service Agreement between Norman Public Schools and Burgess Company for Rolling Steel and Side Acting Fire Door Service and Maintenance
- f. Service Agreement between Norman Public Schools and Clean Uniform Company for Uniforms
- g. Service Agreement between Norman Public Schools and Red Baker Propane for Propane for Lakeview
- h. Service Agreement between Norman Public Schools and Panco for Annual Maintenance
- i. Service Agreement between Norman Public Schools and Allied Elevator LLC for Platform Lift
- j. Amended Service Agreement between Norman Public Schools and US Fleet Tracking for GPS tracking services
- k. Technical Environmental Consulting and Analysis, Inc. (TEC-AN, Inc.) for an Asbestos Operations and Maintenance Program
- l. Service Agreement between Norman Public Schools and Schindler Elevator Corporation for Elevator Inspections and Maintenance
- m. Medley Maintenance Agreement

Warehouse

- a. Agreement between FP Mailing Solutions/RK Black, Inc. and Norman Public Schools for Mailing Processor
- b. Maintenance Agreement for Print Shop Printer with Sumner One
- c. Contract with Xerox for Large Print Production Printers and Print Services

VI.I.3. BUSINESS SERVICES (Brenda Burkett)

- a. Consent Form from OhioPyle Prints Inc. for Sale of Product
- b. Consent Form from Pel Industries, Inc. for Sale of Product at Local Retailers
- c. Agreement between Norman Public Schools and True Sky Credit Union for an Affinity Card Program (Visa® Check Card) and Use of School Symbol and Logo
- d. Oklahoma Purchasing Card Participation Agreement Renewal between Norman Public Schools and JPMorgan Chase Bank, N.A.
- e. FrontLine Technologies Group LLC dba Frontline Education Master Services Agreement for Software and Services

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

- a. Agreement with Compliance Resource Group for Student Drug Testing
- b. Agreement between Oklahoma School Pictures and Norman Public Schools for all district photography services

VI.I.5. COUNSELING & STUDENT ADVOCACY (Kitrena Hime)

- a. Master Services agreement with Project Wayfinder, Inc. for Curriculum Services

VI.I.6. EDUCATIONAL SERVICES - MEDIA SERVICES (Amanda Kordeliski)

- a. Library Automation Services Agreement with Pioneer Library System

VI.I.7. TECHNOLOGY SERVICES (Christy Fisher)

- a. Ratify Contract with Digi Security Systems for Installation and Maintenance of Security Items
- b. Filewave Mobile Device Management (MDM) - a contract to support MDM solution for device management as part of student engagement initiative
- c. Agreement with Gaggle.net, Inc. for Gaggle Safety Management for Google email and drive for all student's district wide
- d. Infinite Campus End User License Agreement - Software Maintenance
- e. Visitor Management Software License Renewal from School Safe ID for District Wide use
- f. Incident IQ End User License agreement to the Incident IQ Equipment tracking and work order software maintenance

VI.I.8. ATHLETICS (T.D. O'Hara)

- a. Bedford Agency (BA) Name, Image and Likeness (NIL) Training workshops Agreement for coaches

VI.J. Easement request from OG&E for relocation of power lines at McKinley Elementary School

VI.K. Supplemental Schedule No. 06 to Master Agreement between Norman Public Schools and MIDL Architects, LLC

VI.L. Assignment of Purchase and Sale Agreement by Fleske Holding Company, LLC to Norman Board of Education

VI.M. Contract for Architectural Services between Norman Public Schools and MA+ Architecture, LLC

VI.N. Contract for Architectural Services between Norman Public Schools and CWA Group, LLC

VI.O. Contract for Architectural Services between Norman Public Schools and LWPB Architecture, Inc.

VI.P. Service Agreement with Logan Monks dba Monks Landscaping Management, LLC

VI.Q. Activity Fund Raising Reports with Proposed Events

1. Norman High School - Rho Kappa
2. Irving Middle School - Solar Club
3. Cleveland Elementary School - After-School Club
4. Washington Elementary School - Fifth Grade

VII. Additional Agenda Items

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

Motion to approve the continued employment for the 2023-24 school year of certified teachers currently on a certified teacher contract. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

VII.B. Proposed 2024-25 Academic Calendar - Presented by Holly Nevels for Action

Motion to approve the proposed 2024-25 Norman Public Schools Academic Calendar as presented. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

VII.C. Graduation Cohort Annual Report - Presented by Jennifer Beer for Information

The Annual Graduation Cohort Report was presented for the Board to review and discuss.

VII.D. Proposed Revisions in Board of Education Policy 2006 - Fiscal Management - Presented by Brenda Burkett for Information

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

There was no new business presented at this meeting.

IX. Administrative Staff Reports

Dr. Nick Migliorino spoke on the following topics:

- Reminded everyone to get out and attend one of the numerous events happening in the district.
- The retirement of Brad Benson and applauded him for his years of service and dedication to the students and district.
- The Celebration of excellence and gave a shout-out to Sarah Seymore and her team for their work and accomplishments.
- Welcomed new board member Annette Price.

X. Board of Education Reports

Dirk O'Hara welcomed new board member Annette Price. He then thanked Cindy Nashert for her passion, hard work and dedication during her 10 years of serving as a Norman Public Schools board member. Annette Price stated that she is humbled, hopeful and joyful to serve as a School Board Member and looks forward to being a member of this team and putting kids first in all that she does.

XI. Adjournment

7:15 PM Motion to adjourn. This motion, made by Tina Floyd and seconded by Annette Price, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea

Dirk O'Hara, Board of Education President

Cathy Sasser, Board Clerk

(Seal)



**Norman Public Schools
Purchase Request**

Purchase Request 1

Meeting Date: May 8th, 2023

- 1. Item: Data Cabling**
- 2. Location: Alcott, Irving, Longfellow, and Whittier Middle Schools**
- 3. Statewide Contract: SW1048D**
- 4. Purchase Fund: Bond**
- 5. DIGI Security Systems LLC**
Tulsa, OK 74147
\$123,228.24

6.

Description	Price
Equipment	\$15,520.24
Cabling and Support Equipment	\$43,428.00
Professional Installation Materials	\$15,980.00
Project Services	\$45,948.00
Project Management/Planning	\$1,680.00
Shipping	\$672.00
TOTAL	\$123,228.24

- 7. It is recommended that the district purchase data cabling for Alcott, Irving, Longfellow, and Whittier Middle Schools from DIGI Security Systems LLC in the amount of \$123,228.24.**



**Norman Public Schools
Purchase Request**

Purchase Request 2

Meeting Date: May 8th, 2023

- 1. Item: Installation of TV Wall Receptacle and Electrical in 178 Classrooms**
- 2. Location: Alcott, Irving, Longfellow, and Whittier Middle Schools**
- 3. A. Specifications Sent: N/A**
B. Bid Opening Date: N/A
A-1. Vendors Queried: N/A
B-1. Vendors Responding: N/A
- 4. Purchase Fund: Bond**
- 5. Wade Electric**
Norman, OK 73069
\$88,380.00

6.

School	Classrooms	Cost
Alcott	40	\$19,840.00
Irving	49	\$24,280.00
Longfellow	34	\$16,980.00
Whittier	55	\$27,280.00
	TOTAL	\$88,380.00

- 7. It is recommended that the district purchase Installation of TV Wall Receptacle and Electrical in 178 Classrooms for Alcott, Irving, Longfellow, and Whittier Middle Schools from Wade Electric in the amount of \$88,380.00.**



**Norman Public Schools
Purchase Request**

Purchase Request 3

Meeting Date: May 8th, 2023

1. Item: Intermediate Distribution Frame Install

2. Location: McKinley Elementary

**3. A. Specifications Sent: N/A
B. Bid Opening Date: N/A**

**A-1. Vendors Queried: N/A
B-1. Vendors Responding: N/A**

4. Purchase Fund: Bond

**5. Wade Electric
Norman, OK 73069
\$24,840.00**

6. It is recommended that the district purchase Intermediate Distribution Frame Install for McKinley Elementary from Wade Electric in the amount of \$24,840.00.



**Norman Public Schools
Purchase Request**

Purchase Request 4

Meeting Date: May 8th, 2023

- 1. Item: Folding Chairs and Storage Caddies**
- 2. Location: Jackson Elementary**
- 3. OT0036575 University of Oklahoma Contract #R-22000-22**
- 4. Purchase Fund: Child Nutrition**
- 5. Krueger International Inc
Green Bay, WI 53408
\$14,622.50**

6.

Description	QTY	Unit Price	Total Price
600 Series Folding Chair, Steel Seat/Back	250	\$42.00	\$10,500.00
Horizontal Storage Caddy	5	\$524.50	\$2,622.50
Installation	1	\$1,500.00	\$1,500.00
		TOTAL	\$14,622.50

- 3. It is recommended that the district purchase Folding Chairs and Storage Caddies for Jackson Elementary from Krueger International Inc in the amount of \$14,622.50.**



**Norman Public Schools
Purchase Request**

Purchase Request 5

Meeting Date: May 8th, 2023

1. Item: Overhead Doors

2. Location: Central Kitchen

**3. A. Specifications Sent: N/A
B. Bid Opening Date: N/A**

**A-1. Vendors Queried: N/A
B-1. Vendors Responding: N/A**

4. Purchase Fund: Bond

**5. Hodges, James A – Big Red Overhead Door
Macomb, OK 74852
\$19,852.00**

6.

Vendor	Description	Total Cost
Big Red Overhead Doors	Door replacement and removal of old doors	\$19,852.00
Garage Door Solutions	Door replacement and removal of old doors	\$23,563.70
Top Quality Doors	Door replacement and removal of old doors	\$26,587.60

7. It is recommended that the district purchase Overhead Doors for Central Kitchen from Hodges, James A – Big Red Overhead Door in the amount of \$19,852.00.



**Norman Public Schools
Purchase Request**

Purchase Request 6

Meeting Date: May 8th, 2023

1. **Item: Textbooks & Instructional Materials for 2023-2024**
2. **A. Specifications Sent: n/a** **A-1. Vendors Queried: n/a**
B. Bid Opening Date: n/a **B-1. Vendors Responding: n/a**
3. **Purchase Fund: Bond & General**

Purchase school district requirements of district-adopted textbooks, digital texts, instructional software and materials from various sources including state-adopted books from state book depositories at the state-adopted price and other textbook, software, and book vendors as needed.

Expenditures for the 2023-2024 school year will include instructional materials for grades 6-12 English Language Arts, World Languages and English Learners instruction, instructional materials from past adoptions and out-of-cycle adoptions, instructional materials for new classes and classrooms, and other instructional material needs at sites. These materials may include print and digital books, kits, software, technologies, and online subscriptions used for student instruction.

Even though textbooks/related instructional materials are exempt from bidding procedures, Board policy requires that multiples of the same item in excess of \$50,000 shall be made only upon prior approval by the Board of Education.

This figure is an estimate and does not include shipping. Approximate amount is as follows:

ELA 6-12	\$1,063,852.16
ELA AP Literature and AP Language	\$52,651.17
World Languages: Chinese	\$3,370.94
World Languages: French	\$3,623.40
World Languages: German	\$3599.98
World Languages: Latin	\$8440
World Languages : Spanish	\$11,616
World Languages: English learners	\$1,228
Other Elementary fine arts materials Elementary Music-One year	\$33,320
Science Consumables	90,000

Past adoption licensing	\$29,415.40
Previously adopted materials and consumable materials for middle schools	\$10,000
Previously adopted materials and consumable materials for elementary schools	\$201,160
Previously adopted materials and consumable materials for high schools	\$10,000
Total:	\$1,522,277.05

Vendors may include, but are not limited to Thompson School Book, Archway, Quaver, Big Ideas, Davis, Command, Houghton-Mifflin, McGraw-Hill, Holt, Prentice Hall, B.E. Publishing, Heinemann, Cengage, Delta, Carolina Biological, Follett, Cheng & Tsui, Chinasoft, EMC Publishing, Wayside Publishing, Pearson, Gibbs-Smith, Amsco, Bolchazy-Carducci, Capstone, Perfection Learning, NPS duplicating services, Leon Schram, Skylight Publishing, Goodheart-Wilcox, The Children's Health Market, Teacher's Discovery, TRPS Publishing, Communican & Baylor Briefs, Prepd, Teachware, Black Cat Publishing, OK Dept. of Career Tech, Teacher's Discovery, Amazon, OU Press, TCI, Command Performance Language Institute and Vista Higher Learning, Applause Learning, Learning Without Tears, PrepD/Ian Panchevre, iCEV, Gale, Savvas/Pearson, BFW, Stemsscopes, Savvas, Learning Without Tears, CodeHS, Comprehensible Classroom, Barnes & Nickel, Teachers Discovery, HandsUp Education, TRPS books, Garbanzo

Therefore, it is recommended that the Board approve the 2023-2024 total estimated expenditures for textbooks and related instructional materials in the amount of approximately \$1,522,277.05 (this amount includes, but not limited to the items above) to expedite the ordering process as the school year progresses. This is only an estimate. If new classrooms and/or teachers and/or students are added, more instructional materials may need to be added.

**Norman School District
General Fund
Statement of Assets, Liabilities and Fund Balance
April 30, 2023**

ASSETS

Cash in Bank	\$25,901,867.78
Accounts Receivable	284,040.54
Property Taxes - Current	2,645,244.97
Property Taxes - Delinquent	0.00
Prepays	0.00
Interest	0.00
Inventory	182,706.48

TOTAL ASSETS

\$29,013,859.77

LIABILITIES AND FUND BALANCE

Accounts Payable	715,394.00
Deferred Revenue	2,675,073.86

Total Liabilities	\$3,390,467.86
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Audited Fund Balance (June 30, 2022)	\$11,513,101.30
Excess Revenue over Expenditures	\$14,110,290.61

Fund Balance, End of Period	\$25,623,391.91
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TOTAL LIABILITIES AND FUND BALANCE

\$29,013,859.77

**Norman School District
General Fund
Statement of Revenue and Expenditures
April 30, 2023**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Ad Valorem Tax	\$43,089,697.00	\$3,007,230.44	\$42,508,264.72	581,432.28
Local	1,945,292.00	226,236.57	1,348,182.61	597,109.39
Intermediate	4,700,000.00	308,794.76	4,421,920.01	278,079.99
State	71,693,859.00	6,478,165.42	58,447,354.33	13,246,504.67
Federal	22,825,810.00	997,036.28	5,908,585.71	16,917,224.29
Fund Transfer	0.00	0.00	0.00	0.00
TOTAL REVENUE	\$144,254,658.00	\$11,017,463.47	\$112,634,307.38	\$31,620,350.62
EXPENSES				
Local	\$106,691,371.00	\$8,818,232.17	\$76,889,260.97	
State	13,544,413.00	1,177,214.00	9,703,041.96	
Federal	23,118,162.00	1,042,858.06	11,931,713.84	
TOTAL EXPENSES	\$143,353,946.00	\$11,038,304.23	\$98,524,016.77	
EXCESS REVENUE OVER EXPENDITURES	<u>\$900,712.00</u>		<u>\$14,110,290.61</u>	

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

**Norman School District
Building Fund
Statement of Assets, Liabilities and Fund Balance
April 30, 2023**

ASSETS

Cash in Bank	4,202,841.65
Accounts Receivable	0.00
Property Taxes - Current	370,590.24
Property Taxes - Delinquent	0.00
Investments	0.00
Accrued Interest	0.00

TOTAL ASSETS	<u><u>\$4,573,431.89</u></u>
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LIABILITIES AND FUND BALANCE

Accounts Payable	(\$222.37)
Deferred Revenue	376,061.70

Total Liabilities	\$375,839.33
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Audited Fund Balance (June 30, 2022)	\$1,662,068.26
Excess Revenue over Expenditures	\$2,535,524.30

Fund Balance, End of Period	\$4,197,592.56
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TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$4,573,431.89</u></u>
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**Norman School District
Building Fund
Statement of Revenue and Expenditures
April 30, 2023**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Ad Valorem Tax	\$6,072,519.00	\$429,137.43	\$6,061,025.50	\$11,493.50
Other Taxes	\$53,000.00	\$0.00	\$0.00	\$53,000.00
Interest	\$4,500.00	\$0.00	\$0.00	\$4,500.00
Interfund Transfer	\$40,000.00	\$0.00	\$0.00	\$40,000.00
State	\$0.00	\$0.00	\$0.35	(\$0.35)
	<hr/>			
TOTAL REVENUE	\$6,170,019.00	\$429,137.43	\$6,061,025.85	\$108,993.15
EXPENSES				
Local	\$3,966,178.00	\$200,557.79	\$3,525,501.55	
	<hr/>			
TOTAL EXPENSES	\$3,966,178.00	\$200,557.79	\$3,525,501.55	
EXCESS REVENUE OVER EXPENDITURES	<u>\$2,203,841.00</u>		<u>\$2,535,524.30</u>	

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

**Norman School District
Child Nutrition Fund
Statement of Assets, Liabilities and Fund Balance
April 30, 2023**

ASSETS

Cash in Bank	\$2,929,974.22
Accounts Receivable	29,942.35
Inventory	0.00

TOTAL ASSETS	<u><u>\$2,959,916.57</u></u>
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LIABILITIES AND FUND BALANCE

Accounts Payable	\$0.00
Deferred Revenue	\$154,504.00

Total Liabilities	\$154,504.00
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Audited Fund Balance (June 30, 2022)	\$3,420,993.88
Excess Expenditures over Revenue	(\$615,581.31)

Fund Balance, End of Period	\$2,805,412.57
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TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$2,959,916.57</u></u>
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**Norman School District
Child Nutrition Fund
Statement of Revenue and Expenditures
April 30, 2023**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Student Meals	\$1,709,000.00	\$4,530.36	\$1,096,632.93	\$612,367.07
Federal Reimbursement	4,302,283.00	398,927.31	3,201,692.33	1,100,590.67
State Reimbursement	57,685.00	0.00	32,933.49	24,751.51
Other Local	2,000.00	0.00	0.00	2,000.00
Interfund Transfer	81,212.00	0.00	0.00	81,212.00
	<hr/>			
TOTAL REVENUE	\$6,152,180.00	\$403,457.67	\$4,331,258.75	\$1,820,921.25
EXPENSES				
Local	\$6,003,540.00	\$520,863.55	\$4,946,840.06	
	<hr/>			
TOTAL EXPENSES	\$6,003,540.00	\$520,863.55	\$4,946,840.06	
EXCESS EXPENDITURES OVER REVENUE	<u><u>\$148,640.00</u></u>		<u><u>(\$615,581.31)</u></u>	

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

Norman School District
Bond Fund
Statement of Assets, Liabilities and Fund Balance
April 30, 2023

ASSETS

Cash in Bank	\$20,271,693.25
Investments	0.00
Accrued Interest	0.00
Receivables	0.00

TOTAL ASSETS \$20,271,693.25

LIABILITIES AND FUND BALANCE

Accounts Payable	\$88,130.25
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Total Liabilities \$88,130.25

Audited Fund Balance (June 30, 2022)	\$15,852,484.49
Excess Revenue over Expenditures	\$4,331,078.51

Fund Balance, End of Period \$20,183,563.00

TOTAL LIABILITIES AND FUND BALANCE \$20,271,693.25

**Norman School District
Bond Fund
Statement of Revenue and Expenditures
April 30, 2023**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	\$7,060,000.00	\$8,940,586.67	\$9,121,786.67	(\$2,061,786.67)
Interest	\$50,000.00	\$0.00	\$0.00	\$50,000.00
	<hr/>			
TOTAL REVENUE	\$7,110,000.00	\$8,940,586.67	\$9,121,786.67	(\$2,011,786.67)
EXPENSES				
Local	\$21,434,478.00	\$149,410.78	\$4,790,708.16	
Fund Transfer	0.00	0.00	0.00	
	<hr/>			
TOTAL EXPENSES	\$21,434,478.00	\$149,410.78	\$4,790,708.16	
EXCESS REVENUE OVER EXPENDITURES	<u>(\$14,324,478.00)</u>		<u>\$4,331,078.51</u>	

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

**Norman School District
Sinking Fund
Statement of Assets, Liabilities and Fund Balance
April 30, 2023**

ASSETS

Cash in Bank	\$22,611,337.83
Accounts Receivable	0.00
Investments	0.00
Accrued Interest	0.00
Property Taxes - Current	2,850,644.20
Property Taxes - Delinquent	0.00

TOTAL ASSETS

\$25,461,982.03

LIABILITIES AND FUND BALANCE

Accounts Payable	\$0.00
Deferred Revenue	2,858,408.56
Escrow Account	0.00

Total Liabilities	\$2,858,408.56
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Audited Fund Balance (June 30, 2022)	\$23,135,698.74
Excess Expenditures over Revenue	(\$532,125.27)

Fund Balance, End of Period	\$22,603,573.47
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TOTAL LIABILITIES AND FUND BALANCE

\$25,461,982.03

**Norman School District
Sinking Fund
Statement of Revenue and Expenditures
April 30, 2023**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Ad Valorem Tax	\$30,475,132.00	\$2,142,400.17	\$30,308,323.37	\$166,808.63
Premium on Bonds Sold	\$0.00	\$286,381.50	\$286,381.50	(\$286,381.50)
Interest	40,050.00	0.00	105,193.06	(65,143.06)
State	0.00	0.00	1.80	(1.80)
Fund Transfer	(40,000.00)	0.00	0.00	(40,000.00)
	<hr/>			
TOTAL REVENUE	\$30,475,182.00	\$2,428,781.67	\$30,699,899.73	(\$224,717.73)
EXPENSES				
Local	\$31,231,875.00	\$9,481,300.00	\$31,232,025.00	
Fund Transfer	0.00	0.00	0.00	
	<hr/>			
TOTAL EXPENSES	\$31,231,875.00	\$9,481,300.00	\$31,232,025.00	
EXCESS EXPENDITURES OVER REVENUE	<u><u>(\$756,693.00)</u></u>		<u><u>(\$532,125.27)</u></u>	

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

**Norman School District
Student Activity Fund
Statement of Assets, Liabilities and Fund Balance
April 30, 2023**

ASSETS

Cash in Bank	\$2,654,292.28	
Accounts Receivable	1,807.07	
TOTAL ASSETS		<u><u>\$2,656,099.35</u></u>

LIABILITIES AND FUND BALANCE

Accounts Payable	\$47,395.57	
Total Liabilities		\$47,395.57
Audited Fund Balance (June 30, 2022)	\$2,514,999.80	
Excess Revenue over Expenditures	\$93,703.98	
Fund Balance, End of Period		\$2,608,703.78
TOTAL LIABILITIES AND FUND BALANCE		<u><u>\$2,656,099.35</u></u>

**Norman School District
Student Activity Fund
Statement of Revenue and Expenditures
April 30, 2023**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	\$3,000,000.00	\$283,247.39	\$2,386,981.22	613,018.78
TOTAL REVENUE	\$3,000,000.00	\$283,247.39	\$2,386,981.22	\$613,018.78
 EXPENSES				
Local	\$3,000,000.00	\$287,635.77	\$2,293,277.24	
TOTAL EXPENSES	\$3,000,000.00	\$287,635.77	\$2,293,277.24	
 EXCESS REVENUE OVER EXPENDITURES	 <u>\$0.00</u>		 <u>\$93,703.98</u>	

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

**Norman School District
Trust and Agency Funds
Statement of Assets, Liabilities and Fund Balance
April 30, 2023**

ASSETS

Cash in Bank	\$2,882,648.50	
Accounts Receivable	\$44,591.88	
TOTAL ASSETS		<u><u>\$2,927,240.38</u></u>

LIABILITIES AND FUND BALANCE

Accounts Payable	\$47,979.27	
Total Liabilities		\$47,979.27
Audited Fund Balance (June 30, 2022)	\$8,725,214.94	
Excess Expenditures over Revenue	(5,845,953.83)	
Fund Balance, End of Period		\$2,879,261.11
TOTAL LIABILITIES AND FUND BALANCE		<u><u>\$2,927,240.38</u></u>

**Norman School District
Trust and Agency Funds
Statement of Revenue and Expenditures
April 30, 2023**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	\$20,000,000.00	\$2,947.95	\$3,611,757.79	\$16,388,242.21
Fund Transfer	0.00	0.00	0.00	\$0.00
<hr/>				
TOTAL REVENUE	\$20,000,000.00	\$2,947.95	\$3,611,757.79	\$16,388,242.21
EXPENSES				
Local	\$20,000,000.00	\$1,579,098.43	\$9,457,711.62	
Fund Transfer	0.00	0.00	0.00	
<hr/>				
TOTAL EXPENSES	\$20,000,000.00	\$1,579,098.43	\$9,457,711.62	
EXCESS EXPENDITURES OVER REVENUE	<u><u>\$0.00</u></u>		<u><u>(\$5,845,953.83)</u></u>	

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

2022-2023 INVESTMENT INFORMATION

JP MORGAN CHASE US GOV MONEY MARKET							
MONTH	BANK	ACCOUNT	BALANCE	INTEREST EARNED	INTEREST RATE		
July	JP Morgan Chase	Money Market	65,036,300.20	85,133.28	1.74%		
August	JP Morgan Chase	Money Market	59,139,650.32	103,350.12	1.99%		
September	JP Morgan Chase	Money Market	51,244,049.97	104,399.65	2.72%		
October	JP Morgan Chase	Money Market	45,364,231.62	120,181.65	2.81%		
November	JP Morgan Chase	Money Market	39,489,582.64	125,351.02	3.55%		
December	JP Morgan Chase	Money Market	46,629,009.31	139,426.67	4.16%		
January	JP Morgan Chase	Money Market	68,658,481.28	229,471.97	4.17%		
February	JP Morgan Chase	Money Market	60,880,831.49	222,350.21	4.45%		
March	JP Morgan Chase	Money Market	59,117,981.53	222,350.21	4.73%		
April	JP Morgan Chase	Money Market	73,384,537.16	266,555.63	4.82%		
COUNTRY CLUB BANK							
TYPE	BANK	PURCHASED	PAR	PRICE	YIELD	MATURITY	INTEREST
FHLB	Country Club Bank	1/10/2023	5,975,000.00	5,871,393.50	4.736%	5/26/2023	103,606.50
*FHLB - Federal Home Loan Bank							

ATTACHMENT A				
Norman Public Schools Norman, Oklahoma Certified Personnel Report 5/8/2023				
<u>LEAVE OF ABSENCE</u>				
<u>NAME</u>	<u>RETURNING/LEAVING</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
CARPENTER, ERIN	LEAVING	SECOND GRADE TEACHER	MCKINLEY ELEMENTARY	5/31/2023
HALL, ANDRIENNE	LEAVING	RESOURCE TEACHER	WHITTIER MIDDLE	5/31/2023
<u>RECOMMENDATIONS</u>				
<u>NAME</u>				
*IKELS, PAYTON	REPLACEMENT	FIFTH GRADE TEACHER	EISENHOWER ELEMENTARY	4/10/2023
<u>RECOMMENDATIONS/ TEMPORARY EMPLOYMENT</u>				
<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
DRAPER, LOGAN	TEMP TO REHIRE	SCIENCE TEACHER	NORMAN HIGH	8/9/2023
FRANKS, BETHANY	TEMP TO REHIRE	ADVOCACY COORDINATOR	ALCOTT MIDDLE	7/18/2023
HOELZER, ALISON	TEMP TO REHIRE	REGISTERED NURSE	HEALTH SERVICES	7/29/2023
SCHOVANEC, WENDI	TEMP TO REHIRE	REMEDIAL SPECIALIST	INDIAN ED	8/9/2023
SMITH, KATHRYN	TEMP TO REHIRE	RESOURCE TEACHER	NORMAN NORTH	8/9/2023
TASSEY, BAYLEE	TEMP TO REHIRE	ART TEACHER	IRVING MIDDLE	8/9/2023
VAUGHN, NARCESA	TEMP TO REHIRE	RESOURCE TEACHER	EXPAND ED	8/9/2023
WEIRICH, GRANT	TEMP TO REHIRE	REGISTERED NURSE	HEALTH SERVICES	7/29/2023
WHEELLOCK, ERIKA	TEMP TO REHIRE	EXPAND ED MATH TEACHER	EXPAND ED	8/1/2023
WILLIAMS, JAMES	TEMP TO REHIRE	SCIENCE TEACHER	NORMAN HIGH	8/9/2023
WRIGHT, ARIEL	TEMP TO REHIRE	TRAVELING BAND DIRECTOR	FINE ARTS	8/3/2023
<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>		<u>EFFECTIVE DATE</u>
BAILLIO, KRISTIN	TEMP TO REGULAR	.5 GT TEACHER	WHITTIER MIDDLE	8/9/2023
FRENETTE, ADRIANNE	TEMP TO REGULAR	EXPAND ED MATH TEACHER	EXPAND ED	8/1/2023
NEWPORT, JUDY	TEMP TO REGULAR	SECOND GRADE TEACHER	ADAMS ELEMENTARY	8/9/2023
PARIS, ALLISON	TEMP TO REGULAR	KINDERGARTEN TEACHER	WILSON ELEMENTARY	8/9/2023
PERRY, JILL	TEMP TO REGULAR	FIFTH GRADE TEACHER	MCKINLEY ELEMENTARY	8/9/2023
PLUNK, NICHOLAS	TEMP TO REGULAR	SCIENCE TEACHER	ALCOTT MIDDLE	8/9/2023
TOMA, BOBBY	TEMP TO REGULAR	EXPAND ED SOCIAL STUDIES TEACHER	EXPAND ED	8/1/2023
<u>RESIGNATIONS:</u>				
<u>NAME</u>		<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
AVALOS, FAITH		RESOURCE TEACHER	NORMAN NORTH HIGH SCHOOL	5/31/2023
AVERY, MIAISHA		SCHOOL PSYCHOLOGIST	SPECIAL SERVICES	5/31/2023

BATTERSON, EMILY		FOURTH GRADE TEACHER	TRUMAN ELEMENTARY	5/31/2023
CHRISTENSEN, CALLIE		ART TEACHER	ALCOTT MIDDLE	5/31/2023
DOYLE, STACY		COUNSELOR	ALCOTT MIDDLE	6/9/2023
GANN, MARY		GIFTED RESOURCE TEACHER	TRUMAN PRIMARY	5/31/2023
GRISSOM, DEVIN		AGRICULTURE TEACHER	NORMAN HIGH	6/30/2023
HARRIS, MIA		KINDERGARTEN TEACHER	ADAMS ELEMENTARY	5/31/2023
HENRY, SARAH		STUDENT ADVOCACY COORDINATOR	LONGFELLOW MIDDLE	6/16/2023
HUDDLESTON, BETH		LANGUAGE ARTS TEACHER	LONGFELLOW MIDDLE	6/1/2022
HUDDLESTON, KEITH		LANGUAGE ARTS TEACHER	WHITTIER MIDDLE	5/31/2023
HUDSON, ZOIE		DANCE INSTRUCTOR	NORMAN HIGH	5/31/2023
KISINGER, SIERRA		RESOURCE TEACHER	WILSON ELEMENTARY	5/31/2023
LAKE, KRISTIAN		AUTISM TEACHER	EISENHOWER ELEMENTARY	5/31/2023
LIGHT, TARA		ELEMENTARY MUSIC TEACHER	ADAMS ELEMENTARY	5/31/2023
LOWRY, KENDELL		ELEMENTARY MUSIC TEACHER	ADAMS ELEMENTARY	5/31/2023
MIHALEK, RITA		ENGLISH TEACHER	LONGFELLOW MIDDLE	4/28/2023
MONKRES, SYDNEY		SECOND GRADE TEACHER	ADAMS ELEMENTARY	5/31/2023
PERRY, HILARY		THIRD GRADE TEACHER	WILSON ELEMENTARY	5/31/2023
PROBST, SAMANTHA		FIRST GRADE TEACHER	REAGAN ELEMENTARY	5/31/2023
PROCTOR, STACY		THIRD GRADE TEACHER	CLEVELAND ELEMENTARY	5/31/2023
PLYLE, MADISON		SCIENCE TEACHER	WHITTIER MIDDLE	4/14/2023
RODRIGUEZ, ANDREA		FRENCH TEACHER	NORMAN NORTH	5/31/2023
SCHRANK PATTERSON, LAUREN		LIBRARIAN	LONGFELLOW MIDDLE	6/7/2023
SCOTT, GABRIELLE		FIFTH GRADE TEACHER	JACKSON ELEMENTARY	5/31/2023
TALLEY, BRAD		PRINCIPAL	LONGFELLOW MIDDLE	6/30/2023
VILLANI, JANET		FIFTH GRADE TEACHER	TRUMAN ELEMENTARY	5/31/2023
WALK, ABBY		SPEECH PATHOLOGIST	SPECIAL SERVICES	5/31/2023
WATSON, AMY		RESOURCE TEACHER	MCKINLEY ELEMENTARY	5/31/2023
WILCOX, EVA		DEAF AND HARD OF HEARING TEACHER	KENNEDY ELEMENTARY	5/31/2023
WILKENS, GARRETT		ELEMENTARY P.E. TEACHER	ADAMS ELEMENTARY	5/31/2023
WILLIAMS, RANDALL		INTERN ASSISTANT PRINCIPAL	NORMAN NORTH	6/16/2023
ZIRKLE, MARIAH		KINDERGARTEN TEACHER	KENNEDY ELEMENTARY	5/31/2023

RETIRING:

<u>NAME</u>		<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
WELBORN, TERRI		ELEMENTARY COUNSELOR	TRUMAN ELEMENTARY	5/31/2023

Respectfully Submitted,
Superintendent

*Worked Prior to Board Approval

**Norman Public Schools
Norman, Oklahoma
Support Personnel Report
5/8/2023**

<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
BODE, PAMELA	REPLACEMENT	LEAVE AND ATTENDANCE SPECIALIST	ADMINISTRATIVE SERVICE CENTER	5/22/2023
DUTHIE, CHELSEY	NEW	SPEECH LANGUAGE PATHOLOGIST ASSISTANT	SPECIAL SERVICES	4/28/2023
GAFFNER, RACHEL	REPLACEMENT	SECRETARY TO FINE ARTS DIRECTOR	FINE ARTS CENTER	5/1/23
KORANDA, STEPHEN	REPLACEMENT	ASSOCIATE DIRECTOR OF COMMUNICATIONS & PUBLIC RELATIONS	ADMINISTRATIVE SERVICE CENTER	6/5/23
MADDEN, CLINTON	REPLACEMENT	LEAD PLUMBER	CENTRAL SERVICES CENTER	4/24/23
<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>		<u>EFFECTIVE DATE</u>
ARTER, VALERIE	TEMP TO REHIRE	BUS DRIVER	TRANSPORTATION	8/10/2023
BETHEL, KERAN	TEMP TO REHIRE	BUS MONITOR	TRANSPORTATION	8/10/2023
BELTZ, KATIE	TEMP TO REHIRE	FINANCIAL SECRETARY	FINE ARTS CENTER	7/3/2023
CHILDERS, LORRAINE	TEMP TO REHIRE	RESOURCE TEACHER ASSISTANT	NORMAN NORTH HIGH	8/8/2023
CHURCHWELL, SHANNON	TEMP TO REHIRE	BUS DRIVER	TRANSPORTATION	8/10/2023
CLARK, HUNTER	TEMP TO REHIRE	GENERAL UTILITIES	CENTRAL SERVICE	7/3/2023
COLBENSON, ROBERT	TEMP TO REHIRE	BUS DRIVER	TRANSPORTATION	8/10/2023
COTTER, REBECCA	TEMP TO REHIRE	BUS DRIVER	TRANSPORTATION	8/10/2023
ENGLISH, CALE	TEMP TO REHIRE	FREIGHT/STOCK MATERIAL HANDLER	WAREHOUSE	7/3/2023
GILMORE, KELVIN	TEMP TO REHIRE	BUS DRIVER	TRANSPORTATION	8/10/2013
HAY, MEGAN	TEMP TO REHIRE	SECRETARY TO EXPAND EDUCATION	EXPAND EDUCATION	07/03/2023
HELLERMANN, IAN	TEMP TO REHIRE	BUS DRIVER	TRANSPORTATION	08/10/2023
KNOTT, SYLVIA	TEMP TO REHIRE	BUS DRIVER	TRANSPORTATION	8/10/2023
LAUTZENHEISER, STEVEN	TEMP TO REHIRE	COMPUTER TECHNICIAN	TECHNOLOGY SERVICE CENTER	7/3/2023
LLOYD, JENNIFER	TEMP TO REHIRE	PERSONNEL SPECIALIST	PERSONNEL DEPARTMENT	7/3/2023
LOUGHLIN, KEVIN	TEMP TO REHIRE	BUS DRIVER	TRANSPORTATION	8/10/2023
PLUMMER, DAWN	TEMP TO REHIRE	SECRETARY TO EXPAND EDUCATION	EXPAND EDUCATION	7/3/2023
ROBERSON, CHARLES	TEMP TO REHIRE	BUS DRIVER	TRANSPORTATION	8/10/2023
SALMON, PAUL	TEMP TO REHIRE	BUS DRIVER	TRANSPORTATION	8/10/2023
SNELSON, KRYSTAL	TEMP TO REHIRE	BUS DRIVER	TRANSPORTATION	8/10/2023
TYRREL, WILLIAM	TEMP TO REHIRE	BUS MONITOR	TRANSPORTATION	8/10/2023
WHITSON, MIRANDA	TEMP TO REHIRE	PRINCIPAL SECRETARY	ADAMS ELEMENTARY	7/20/2023
YOUNG, MARCHA	TEMP TO REHIRE	SCIENCE & WAREHOUSE SECRETARY	WAREHOUSE	7/3/2023
<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>		<u>EFFECTIVE DATE</u>
BARNES, GEORGE	TEMP TO REGULAR	BUS DRIVER	TRANSPORTATION	8/10/2023
BELKNAP, COURTNEY	TEMP TO REGULAR	SECRETARY TO CHILDHOOD DIRECTOR	CURRICULUM CENTER	7/3/2023
BELTZ, AMANDA	TEMP TO REGULAR	SECRETARY TO ATHLETIC DIRECTOR	CURRICULUM CENTER	7/3/2023
BRADLEY, SAVANNAH	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023
KEELER, CHRISTOPHER	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023
MCGOWEN, GREGORY	TEMP TO REGULAR	RESOURCE TEACHING ASSISTANT	DIMENSIONS SOUTH	8/10/2023

PEARCE, NATALIE	TEMP TO REGULAR	RESOURCE TEACHING ASSISTANT-PART TIME	EISENHOWER ELEMENTARY	8/10/2023
RUFF, LORETTA	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	KENNEDY ELEMENTARY	8/8/2023
SPELL, KATHERINE	TEMP TO REGULAR	BUS MONITOR	TRANSPORTATION	8/10/2023
RESIGNATIONS:				
NAME		ASSIGNMENT	SITE	EFFECTIVE DATE
DAVIS, HEATHER		SPED TEACHER ASSISTANT	WASHINGTON ELEMENTARY	5/26/2023
DICKERSON, JESSICA		SPED TEACHER ASSISTANT	MONROE ELEMENTARY	5/26/2023
HARRELL, MATTHEW		BUS DRIVER	TRANSPORTATION	5/2/2023
HEILAMAN, MICHAEL		BUS MONITOR	TRANSPORTATION	4/17/2023
LOCKWOOD, DEBRA		OFFICE ASSISTANT	ADAMS ELEMENTARY	6/1/2023
MAKAREM, ADELA-MAY		RESOURCE TEACHER ASSISTANT	EISENHOWER ELEMENTARY	5/26/2023
MARTIN, CHRISTY		RESOURCE TEACHER ASSISTANT	WILSON ELEMENTARY	4/5/2023
MURPHY, SAVANNAH		RESOURCE TEACHER ASSISTANT	WILSON ELEMENTARY	5/26/2023
TILLMAN, KELLY		INTERPRETER FOR DEAF/HARD OF HEARING	NORMAN NORTH HIGH	5/26/2023
WELL, MEAGAN		RESOURCE TEACHER ASSISTANT	EISENHOWER ELEMENTARY	5/26/2023
WILLIAMS, MICHAEL		BUS MONITOR	TRANSPORTATION	4/21/2023
WILLIAMS, SOMER		RESOURCE TEACHER ASSISTANT	EISENHOWER ELEMENTARY	5/26/2023
Respectfully Submitted,				
Superintendent				
*Worked Prior to Board Approval				



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 4/11/2023
Quote No. 302463
Acct. No. 03:no:OK:12215164
Total \$0.00
Pricing Expires 6/30/2023

NPS Administrative Services
Norman Public Schools District I-29
131 South Flood
Norman OK 73069

June Summer School Session

Payment Schedule	Contract Start	Contract End
	6/1/2023	6/30/2023

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Norman Public Schools District I-29						
	Digital Libraries Per Enrollment per semester course for summer school (Tier 1) (9 weeks, 7 day drop/add grace period, excludes 3rd party courses) District will be billed for usage past the drop/grace period at \$50 per course.		06/30/2023	\$50.00	0	\$0.00
	IS Teaching Summer School per Semester Course (9 weeks) (7 day drop/add grace period) District will be billed for usage past the drop/grace period at \$150 per course.		06/30/2023	\$150.00	0	\$0.00

Subtotal \$0.00
Total \$0.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Norman Public Schools District I-29

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Kate Baxter
Account Executive
kate.baxter@imaginelearning.com
480-772-9717

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 4/11/2023
Quote No. 302465
Acct. No. 03:no:OK:12215164
Total \$0.00
Pricing Expires 7/31/2023

NPS Administrative Services
Norman Public Schools District I-29
131 South Flood
Norman OK 73069

July Summer School Session

Payment Schedule	Contract Start	Contract End
	7/1/2023	7/31/2023

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Norman Public Schools District I-29						
	Digital Libraries Per Enrollment per semester course for summer school (Tier 1) (9 weeks, 7 day drop/add grace period, excludes 3rd party courses) District will be billed for usage past the drop/grace period at \$50 per course.		07/31/2023	\$50.00	0	\$0.00
	IS Teaching Summer School per Semester Course (9 weeks) (7 day drop/add grace period) District will be billed for usage past the drop/grace period at \$150 per course.		07/31/2023	\$150.00	0	\$0.00

Subtotal \$0.00
Total \$0.00

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Norman Public Schools District I-29

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Kate Baxter
Account Executive
kate.baxter@imaginelearning.com
480-772-9717

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



John Gilmore
J&C2 LLC
PO Box 131
Piedmont, OK 73078

Norman Schools
Attn Brad Coplen

Annualized Pricing Index

May 1-June 30 2023

Replace mortise lock	\$90.00
Replace Mortise cylinder	\$48.00
Replace Rim Cylinder	\$60.00
Replace Panic device	\$100.00
Replace exterior HM door ea.	\$300.00
Replace exterior HM frame single	\$600.00
Replace exterior HM frame double	\$1,200.00
Replace automatic operator existing	\$650.00
Supply Materials cost plus 20%	

Board member signature

Date

JC SQUARED, INC.

Phone: 405-512-8949

E-mail: john@jc2pro.com.com

**MASTER SERVICE
SUBCONTRACTOR AGREEMENT**

This Master Service Subcontractor Agreement ("Agreement") is made and effective May __, 2023,

BETWEEN: **Advanced Commercial Painting, LLC** ("Subcontractor"), an Oklahoma limited liability company and painting subcontractor, with its principal office located at:

5500 N. Western Ave, Suite 284, Oklahoma City, OK 73118

AND: **School District #29 of Cleveland County, Oklahoma d/b/a Norman Public School RFP** (the "School"), an independent school district operating under the laws of the State of Oklahoma, with its purchasing department located at:

131 South Flood, Norman, OK 73069

RECITALS

Subcontractor is engaged in providing construction services, specifically painting and related services, as an independent contractor. The Subcontractor has complied with all Federal, State, and local laws regarding licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as a Subcontractor under this Agreement.

The School desires to engage and contract for the services of the Subcontractor to perform certain construction work, specifically labor and materials for painting and related services, on specific construction projects at certain school sites within the school district. Subcontractor desires to enter into this Agreement and perform as a Subcontractor for the School and is willing to do so on the terms and conditions set forth below, as well as additional terms outlined in the purchase order for each project.

As work is needed for specific locations, the School will provide Subcontractor with the address and scope of work for the particular project. The work shall be performed by the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. TERMS

This Agreement shall be effective commencing May 1, 2023, and shall continue until June 30, 2023, or when terminated by either party as outlined in Section 8.

2. STATUS OF SUBCONTRACTOR

This Agreement does not constitute a hiring by the School or the Subcontractor. The parties intend that the Subcontractor shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the laws of the State of Oklahoma. Subcontractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the School shall not be liable for any obligations incurred by Subcontractor unless specifically authorized in writing. Subcontractor shall not act as an agent of the School, ostensibly or otherwise, nor bind the School in any manner unless specifically authorized to do so in writing.

3. TASKS, DUTIES, AND SCOPE OF WORK

- a. Subcontractor agrees to devote as much time, attention, and energy as necessary to complete or achieve construction labor and materials (painting and related services) as specified for a specific construction project. A more specific scope of work will be given for the particular project as detailed in the purchase order provided by the School's Central Service Department. The above is to be referred to in this Agreement as the "Purchase Order". A date for the completion of the Purchase Order shall be given for each project.
- b. Subcontractor shall additionally perform any and all tasks and duties associated with the Purchase Order given for each project, including but not limited to, work being performed already or related change orders.
- c. The books and records related to the Purchase Order for each project shall be maintained by the Subcontractor at its principal place of business and open to inspection by School during regular working hours. School will be entitled to inspect documents, including any and all contract documents, change orders/Purchase Orders, and work authorized by Subcontractor or School on existing or potential projects related to this Agreement.
- d. Subcontractor shall be responsible to the School and its Board of Education, but Subcontractor will not be required to follow or establish a regular or daily work schedule. Subcontractor understands that the School may have a schedule or deadlines to which the Subcontractor must adhere. Subcontractor will supply all necessary equipment, materials, and supplies unless otherwise authorized by the School or Central Service Department. The materials for the particular project will be provided at cost with a 10% markup to the School. Subcontractor will not rely on the equipment or offices of School for completion of tasks and duties set forth pursuant to this Agreement. Any advice given Subcontractors regarding the Purchase Order shall be considered a suggestion only, not an instruction. The School retains the right to inspect, stop, or alter the work of Subcontractor to assure its conformity with this Agreement or the Purchase Order for the specific project.

4. COMPENSATION

a. Subcontractor shall be entitled to compensation for performing those tasks and duties related to the Purchase Order which are Time and Material projects as follows:

- 1. Hourly Rate for Project Manager \$105.00
- 2. Hourly Rate for Painter \$ 48.00
- 3. Hourly Rate for Helper/Laborer \$ 43.00

b. Subcontractor shall be entitled to compensation for projects that are not Time and Material projects in the amount set forth in the Purchase Order for the particular project.

c. Such compensation shall become due and payable to Subcontractor in the following time, place, and manner:

Within 45 days of receipt of an invoice for a Purchase order, payment shall be provided. If there is an issue with any of the work on a Purchase Order, Subcontractor will be provided with notice and opportunity to correct the work. The portion of the work for which there is no issue should be paid within 45 days of receipt of the invoice.

5. SCOPE OF WORK FOR AGREEMENT

The parties agree and understand that the Scope of Work for a particular project will be set forth in a Purchase Order will vary from project to project. The general items for Scope of Work as contemplated by this Agreement are as follows:

PROJECT SCOPE AND SPECIFICATIONS

PARKING LOT

- A. Power washing
- B. Filing linear cracks in asphalt
- C. Overlay sealant on asphalt
- D. Striping parking
- E. ADA parking Space
- F. Crosswalk
- G. Parking Space Numbers 1-500
- H. Curbs painted (red, yellow, etc.)

EXTERIOR PAINTING

- I. Power wash
- J. Block filler
- K. A-100 finish
- L. He-performance finish
- M. Miscellaneous patch & repair

INTERIOR PAINTING

- N. Miscellaneous patch & repair
- O. Standard paint, Promar 200 or equal

- P. Pre-catalyzed epoxy
- Q. Multi-component finishes
- R. Hollow Metal frame-whole or spilt face
- S. Hollow Metal door whole or spilt faced
- T. Wood Door- (touch up stain) whole or split faced

Subcontractor shall be responsible for the reasonable clean-up of any work performed or the area where the work was performed by the Subcontractor on a Purchase Order.

6. CHANGE ORDERS

If work outside the scope of work set forth in the Purchase Order is required on a project by Central Service Department, the School and the Subcontractor will agree on whether there is cost for the additional work and, if so, the cost for the work. The agreement to perform the work and the cost for the work shall be included in a written change order signed by both parties. The additional work shall not be performed until a change order is agreed upon and signed by both parties.

7. PUNCH LIST

When the scope of work for a Purchase Order is substantially complete, the parties will inspect the work. Central Services Department will prepare a punch list, based on the inspection, with items that need to be completed or repaired. Once the punch list items are completed, the parties will again inspect the work performed for the Purchase Order. The Central Services Department will acknowledge the completion of the punch list by its written signature on the punch list which shall evidence the completion of the punch list and the acceptance of the Purchase Order work.

8. TERMINATION

This Agreement may be terminated for cause prior to the completion or achievement of the scope of work on a Purchase Order on any project by either party giving 30 days written notice. However, if the termination is because of issues involving the work, including but not limited to timeliness and quality, the School must give the Subcontractor notice and opportunity to cure for 15 days prior to the start of the 30 days written notice. If the issue is timely resolved, the party giving notice cannot terminate the Agreement. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

9. LEGAL COMPLIANCE

Subcontractor is encouraged to treat all School employees, students, business partners and other affiliates with respect and responsibility. Subcontractor is required to comply with all laws, ethical codes and School's policies, procedures, rules, or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

10. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE

Subcontractor agrees to immediately supply the School with proof of Workers' Compensation Coverage where required by law and General Liability Insurance, upon request of the School.

11. PERSONS HIRED BY SUBCONTRACTOR

All persons hired by Subcontractor to assist in performing the tasks and duties necessary to complete the Purchase Order shall be the employee or independent contractor labor of

Subcontractor unless specifically indicated otherwise in an agreement signed by all parties. Subcontractor shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of the School.

12. NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, electronic mail, or by hard mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Subcontractor agrees to keep School current as to its business and mailing addresses, as well as mobile number and email.

13. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.

14. MEDIATION AND ARBITRATION

Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on the written request of either party served on the other, be submitted first to mediation and then if still unresolved to litigation in a state or federal court for Cleveland County, Oklahoma.

15. REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding with the exception of the Purchase Order for each project. Any modification of this Agreement shall be effective only if it is in writing, signed, and dated by all parties hereto.

16. INDEMNIFICATION

Subcontractor shall defend, indemnify, hold harmless, and ensure the School from any and all damages expenses, or liability resulting from or arising out of, any negligence or misconduct on Subcontractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of the Subcontractor. Subcontractor shall ensure that its employees, contractors, and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement.

17. CONTAINMENT OF ENTIRE AGREEMENT

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto. Notwithstanding this section, the parties acknowledge that each written Purchase Order and its terms will be binding on the parties.

18. PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

19. GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SCHOOL
**School District #29 of Cleveland County,
Oklahoma d/b/a Norman Public School RFP**

SUBCONTRACTOR
Advanced Commercial Painting, LLC

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

BOARD OF EDUCATION

Authorized Signature

Print Name and Title

Authorized Signature

Print Name and Title

Authorized Signature

Print Name and Title

Authorized Signature

Print Name and Title

Authorized Signature

Print Name and Title

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**Emergency Preparedness and Response Memorandum of Understanding between the
Board of Regents of the University of Oklahoma and Norman Public Schools**

This Memorandum of Understanding (the Agreement) is made and entered into effective on the last day of approval of all Parties hereto, by and between the Board of Regents of the University of Oklahoma (the University) and Independent School District No. 29 of Cleveland County, Oklahoma a/k/a the Norman Public Schools (NPS).

RECITALS

WHEREAS, Norman Public Schools (NPS) and the Board of Regents of the University of Oklahoma (the University) are authorized to enter into agreements to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, the University and NPS are subject to occasional danger and damage from flooding, tornadoes, high winds, lightning, hazardous material incidents, and other acts of nature or terrorism; and

WHEREAS, the University and NPS propose this Memorandum of Understanding Agreement to establish a formal working Mutual-Aid relationship in support of Emergency Preparedness for emergency planning, response, recovery, and mitigation programs; and

WHEREAS, in light of their respective common goals to reduce the loss of life and property and continue business operations in the face of natural or man-made emergencies or disasters, the University and NPS recognize the need to maintain strong coordination at a level that ensures efficient use of all available resources, consistent with the principles of each entity; and

WHEREAS, the University and NPS agree to encourage, coordinate, promote, and support an ongoing relationship between both entities to focus on identifying and assessing hazards and associated risks, particularly as they relate to the University and NPS.

ARTICLE 1: Cooperative Efforts

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

1. The Parties will cooperate in all areas of mutual interest as it relates to Emergency Preparedness including sharing information, planning, response, recovery, and other operational support programs.
2. The Parties will hold periodic meetings to identify and assess possible hazards and plan possible solutions.
3. Each Party shall designate an individual Authorized Representative to serve as a point of contact for the emergency requests and responses contemplated by this Agreement.

4. The Party in need of emergency assistance (Requesting Party) agree to provide the other Party (Responding Party) with as much notice as possible so the Responding Party can assess its ability to help and organize response efforts.
5. In the event of an emergency, the Parties agree to provide each other with access to basic facilities such as restrooms, water fountains, air conditioning, and heat.
6. In the event of an emergency, the Parties agree to provide each other with access to parking lots or other designated areas, as available, to be used as reunification sites.
7. In the event of an emergency, the Parties agree to provide each other with alternative classroom space, labs, administrative space and maintenance facilities, as available.
8. In the event of an emergency, the Parties agree to provide each other with access to personnel including, but not limited to, skilled craftsmen, instructional staff, administrative personnel, heavy equipment operators, bus drivers, and housing staff, as available. A Requesting Party directing the actions of such "Leased Employees" dispatched by a Responding Party to provide assistance pursuant to this Agreement shall be liable for the actions of the Leased Employees as further described in Article 5.
9. In the event of an emergency, the Parties agree to provide each other with access to materials including, but not limited to, construction materials, hazard control materials, expendables, and personal protective equipment, as available.
10. In the event of an emergency, the Parties agree to provide each other with use of equipment including but not limited to, vehicles, tools, heavy equipment, instructional equipment, and information technology assets, as available.
11. At no time will either Party disrupt the other's ongoing operations or be required to assist in any endeavor in furtherance of this Agreement that may jeopardize the health, safety, and or welfare of such other Party or of its property, students, or employees.
12. The Requesting Party shall use reasonable care in its conduct and use of the Responding Party's facilities or equipment, and the Parties further agree to restore, repair, replace, or reimburse each other for damages to such facilities or property arising from emergency assistance activities pursuant to this Agreement.
13. To the extent possible, representatives of both Parties will inspect the facilities and equipment provided in response to an emergency request immediately before use of such facilities or equipment pursuant to this Agreement, and will note, in writing any material defects of the facilities or equipment. Immediately prior to the time a Party ceases to use such facilities or equipment, representatives of the two parties will inspect the facilities and equipment to assess any damages that resulted from the use of such facilities and equipment before determining the appropriate restoration, repair, replacement, or reimbursement above described in Section 12.
14. A Party consuming materials provided by the other under Section 9 of this Article 1 shall keep records of all supplies or other materials consumed and shall either replace such supplies or other materials consumed or reimburse the other Party for such items.
15. If either Party uses personnel of the other, as contemplated by Section 8 of this Article 1, such party shall reimburse the other for the hours worked by such individuals, or their substitutes, as well as for janitorial employees who provide cleaning and maintenance of any portion of facilities utilized under Section 7 of this Agreement.

ARTICLE 2: Term and Termination

This Agreement will be effective as of the last date of signature by the Parties and remain in effect until June 30, 2024, unless earlier terminated by either Party for any reason upon 30 days advance written notice. This Agreement may be renewed by written mutual agreement of the Parties for additional one (1) year terms, each to coincide with the fiscal year for NPS.

ARTICLE 3: Assignment

Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party.

ARTICLE 4: Disputes

In the event that any dispute arises with regard to the performance or interpretation of any of the terms of this Agreement, both Parties agree to resolve disputes through mutual cooperation within sixty (60) days from the date that a party notified the other party of such dispute. In the event the Parties are unable to reach a resolution to the dispute, either Party may give the other Party written notice of its intent to terminate this Agreement in accordance with Article 2 of this Agreement. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder or pursuant hereto shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or pursuant thereto.

ARTICLE 5: Liability of Lease Employees

To the extent that either of the Parties, pursuant to Section 8 of Article 1, uses the services of personnel of the other and directs the actions of such personnel, such personnel (the "Leased Employees") shall be considered leased employees during such period. The Requesting Party directing the actions of such personnel shall be liable for the actions of such personnel during such period of time and for the defense of such Leased Employees from actions brought against them and arising out of their services as Leased Employees to the same extent as the Requesting Party would for its own employees.

During the period of time that an employee of a Party serves as a Leased Employee under the direction of the Requesting Party, such Leased Employee shall nevertheless be an employee of the Responding Party for purposes of the Responding Party's benefit programs or plans now existing or hereafter created, workers compensation, compensation, and payment and withholding of federal, state and local income, social security, unemployment, Medicare, and other payroll and employment taxes.

ARTICLE 6: Nondiscrimination/Equal Opportunity

As applicable, the provisions of Exec. Order No. 11,246, as amended by Exec. Order No. 11,375 and Exec. Order No. 11,141 and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60, et. seq.) are incorporated into this Agreement. The Parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, political beliefs, sex, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the Parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the Parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C.A. §4212.

ARTICLE 7: No Partnership or Joint Venture

Nothing in this Agreement will be construed to create a partnership, joint venture, employer-employee or principal-agent relationship between the Parties, nor will the Parties hold themselves out as having such a relationship. As between the University and NPS, except as specified herein, each has full, complete, absolute, and sole authority and responsibility regarding its own operations; and none shall have any direction or control over the manner in which any other performs its obligations except as specified herein.

ARTICLE 8: Non-exclusivity

The Parties enter into this Agreement on a nonexclusive basis.

ARTICLE 9: Contact Information

For the University:	Name:	Kevin Leach, Director of Campus Safety
	Address:	905 Asp Ave., Room 109B
	Email:	kleach@ou.edu
	Phone:	405-325-5145

All legal notices to University to be sent to: The Executive Secretary of the Board of Regents
of the University of Oklahoma
660 Parrington Oval, Room 119
Norman, OK 73019.

For NPS:	Name:	David Teuscher, Emergency Management Coord.
	Address:	131 S. Flood Ave.
	Email:	dteuscher@normaps.org
	Phone:	405-366-0516

ARTICLE 10: Signatory Authority

Each person signing this Agreement represents that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

ARTICLE 11: Sex Offender Statement

All Parties hereby certify that they do not and will not employ any individual registered under the Sex Offenders Registration Act, 57 O.S. §§ 581, *et seq.*, or the Mary Rippy Violent Crime Offenders Registration Act, 57 O.S. §§ 591, *et seq.* The Parties agree to obtain signed statements from all employees and agents performing services pursuant to this agreement that such employee or agent is not currently required to register under the provisions of the Sex Offenders Registration Act, 57 O.S. §§ 581, *et seq.*, or the Mary Rippy Violent Crime Offenders Registration Act, 57 O.S. §§ 591, *et seq.*

IN WITNESS WHEREOF, the Parties have executed this Agreement upon the dates appearing below their signature, and the Agreement shall be effective upon the date of last signature herein:

Board of Regents of the University of Oklahoma:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

[Handwritten Signature]
Kevin Leach
Director of Campus Safety
5.18.23

Independent School District No. 29 of Cleveland County, Oklahoma

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Memorandum of Agreement
Between
Cleveland County Oklahoma and Norman Public Schools

For The Use of Facilities/Equipment as Emergency Evacuation Site for Students

This Memorandum of Agreement ("Agreement") is made and entered into by and between Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools ("NPS"), and **CLEVELAND COUNTY OKLAHOMA** collectively—the Parties.

CLEVELAND COUNTY OKLAHOMA, under its authority, authorizes the use of its facilities, equipment, and parking lots, to be used by NPS as an evacuation site during a disaster or crisis.

To help fulfill its role of preparing for and providing immediate response to disasters, **CLEVELAND COUNTY FAIRGROUNDS**, located at 615 E. Robinson St, Norman, OK 73071 agrees to assist NPS by providing an emergency evacuation site for students, faculty, and visitors who must evacuate a Norman Public Schools' campus. NPS shall maintain full responsibility for providing transportation and logistics for students, faculty, and visitors during a campus/district-wide evacuation.

Therefore, it is mutually agreed that the parties will as follows:

1. **CLEVELAND COUNTY FAIRGROUNDS** agrees that its facilities, while meeting its responsibilities to its patrons, will permit, to the extent of its ability and upon request by NPS, the use of its physical facilities by NPS as an emergency evacuation site.
2. NPS agrees that in the event of activation during an emergency or crisis to said facilities it shall exercise and enforce reasonable care in the conduct of its students, faculty, and visitors in such facilities.
3. During an event requiring both evacuation and mass sheltering, NPS will work with **CLEVELAND COUNTY FAIRGROUNDS** personnel to coordinate the utilization of its facilities. Additionally, **CLEVELAND COUNTY FAIRGROUNDS** shall share with NPS specific facility information, such as floor plans and the availability of amenities, for the purpose of expediting operations and logistics in the event of an evacuation.
4. **CLEVELAND COUNTY FAIRGROUNDS** agrees to permit use of its equipment located within its facilities, including, but not limited to, office equipment, tables, chairs, desks, refrigerators and freezers. **CLEVELAND COUNTY FAIRGROUNDS** agrees to provide and replenish normal and customary consumables and maintenance supplies, including, but not limited to, paper towels, toilet paper and garbage bags during NPS's use of the facilities. NPS agrees to reimburse **CLEVELAND COUNTY FAIRGROUNDS** for the cost of such consumables and supplies.
5. **CLEVELAND COUNTY FAIRGROUNDS** and NPS each agree to designate a primary and an alternate contact person who shall act as that party's primary point of contact and as their representatives in the event of a public safety emergency. Each party will provide the other with its representative's office phone numbers, cell phone numbers, home phone numbers, fax numbers and email addresses. This information shall be updated as necessary to ensure that contact information is current and accurate at all times.

6. **CLEVELAND COUNTY FAIRGROUNDS** agrees to provide normal maintenance of its facilities during NPS's use and occupancy for such items as heating and air conditioning, maintenance of restroom facilities, disposal of waste, cleanliness of the building, etc.
7. NPS shall designate a representative on site at **CLEVELAND COUNTY FAIRGROUNDS** during any public safety emergency or training exercise who will act as NPS's representative to answer questions of **CLEVELAND COUNTY FAIRGROUNDS** and to meet with **CLEVELAND COUNTY FAIRGROUNDS's** designated representative periodically to evaluate the necessity for continuation of operations and to resolve operational concerns. NPS shall provide health and/or security personnel during its use of the facility and shall be solely responsible for crowd control and the safety and security of persons taking shelter therein.

This Memorandum of Agreement shall be effective as of the 20th day of March, 2023 upon approval by **CLEVELAND COUNTY OKLAHOMA** and Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools and shall remain in effect from the date the Agreement is assigned or until either party chooses to terminate. Written notice of intent to terminate this Agreement must be given 60 days prior to termination date.

IN WITNESS WHEREOF, NPS and **CLEVELAND COUNTY OKLAHOMA** have executed this Agreement on the day and year written below.

[Signature] 3-20-23
 Representative Signature Date

 President Board of Education Date

[Signature] 3-20-23
 Representative Signature Date

ATTEST:

[Signature] 3-20-23
 Representative Signature Date

 Clerk, Board of Education Date

Attest:

[Signature]
 County Clerk





Norman Public Schools

Brad Coplen

Director of Facilities Management

Email: bcoplen@norman.k12.ok.us

Proposal Date: 04/24/2023

FacilityONE

3540 Toringdon Way

Suite 200

Charlotte, NC 28277

M. Lynn O'Donnell | lodonnell@facilityone.com

Chief Operating Officer

Product / Services:

The below renewal represents all 24 schools on the same term with a 3% increase. The Norman High School is currently under a paid contract through April of 2024 and was prorated to be a partial year to make all schools coterminous.

School	Term	Annual Fee
Adams Elementary	SEP 23 – JUN 24	\$412.00
Administration Building	SEP 23 – JUN 24	\$412.00
Alcott Middle School	SEP 23 – JUN 24	\$412.00
Cleveland Elementary	SEP 23 – JUN 24	\$412.00
Dimensions Academy	SEP 23 – JUN 24	\$412.00
Irving Middle School	SEP 23 – JUN 24	\$412.00
Jackson Elementary	SEP 23 – JUN 24	\$412.00
Jefferson Elementary	SEP 23 – JUN 24	\$412.00
Kennedy Elementary	SEP 23 – JUN 24	\$412.00
Lakeview Elementary	SEP 23 – JUN 24	\$412.00
Lincoln Elementary	SEP 23 – JUN 24	\$412.00
Longfellow Middle School	SEP 23 – JUN 24	\$412.00
Madison Elementary	SEP 23 – JUN 24	\$412.00
McKinley Elementary	SEP 23 – JUN 24	\$412.00
Monroe Elementary	SEP 23 – JUN 24	\$412.00
Norman North High school	SEP 23 – JUN 24	\$412.00
Reagan Elementary	SEP 23 – JUN 24	\$412.00
Roosevelt Elementary	SEP 23 – JUN 24	\$412.00
Truman Elementary	SEP 23 – JUN 24	\$412.00
Truman Primary	SEP 23 – JUN 24	\$412.00
Washing Elementary	SEP 23 – JUN 24	\$412.00



School	Term	Amount
Whittier Middle School	SEP 23 – JUN 24	\$412.00
Wilson Elementary	SEP 23 – JUN 24	\$412.00
Norman High School	APR 24 – JUN 24	\$123.60
Annual 23 School Total		\$9,476.00
Annual Total School Total		\$9,599.60
Monthly Payments	SEP 23 – MAR 24	\$947.60
Monthly Payments*	APR 24 – JUN 24	\$988.80

*Monthly increase in April through June of 2024 brings the Norman High School coterminous with the other 23 schools. All schools will renew in July of 2024 with accordance with your fiscal year.

Agreed and Accepted by:

Norman Public School

Name:

Signature:

FacilityONE

Name: M. Lynn O'Donnell

Signature:

Date:

Date:

ALLSTATE TERMITE AND PEST SOLUTIONS

1-888-656-6284

<http://www.allstatepestsolutions.com>



PEST CONTROL SERVICE AGREEMENT

Residential Commercial Inside Only Perimeter Only Inside & Perimeter Lawn Included

Customer: Norman Public Schools

Phone:

Address: 131 South Flood

City, State, Zip: Norman, OK 73069

Description of Property: See Pages 11 and 12 of RFP#2023008

Service Location: See Pages 11 and 12

Phone:

Address:

City, State, Zip:

Service Schedule: Monthly Quarterly Other:

Service to Begin: July 1st, 2023

Payment Schedule: Monthly Quarterly Other:

Initial Service Price: \$

Annual Amount: \$38,808

Mosquito Management (May to Sept.)

/mo. For

months Regular Service Price:

Termite Monitoring System Installation:

Monitoring:

Annual Contract Amount: \$

Pests to be Controlled: Common household Commercial

Other_

Unless checked, the following pests are not included:

Carpet Beetles

Fungus Gnats

Carpenter Ants

Pharaoh Ants

Flies & flying insects

Bed Bugs

Stored product pests

Fire Ants

Mice, Rodents Wood-infesting insects

Fleas

Ticks

Special Instructions: Contract period July 1st, 2023 to June 30th, 2024, with option for 4 individual renewal periods as stated in Scope of RFP 20238, page 5. Live trapping pricing for nuisance wildlife is as follows: \$125 to set trap and \$25 per each animal removed. All other off contract pest control will be at the bid price of \$125 per hour plus material costs. Please see attachment for individual site pricing.

SERVICE GUARANTEE: Due to the nature of many of the pests covered by this agreement, and due to the limitations imposed by the construction of most homes and businesses, we cannot guarantee complete elimination of pests. We do promise to use products and methods that will provide you with the most effective and efficient pest control possible, and to do our best to meet your expectations regarding the control of nuisance pests in your environment. We will also use products and methods to maximize your safety and comfort and to meet all federal, state and local regulations. If we fail to meet your expectations, please notify us and allow us thirty (30) days to correct the problem. If we are unable to correct the unsatisfactory conditions within this time period, you reserve the right to cancel this contract. We are not responsible for insect or rodent damage.

IMPORTANT: Your cooperation and regular service are extremely important to achieving and maintaining effective control of pests. Please correct any conditions conducive to pest harborage or breeding that your technician may bring to your attention. Also, please cooperate in helping us provide your service on the schedule indicated above, as regular, continued service is very important to satisfactory pest control and prevention. Without regular service,

By signing this agreement, I the customer, certify that I have read the provisions above and agree to all terms and conditions

Customer

Date

Allstate

Date

104

 5/5/23

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

This Online Facilities Rental Storefront Agreement (this "Agreement") is made and entered into as of _____, 20____ (the "Effective Date"), by and between Norman Public Schools (the "Client"), and Facilitron, Inc., a Delaware corporation (the "Company"). The Client and the Company may be referred to herein individually as a "Party" and collectively as the "Parties".

W I T N E S S E T H

- A. WHEREAS, the Company is the operator of an Internet website that provides its customers with a web storefront for the presentation and rental of facilities; and
- B. WHEREAS, the Client desires to present and rent its facilities on a web storefront hosted by the Company ("the "Client Facilities Rental Storefront") upon the terms and subject to the conditions set forth herein;

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

A G R E E M E N T

1. Definitions. As used in this Agreement, the following terms, when capitalized, shall have the following meanings:
- (a) **"Company Site"** shall mean the Company's website maintained at www.facilitron.com and any successor or supplemental locations.
 - (b) **"Client Site"** shall mean Client's website maintained at: www.normanpublicschools.org and any successor or supplemental locations.
 - (c) **"End Users"** shall mean individuals or outside group representatives as well as any employee, contractor or agent of Client who uses the Online Facilities Rental Storefront to rent Client Facilities.
 - (d) **"Client Facilities"** shall mean the facilities that the Client intends to rent.
 - (e) **"Online Facilities Rental Storefront"** shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of renting Client Facilities to End-Users (www.facilitron.com/nps73069 and any successor or supplemental locations).
 - (f) **"Services"** shall mean the act of setting up and populating Online Facilities Rental Storefront and Client Facilities for presentation and rental, providing additional offerings facilitating rental transactions, such as liability insurance, taking rental orders, processing of payments and disbursements, and providing customer support.
 - (g) **"Transaction"** as used in the Exhibit "A" herein shall mean the total of each reservation that an End-User makes by using the Online Facilities Rental Storefront. For example, if a

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

2. Grant of Rights.

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

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

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

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

3. Scope of Services.

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

4. Client Obligations.

(a) Solely for purposes of conducting the Services, Client shall use commercially reasonable efforts to assist Company in performing the Services by providing access to its staff, facilities, and updated rental availability data in a timely manner.

(b) The Client shall use commercially reasonable efforts to provide on its website and other communications, at its discretion, instructions, links, and other information to promote the Services therein.

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

6. Trademarks: Client Marks and Company Marks.

(a) Subject to the terms and conditions of this Agreement, the Client grants Company a nonexclusive, non-transferable, revocable license to use the Client's trademarks ("Client Marks") solely on the Online Facilities Rental Storefront and in connection with any promotions, marketing and press releases relating to the Services contemplated under this Agreement. The Client Marks are, and shall remain, the sole property of Client. Upon termination of this Agreement or of the herein granted license for any reason, the Company shall promptly discontinue use of the Client Marks.

(b) Subject to the terms and conditions of this Agreement, Company grants Client a nonexclusive, non-transferable, revocable license to use the Company's trademarks and servicemarks (the "Company Marks") in connection with marketing rental of the Client Facilities and any related services. The Company Marks are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall use commercially reasonable efforts not to do or suffer to be done any act or thing which will in any way impair the rights of the Company and to the Company Marks. It is understood that Client

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

7. Privacy Policy.

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

8. Confidentiality.

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

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

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

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

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

9. Representations and Warranties.

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

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

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

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

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

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

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

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

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

10. Termination.

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

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

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

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

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

11. General Provisions.

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

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

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

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

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

If to Client: Norman Public Schools
131 South Flood Avenue,
Norman, OK 73069
Attn:
Telephone: (405) 364-1339

If to the Company: Chief Executive Officer
Facilitron, Inc.
PO Box 1935
Los Gatos, CA 95031-1935
Telephone: 800-272-2962

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

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

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

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

(i) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

(j) Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(k) Force Majeure. Neither Party to this Agreement shall be held responsible for any failure or delay in performance under this Agreement where such performance is rendered impracticable by any act of war, compliance with laws, governmental acts or regulations, fire, flood, other natural disaster, epidemic, strikes and other causes similar to those listed, in each case where failure to perform is beyond the control, and not caused by the negligence of the non-performing Party ("Force Majeure").

(l) No Third Party Beneficiaries. Unless otherwise expressly provided, no provision of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized as of the date first written above.

“CLIENT”

“COMPANY”

Norman Public Schools

Facilitron, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

Company Fees

The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee").

The Client agrees to pay the Company a commission of 10% of the total Client Fee amount per Transaction which shall be deducted from the client's payment. Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the following month.

Minimum Annual Rental Volume. In the event that the total Client Fee payments for completed rentals during a 12-months period (the "Actual Rental Volume") are less than \$100,000 (the "Minimum Rental Volume") the Client agrees to pay the Company 10% of the difference between the Minimum Rental Volume and the Actual Rental Volume. The Company shall invoice the Client 30 days after the end of the 12-months period.

CONTRACT FOR SERVICES

This Agreement is entered into this ____ day of May, 2023 by and between **THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY** on behalf of **THE CLEVELAND COUNTY SHERIFF'S OFFICE ("CCSO")** and **INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA A/K/A NORMAN PUBLIC SCHOOLS ("NPS"** and collectively with CCSO, the "**Parties**").

RECITALS:

As outlined by Oklahoma Law (OKLA. STAT. tit. 74, §§ 360.19, 1008), NPS desires to contract with CCSO for the furnishing by CCSO of law enforcement and school resource officer functions at Dimensions Academy, an NPS school location.

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

1. SCOPE OF AGREEMENT

- a. CCSO and NPS agree to work together to implement and provide a school resource officer for NPS's Dimensions Academy. This contract shall place one (1) commissioned deputy sheriff in Dimensions Academy operated by NPS and equip the officer. This officer will be assigned to Dimensions Academy and will function as a School Resource Officer. The terms of this relationship shall be governed by this Agreement
- b. CCSO agrees that the vehicle utilized by the School Resource Officer shall be a marked, fully equipped CCSO patrol cars. One marked vehicle will be present at the school while a School Resource Officer is on duty at that location.
- c. School Resource Officer will work with NPS personnel on a cooperative basis. In addition to law enforcement functions, the School Resource Officer will be available to provide counseling, education and public speaking services as requested by NPS administration or its designated agents.

2. TERM OF THE AGREEMENT

- a. The term of this Agreement shall be for an initial period from July 1, 2023 to June 30, 2024. After the initial period, this Agreement may be renewed annually by mutual agreement of the Parties.

3. COMPENSATION

- a. As compensation to CCSO for services, NPS agrees to pay CCSO a monthly fee for the period of July 1, 2023 through June 30, 2024 of \$6,095.38. Partial months of service shall be calculated on a pro-rata basis.
- b. In the event that the monthly fee in Section 3(a) is reduced on a prorated daily basis, such a daily basis shall be calculated using school days, which are those days when school is in session.
- c. Fees under Section 3(a) will be paid no later than the 15th of each month for services rendered during the prior month.
- d. If the School Resource Officer is absent during a school day, the School Resource Officer shall be replaced by another deputy sheriff qualified to perform the duties of the School Resource Officer or payment shall be reduced on a prorated daily basis.

- e. In the event that CCSO finds it necessary to reassign the School Resource Officer due to a major emergency, the School Resource Officer shall be replaced by another deputy sheriff qualified to perform the duties of the School Resource Officer or payment for services shall be reduced on a prorated daily basis.

4. INDEPENDENT CONTRACTOR

- a. CCSO is and at all times shall be deemed an independent contractor and shall be wholly responsible for the way CCSO performs the services required by the terms of the Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between CCSO and NPS or any of CCSO's agents or employees. CCSO assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CCSO, its agents and employees, shall not be entitled to any rights or privileges of NPS employees, beyond those required for the performance of School Resource Officer duties, and the SRO shall not be considered in any manner to be an NPS employee.
- b. CCSO and NPS will work cooperatively to provide the best working relationship possible between the Parties to ensure that the needs of the individual schools, students, principals and school staff, and the School Resource Officer are met. To facilitate this, CCSO will designate a point of contact (other than the School Resource Officer for CCSO) for routine questions, scheduling, and day to day operations of the program. NPS administrators, the School Resource Officer, and CCSO's designated representative will meet as needed to facilitate scheduling and operation of the program.
- c. While NPS will not directly supervise the School Resource Officer in the day-to-day performance of his or her duties, NPS may provide input to CCSO regarding the personnel assigned under this Agreement. If NPS objects to the assignment of any personnel under this Agreement, NPS will review those objections with the designated representative of CCSO for final resolution of the objections.

5. ADDITIONAL PERSONNEL

- a. In addition to the School Resource Officer, NPS, at its option, shall have the right to engage off-duty law enforcement personnel for special events or other school-related activities as NPS deems necessary.

6. GENERAL DUTIES

- a. CCSO and NPS Staff have worked together to create a list of general duties for the School Resource Officer which outlines the officer's duties and is hereby incorporated by reference into this Agreement as Attachments "A" and "B".
- b. It is anticipated that it may be necessary to amend Attachments "A" and "B" to better reflect the scope of the general duties for the School Resource Officer. For that reason, the Cleveland County Sheriff and the Superintendent of NPS are hereby authorized to make written, mutually agreed up on amendments to Attachments "A" and "B" as necessary to provide a high level of service to the citizens of Cleveland County.

7. INSURANCE

- a. CCSO is self-insured. CCSO shall provide workers' compensation insurance in the amount required by Oklahoma law for all employees engaged in work as a School Resource Officer under this Agreement.

8. TERMINATION AND ASSIGNMENT

- a. This Agreement may be terminated by either Party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other Party.
- b. Neither Party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other Party to this Agreement.

9. DISPUTE RESOLUTION AND VENUE

- a. In the event both Parties are unable to jointly resolve a dispute arising from the implementation and operation of the School Resource Officer Program, then the final decision specific to that dispute will be submitted for resolution to the Cleveland County Sheriff and the Superintendent of NPS. In the event the Cleveland County Sheriff and the Superintendent of NPS are unable to jointly resolve any such dispute, then the matter will be submitted within thirty (30) days to a third-party mediator. In the event the mediation is unsuccessful in resolving any dispute arising from the implementation or operation of the School Resource Officer Program, then each Party has the option to file suit.
- b. All obligations of each Party to this Agreement shall be performed in Cleveland County, Oklahoma. The laws of the State of Oklahoma shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Cleveland County, Oklahoma.

10. NOTICES

- a. Any notice to be given by CCSO to NPS hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to: Superintendent Dr. Nick Migliorino, Norman Public Schools, 131 South Flood Avenue, Norman, Oklahoma, 73069.
- b. Any notice to be given hereunder by NPS to CCSO shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid addressed to: Cleveland County Board of Commissioners, 201 South Jones Avenue, Ste. 260. Norman, OK 73069.

11. SEVERABILITY

- a. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

12. HOLD HARMLESS CLAUSE

- a. To the extent allowed by law, NPS does hereby agree to waive all claims against, release, and hold harmless CCSO and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- b. To the extent allowed by law, CCSO does hereby agree to waive all claims against, release, and hold harmless NPS and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- c. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean that each Party shall only be responsible for the actions of each Party's own employees, officials, officers, and agents. The Parties agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

13. ENTIRE AGREEMENT

- a. This Agreement shall be binding upon the Parties hereto, their successors and assigns, and constitutes the entire Agreement between the Parties. No other agreements, oral or written, pertaining to the performance of this Agreement exists between the Parties. This Agreement can be modified only by an Agreement in writing, signed by both of the Parties.

Executed this ____ day of May, 2023.

**THE BOARD OF COUNTY COMMISSIONERS
OF CLEVELAND COUNTY, ON BEHALF OF
THE CLEVELAND COUNTY SHERIFF'S
OFFICE**

**INDEPENDENT SCHOOL DISTRICT NO. 29 OF
CLEVELAND COUNTY, OKLAHOMA A/K/A
NORMAN PUBLIC SCHOOLS**

By: _____
[NAME], Chairperson

By: _____
Dirk O'Hara, President
Board of Education

By: _____
[NAME],

By: _____
[NAME],

"CCSO"

ATTEST:

Tammy Belinson,
Cleveland County Clerk

ATTEST:

By: _____
Cathy Sasser, Clerk
Board of Education

APPROVED AS TO FORM:

By: _____
Assistant District Attorney

By: _____
Sheriff Chris Amason/
Undersheriff Marcus Williams

Attachment A
School Resource Officer (SRO) Duties

1. The primary function of the School Resource Officer (SRO) shall be to insure the safety of the students and faculty and provide campus security. Specifically, the SRO shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as a liaison between the school, the police department, juvenile officials, probation officials, courts, and other agencies of the juvenile Justice system.
2. The Principal, or designee, shall retain authority regarding all school issues. The SRO shall determine all law enforcement issues. The SRO shall communicate with the Principal regarding all law enforcement incidents on the campus or at school related activities.
3. The SRO shall participate in mandatory training set out by state law and/or CCSO policy. The SRO should also participate in reasonable training programs provided by NPS that directly impact ability and skills as a SRO.
4. The SRO shall be available as a resource to provide information on topics on which the officers have special competence due to their law enforcement training. The SRO shall also attempt to identify and counter deviant behavior and any other behavior that would be disruptive or unsafe to the students, faculty or district property.
5. The SRO shall make himself or herself visible in a public relations role in order to provide a highly visible crime deterrent in school property in order to effectively promote security and order in the schools.
6. The SRO shall attempt to provide guidance and direction for students, parents and staff when appropriate, to work with the school administrators to resolve school-police problems, and to work with parents of troubled youth.
7. The SRO shall not enforce NPS regulations or rules unless the violation of such rule or regulation constitutes a violation of a state law.
8. Nothing in this agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of CCSO officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for emergency calls even if the SRO is also called.
9. Except in an emergency, the SRO should not be called away from their assigned school to handle incidents, as this may be disruptive to the teacher/SRO/student relationship. The SRO may be contacted and may respond as soon as possible to assist CCSO officers when reasonable to assist with providing public safety.
10. SROs shall maintain a close liaison with CCSO officers around their assigned schools. They shall exchange information regarding suspects, incidents, and potential problems to ensure reasonably consistent enforcement from officer to officer to the extent permitted by law.
11. The SRO may be required to meet with school officials and the building level administrators of the school to which he or she is assigned during contract hours to discuss incidents, potential problems, and issues surrounding the SRO program. The primary purpose of these meetings will be to increase the effectiveness of the SRO program.

12. CCSO reserves the right to assign the SRO to a sheriff function in the event of an emergency or situation that dictates a call-up of sheriff personnel as directed in CCSO policy and procedures. An emergency situation may include a tornado, wildfire, etc.

Attachment B
School Resource Officers and School Discipline

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative agreement on school security and school discipline to guide and define the relationship between Norman Public Schools (“NPS”) and the Board Of County Commissioners of Cleveland County, on behalf of the Cleveland County Sheriff’s Office (“CCSO”) (collectively referred to as "the Parties") in the use of a School Resource Officer ("SRO"). The Parties acknowledge that law enforcement plays an essential role in maintaining safety in the community and at NPS. However, the use of arrests and referrals to the criminal justice system for minor or typical school behaviors can adversely affect students and erode confidence in and respect for both the school administration and law enforcement. The Parties have developed this guidance to ensure a consistent approach to law enforcement and school discipline that emphasizes cooperation in the handling of school-based student misbehavior. Emphasis is placed on handling incidents uniformly while ensuring that each case is addressed on an individualized basis. The manner in which each incident is handled is dependent upon many factors unique to each child. This includes, but is not limited to, behavioral history, present circumstances, disciplinary record, academic record, general demeanor and disposition toward others, disability, special education status, and other factors. Accordingly, the Parties concur that students involved in the same incident or similar incidents may receive different and varying responses depending on the factors and needs of each student.

To address these issues and ensure that all students have access to a safe and productive learning environment, the Parties agree that cooperation is essential. Among other benefits, committed cooperation can enhance appropriate responses and use of resources, when responding to school-based misbehavior. For purposes of this MOU, student misbehavior is considered to be breaches of the Code of Student Conduct, disruptions, and other minor infractions or omissions by a student that occurs on school grounds, school transportation or during a school sponsored or related event.

Responding to Student Misbehavior

In the event a student misbehaves, the school principal and their designees will be the primary source of intervention and disciplinary consequences. The SRO is responsible for criminal law issues—not school discipline issues. The Code of Student Conduct provides detailed information on consequences and interventions and shall guide the response to particular types of misbehavior. In addition, school officials should make reasonable efforts, where applicable, to connect students to school or community-based support services, such as counseling, mentoring, or extra-curricular activities.

Many types of minor student misbehavior may technically meet the statutory requirements for non-violent misdemeanors (e.g. theft, vandalism, disorderly conduct, loitering, incidents relating to alcohol, threats, harassment, etc.), but may be handled outside of the criminal justice system. Absent a real and immediate threat to students, teachers, or public safety, incidents involving public order offenses such as those above and including disturbance/disruption of school or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, may be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest) as may be appropriate on a case-by-case basis. Behavior that rises to the level of a felony offense is not included within this category.

All individuals involved in school discipline decisions shall consider the surrounding circumstances including the age, history, disability or special education status, and other factors that may have influenced the behavior of

the student, the degree of harm caused and the student's genuine willingness to repair the harm and accept responsibility for the student's action.

The SRO will avoid arresting students at school, where possible, unless the child poses a real and immediate threat to student, teacher, or public safety, or a judicial warrant specifically directs the arrest of the student in a school. The County Sheriff and the building level administrators shall be consulted prior to an arrest of a student where practicable, and the student's parent or guardian shall be notified of a child's arrest as soon as practicable.

Further Incidents

Repeated incidents of non-violent misdemeanors shall result in graduated levels of school-based interventions and consequences by the administrators on campus, according to the Code of Student Conduct, and referral to law enforcement for certain incidents.

Student Rights

Absent a real and immediate threat to student, teacher, or public safety, the SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is probable cause to believe that the search will reveal evidence that the student has committed or is committing a criminal offense.

- The SRO shall inform school administrators prior to conducting a probable cause search where practicable.
- The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.

A school official may conduct a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school, and the search is justified in scope given such suspicion.

- Absent a real and immediate threat to students, teachers, or public safety, a school official shall not ask an SRO to be present or participate in such a search.

Absent a real and immediate threat to students, teachers, or public safety, an SRO may question or participate in the questioning of a student about conduct that could expose the child to court-involvement or arrest only after informing the child of Miranda rights and only in the presence of the child's parent or guardian.

Accountability

NPS and CCSO shall maintain annual publicly available data, in compliance with the Oklahoma Open Records Act, without disclosing personally identifiable information, documenting the following:

- Number of incidents resulting in a juvenile arrest for conduct on school grounds or at a school-sponsored event, broken down by school; offense; arrestee's age, grade level, race, sex, and disability status; and disposition/result;
- Number of incidents resulting in other forms of law enforcement intervention—including searches and seizures by the SRO; questioning by the SRO; issuance of a criminal citation, ticket or summons; filing of a delinquency petition and referral to a probation officer—for juvenile conduct on school grounds or at a school-sponsored event, broken down by offense or reason; type of law enforcement intervention; juvenile's age, grade level, race, sex, and disability status; and disposition/result;
- Number of suspensions or other disciplinary consequences imposed on students, broken down by offense/infraction; student's age, grade level, race, sex, and disability status; and disciplinary consequence imposed;

- Policies and protocols governing the SRO program;
- Training materials for the SRO; and
- Number and types of complaints lodged against the SROs.

It is the policy of CCSO to investigate all complaints against it, or of alleged SRO misconduct, to equitably determine whether the allegations are valid or invalid, and take appropriate action. Any student, parent, teacher, and principal or other school administrator may submit a complaint, orally or in writing, of abuses or misconduct by the SRO to CCSO.

- Parents shall be permitted to submit a complaint in their native language.
- The complaint system must be confidential and protect the identity of the complainant from the SRO to the extent consistent with the SRO's due process rights.
- Complaints shall be investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution.

Every student attending Dimensions Academy and every parent or guardian with a student attending Dimensions Academy shall be informed of the complaint procedure through the NPS's customary means of communicating information to students and parents.

School Mission and SRO Role

As emphasized above, the involvement of an SRO is to improve school safety and the educational climate at the school, not to enforce school discipline or punish students. Accordingly, building-level school administrators shall be consulted when the SRO is deployed to the school.

The SRO shall meet with building-level school administrators, teachers, parents, and student representatives at least annually to discuss issues of school safety. Similarly, the SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate and through participation in relevant school training.

The SRO shall maintain activity reports and submit monthly summaries of these reports to district-level school administrators, and the relevant law enforcement agency. The monthly summaries shall include the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests; and other referrals to the juvenile justice system.

Absent a real and immediate threat to students, teachers, or school safety, and absent the situations described above where formal law enforcement intervention is deemed appropriate by the SRO, building level school administrators shall have final authority in the building over matters of school discipline.

Discretion of Law Enforcement

Nothing in this MOU is intended to limit the discretion of law enforcement. Officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. While the option to use the criminal justice system is available for many incidents, the totality of the circumstances should be taken into consideration and any less punitive alternatives that ensure the safety of the school community should be considered.

Professional Development

The SRO shall participate in professional development programs and classes as agreed on by the Cleveland County

Sheriff or his or her designee and NPS.

Annual Review

These guidelines shall be reviewed periodically to ensure that they remain timely, effective, and fully correlated to an educational environment that is secure while tolerant of students' learning and testing of school and community expectations and boundaries.

TERMS AND CONDITIONS

1. **Term.** This Agreement shall become effective when signed by Supplier's General Manager. The Initial Term of this Agreement shall commence upon the later of the date when this Agreement is signed by Supplier's General Manager or when Goods or Services are first provided to Customer, and expire 12 consecutive months thereafter. This Agreement shall renew automatically for similar successive 12-month terms unless Customer or Supplier serves upon the other written notice of non-renewal at least 90 days, but no more than 120 days, before expiration of the then-current term. The term of this Agreement shall be extended, and Supplier shall not be deemed in breach of this Agreement, in the event, and for the duration, of any interruption of service due to strike, lockout, fire, explosion, lack of product availability, act of God, or other cause beyond Supplier's control.
2. **Cancellation.** Customer may not cancel this Agreement prior to expiration of the then-current term unless there is a material deficiency in the Goods or Services supplied and, in that event, only by first giving Supplier (i) detailed written notice of the claimed deficiency within 10 days of the occurrence of the claimed deficiency, and (ii) a period of 60 days after Supplier's receipt of such notice within which Supplier may cure the claimed deficiency. Any claimed deficiency shall be deemed resolved or waived unless Customer gives written notice to the contrary within 10 days after expiration of said 60-day cure period. Supplier may, at its discretion, cancel this Agreement by written notice to Customer if Customer materially breaches any provision of this Agreement, including, without limit, failing to pay any amount due under this Agreement or refusing Goods or Services.
3. **Payment.** The Unit Price for Goods and Services are as shown on the front of this Agreement. Customer shall pay flat-rate pricing figured on 100% of the inventory of Goods put in service. Customer's weekly payment obligation shall never be less than 50% of the highest average of the weekly charges incurred during any quarter of service under this Agreement as amended or extended. Payment is valid credit card unless otherwise agreed by Supplier. If Supplier extends credit to Customer, payment terms are net 30, L.P.C. of 1.5%, A.P.R. 18%. Supplier may revoke credit privileges at any time for any reason. Route Service Representatives do not accept payments. The Unit Price for any Goods or Services added during any term of this Agreement shall be at the rate in effect for those Goods or Services at the time added. Unit Prices for Goods and Services do not include charges for, and Customer agrees to pay Supplier's invoices which include, sales tax and processing, emblems, Special Order Goods Charge, inventory maintenance, budget protection, environmental, energy, fuel, nonstandard sizing, minimums, or other similar standard recurring charges. The energy and environmental charges are not a tax or charge from any governmental agency.
4. **Rate Adjustments.** Supplier shall have the right once annually to automatically increase the Unit Prices and charges then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months or 5%, whichever is greater. Supplier shall also have the right to increase its then-current Unit Prices by more than the annual price increase at any time by notifying Customer in writing (which may be by an invoice reflecting the price increase). Customer may object to such additional price increase by notifying Supplier in writing within 10 days of the first invoice to reflect the increase. If Supplier receives timely notice of the objection, Supplier may either reverse the price increase or cancel this Agreement upon 90 day written notice of cancellation to Customer. If Supplier does not receive timely notice of the objection, Customer shall be bound by the price increase.
5. **Unreturned or Damaged Goods.** All Goods in stock and/or in service under this Agreement shall remain Supplier's sole property. Customer may return Goods (except Special Order Goods) supplied for persons that Customer no longer employs during the term of this Agreement. Upon expiration or cancellation of this Agreement, Customer shall return all Goods (except Special Order Goods) to Supplier in a good, usable condition (reasonable wear and tear excepted). Customer shall pay Supplier's standard replacement charges then in effect at the time of such expiration or cancellation for all Goods that Customer loses, fails to return, or returns in a damaged condition, i.e., abused, torn, burned, acid-eaten, or stained. Budget protection does not cover Goods that Customer fails to return or returns in a damaged condition in conjunction with cancellation or expiration of this Agreement.
6. **Special Order Goods.** The term "Special Order Goods" means all Goods that are specially manufactured for Customer. Special Order Goods include, but are not limited to, all non-stock Goods and all Goods (including flame-resistant and high visibility garments, mat and cabinets) with: (i) direct embroidery or silk screening; (ii) non-standard style, sizing (e.g., tall or long), color, striping, material, or emblem size and/or placement; and/or (iii) any other non-standard alteration, customization, or personalization (e.g., Customer specific names, emblems logos, or insignias) that makes the Goods not reusable by Supplier. Customer agrees to pay either a Special Order Goods Charge for all Special Order Goods in service under this Agreement or the replacement charge then in effect for any Special Order Goods that are removed from service for any reason (including expiration or cancellation of this Agreement). Budget protection does not cover Special Order Goods.
7. **Remedies.** Customer acknowledges that early cancellation of this Agreement will cause Supplier a loss of revenue and profits in amounts that are difficult to estimate accurately. If this Agreement is cancelled for any reason prior to the end of the then current term (except for cancellation by Supplier under Section 4 of this Agreement), Customer shall pay Supplier 50% of the average weekly recurring charges during the 26 weeks preceding such cancellation (or such lesser number of weeks as have actually elapsed during the term, and if service has not commenced, the anticipated initial weekly charges) times the number of weeks remaining in the balance of the term, plus all replacement charges and all other accrued and unpaid charges, as liquidated damages and not as a penalty. The parties acknowledge that such damages are a reasonable forecast of Supplier's actual losses resulting from early cancellation.
8. **Venue; Applicable Law.** This Agreement shall be governed, interpreted, and enforced according to the laws of the State of Missouri without regard to conflict of laws rules. Customer and Supplier submit to the exclusive jurisdiction of and venue in the Missouri state courts located in the City of St. Louis, Missouri, or the United States District Court for the Eastern District of Missouri for purposes of any suit arising out of or relating to this Agreement. The parties hereby waive trial by jury in any proceeding arising out of or in any way connected to this Agreement. Customer shall pay all attorneys' fees, expert witness fees, and other expenses and costs Supplier incurs in prosecuting or defending any lawsuit arising out of this Agreement or out of Supplier's Goods or Services, or in collecting any amount owed under this Agreement.
9. **Assignment.** This Agreement is binding upon any successors or assigns of the parties, and the respective parties shall so inform any such successor or assign. Supplier may assign this Agreement without the consent of Customer. On such assignment being made, Supplier is relieved from any liability which may thereafter arise.
10. **Disclaimer.** Unless otherwise specified in writing, Supplier does not represent or warrant that any Goods supplied under this Agreement are flame-resistant and/or flame-retardant, adequate for Customer's use or intended use, or, regarding visibility garments, adequately visible or conspicuous. Customer acknowledges that the items rented under this Agreement are not designed or intended for use in areas of flammability risk or where contact with ignition sources or hazardous materials is possible. Customer acknowledges that Supplier makes no representation, warranty or covenant regarding the visibility performance of any reflective Goods and that reflective properties may be reduced or ultimately lost through laundering. Customer agrees that Customer has selected the Goods and is responsible for determining their appropriateness and for the safe and proper use of the Goods. Customer represents and warrants and shall ensure that soiled textiles delivered or returned to Supplier contain no free-flowing liquids or hazardous materials harmful to Supplier's employees, equipment, environment, or other business-related assets. Customer agrees to indemnify, hold harmless, and defend Supplier and Supplier's affiliates and each of their officers, directors, shareholder(s), members, employees, agents, or attorneys from and against any claims, damages, liabilities, costs of remediation, or expenses arising out of or associated with Customer's use of or acts or omissions related to the Goods (including, without limit, defective Goods), any obligations arising under an agreement with a third party, or breach of this Agreement by Customer, including, without limit, any breach of a Customer representation or warranty. **SUPPLIER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** Notwithstanding anything in this Agreement to the contrary, in no event will Supplier or Supplier's affiliates or each of their officers, directors, shareholder(s), members, employees, agents, or attorneys be liable to Customer for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including lost profits, loss of use, business interruption damages or loss of opportunity costs), regardless of the form of action, damage claim, liability, costs expense, or loss, whether in contract, statute, tort, (including but not limited to, negligence and strict liability), or otherwise.
11. **Notice.** The notices required or to be given under this Agreement must be in writing and sent by certified U.S. Mail, return receipt requested.
12. **Miscellaneous.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and oral or written communications or agreements between the parties concerning the subject matter hereof are superseded hereby. This Agreement may not be amended except in writing signed by both Supplier and Customer, provided, however, that any additional Goods or Services which Customer requests orally or in writing as reflected in Supplier's invoices shall be added as additional Goods and Services under this Agreement in the quantity and frequency and at the Unit Prices set forth in such invoice(s). No waiver by Supplier of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Supplier. No failure by Supplier to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. Customer represents and warrants that nothing in this Agreement violates or interferes with Customer's obligations under a contract with any third party.

Customer

Supplier: Clean Uniform Company

By _____
Customer Authorized Signature

By _____
Supplier Authorized Signature

By _____
Supplier General Manager

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date



MIDWEST
bus sales



NPS SERVICE DIAGNOSTIC SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made for 1st of July 2023 through June 30th of 2024 between MIDWEST BUS SALES, INC., 2150 SW 27th Street El Reno OK 73036 (referred to as **MBS**), and Norman Public Schools with address of 131 South Flood Norman OK 73069 (referred to as **NPS**).

1. **MBS**, agrees to provide Diagnostic Link and Cummins Insite Pro Subscript to **NPS** for one year. The yearly subscription MAY be renewed on an annual basis per **NPS** discretion.
2. In Exchange for the subscription **NPS** shall pay **MBS** \$962.50 for Diagnostic link and \$ 700.00 for Cummins Insite Pro. These rates MAY change in the following year but only with a written notification and delivery of notification to **NPS**.
3. It is agreed that either party shall have the right to terminate this agreement at any time with sixty (60) days written notice, delivered by certified mail to the other party.
4. Any communication, or notice, regarding this agreement shall be in writing and addressed as follows

IN WITNESS WHEREOF, the **MBS** and the **NPS** have caused this agreement to be executed the day and year first above written.

MIDWEST BUS SALES, INCE
2150 SW 27TH
PO Box 338
El Reno, OK 73036

Norman Public Schools
131 S Flood Ave
Norman, OK 73069



Representative – Midwest Bus Sales
Date: 5/4/23

Representative – School District
Date: _____



ZONAR HARDWARE AND SERVICES SCHEDULE

This Hardware and Services Schedule ("Schedule") is entered into by Zonar Systems, Inc., a Washington corporation ("Zonar"), and the customer identified below ("Customer") as of _____ ("Schedule Effective Date"). This Schedule is governed by the Zonar Terms and Conditions attached to this Schedule (the "Terms and Conditions"). The parties to this Schedule accept the respective rights and obligations under the Terms and Conditions. Capitalized terms will take their respective meanings as set forth in Section 24 of the Terms and Conditions, unless defined elsewhere in the Agreement.

2. Data Retention:

CSA - EVIR Inspection Data Retention – Rolling Period: 3 Months 12 Months
 GTC - GPS & All Other Data Retention – Rolling Period: 6 Months 12 Months

Zonar Logs and Zonar Coach Data Retention is limited to 6 months, regardless of the check box selections made in this Schedule. B360 data will be available live in the system for 6 months, regardless of the check box selections made in this Schedule. The B360 Service enables older B360 data (time keeping data and dispatch data) to be available longer than 6 months via reports.

3. Customer:

<p>Customer:</p> <p>Name: <u>Norman Public Schools</u></p> <p>Market Segment: <u>Pupil Transport</u></p>	<p>Address: <u>131 S Flood Ave Norman, OK 73069- 5463 USA</u></p> <p>Phone: _____</p> <p>Email: _____</p>
<p>Zonar Systems, Inc. 18200 Cascade Ave. S Seattle, WA 98188</p>	

4. Applicable Addenda:

- DTNA Renewals Addendum
- Leased Hardware Addendum
- Pupil Addendum
- API Access Addendum/Data Share Agreement
- Managed Applications Addenda
 - MyView™ EUAA
 - Zonar Coach™ Addendum
 - B360™ Addendum
- Extended Warranty Addendum
- Refurbished V3/4GC Combo Warranty Addendum
- Thomas Built Bus Dealer Addendum
- No applicable addendum
- Other Addenda (set forth below) _____

5. Applicable Quote:

Sales Order No. SC013352

6. Contract No. _____

The parties have executed this Schedule by their duly authorized representatives and intend it to be effective as of the Schedule Effective Date.

<p>Zonar Systems, Inc.</p> <p>By: _____</p> <p style="margin-left: 20px;">DocuSigned by: <i>Mike King</i> 29A294A7FA66405...</p> <p>Name: <u>Michael C. King</u></p> <p>Title: <u>General Counsel</u></p>	<p>Customer:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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ZONAR TERMS AND CONDITIONS

1. SERVICES. Zonar will provide to Customer the Services specified in the Order and in any mutually accepted Statement of Work (SOW). The Services may include, but are not limited to: (i) service activation, (ii) access to Zonar's web-based portal and associated web-based Software applications, (iii) reasonable support, including email and phone support, (iv) Software upgrades that Zonar makes generally available to its customers, (v) automated alerts and exception reporting (such alerting functions need to be enabled by Customer and not all Services have an alerting function), and (vi) associated wireless network connectivity (where Zonar manages the associated SIM). Zonar will provide Custom Services in accordance with the terms of a mutually agreed upon SOW.

1.1. PERMITTED USES. Zonar Services may only be used by the Customer for Customer's internal business use or shared with a 3rd party via a Zonar approved utilization of Zonar's API Access.

1.2. NON-PERMITTED USES. The following uses are not Permitted Uses, and represent a breach of Customer's contractual obligations under these Terms and Conditions. (a) Using Zonar Services to create software or a service that functions substantially the same as a Zonar Service; (b) Reverse engineering or attempting to extract the source code from a Zonar Service; (c) using a Zonar Service for any activities where the use or failure of the Zonar Service could lead to death, personal injury, or environmental damage; (d) using a Zonar Service for any illegal, unauthorized, or non-permitted purpose; (e) using a Zonar service for any benchmarking purposes; or (f) granting access to a Zonar Service to any third party telematics provider, or any Zonar competitor.

2. CUSTOMER MUST HAVE INTERNET ACCESS. Customer is solely responsible for obtaining and maintaining Internet access to Zonar's web based Software through an Internet service provider in order to access Customer Data hosted by Zonar (transmission of Data from a Customer vehicle to Zonar's data center is part of the Service). Zonar is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by Zonar. Zonar assumes no responsibility for the reliability or performance of any connections as described in this Section.

3. DATA RETENTION. Zonar will have the right to purge all Data following the time periods specified on the attached Schedule. If no Data retention boxes are checked on the Schedule, Zonar will have the right to purge EVIR Inspection Data after 3 months and GPS Data and all other Data after 6 months. Regulations may mandate specific Data retention requirements for EVIR Inspection Data, GPS Data, or other Data, and it is Customer's sole responsibility to understand those requirements, and to export and archive its Data if the Data retention period offered by Zonar is not sufficient. Customer is solely responsible for printing data and inspection reports for vehicles involved in an accident. Zonar is not required to retain Data except as provided in the Agreement.

4. CUSTOMER DATA. As between Zonar and Customer, all rights, title and Intellectual Property Rights in and to the Data is owned exclusively by Customer. Customer grants to Zonar a worldwide, non-exclusive, royalty-free, license to use, distribute, reproduce, publicly perform, publicly display, digitally perform, make, have made, store, maintain and import all Data for the purposes of providing and operating the Services. The license may also be exercised on behalf of Zonar by third parties acting on Zonar's behalf (e.g., technology partners, service providers and independent contractors). To the extent necessary, Customer further grants to Zonar all rights necessary in the Data in order for Zonar to exercise its rights regarding the Aggregated Information as described in Section 8. Customer is solely responsible for its use of Data, controlling its employees/authorized users' access to the Software, Hardware and Services, reviewing inspection reports, and taking appropriate action with respect to vehicles for which inspection reports have been submitted using the Services. The accuracy of Data may be dependent on the accuracy of information provided by individuals using Hardware or Software on Customer's behalf.

4.1. DISCLOSURE OF DATA. Customer authorizes Zonar to disclose Data to (a) the manufacturer of Customer's vehicle; (b) the lessor or owner of the vehicle (where Customer has rented or leased a vehicle from a third party); (c) any maintenance provider/company identified by the Customer; (d) the provider of any Managed Application that Customer chooses to download, install, or use; and/or (e) any third party to whom the Customer authorizes access to such Data via Zonar's API. Customer acknowledges that the foregoing disclosures of Data are part of the Services provided by Zonar under the Agreement.

4.2. PERSONAL INFORMATION. Zonar shall process, use, store, or otherwise access all Personal Information received under the Agreement as Customer's Service Provider. Except as otherwise authorized by law, Zonar may not (i) use, disclose, or process Personal Information for Zonar's own purposes, including but not limited to marketing or commercially exploiting (such as selling, renting, or leasing) Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Services, including retaining, using, or disclosing Personal Information for a commercial purpose other than providing the Services; (iii) retain, use, or disclose Personal Information outside of the direct business relationship between Zonar and Customer; or (iv) "sell" Personal Information, as that term is defined in the CCPA. Zonar certifies that it understands these restrictions, and shall comply with them. Zonar shall promptly comply with Customer's reasonable written instructions regarding any individual privacy rights requests made pursuant to the CCPA.

4.3 PRIVACY. Customer has partnered with Zonar to collect and process certain vehicle information relating to Customer's vehicles. In providing the Services, Zonar accesses this data from the United States. Details of Zonar's privacy policies can be found at the following locations.

<https://www.zonarsystems.com/privacy/>

5. SOFTWARE LICENSE. Subject to Customer's timely payment of all applicable fees and expenses, and compliance with the terms of the Agreement and, if applicable, any Third Party Terms, Zonar grants to Customer during the Term a limited, non-transferable, non-sublicensable, revocable license to access and use the Software (including hosted Software, device applications and device firmware) solely in connection with Customer's use of the Services and solely for Customer's internal business purposes. Customer is responsible for ensuring that only authorized Customer personnel have access to Zonar's web-based services. Customer acknowledges

that the Software is of United States origin, is provided subject to the U.S. Export Administration to any intellectual property relating to the Zonar Offerings and/or Third Party Offerings and will not (a) modify or create derivative works from any Software, (b) merge or otherwise combine any Software with other software not expressly approved in writing by Zonar, (c) copy, reproduce, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or algorithms of any Software, or (d) permit the Software to be used for, any purposes prohibited by law. Zonar Offerings may be subject to the export control laws of the applicable territory, and Customer will comply with such export control laws. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable.

6. PURCHASED HARDWARE. Zonar or its designee will ship all Purchased Hardware to Customer under the Agreement FOB origin, such that title transfers to Customer when such Purchased Hardware is made available to Customer at Zonar's premises. Without affecting the transfer of title, Zonar will, if specified in the Order under shipping charges, arrange for insured shipment of Purchased Hardware to Customer via a common carrier of Zonar's choosing, and will reasonably assist Customer with any claims against such a carrier for lost or damaged shipments. Unless Customer has purchased Hardware installation Services from Zonar or its designee under the Order or SOW, Customer shall be solely responsible for the proper installation of all such Purchased Hardware. In the event that Zonar has provided Customer any promotional Hardware (where title transfers to Customer but Zonar waived the normal purchase price of the Hardware under a promotional offering), and Customer terminates this Agreement for any reason before the end of the Initial Term, Customer shall be obligated to return such promotional Hardware to Zonar at Customer's expense. Zonar will bill Customer the then current list price for any promotional Hardware that is not returned to Zonar within 30 days of termination.

7. LEASED HARDWARE. If a Quote or Order identifies Hardware as "leased" or "bundled", or if the Order does not identify a specific purchase price for any Hardware included in the Quote, such Hardware will be considered Leased Hardware. Customer will use the Leased Hardware only with the Services, in accordance with specifications applicable to such Hardware and all applicable laws. The terms of the **Leased Hardware Addendum** shall apply to all Leased Hardware.

8. INTELLECTUAL PROPERTY. Zonar retains all right, title and interest and all related Intellectual Property Rights in and to the Zonar Offerings and Aggregated Information, including any enhancements, updates, modifications, or derivative works, whether made by Zonar, Customer or any third party. Except as expressly provided in the Agreement, the rights granted to Customer do not convey any other rights in the Zonar Offerings, or any ownership in the Zonar Offerings. Under no circumstances will Customer sell or transfer any Zonar Offerings, reconstruct or repair such Zonar Offerings, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other intellectual property embodied therein. Zonar service marks, logos and product and service names are marks of Zonar (the "Zonar Marks"). Customer agrees not to display or use the Zonar Marks in any manner without Zonar's express prior written permission.

9. ZONAR API. Zonar may make available Zonar API to Customer at Zonar's discretion. Any access to or use of Zonar API by Customer, including any third party authorized by Customer, shall be subject to the terms of **Zonar API Addendum**.

10. BETA HARDWARE AND/OR SERVICES. Zonar may provide Customer with access to certain Beta Hardware and/or Services throughout the Term. At its sole discretion, Zonar may choose not to generally release such Beta Hardware and/or Services, choose to change Beta Services, and/or choose to discontinue or suspend the Beta Services at any time, with or without notice. Customer must immediately cease using Beta Hardware and/or Services upon Zonar's request. Beta Hardware and/or Services may contain defects and bugs that may cause system or other failure and data loss. Zonar will identify such Beta Hardware and/or Services to Customer as Beta Hardware, Test Hardware, Prototype Hardware, Beta Services, Test Services, and/or Prototype Services to distinguish such products and services from Zonar's commercially released Hardware and Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ZONAR MAKES AVAILABLE BETA SERVICES "AS IS", WITHOUT ANY WARRANTY, GUARANTEE, SUPPORT, OR INDEMNIFICATION, AND ZONAR SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO BETA SERVICES.

11. CONSENTS AND AUTHORIZATION. Customer is solely and individually responsible for obtaining all driver, operator, and other end user consents and authorizations that may be legally required, necessary, or appropriate with respect to the provision of the Services. Customer shall indemnify, defend, and hold harmless Zonar for any breach of this Section 11.

12. APPLICATIONS.

12.1. MANAGED APPLICATIONS. Zonar may offer third party applications that are integrated with the Zonar Offerings, identified on an Order, and for which Zonar directly invoices Customer (the "Managed Applications"). Zonar may change the availability of these Managed Applications at its sole discretion, and Zonar reserves the right to suspend or terminate the provision or use of any Managed Application (including the removal of any Managed Application from Zonar-sourced tablets) at any time without entitling Customer to any refund, credit or other compensation, other than the termination of ongoing billing for the terminated Managed Application. Use of Managed Applications may require the purchase of a Monthly Data Plan as further described in Section 21. If Zonar is providing Customer with access to Managed Applications as specified in the Order, Customer's use of the Managed Applications is governed by the additional terms contained in the **Managed Applications Addendum**.

12.2. INDEPENDENT THIRD PARTY APPLICATIONS. Customer may use certain third party applications, products, or services with the Zonar Offerings (collectively, "Third Party Apps"). Any purchase, installation or enablement of, subscription to, or use by Customer of Third Party Apps, as well as any exchange of data between Customer and any Third Party App provider, is solely between Customer and the applicable third party. Any Third Party App terms and conditions are controlled solely by the Third Party App provider and Zonar has no control over Third Party Apps or their providers, and, Zonar does not warrant or support, and has no responsibility for, Third Party Apps and/or any other non-Zonar products or services. It is Customer's responsibility to review and comply with all relevant terms governing the use of Third Party Apps (the "Third Party Terms"). Use of Third Party Apps may require the purchase of a Monthly Data Plan as further described in Section 21.



ZONAR TERMS AND CONDITIONS

- 12.3. CUMMINS CONNECTED DIAGNOSTICS.** If Customer subscribes to Cummins Connected Diagnostic services ("CCD"), Customer is obligated to register separately with Cummins Inc. ("Cummins") in order to activate and use CCD. Customer is solely responsible for contacting Cummins to complete registration. Customer acknowledges that Zonar provides only a data stream to Cummins to enable CCD, and Customer hereby authorizes Zonar to share with Cummins the Data as required for CCD. Any vehicle service recommendations and other CCD services are provided by Cummins and other third parties, independent of Zonar. Zonar has no responsibility for or control over CCD, and Zonar shall have no liability whatsoever with respect to Customer's use of CCD or failure to properly register with Cummins.
- 13. TERM/TERMINATION.**
- 13.1. TERM.** Unless otherwise set forth in the Order, The initial term for each Order shall be a period of one (1) year(s) following commencement of Service billing, as defined in Section 13.1.1 ("Initial Term"). The Initial Term shall renew for additional one-year periods unless a party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Term. Zonar may modify the fees and charges associated with any Renewal Term by providing Customer with written notice at least thirty (30) days prior to the conclusion of the then-current Term. Customer will have thirty (30) days after receiving such notice to terminate the Agreement.
- 13.1.1 SERVICE BILLING.** Unless specified otherwise in the Order, Service billing will commence as follows: (a) for Hardware that is shipped to Customer by Zonar or its designees on or before the 15th day of a month, Service billing will commence on the first of the month following Hardware shipment; (b) for Hardware that is shipped to Customer by Zonar or its designees after the 15th day of a month, Service billing will commence on the 15th day of the following month, following Hardware shipment; (c) for Hardware that is currently in Customer's possession or control, Service billing shall commence on the 1st day of the month following the Schedule Effective Date (or the Order date, as applicable); and/or (d) for additional Services ordered after the Schedule Effective Date of this Agreement and for which additional Hardware or Hardware activation is not required, including Managed Applications, Service billing shall commence on the 1st day of the month following the Order date. If, for any reason, the billing for Services is deferred beyond the above defined commencement date, the Service billing commencement date will be the date of the first invoice for Service that the Customer pays in full.
- 13.1.2 DTNA RENEWALS.** The Term associated with any Customer's renewal of Virtual Technician or Visibility Services under the Agreement is set forth in the **DTNA Renewals Addendum**.
- 13.2. TERMINATION.** If Customer attempts to terminate early, fails to make any payment when due, or otherwise violates any term or condition of the Agreement, Zonar may terminate the Agreement if Customer does not cure such breach within fifteen (15) days after written notice. Upon termination of the Agreement, all Fees and other amounts due under the Agreement, including Fees incurred and unpaid as of the date of termination of this Agreement and all Fees related to any unexpired portions of the Term, will accelerate and become immediately due and payable, and Customer shall be responsible for interest and costs/expenses of collection. Zonar may terminate the Agreement immediately, upon written notice to Customer if Customer breaches the terms of Sections 5 (Software License), 8 (Intellectual Property) or 19 (Confidentiality).
- 13.3. EFFECT OF TERMINATION.** Upon termination or expiration of the Agreement, Customer will immediately cease use of the Software, Services, Data (unless Customer has purchased continuing Data retention services as specified in the Order) and any Zonar Confidential Information. The provisions in the following sections, and any other right or obligation of the parties in the Agreement that, by its nature, should survive expiration or termination of the Agreement, will survive any expiration or termination of the Agreement: 3, 5, 8, 11, 14.2, 15, 16, 17, 18, 19, 20 and 21. Additionally, Customer will pay all unpaid and outstanding fees through the effective date of termination or expiration of the Agreement.
- 14. FEES, PAYMENT TERMS, TAXES.**
- 14.1. FEES.** Customer is responsible for all Hardware and Service costs, fees, and charges identified in the applicable Quote, Sales Order, Statement of Work, or other written agreement (collectively, "Fees"). In addition to the foregoing, Zonar reserves the right to assess a fee for any vehicle, Hardware, and/or Services transferred to a different Zonar Customer account ("Transfer Fee"), and a fee for any SIM-enabled Hardware activated for Customer, including Hardware that is reactivated following deactivation ("Activation Fee"). Customer will be invoiced applicable Transfer Fees and Activation Fees. Services Fees are fixed for the duration of the Term. In the event Zonar intends to increase Service Fees in a Renewal Term, Zonar must provide the notice required in Section 13.1. Hardware Fees (due to the fluctuating prices of electronic components) will be quoted as needed. Pricing for subsequent Hardware orders will be based on current market pricing.
- 14.2. PAYMENT TERMS.** Customer will pay (in U.S. dollars) all invoices issued under the Agreement by wire transfer to Zonar's designated bank, by check, or by any other method acceptable to Zonar within thirty (30) days from the date of Zonar's invoice. Payments are not subject to set off or reduction. Any amounts not paid when due will bear interest at the rate of one percent (1.0%) per month, or the maximum legal rate if less, and Customer will be responsible for all costs and expenses, including attorneys' fees, incurred by Zonar in connection with the collection of any delinquent amounts. Zonar will be entitled to withhold performance and suspend the Zonar Offerings and Third Party Offerings until all amounts due are paid in full. Zonar reserves the right to require Customer to pre-pay for Services or provide automated electronic payment information (credit card or EFT).
- 14.3. TAXES.** All payments to Zonar exclude taxes unless specifically stated. Customer is responsible for payment of all applicable taxes, including sales tax, use tax, and property tax on Hardware, excepting taxes on Zonar's income or Zonar's employment taxes, however designated or incurred in connection with the transactions under the Agreement, and agrees to reimburse Zonar for any taxes paid on their behalf.
- 15. WARRANTY.**
- 15.1. LIMITED SERVICES WARRANTY.** Zonar warrants that any installation Services and Custom Services provided under this Agreement shall be performed in a professional fashion by personnel with appropriate skill and expertise. Zonar warrants the workmanship of any installation Services for a period of ninety (90) days following completion of installation.
- 15.2. LIMITED HARDWARE WARRANTY FOR PURCHASED HARDWARE.** Zonar warrants that the Purchased Hardware will be free from all material defects in workmanship under normal use and service. Zonar's warranty period for such serialized Hardware (V series GPS units, ZTRAK GPS units, EVIR 2010 handheld's, Zonar-branded tablets, Z PASS readers) is as follows: (a) V4 and V3 Series HD GPS product line – 3 Years; (b) all other serialized Hardware (including 2010 handheld devices and Zonar-branded tablets) – 1 Year; and (c) all third-party Hardware – the applicable manufacturer's warranty (if any). The warranty period runs from the date of shipment, and any replacement hardware provided under warranty will be covered under warranty for the remainder of the warranty term based on the shipment date for the original equipment. Provided that such Hardware is used and handled as intended and in accordance with the Agreement, and that Customer provides Zonar with notice within the applicable warranty coverage period, as Customer's sole and exclusive remedy, Zonar will replace any failed or functionally impaired Hardware with equivalent Hardware in terms of performance and functionality. This warranty does not apply to any Hardware that has been misused, altered, willfully abused or that has been subject to water or other environmental damage or that has been damaged due to improper installation by Customer or its agents. Hardware installations must follow Zonar's equipment-specific installation guidelines to qualify for the foregoing warranty. If Hardware is determined by Zonar to be damaged due to any of the aforementioned causes, or if Hardware is otherwise deemed ineligible for Warranty coverage, Customer will be charged the price of a replacement unit plus shipping and handling, and restocking fees. Customer is solely responsible for the deinstallation and return of Hardware and the proper installation of any replacement Hardware. Return of any Hardware requires a Return Material Authorization ("RMA") number. All RMAs must be pre-authorized by Zonar Customer Care at: E-mail: Customercare@zonarsystems.com. Phone: 1(877) THE-EVIR. Ancillary hardware such as mounts, brackets, and cables are excluded from the above warranty.
- 15.3. WARRANTY DISCLAIMER.** THE LIMITED WARRANTIES IN THIS SECTION 15 ARE MADE PERSONALLY TO CUSTOMER IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF DATA, AND ZONAR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ZONAR OFFERINGS OR THE THIRD PARTY OFFERINGS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; OR (C) ANY WARRANTY THAT THE ZONAR OFFERINGS OR THE THIRD PARTY OFFERINGS WILL BE SECURE OR ERROR-FREE, WILL MEET CUSTOMER'S REQUIREMENTS, WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY OR SECURE, OR OPERATE WITHOUT ERROR.
- 16. HOLD HARMLESS AND INJUNCTIVE RELIEF.** To the extent allowed by law, Customer shall hold Zonar harmless from and against any claim, cost, or expense (collectively, "Claims") asserted or initiated by a third party arising out of or relating to Customer's use of the Data provided by the Service for employment decisions. For copying or unauthorized use of the software and Services, or other violations of the terms of the Agreement, Zonar may seek and obtain injunctive relief for such breaches or threatened breaches, in addition to, and not in limitation of other legal remedies.
- 17. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS APPLICABLE TO CONFIDENTIAL INFORMATION, CUSTOMER'S INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ZONAR'S INTELLECTUAL PROPERTY RIGHTS, AND ANY INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, OR INVESTMENTS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT, USE OF THE ZONAR OFFERINGS OR THE HARDWARE, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THE AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. ZONAR'S AGGREGATE LIABILITY UNDER THE AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER UNDER THE AGREEMENT IN THE PRIOR TWELVE (12) MONTHS, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER ZONAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 18. OTHER LIMITATIONS.** Zonar's licensors and suppliers will have no liability of any kind under the Agreement and Customer will not be a third party beneficiary under agreements between Zonar and its licensors/suppliers. Customer is solely responsible for instructing individuals in the proper use of equipment, execution of inspections and delivery of legally acceptable electronic signatures in compliance with US law regarding commercial vehicle inspection and repair records, if applicable. Zonar will have no liability for any nonperformance/delay caused by any event reasonably beyond its control, including, but not limited to labor disputes, natural disasters and other acts of God, and war. Zonar may update and change the features and functionality of the Zonar Offerings from time to time, with or without notice, so long as such changes do not materially diminish the function or features of the applicable Zonar Offering.
- 19. CONFIDENTIALITY.** To the extent allowed by law, each Party shall retain in confidence all information received from the other Party that the disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as such ("Confidential Information"), except that Zonar may disclose Customer's Confidential Information (where such data is collected from a Customer vehicle/asset) to (a) the manufacturer of Customer's vehicle or engine; (b) the lessor or owner of the vehicle (where Customer has leased vehicle from a third party) or any maintenance provider/company identified by the Customer; (c) the provider of any Third Party App that Customer chooses to download, install, or use; and/or (d) any third party to whom the Customer authorizes access to such data via Zonar's API, for the purpose of providing Customer products or services including data analysis. In no event shall either Party employ less than a reasonable degree of care in



ZONAR TERMS AND CONDITIONS

protecting the Confidential Information, which includes, but shall not be limited to: the terms of this Agreement, pricing, business plans, customer lists, operational and technical data and product plans. Customer shall not share or provide access to Zonar's web based software or device firmware with any competitor of Zonar. The receiving Party's obligations under this Section shall extend for two (2) years following the disclosure of the Confidential Information. For avoidance of doubt, all of Zonar's self-help guides accessible only via Zonar's password protected Customer facing/restricted web portal are Zonar's proprietary and Confidential Information, and Customer has a license to use such materials only for its internal business purposes and only during the Term of this Agreement.

20. WIRELESS DATA POLICIES. Customer has no contractual relationship with a wireless carrier and is not a third party beneficiary of any agreement between Zonar and a wireless carrier, nor does the underlying wireless carrier have any legal, equitable or other liability to Customer. Subject to FCC number portability rules, Customer has no property or other rights in any number assigned to it and any such number can be changed. Zonar and/or wireless carrier will not be responsible for interruption of service for any reason or the inability to use the service caused by Force Majeure. The liability and obligation of Zonar to Customer for services may be controlled and limited by a wireless carrier's tariff, if any, and the laws, rules and regulations of the FCC and other United States or foreign governmental authorities and in no event will Zonar and/or wireless carrier be liable for the failure or incompatibility of any equipment utilized by Customer (and not provided by Zonar).

21. ADDITIONAL DATA COSTS. The download and/or use of any web browsing or Third Party App service on Hardware with a Zonar-controlled SIM requires the purchase of a Monthly Data Plan. Customer must use all Monthly Data Plan data allowances, in the billing period in which the allowance is provided, and unused data allowances will not roll over to subsequent billing periods. Zonar reserves the right to modify or change these Monthly Data Plans and fees at its discretion, which changes will be reflected in a Supplemental Order and will impact only Services subscribed to or renewed after the effective date of such changes (i.e., rate changes for existing Services a Customer has ordered will not occur during the Initial Term, but may be increased with notice by Zonar in a Renewal Term).

22. MISCELLANEOUS. If there is any conflict or inconsistency between these Terms and Conditions, an Addendum, an Order, and a SOW, such conflict or inconsistency will be resolved by giving precedence: (a) first, to an Addendum, (b) second, to the Terms and Conditions, including its exhibits, (c) third, to an order (unless an Order expressly states that it overrides the Terms and (d) fourth, to a SOW (unless a SOW expressly states that it overrides the Terms and Conditions). For purposes of the Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) words denoting the singular have a comparable meaning when used in the plural, and vice-versa. The failure of either party to exercise in any respect any right provided for in the Agreement will not be deemed a waiver of any provision of the Agreement or of any subsequent breach of the same and no waiver of any provision of the Agreement will be effective unless made in writing. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. The Agreement is governed by the laws of the State of Oklahoma, and, in the event of any controversy or claim arising out of or relating to the Agreement or the breach or interpretation thereof, the parties must submit to the exclusive jurisdiction of and venue in the Superior Court of Cleveland County, Oklahoma and/or their respective appellate courts. Electronic or scanned signatures will be deemed originals. By executing the Agreement, Customer authorizes Zonar and/or its affiliates to request and obtain credit reports and/or bank and trade references ("Credit Reports"). Customer may request, and Zonar will provide, information regarding any Credit Reports obtained pursuant to this Section.

23. ENTIRE AGREEMENT. These Terms and Conditions, including all addenda, attachments, exhibits, and documents incorporated by reference herein constitute the entire agreement between the parties regarding the Zonar Offerings. All Orders during the term of this Agreement shall be subject to these terms and conditions of this Agreement, and any terms or conditions appearing on the face or reverse side of any Customer purchase order, acknowledgment, or confirmation that are different from or in addition to those required hereunder shall not be binding on the parties, even if signed and returned, unless both parties agree in a separate writing to be bound by such different or additional terms and conditions.

24. DEFINITIONS:

- 24.1. "Aggregated Information"** means data and information related to Customer's use of the Zonar Offerings that is used by Zonar in an aggregated and anonymized manner.
- 24.2. "Agreement"** means the Order, any confirmatory sales order issued under the Order, these Terms and Conditions, any Statement(s) of Work, the terms and conditions, end user license agreements, and click-through terms applicable to Zonar Software and subscription Services made available by Zonar, and all addenda and exhibits attached to these Terms and Conditions, all of which together form a single agreement.
- 24.3. "CCPA"** means the California Consumer Privacy Act of 2018.
- 24.4. "Custom Services"** means any non-standard services that Zonar provides to Customer under this Agreement, including custom report building and/or delivery services,

integration services, bulk data export services, enhanced customer support, custom training, managed warranty services, custom professional and consulting services, and/or any other add-on services as further set forth in the applicable SOW or Order.

- 24.5. "Data"** means any and all files, information, data or other content generated by Customer that is collected, transmitted, or stored in Zonar's systems and made available to Customer through Zonar's web portal, Zonar API, or such other standard Customer interfaces as Zonar may provide in connection with its delivery of the Services. Data may include one or more of EVIR Inspection Data, GPS Data, Z PASS Data (student bus ridership data), and/or Zonar Logs Data (hours of service/driver log data). Data does not include information that Zonar collects for relationship management purposes, such as contact, billing, customer relationship management, service delivery, performance measuring, or compliance monitoring or Aggregated Information. Not all Customers purchase all available Services and thus not all Customers receive all of the above noted types of Data. Services provided to specific Customers are defined in a Quote and confirmed in a Sales Order.
- 24.6. "EVIR Inspection Data"** means inspection Data related to or derived from Customer's use of Zonar's verified inspection service ("EVIR").
- 24.7. "GPS Data"** means global positioning system coordinates and/or other location Data related to or derived from Customer's use of the Zonar Offerings.
- 24.8. "Hardware"** means Leased Hardware, Purchased Hardware, or other equipment and physical products provided to Customer under the Agreement.
- 24.9. "Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 24.10. "Leased Hardware"** means any equipment provided to Customer by Zonar, a Zonar authorized reseller, or a Zonar authorized agent to which Zonar retains title and ownership rights, and leases to Customer for use under the Agreement.
- 24.11. "Order"** means the Schedule to which these Terms and Conditions are attached, the initial Order, and any Supplemental Order. Orders may be described in Quotes or sales orders that are incorporated into or otherwise made subject to this Agreement.
- 24.12. "Purchased Hardware"** means any equipment sold by Zonar to Customer under the Agreement.
- 24.13. "Personal Information"** means any information relating, directly or indirectly, to an identified or identifiable natural person or household.
- 24.14. "Quote"** means any Zonar sales quote that describes the Zonar Offerings to be provided to Customer under this Agreement.
- 24.15. "Services"** means the services that Zonar and its authorized resellers and/or authorized agents provide to Customer under the Agreement, including Custom Services, installation services, automated data collection from enrolled vehicles (such data includes one or more of the following: Data, time card data, inspection data, location data, diagnostic data, idle data, and/or driver behavior data); automated data transmission to a secured hosted data center; monthly storage of collected data; Zonar API; customer support for Hardware and data transmission issues; data aggregation and anonymization services; services identified on a SOW; and such other services as Zonar may make available from time-to-time. Not all Customers purchase all available Services. Services provided to specific Customers are defined in a Quote and confirmed in a Sales Order.
- 24.16. "Service Provider"** has the meaning defined in the CCPA.
- 24.17. "Software"** means any Zonar sourced computer software and associated documentation made available to Customer under the Agreement, including any software and/or firmware loaded on, included with or otherwise provided for use with Hardware.
- 24.18. "Statement of Work" or "SOW"** means any written statement of work signed by both parties for the provision of Services by Zonar.
- 24.19. "Supplemental Order"** means an Order entered into between Zonar and Customer after the initial Order with additional or different terms.
- 24.20. "Third Party Offerings"** means any third party applications, software, or services used in connection with, or offered as part of, the Services.
- 24.21. "Zonar API"** means any application programming interface(s) made available by Zonar.
- 24.22. "Zonar Offerings"** means the Software, Services, and Hardware that Zonar, a Zonar authorized reseller, or a Zonar authorized agent makes available to Customer for lease, purchase, license or use under the Agreement.
- 24.23. "Beta Services"** means all services designates as per – release, preview, non-generally released, and /or beta services made available by Zonar under Agreement. Beta Services may include entirely new or additional Services, as well as new or additional functionality incorporated into existing Services.

PUPIL ADDENDUM

1. NAPT GRANT RECIPIENTS. If Customer receives Hardware from Zonar for no separate Hardware fee (i.e., the cost of the Hardware is covered by the award of a National Association for Pupil Transportation (“NAPT”) grant or by the Service fee), then in the event of any early termination, Customer will be required to return all Zonar-furnished Hardware.

2. SPECIFIC TERMS APPLICABLE TO RFID, STUDENT BUS RIDERSHIP, AND STUDENT TRANSPORTATION SERVICES. Customer will solely manage the disbursement of RFID cards to their students, and Customer is solely responsible for obtaining all consents and authorizations legally necessary or appropriate for the provision of Services. Other than student name and RFID card number, Customer will not upload any personally identifiable information related to its students, such as social security numbers, home addresses, parent names, or telephone numbers, into Zonar’s end user interface. Such information is not required for the deployment or operation of Z PASS, Z PASS+, Verify™ or such other Services that require the use of RFID, and such information should reside in only the Customer’s student information system.

3. SCHOOL DISTRICT ACKNOWLEDGMENT & PERMISSION FOR STUDENT BUS RIDERSHIP TRACKING.

a. If Customer is a public school district in the United States (“District”) and has subscribed to Z PASS, Z PASS+, Verify™, MyView™, or other student ridership services, then District acknowledges and agrees to the following: (a) District is subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records (“FERPA”); (b) District collects, uses, maintains, and discloses student education records, including school bus usage and location data (“FERPA Data”) in accordance with FERPA;

b. District has outsourced certain services/functions with regard to FERPA Data that would otherwise be performed by District personnel to Zonar, including collecting FERPA Data regarding school bus usage data, school bus location data, and student ridership data, and disclosing that FERPA Data to a student’s parent or guardian upon request (collectively, the “Bus Ridership Services”), and (d) Zonar’s Privacy Policy is consistent with the District’s own policies for protection of FERPA Data.

c. Zonar acknowledges and agrees to the following: (a) Zonar is acting as a contractor to the District in performing the function, either directly, under the terms of a contract between the District and Zonar, or indirectly, through another District contractor such as a school bus contractor; (b) Zonar’s maintenance, use, and disclosure of FERPA Data which it collects or has access to is performed in accordance with Zonar’s Privacy Policy. (c) Zonar uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such individuals include that student, that student’s parent/guardian, and the District (collectively, “Permitted Recipients”) have access to that student’s FERPA Data in Zonar’s possession or control.

d. Zonar uses reasonable methods to ensure that no third parties, with the limited exception of third parties expressly authorized by a student’s parent/guardian (each an “Authorized Third-Party Recipient”), have access to that student’s FERPA Data in Zonar’s possession or control. District hereby grants Zonar express permission, in accordance with the above, to collect, access, use, and disclose to Permitted Recipients and Authorized Third-Party Recipients, the FERPA Data described above.



SERVICE QUOTE

Service Quote Number:
SC013352

18200 Cascade Ave S
Seattle, WA 98188

Service Quote Date:
04/21/23

Voice: 206.878.2459
Fax: 206.878.3082

Page:
1

Sold To:
Norman Public Schools Attn: Accounts Payable 131 S Flood Ave Norman, OK 73069-5463 USA

Ship To:
Norman Public Schools Attn: Mike Tauscher 131 S Flood Ave Norman, OK 73069-5463 USA

Customer ID	Customer P.O.	Payment Terms
NOR9181	NOR9181	Net 30 Days
SalesPerson	Shipping Method	Due Date
Michael A Kilian	UPS	07/31/23

Order Qty	Item	Description	Unit Price	Extension
101	GPS066-S	Zonar Essentials <i>Service From: 07/01/23 to 06/30/24</i>	234.84	23,718.84

Subtotal:	23,718.84
Total Sales Tax:	0.00
Invoice Discount:	0.00
Total:	23,718.84

Norman Public Schools

425 12th Avenue N.E.

Norman, OK 73071

CONTRACT FOR DRUG AND ALCOHOL TESTING FOR THE 2023 - 2024 SCHOOL YEAR;

We are submitting the following contract outlining the services that will be provided by The Compliance Resource Group, Inc., a third-party administration company with over twenty plus years experience in drug and alcohol testing compliance.

- Policy consulting to help meet state and federal requirements for Department of Transportation Drugs of Abuse and Alcohol testing requirements.
- Drug testing by SAMSHA certified laboratories.
- Confidential test reporting services.
- Certified Medical Review Officer Services.
- Computer generated selection program.
- Local fixed site chain-of-custody drugs of abuse collection services included up to a \$30.00 limit per collection.
- Test file, MIS data reports and chain-of-custody file maintenance.
- Company test result summary reports
- Consulting services to maintain compliance.
- Confidential employee prescription verification program.

All random routine negative alcohol and drug screen testing as required by 49 CFR 382 and 40 included in the quarterly billing of \$20.00 per covered employee per quarter. \$60.00 minimum billing per quarter for organizations with less than three drivers.

All other drug testing pre-employment, reasonable cause, return-to-duty, post-accident, and follow-up are billed when/if the testing is required. The test price is \$60.00 per test for the panel required by the Department of Transportation.

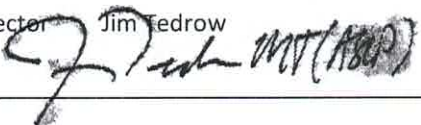
GC/MS confirmations and MRO/donor contact mandated by the DOT on positive drug screen results are included at no charge. D&L Isomer testing for positive methamphetamine if donor claims specific medication use is billed @\$65.00.

Alcohol testing during normal business hours will be \$40.00. Alcohol confirmation in all cases is \$25.00 per test.

If the above is satisfactory this agreement will be effective: **JULY 1, 2023 thru June 30, 2024.**

Pricing subject to change only if the DOT requirements change increasing costs. Thirty-day notice would be given.

Please sign and date below and return one copy of this agreement.

 CRG Director Jim Tedrow


 4/7/23

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 18 day of April, 2023, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

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(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
--------------------------------------	-----------------

Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident 130 (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

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this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

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19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: <i>Allen White</i>
Title: _____	By: Allen white
Address: _____	Title: Finance Manager
_____	Address: 433 E Memorial
_____	Address: Oklahoma City, OK 73114

Date Signed: _____, _____	Date Signed: April 18, 2023

Initials: EFM *AW* Customer _____



Norman Public Schools Service Diagnostic Subscription Agreement

This agreement made and entered into this 1st day of July 2023 thru June 2024 by and between

Holt Truck Center of Oklahoma, 1735 W Reno Oklahoma City, Oklahoma & Norman Public Schools located 131 South Flood Norman, Oklahoma 73069.

1. Holt agrees to provide Navistar Engine Diagnostics and Diamond Logic Builder subscriptions for 1 year. The subscription renews on an annual basis.
2. In exchange for the subscription NPS shall pay \$770.00 for each subscription. These rates MAY change in the following year but only with a written notification and delivery of notification to NPS.
3. It is agreed that either party shall have the right to terminate this agreement at any time with sixty [60] days of written notice. Also outlined on section 11 of the Navistar License Agreement.
4. Any communication, OR notice, regarding this agreement shall be in writing and addressed as follows.

IN WITNESS WHEREOF, the Holt and the NPS have caused this agreement to be executed the day and year first above written.

Holt Truck Centers of Oklahoma
1735 W Reno
Oklahoma City, Oklahoma 73106

Norman Public Schools
131 S Flood Ave
Norman, Oklahoma 73069

Signature BN Date 4-5-23 Signature _____ Date _____
Representative-Holt Truck Centers Representative-Norman Schools

Navistar Engine Diagnostics is licensed under the following agreement and the following agreement only.

NAVISTAR ENGINE DIAGNOSTICS SOFTWARE LICENSE AGREEMENT

READ THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE OPENING THE SOFTWARE MEDIA PACKAGE. BY OPENING THE SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND.

THIS AGREEMENT is made between Navistar, Inc., a Delaware corporation, U.S.A., having its principal office at 2701 Navistar Drive, Lisle, Illinois 60532 (hereinafter "Navistar") and you, the purchaser(hereinafter "Customer")of the Navistar Engine Diagnostics Software (hereinafter "Software").

WHEREAS, Navistar is an original equipment manufacturer for light, medium and heavy duty trucks, buses, specialty trailers, specialty vehicle chassis and engines, with the make International® (hereafter "International").

WHEREAS, Navistar has developed the Software to be used in connection with the servicing of International trucks and engines;

WHEREAS, Customer is desirous of obtaining the Software at its various business location(s) in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. GRANT OF LICENSE:

Navistar hereby grants to Customer a nonexclusive and nontransferable license to use, subject to the terms and conditions herein, an object code form of the Software only for Customer's internal use for which the corresponding fee has been paid on computer system on which the Software is to be run. The Software and documentation shall remain the property of Navistar and no rights or licenses are granted other than as set forth herein. The Software shall be used by Customer only in connection with the servicing of International trucks, International or Navistar endorsed products or parts. Customer agrees that it will not modify the Software or documentation or sublicense or distribute copies (except as permitted herein) of the Software or documentation therefor to any third party in any form or media. Customer further agrees that it will not reverse engineer, disassemble or decompile

or otherwise attempt to derive the source code for the Software or create derivative works of the Software including translated or localized versions thereof. Customer hereby acknowledges Navistar's or its licensor's copyrights in the Software and documentation regardless of whether a copyright notice appears on the Software or documentation or whether a registration thereof has been filed with the Copyright Office of the United States.

2. TAXES:

Customer agrees to pay all taxes, except income taxes, however designated, or amounts levied in lieu thereof, based on or measured by the fees set forth in this Agreement or on this Agreement, or services furnished under this Agreement, or the use thereof, which may be imposed under the authority of any Country, federal, state, or local taxing jurisdiction, including any attachment tax, license, permit, or fee.

3. TRAINING:

Training for the Software is typically provided with purchase of the training. The Customer may perform a self-guided computer web-based training course provided by Navistar to become familiar with the diagnostic and vehicle feature capabilities of the Software. In the event of a major revision of the Software, Navistar may require additional training, at Customer's expense, to ensure proper operation of the Software by Customer.

4. SUPPORT:

Except as provided herein no support for the Software will be provided to Customer under this Agreement. Customer agrees that in the event that it finds errors or experiences problems in operating the Software it shall immediately report such errors or problems to Navistar. Navistar shall exert reasonable efforts to correct such errors or problems. In the event that the Customer, or any third party acting for the Customer, without the written approval of Navistar modifies the Software, all the Software warranties are void. If such modifications are determined to be the cause of a failure of the Software, Customer agrees to pay Navistar for the time expended by the Navistar support group on such failure at Navistar's then current industry standard rates for the supporting roles activities. If Customer requests that Navistar correct or repair such failure caused by Customer modifications, Navistar may attempt to do so at Customer's expense including travel expenses if on-site assistance is required.

5. BACK-UPS:

Customer agrees to exercise due diligence in maintaining safeguards to protect and backup the Software and data relating thereto. Navistar will under no circumstances be responsible for backing up Customer data.

6. CONFIDENTIALITY OF SOFTWARE, DOCUMENTATION AND DATA:

Customer acknowledges that the Software, documentation therefor and data supplied by Navistar constitutes Navistar's trade secrets, and Customer agrees that it will hold such information in confidence, will in no way discuss or otherwise make available such information to any third parties, including Navistar's competitors, and will use such information only in accordance with the provisions of this Agreement. Customer agrees that access to such information will be given only to employees who have a need to know such information, and these employees will be informed of the confidential nature thereof and will be required to observe the provisions of confidence as set forth above. Customer agrees that it shall thoroughly safeguard the confidentiality of the Software, documentation therefor and data supplied by Navistar and in no event shall its efforts in this respect be to a lesser extent than Customer's efforts to safeguard its own proprietary information. Customer's obligation to hold the Software, documentation therefor and data in confidence shall continue beyond the termination of this Agreement.

7. WARRANTY:

Navistar warrants that at the time of delivery of the Software to customer, the Software substantially meets the current specifications for the Software. Navistar does not warrant that the operation of the Software will be uninterrupted or error free. Navistar will, for so long as this Agreement is in force, use its best efforts to assist Customer if the Software fails to substantially meet specifications. Installation of the Software on unauthorized equipment or use of unauthorized software with the Software will invalidate all Software warranties and relieve Navistar of all support obligations for any equipment and software to the extent that any defect, malfunction, failure to meet specifications, etc., of the Software is attributable to such installation or use of such unauthorized equipment or software, and the Customer will be solely liable for any damages caused thereby. The foregoing warranty is in lieu of all other warranties expressed, implied, or statutory, including warranty of merchantability and warranty of fitness for a particular purpose.

8. LIMITATION OF LIABILITY:

Navistar shall not be liable for any personal injuries, equipment damage, loss of profits, loss of use, loss of business, interruption of business, or direct or indirect, special, incidental, or consequential damages of any kind that are incurred by Customer resulting from the Software, the unavailability thereof, or arising under this Agreement or the breach thereof, whether the claim is in contract, tort (including negligence), strict liability or otherwise. In any event, Navistar's liability to Customer for a claim of any kind related to this Agreement or to the Software shall not exceed the greater of the aggregate of fees paid to Navistar under this Agreement.

9. PATENT AND COPYRIGHT INDEMNIFICATION:

Navistar will assume and defend at its sole expense any lawsuit brought against Customer based on a claim that the Software or documentation used within the scope of this Agreement infringes any trade secret right, copyright or patent, provided Customer promptly notifies Navistar of the existence of the lawsuit and tenders the complete defense of the lawsuit to Navistar.

10. ASSIGNMENT, SALE OR TRANSFER:

This Agreement, as well as any license granted hereunder, may not be assigned, sublicensed or transferred by Customer unless written approval from Navistar is obtained. If Navistar determines that a licensed and certified user has provided his logon/user identification and password to an untrained user, for the purpose of allowing the untrained user access to servicing an International vehicle with this Software without the technical training required to do so, then the right to access this Software will be revoked as per the provisions of this Agreement.

11. TERM, TERMINATION:

The term of this Agreement shall be valid for a period of one year and shall be repurchased thereafter on a year-to-year basis unless Navistar provides sixty (60) days written notice to Customer of its intention to allow this Agreement to expire at the end of the then current calendar year. Additionally, Navistar may partially terminate this Agreement with respect to one or more of the program functions by providing Customer with sixty (60) days notice of its intention to do so, and this Agreement will automatically terminate with respect to such program function(s) at the end of such sixty (60) day period. Customer may terminate this Agreement at any time by providing Navistar with sixty (60) days written notice of its intention

to do so and this Agreement will automatically terminate at the end of such sixty (60) day period. This Agreement and all licenses granted hereunder may be terminated for cause by Navistar if Customer has breached the duties, obligations or responsibilities imposed upon it by this Agreement. Customer shall have thirty (30) days after receipt of written notice from Navistar to cure any such failure and avoid an automatic termination hereunder. After termination or expiration of this Agreement for any reason, Customer will return to Navistar the original and all copies (in whole or in part or in any form) of the Software, or the terminated program function(s) if appropriate, and any related documentation. The provisions of Sections 6, 8, and 10 of this Agreement will survive the termination thereof.

12. NOTICES:

Notices given pursuant to this Agreement shall be considered effective upon actual receipt by a customer and shall be sent to the customers at their respective contact information.

13. APPLICABLE LAW AND FORUM:

This Agreement shall be governed by the laws of the State of Illinois without giving regard to choice of law provisions of any jurisdiction. Any suit arising under the terms of this Agreement shall be tried in the United States District Court for the Northern District of Illinois, Eastern Division, or in Courts of the State of Illinois located therein.

14. ENTIRE AGREEMENT:

This Agreement, including any attachments hereto, is the entire agreement between the parties relating to the subject matter hereof and supersedes all oral or written promises, representations, proposals, discussions, conversations, negotiations, and any inconsistent terms and conditions contained in any other agreement between the parties. Any modification of the terms and conditions of this Agreement and attachments must be in a written document signed by the duly authorized representatives of both parties hereto.

15. ACCESS REQUIREMENTS

Access to the full capabilities to the Software is governed by a user database that is maintained by Navistar. In addition, the Software has built in functions that shall revoke access to advanced functions if the Customer does not meet certain

conditions. For advanced functions the Customer must adhere to the following requirements:

- A Software user must be trained and certified.
- A certified Software user must have a unique Logon and Password to access the Software.
- The Customer must have access to the Internet.
- If a vehicle is programmed using the Software, the Customer must connect the computer to the Internet within 1 calendar day for uploading vehicle configuration files to Navistar maintained databases.
- The Customer may be restricted in the number of vehicles that can be programmed before a connection to the Internet is required for uploading vehicle configuration files.
- The Customer must make a connection to the Internet at least once every 5 days to ensure the Customer has received the most current version of the Software and supporting data.

Navistar shall not be liable for interruption in service for extended periods of time due to circumstances or events beyond the control of Navistar.



Norman Public Schools

Mitchell1 Pricing

April 06, 2023

James Graham

Below are the current educational prices for ProDemand and TruckSeries Complete.

Product	Educational Pricing Yearly
ProDemand Annual subscription. Includes Repair Procedures, Diagnostic Instructions, Labor Estimating, and Wiring Diagrams for all passenger vehicles back to 1970.	\$1,231
TruckSeries Complete Annual subscription. Includes Repair Procedures, Diagnostic Instructions, Labor Estimating, and Wiring Diagrams for all commercial vehicles including busses back to 1990.	\$2,650

See attached order form for terms and conditions.

 4/6/23
04/06/2023 03:36:00 pm

Mitchell1

Date

Norman Public Schools

Date



Steve Sneed
Mitchell 1
 Local Independent Sales Representative

Cell Phone: (405) 808-6272

steve.sneed@mitchell1.com | www.mitchell1.com



FUELMASTER® Fuel Management System
 Limited Maintenance Agreement

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this day of **04/17/2023** Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

Norman Public Schools

This initial term of this agreement shall commence as of **08/01/2023** and shall continue for a term expiring **07/31/2024** at which time the services will be automatically renewed unless otherwise directed by the customer. Customer will have the option to accept or terminate the services when invoiced.

The FUELMASTER® Maintenance Agreement provides a means of extending the normal one-year warranty that all FUELMASTER® customers receive. Limited Maintenance provides a 10% discount on hardware parts, telephone support labor for all FUELMASTER® components, both software and hardware, and provides free updates software/firmware, upon request. Support hours are 8:00 AM - 8:00 PM EST., Monday through Friday, excluding New Year’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Maintenance Level	FMU/Serial Number	Cost
Limited	FMU2500 S/N 7520	\$550.00
Total		\$550.00

MULTIPLE YEARS OF MAINTENANCE MAY BE PURCHASED AT THE CURRENT RATE, BUT ALL YEARS MUST BE PURCHASED IN ADVANCE WITH ONE PAYMENT.

Syn-Tech Systems, Inc. will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Syn-tech Systems, Inc. recognizes the confidentiality of each customer’s software and database information, and will not disclose this information to any third party. Payment Industries Standards certify Syn-tech Systems, Inc. to PA-DSS requirements and all data must be securely maintained.

Organizations under maintenance contract are provided a toll-free number and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics.

Software updates will be provided free of charge upon request. The exception to this is for those system operators with customized software. Each customized program

will have to be quoted on an individual basis. Customers with Extended Maintenance will only pay for the customization. The customer can make the decision as to whether he prefers to maintain his current system or update to the new software/firmware. Changes in hardware are not covered by this agreement.

Under terms of this agreement, FUELMASTER® technicians will telephonically diagnose problems with the assistance of the customer to determine warrantable conditions, and possible problem solutions. Syn-Tech will provide a 10% discount to replace all defective parts and provide telephonic assistance to the customer for installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that FUELMASTER® was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other fuel management systems are not designed this way and consequently do not offer warranties comparable to FUELMASTER®. This agreement does not cover site visits by FUELMASTER® technicians for repair.

Please note that damage resulting from acts of God, user abuse, accidents, faulty installation or operation is not covered under the warranty. This warranty specifically excludes any indirect, special, or consequential damages to include, but not limited to, loss of product, profit, or litigation fees.


THIS SPACE LEFT BLANK INTENTIONALLY

The parties of Syn-tech Systems, INC. and **Norman Public Schools** deem this agreement to be executed by their duly authorized representatives on the Agreement date.

SYN-TECH SYSTEMS, INCORPORATED:

(Signature)

(Date)


_____ 04/17/2023
(Name)

Sara D. Fletcher

(Title)

Marketing Operations Manager

CUSTOMER:

(Signature)

(Date)

(Name)

(Title)



Contract, Software License & Hosting Agreement

Prepared for
Norman Public Schools
425 12th Ave. Northeast
Norman, OK 73071

Prepared on 03/29/2023.
by
Vanessa Reinhart

Transfinder
440 State Street
Schenectady, NY 12305
Phone: 800-373-3609
Fax: 518-377-3716

This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and Norman Public Schools. It describes your rights and liabilities as they pertain to the use of your Transfinder Software System. To expedite this purchase, sign, fax, and mail this entire agreement, along with a purchase order, to Transfinder.

This contract expires on 05/31/2023, if not signed and accepted.

This is a non-transferable and non-exclusive Contract between Transfinder and Norman Public Schools (Licensee). This Contract is subject to the specified terms and conditions for use of the program, product, optional features, and related materials. This Contract applies to any enhancements or improvements to which Norman Public Schools may be entitled. This pursuant to the price terms described below. The provisions of the Contract include:

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST

Software Modules	Qty	Year 1
Routefinder PLUS includes: <ul style="list-style-type: none"> • Single User Software License Routing and Scheduling System • GIS Map Conversion for county • Tools for route overlap analysis, Stop Sequence Optimization, and Policy Analytics • Eligibility Assessment & Walk Zone definition • Driver Certification Functionality • Field Trip resource tracking, cost calculator, billing, invoicing, & reporting 		\$3,950.00
Satellite Imagery Service <ul style="list-style-type: none"> • Adds a satellite layer to Routefinder 		\$250.00
Attendance Boundary Planning <ul style="list-style-type: none"> • Manage School Attendance Boundaries • Assess school zone changes for impact on students, grades, and school bus routes 		\$300.00
Viewfinder <ul style="list-style-type: none"> • Schedule Automated Reports to be emailed to unlimited staff with vital information • Browser-based, any device, unlimited users, lookup access for staff (role-based security) • View critical data about students, routes, stops, trips, maps, etc. 		\$1,400.00
Tripfinder <ul style="list-style-type: none"> • Browser-based Field Trip System, Site License with Unlimited users • Includes online requests & approvals, cost tracking, reporting, etc. 		\$2,000.00
Stopfinder GeoAlerts <ul style="list-style-type: none"> • Send electronic invitations to parents and guardians for easy onboarding process • Two-way communication with registered parents and guardians (subscribers) • Define Geo Alerts for buses • Notification based on Enter or Exit GeoAlert Zone • Pickup, Drop-off, School or any locations defined by user • Parents/Subscribers can choose when to be alerted: View historical events for today, yesterday, this week, last week • Track only student's bus in real-time • See Trip path and stop information (based on settings) <p><i>*Stopfinder GeoAlerts customers will require a Transfinder approved GPS hardware provider.</i></p>		\$7,200.00
Servicefinder <ul style="list-style-type: none"> • Manage fleet workorders, rates and inventory; • Track and report on fuel and other vehicle costs; • Schedule technicians and repair jobs • Preventative maintenance reporting and scheduling • Workorder, Quotes, Invoice and approval workflow process • Vendor and inventory parts and fulfillment process • Servicefinder Dashboard one screen summary 		\$2,000.00
Infofinder i With Infofinder i, you can: <ul style="list-style-type: none"> • Provide Web-based service allowing the district to share route and stop information via your district's website. • Integrate transportation information and notification capability into your district website; • Provide access to student address, bus route and stops on a map • Display school attendance zone boundary information • Email notifications features 		\$2,800.00
Transfinder Hosting Services powered by Amazon Web Services (AWS) <ul style="list-style-type: none"> • Hosting includes database server, application servers, storage, and data maintenance • Hosting Service is due with initial purchase and is included in the future Hosting Service 		\$5,250.00
Implementation, Training and Professional Services		
Professional Services Online Assistance Hours <ul style="list-style-type: none"> • Transfinder Professional Services will provide Consulting as outlined in the Statement of Work 	8 Hours	\$2,600.00
On-site Training (Summer Training Hours) <ul style="list-style-type: none"> • Customized Onsite Training conducted by a Transfinder Application Specialist • Training offered between June 1st and September 30th <i>Up to 8 Hours a day, Travel and Living Expenses billed at cost</i> 	2 Days	\$5,500.00

TRANSFINDER SOFTWARE, TRAINING, PROFESSIONAL SERVICES AND HOSTING SERVICES TOTAL			
INITIAL COST: <ul style="list-style-type: none"> • Two (2) Days On-site Summer Training 2023 - \$5,500.00 • Transfinder professional Services (TPS) On-line consulting - \$2,600.00 <p style="text-align: center;"> <input type="checkbox"/> \$8,100.00 x _____ Initial here </p>			
ANNUAL SERVICE FEE FOR SUPPORT AND SOFTWARE HOSTING SERVICES: <p style="text-align: center;"> <input type="checkbox"/> \$25,150.00 x _____ Initial here </p> <p>This fee is due upon the anniversary date of the initial software activation.</p>			
TOTAL COST			\$33,250.00

TRANSFINDER® SOFTWARE ANNUAL SUPPORT PROVISIONS	
This is a declaration of your Transfinder Annual Support Provisions. It describes the benefits you enjoy as a Transfinder client "in good standing" by remaining current in your payment of your Annual Support Fees.	
Routefinder PLUS Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
Access to MyTransfinder - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more	Included
Custom Data Integration module modifications and maintenance as needed	Included
Viewfinder, Tripfinder, Stopfinder, Wayfinder and Infofinder I Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
Servicefinder Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
System maintenance of the Servicefinder server on the Transfinder Hosted Network	Included

II. RESPONSIBILITIES

Data Conversion - Norman Public Schools (hereinafter "District" or "Licensee") will assist Transfinder in acquiring all the required student and school information for the Routefinder PLUS system. The data must be provided in required .csv, .xls, .txt, .dat, and .dbf file format and/or the Licensee will enter the data manually. Transfinder will convert the student and school data to the Routefinder PLUS system format.

Confidentiality - Transfinder will maintain the confidentiality of any and all personally identifiable information about staff, parents, students and any other school constituent unless Transfinder has the prior written permission of the Licensee. To the extent that Transfinder will come into possession of student records and information, and to the extent that Transfinder will be involved in the surveys, analysis, or evaluation of students, incidental to this agreement, Transfinder shall use its best efforts to comply with all requirements of the Family Educational Rights and Privacy Act. Transfinder shall be required to keep any and all student information it receives confidential and will not use the information for any purpose other than as necessary to provide the services to Licensee under this contract. Transfinder will delete and destroy the student and any other data provided by the Licensee from Transfinder's servers after performing initial conversion and deliver the converted data to the Licensee or Transfinder Hosted Network (THN).

County Map Data - Transfinder will convert a compatible GIS map data provided by the Licensee, or will provide commercially available map data as stated in Section I of this agreement.

Installation - SaaS Deployment - Hosted on Transfinder Hosted Network (THN) through Amazon Web Services (AWS). The Transfinder Software environment and all Licensee data files will reside on servers within the United States.

Activation - Activation, as defined here includes loading Routefinder PLUS files and map files required to support the licensee's area, and student data resulting from the initial download and data conversion to the Transfinder Hosted Network (THN).

Training - Transfinder will provide system training as stated in Section I of this agreement. Additional Training may be purchased.

Hosting Services Uptime - Transfinder will exceed 99% uptime between 5:00AM and 5:00PM Eastern Monday through Friday (excluding holidays) to the Licensee. Maintenance periods are scheduled after business hours but Transfinder reserves the right to schedule maintenance periods during business hours that will not constitute downtime. Downtime refers to the inability to access the hosted environment. Standard support issues, which would occur in a locally installed environment, will not constitute downtime. Downtime will be calculated from the time Licensee reports an outage to the time Transfinder resolves the issue. Licensee must submit an email reporting downtime to support@transfinder.com. Below is a schedule for compensation for Transfinder's failure to meet the uptime requirements. Credits will be given toward future support fees. The downtime is calculated on a calendar year resetting January 1st. Transfinder agrees to credit Licensee as follows.

Targeted Attainment	Actual Attainment	Credit Amount
100%	98% - 99%	Remedial Action
100%	97.99% - 95%	4% of Annual Support Fee
100%	< 95%	5% of Annual Support Fee

This uptime policy excludes anything that is reasonably outside of Transfinder's control including force majeure. To resolve technical issues Transfinder may require the cooperation of Licensee. If Licensee's Department of Technology (DoT) staff is unable or unwilling to assist Transfinder IT staff with resolving technical issues within 48 hours, Transfinder will not be held responsible for the resulting downtime from the time of Transfinder request for assistance from Licensee's DoT.

Remote Connectivity – Licensee must have a high-speed Internet connection and agrees to permit Transfinder Corporation to connect remotely to Licensee's computers and network for online training, support and software installation. Transfinder will connect to Licensee's computer(s) using secure remote desktop sharing technologies.

System Maintenance - Transfinder will provide on-line remote support, unlimited telephone support, updates, and revisions. In order to manage any changes in pupil transportation, Transfinder will upgrade Routefinder PLUS on a consistent basis to satisfy the growing demands of pupil transportation. There is not an additional charge for the upgrades unless they are unique for Norman Public Schools.

III. FEE & PAYMENT SCHEDULE

The Term of this agreement is for (1) one-year. The Transfinder Software system's initial cost of **\$8,100.00** is due upon execution of this agreement.

In accordance with the 1-year Term, Transfinder will provide Technical Support, Product Updates and Hosting Services to the Licensee for one year starting on the initial Activation Date. The costs for the Technical Support, Product Updates and Hosting Services are **\$25,150.00**

Upon the completion of the initial 1-year term, the Licensee will have an option to continue to pay the Annual Service Fee amount of **\$25,150.00**, when due on the anniversary of the original Activation Date, in order to continue to receive Technical Support, Product Updates and Hosting Services from Transfinder. Transfinder will continue to provide software, hosting services and technical support, which includes system updates, to the Licensee as long as the Annual Service Fee is paid and kept current.

Future Annual Service Fee prices are subject to change given prior notice. Transfinder will notify Licensee of any annual support fee increases (60) sixty days in advance of the payment date.

If onsite training or services are purchased, the expenses for travel and living will be billed to Licensee at cost as incurred.

If not tax-exempt, any Federal and/or State Sales or local taxes are the responsibility of the Licensee. The Licensee acknowledges the responsibility by signing this contact.

All invoices will be paid, by or on behalf of the Licensee within (30) thirty-days.

IV. LATE PAYMENT

If any valid invoice rendered by Transfinder is not paid when due, in addition to such other rights, Transfinder shall reserve the right to, without limitation, suspend updates, maintenance, support services and consulting, training and implementation services. However, Transfinder shall give the Licensee written notice of non-payment and give the Licensee fifteen days to cure prior to suspending any updates, maintenance, support services, consulting, training, and implementation of services.

V. LICENSE AGREEMENT

Grant of License: Transfinder grants the Licensee a non-exclusive, non-transferable license to use and access Routefinder PLUS, and the accompanying documentation on the Transfinder Hosted Network (THN). A Routefinder PLUS license is required for each concurrent user/computer accessing the THN. Transfinder retains the title to Routefinder PLUS and related materials. You agree to protect Routefinder PLUS from unauthorized use, duplication, reproduction, distribution, or publication. In addition, you will not allow any person, company, organization, or other entity to have access to Routefinder PLUS and related materials. Transfinder reserves all rights not specifically granted in this license. Routefinder PLUS is a © copyright of Transfinder. All rights reserved.

Non-permitted Uses: You may not make copies of Routefinder PLUS. You may not use Routefinder PLUS on a network unless you pay for and obtain a separate licensed Software package for each terminal or workstation from which Routefinder PLUS will be actually accessed. You may not rent, lease, sub-license, timeshare, or lend Routefinder PLUS under this license. You may transfer it on a permanent basis if the person receiving it agrees to the terms and conditions set by Transfinder. You may not alter, decompile, disassemble, or reverse-engineer Routefinder PLUS, or make any attempt to unlock or bypass the initialization

system or encryption techniques utilized by Routefinder PLUS. You may not remove or obscure Transfinder or any other copyright and trademark notices.

Duration: This agreement is effective from the day you sign the Contract. Your license continues until terminated. This license will terminate automatically without notice from Transfinder if you fail to comply with any provisions of this license, subject to the terms and conditions of article VII. Upon termination, you destroy all written materials, the Routefinder PLUS software, data and all software and data copies. Transfinder can also enforce its other legal rights.

General Terms: Only a written agreement authorized by both the Licensee, and Transfinder's President/CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder its successors and assignees.

VI. LIMITED WARRANTY

Covering Routefinder PLUS Sale of Software: Routefinder PLUS is a customized product. Transfinder warrants the training and technical services will be provided in good and workman like manner. Furthermore, Transfinder guarantees that the software sold will be free of gross negligence. You assume the entire risk as to the results and performance of the Software. The software has not been sold on a trial basis, and the Licensee acknowledges that it has seen a demonstration and had ample opportunity to view the product in operation using Transfinder's reference list, which has been provided. Neither Transfinder nor anyone else who has been involved in the creation, production, or delivery of this product shall be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use, misuse, or inability to use such product even if Transfinder has been advised of the possibility of such damages. In no event shall Transfinder's liability exceed the amount paid for the software.

Bankruptcy: All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the U.S. Bankruptcy Code, and any similar or successor federal statute, all as the same shall be in effect at the time (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that Customer, as a licensee of such rights under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of an adjudication of a bankruptcy proceeding by or against Licensor under the Bankruptcy Code, Licensee shall be entitled to a complete access to, as appropriate any such intellectual property and all embodiments (including source code) of such intellectual property, and same, if not already in its possession shall be promptly delivered to Licensee upon Licensee's written request (i) upon any such adjudication of a bankruptcy proceeding, unless Licensor elects to continue to perform all of its obligations under this Agreement; or (ii) if not delivered under (i) above, upon the rejection of this Agreement by or on behalf of Licensor. Licensee shall have the right to modify, adopt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes. Nothing herein implies the transfer of property rights, but deals only with access to such software or source code.

VII. BREACH AND TERMINATION

If Licensee shall have committed a material breach of this Agreement, then Transfinder may give written notice of such breach, and Licensee shall have (60) sixty-days within which to cure. If Licensee fails to cure such breach within such (60) sixty-day period, then Transfinder shall have the right to terminate this Agreement.

If Transfinder shall have committed a material breach of this Agreement, then Licensee may give written notice of such breach, and Transfinder shall have (60) sixty-days within which to cure. If Transfinder fails to cure such breach within such (60) sixty-day period, Licensee then shall have the right to terminate this Agreement.

If the default relates to the original Licensing fee (**\$33,250.00**) when due, then Transfinder, at its option may affirm the agreement and recover the full purchase price and agreed expenses, plus costs of collection, including attorney fees; or may terminate this agreement and has the right to remove all access to and or remove all original software product, installation modifications, work product, including any product upgrades and any local copies thereof, if any; and will further be entitled to all its reasonable costs

in delivering, installing, modifying the program, and training Licensees employees including legal fees if any reasonably required to recover same.

VIII. NOTICE, SEVERABILITY & JURISDICTION

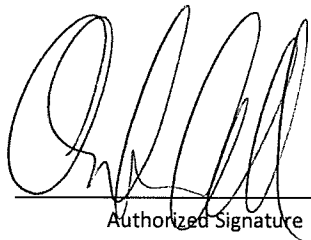
Notice: Service of all notices under this Contract shall be mailed by Certified Mail, Return Receipt Requested to the party involved at its respective address herein before set forth or at such address as the party may provide in writing from time to time.

Severability: If any provision or portion thereof of this Contract is invalid under any applicable statute or rule of law it is so to that extent to be deemed omitted from this Contract and with the balance of the Contract remaining in full force and effect.

Jurisdiction: This is a New York Contract to be interpreted under the laws of New York. The parties agree that all disputes arising under this Contract that cannot be settled between the parties shall be resolved in the courts located in New York. This Contract represents our entire understanding and agreement between the parties regarding the Routefinder PLUS system and supersedes any prior purchase order, communications, advertising, or presentations. This license may not be changed verbally, but only by agreement in writing, signed by authorized representatives of both parties. If any provisions of this Contract shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of the Contract. This Contract will be governed by the laws of the State of New York and shall benefit Transfinder, its successors and assignees. Licensee consents to jurisdiction in the state and federal courts located in the State of New York.

TRANSFINDER

Antonio Civitella, President/CEO
Name and Title


Authorized Signature Date

LICENSEE – Norman Public Schools

Federal Tax ID#: _____ **Purchase Order #:** _____

X

Name and Title Authorized Signature Date

**MASTER SERVICE
SUBCONTRACTOR AGREEMENT**

This Master Service Subcontractor Agreement ("Agreement") is made and effective May __, 2023,

BETWEEN: **Advanced Commercial Painting, LLC** ("Subcontractor"), an Oklahoma limited liability company and painting subcontractor, with its principal office located at:

5500 N. Western Ave, Suite 284, Oklahoma City, OK 73118

AND: **School District #29 of Cleveland County, Oklahoma d/b/a Norman Public School RFP** (the "School"), an independent school district operating under the laws of the State of Oklahoma, with its purchasing department located at:

131 South Flood, Norman, OK 73069

RECITALS

Subcontractor is engaged in providing construction services, specifically painting and related services, as an independent contractor. The Subcontractor has complied with all Federal, State, and local laws regarding licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as a Subcontractor under this Agreement.

The School desires to engage and contract for the services of the Subcontractor to perform certain construction work, specifically labor and materials for painting and related services, on specific construction projects at certain school sites within the school district. Subcontractor desires to enter into this Agreement and perform as a Subcontractor for the School and is willing to do so on the terms and conditions set forth below, as well as additional terms outlined in the purchase order for each project.

As work is needed for specific locations, the School will provide Subcontractor with the address and scope of work for the particular project. The work shall be performed by the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. TERMS

This Agreement shall be effective commencing July 1, 2023, and shall continue until June 30, 2024, or when terminated by either party as outlined in Section 8.

2. STATUS OF SUBCONTRACTOR

This Agreement does not constitute a hiring by the School or the Subcontractor. The parties intend that the Subcontractor shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the laws of the State of Oklahoma. Subcontractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the School shall not be liable for any obligations incurred by Subcontractor unless specifically authorized in writing. Subcontractor shall not act as an agent of the School, ostensibly or otherwise, nor bind the School in any manner unless specifically authorized to do so in writing.

3. TASKS, DUTIES, AND SCOPE OF WORK

- a. Subcontractor agrees to devote as much time, attention, and energy as necessary to complete or achieve construction labor and materials (painting and related services) as specified for a specific construction project. A more specific scope of work will be given for the particular project as detailed in the purchase order provided by the School's Central Service Department. The above is to be referred to in this Agreement as the "Purchase Order". A date for the completion of the Purchase Order shall be given for each project.
- b. Subcontractor shall additionally perform any and all tasks and duties associated with the Purchase Order given for each project, including but not limited to, work being performed already or related change orders.
- c. The books and records related to the Purchase Order for each project shall be maintained by the Subcontractor at its principal place of business and open to inspection by School during regular working hours. School will be entitled to inspect documents, including any and all contract documents, change orders/Purchase Orders, and work authorized by Subcontractor or School on existing or potential projects related to this Agreement.
- d. Subcontractor shall be responsible to the School and its Board of Education, but Subcontractor will not be required to follow or establish a regular or daily work schedule. Subcontractor understands that the School may have a schedule or deadlines to which the Subcontractor must adhere. Subcontractor will supply all necessary equipment, materials, and supplies unless otherwise authorized by the School or Central Service Department. The materials for the particular project will be provided at cost with a 10% markup to the School. Subcontractor will not rely on the equipment or offices of School for completion of tasks and duties set forth pursuant to this Agreement. Any advice given Subcontractors regarding the Purchase Order shall be considered a suggestion only, not an instruction. The School retains the right to inspect, stop, or alter the work of Subcontractor to assure its conformity with this Agreement or the Purchase Order for the specific project.

4. COMPENSATION

- a. Subcontractor shall be entitled to compensation for performing those tasks and duties related to the Purchase Order which are Time and Material projects as follows:

1. Hourly Rate for Project Manager	\$105.00
2. Hourly Rate for Painter	\$ 48.00
3. Hourly Rate for Helper/Laborer	\$ 43.00

- b. Subcontractor shall be entitled to compensation for projects that are not Time and Material projects in the amount set forth in the Purchase Order for the particular project.
- c. Such compensation shall become due and payable to Subcontractor in the following time, place, and manner:

Within 45 days of receipt of an invoice for a Purchase order, payment shall be provided. If there is an issue with any of the work on a Purchase Order, Subcontractor will be provided with notice and opportunity to correct the work. The portion of the work for which there is no issue should be paid within 45 days of receipt of the invoice.

5. SCOPE OF WORK FOR AGREEMENT

The parties agree and understand that the Scope of Work for a particular project will be set forth in a Purchase Order will vary from project to project. The general items for Scope of Work as contemplated by this Agreement are as follows:

PROJECT SCOPE AND SPECIFICATIONS

PARKING LOT

- A. Power washing
- B. Filing linear cracks in asphalt
- C. Overlay sealant on asphalt
- D. Striping parking
- E. ADA parking Space
- F. Crosswalk
- G. Parking Space Numbers 1-500
- H. Curbs painted (red, yellow, etc.)

EXTERIOR PAINTING

- I. Power wash
- J. Block filler
- K. A-100 finish
- L. He-performance finish
- M. Miscellaneous patch & repair

INTERIOR PAINTING

- N. Miscellaneous patch & repair
- O. Standard paint, Promar 200 or equal

- P. Pre-catalyzed epoxy
- Q. Multi-component finishes
- R. Hollow Metal frame-whole or spilt face
- S. Hollow Metal door whole or spilt faced
- T. Wood Door- (touch up stain) whole or split faced

Subcontractor shall be responsible for the reasonable clean-up of any work performed or the area where the work was performed by the Subcontractor on a Purchase Order.

6. CHANGE ORDERS

If work outside the scope of work set forth in the Purchase Order is required on a project by Central Service Department, the School and the Subcontractor will agree on whether there is cost for the additional work and, if so, the cost for the work. The agreement to perform the work and the cost for the work shall be included in a written change order signed by both parties. The additional work shall not be performed until a change order is agreed upon and signed by both parties.

7. PUNCH LIST

When the scope of work for a Purchase Order is substantially complete, the parties will inspect the work. Central Services Department will prepare a punch list, based on the inspection, with items that need to be completed or repaired. Once the punch list items are completed, the parties will again inspect the work performed for the Purchase Order. The Central Services Department will acknowledge the completion of the punch list by its written signature on the punch list which shall evidence the completion of the punch list and the acceptance of the Purchase Order work.

8. TERMINATION

This Agreement may be terminated for cause prior to the completion or achievement of the scope of work on a Purchase Order on any project by either party giving 30 days written notice. However, if the termination is because of issues involving the work, including but not limited to timeliness and quality, the School must give the Subcontractor notice and opportunity to cure for 15 days prior to the start of the 30 days written notice. If the issue is timely resolved, the party giving notice cannot terminate the Agreement. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

9. LEGAL COMPLIANCE

Subcontractor is encouraged to treat all School employees, students, business partners and other affiliates with respect and responsibility. Subcontractor is required to comply with all laws, ethical codes and School's policies, procedures, rules, or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

10. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE

Subcontractor agrees to immediately supply the School with proof of Workers' Compensation Coverage where required by law and General Liability Insurance, upon request of the School.

11. PERSONS HIRED BY SUBCONTRACTOR

All persons hired by Subcontractor to assist in performing the tasks and duties necessary to complete the Purchase Order shall be the employee or independent contractor labor of

Subcontractor unless specifically indicated otherwise in an agreement signed by all parties. Subcontractor shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of the School.

12. NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, electronic mail, or by hard mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Subcontractor agrees to keep School current as to its business and mailing addresses, as well as mobile number and email.

13. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.

14. MEDIATION AND ARBITRATION

Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on the written request of either party served on the other, be submitted first to mediation and then if still unresolved to litigation in a state or federal court for Cleveland County, Oklahoma.

15. REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding with the exception of the Purchase Order for each project. Any modification of this Agreement shall be effective only if it is in writing, signed, and dated by all parties hereto.

16. INDEMNIFICATION

Subcontractor shall defend, indemnify, hold harmless, and ensure the School from any and all damages expenses, or liability resulting from or arising out of, any negligence or misconduct on Subcontractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of the Subcontractor. Subcontractor shall ensure that its employees, contractors, and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement.

17. CONTAINMENT OF ENTIRE AGREEMENT

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto. Notwithstanding this section, the parties acknowledge that each written Purchase Order and its terms will be binding on the parties.

18. PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

19. GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SCHOOL
**School District #29 of Cleveland County,
Oklahoma d/b/a Norman Public School RFP**

SUBCONTRACTOR
Advanced Commercial Painting, LLC

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

BOARD OF EDUCATION

Authorized Signature

Print Name and Title

Authorized Signature

Print Name and Title

Authorized Signature

Print Name and Title

Authorized Signature

Print Name and Title

Authorized Signature

Print Name and Title

\\cf-fs2\tmDocs\11624.003\CONT\Master service Agreement 7.1.23- 6.30.24-20230507-AMC.docx

CONSENT FORM

For Sale of Product at Wal-Mart Stores

School Granting Consent Norman Public Schools
Address 121 S. Flood
City, State Zip Norman, OK 73069

Dear Administrator,

This consent form confirms that you are granting Wal-Mart Stores, Inc. the non-exclusive right to sell Apparel which bears your school name and logos (including Trademarks and/or Copyrighted Material) at Store Nos. _____, _____ and _____ (store numbers will be filled in by Cotton Gallery)

For good and valuable consideration, including the promotion of school spirit, community pride, goodwill and royalty payments receipt of which is acknowledged, you hereby grant Wal-Mart the non-exclusive right and Cotton Gallery, Ltd., the license to manufacture and/or sell Apparel bearing your school name and logos (including Trademarks or Copyrighted Material.) The Cotton Gallery will pay the school named above an 8% royalty on the gross sale price of the item sold. The royalty shall be paid on a quarterly basis. The quality of such Apparel shall be high. Such right will continue until December 31, 2025 and can only be extended beyond 2025 with permission from Norman Public Schools.

The school may upon official written notice cancel this contract effective 30 days after the date of the written notice during the term of this agreement.

Please take a moment to fill in the blanks below:

School colors Cotton Gallery has on file
School mascot "

Sincerely,
Michael B. Stromert
President-Cotton Gallery Ltd.
799 44th St
Marion, IA 52302
Phone: 1-800-211-9321

Please indicate your agreement by signing below.

By: Cindy Nashert (signature) Cindy Nashert (print)
Its: Board President (title) Date: 4-11-22
Phone number: _____
Email: _____

Please fax back to 319-377-6747 or scan and email to ehubbell@cottongallery.com.

*Renewing for 23-24.

E. Hubbell



BLX Group LLC

4925 Greenville Avenue, Suite 880

Dallas, Texas 75206

Ph 214 989 2700 Fx 214 989 2712

blxgroup.com

April 11, 2023

Ms. Brenda R. Burkett, CPA, SFO
Chief Financial Officer
Norman Public Schools
Administrative Services Center
131 S. Flood Avenue
Norman, Oklahoma 73069

Re: Arbitrage Rebate Compliance Services

Dear Ms. Burkett:

Enclosed please find an engagement letter between BLX Group LLC and Norman Public Schools for the purpose of providing arbitrage rebate compliance services for the transactions listed on Exhibit A. If it meets with your approval, please sign and scan the engagement letter back to my attention via e-mail.

Thank you for this opportunity to be of service to Norman Public Schools. We look forward to working with you! If you have any questions, I can be reached at (214) 989-2701.

Very truly yours,

A handwritten signature in cursive script that reads "Sandra Fuller Stallings".

Sandra Fuller Stallings
Chief Operating Officer / Managing Director
sstallings@blxgroup.com

SFS/A92

Enclosure

cc: Claire Martinez



BLX Group LLC

4925 Greenville Avenue, Suite 880

Dallas, Texas 75206

Ph 214 989 2700 Fx 214 989 2712

blxgroup.com

April 11, 2023

Ms. Brenda R. Burkett, CPA, SFO
Chief Financial Officer
Norman Public Schools
Administrative Services Center
131 South Flood Avenue
Norman, Oklahoma 73069

Re: Arbitrage Rebate Compliance Services

Dear Mr. Burkett:

This letter is to confirm the engagement of BLX Group LLC ("BLX") by the Norman Public Schools (the "Obligor") for the purpose of performing calculations relating to the arbitrage and rebate requirements contained in the Internal Revenue Code (the "Code") and the legal advice described below. The calculations are to be performed with respect to the bond issue(s) listed on Exhibit A hereto (the "Bonds") applying applicable federal tax rules.

BLX will calculate the amount of rebate liability with respect to the Bonds once per year as of the end of each bond year (unless specifically directed in writing otherwise by the Obligor) and as of the final maturity or redemption of the Bonds (each such date on which a rebate calculation is performed is referred to herein as a "Rebate Calculation Date") applying regulations of the United States Department of the Treasury ("Treasury") in effect on such Rebate Calculation Date. In addition, if a "penalty in lieu of rebate" election under Code Section 148(f)(4)(C)(vii) has been made by the Obligor with respect to the Bonds, BLX will calculate, every six months, the amount of such "penalty" as of the end of each six-month period beginning on the date of issue of the Bonds (each such date on which a penalty calculation is performed is referred to herein as a "Penalty Calculation Date"). (The term "Calculation Date" as used herein shall refer to a Rebate Calculation Date or a Penalty Calculation Date, as appropriate.) In addition, if required or requested by the Obligor, BLX will include in each report delivered to the Obligor an analysis of compliance with applicable arbitrage yield restrictions. With respect to each Calculation Date, BLX will prepare or cause to be prepared schedules reflecting the relevant calculations and the assumptions involved and will deliver a rebate or penalty liability report addressed to the Obligor as to the amount of the rebate or penalty liability as of such Calculation Date.

At the Obligor's election, which election is made by the Obligor's signature of this engagement letter, each such rebate or penalty liability report will include a legal opinion provided by the law firm, Orrick, Herrington & Sutcliffe LLP ("Orrick"). BLX will engage Orrick to represent BLX for the purpose of providing legal oversight and review as it deems necessary to render its opinion that the computations shown in the report are mathematically accurate and were performed in accordance with applicable federal law and regulations. No attorney-client relationship exists between Orrick and the Obligor by virtue of this engagement or the provision of the Orrick legal opinion. BLX is not a law firm and is not providing any legal advice to you. The Obligor undertakes to provide or cause to be provided to BLX all such relevant data, as specified by BLX from time to time, and shall cooperate with all reasonable requests of BLX in connection therewith. The Obligor also agrees to inform BLX of any actual or planned early redemption of the Bonds at its earliest opportunity.

BLX is not being engaged hereunder, and BLX is not hereby obligated, to undertake any of the following: (1) independently determine whether securities allocable to proceeds of the bonds were purchased at fair market value within the meaning of the Treasury Regulations; (2) perform an audit or review of the investments acquired with gross proceeds or the payment of debt service on the Bonds; (3) perform calculations or other research as to the desirability of elections or selections that may be available under applicable federal tax law; (4) review the tax-exempt status of interest on the Bonds or any other aspect of the Bond program except for rebate and penalty liability to the extent set forth in this engagement letter; (5) consider any information obtained by BLX pursuant to this engagement for any purpose other than determining such rebate and penalty liability; and (6) update any report delivered hereunder because of events occurring, changes in regulations, or data or information received, subsequent to the date of delivery of such report. Should the Obligor desire BLX to undertake any of the foregoing, such work will be the subject of a separate engagement and a separate fee, if any. In addition, BLX will be entitled to rely entirely on information provided by the Obligor and the Trustee and/or their agents and assigns without independent verification. The fee with respect to the Bonds will be determined pursuant to Exhibit B hereto. Engagement Fees are due upon each engagement and Report Fees are due upon delivery of each report by BLX. This engagement is terminable by either party by written notice to the other, such termination to be effective immediately; provided that, if BLX terminates this engagement prior to delivering any calculations, the engagement fee (if previously paid) shall be refunded. BLX shall be entitled to assign its rights and obligations under this engagement in whole or in part upon prior written notice to the Obligor; provided that no such notice is required so long as Orrick retains the obligation to deliver legal opinions hereunder. No additional fees will be charged by Orrick for providing the legal services described herein. BLX will separately compensate Orrick for such services.

BLX and/or Orrick may have client relationships with other parties involved in some manner with the Bonds or the Obligor (for example, underwriters, trustees, rating agencies, insurers, credit providers, lenders, contractors, developers, advisors, investment advisors/providers/brokers, public entities and others) whether with respect to the Bonds or some unrelated matter(s). However, to the extent that a conflict-of-interest is created by this engagement, the Obligor hereby waives any such conflict. If this engagement letter is satisfactory, please have an authorized official execute one copy and return it to the undersigned.

Very truly yours,

BLX GROUP LLC



Sandra Fuller Stallings
Chief Operating Officer / Managing Director

Accepted:

NORMAN PUBLIC SCHOOLS

By:

Brenda R. Burkett, CPA

Print Name/Title:

Brenda Burkett CFO

Date:

4/11/23

E-mail Address:

brendab@normanps.org



EXHIBIT A
BONDS TO BE ENGAGED

Description

- | | |
|---|---------------|
| 1. \$36,820,000 | 42182-5051 |
| Independent School District No. 29 | |
| Cleveland County, Oklahoma | |
| General Obligation Combined Purpose Bonds, Series 2019B | |
| 2. \$18,600,000 | 42182-5254 |
| Independent School District No. 29 | |
| Cleveland County, Oklahoma | |
| General Obligation Combined Purpose Bonds, Series 2020 | |
| 3. \$26,540,000 | 42182-5453 |
| Independent School District No. 29 | |
| Cleveland County, Oklahoma | |
| (Norman School District) | |
| General Obligation Combined Purpose Bonds, Series 2021 | |
| 4. \$30,100,000 | 42182-5849 |
| Independent School District Number 29 | |
| Cleveland County, Oklahoma | |
| (Norman School District) | |
| General Obligation Combined Purpose Bonds, Series 2022 | |
| 5. \$5,580,000 | To be engaged |
| Independent School District Number 29 | |
| Cleveland County, Oklahoma | |
| (Norman School District) | |
| General Obligation | |
| Combined Purpose Bonds, Series 2023 | |

**EXHIBIT B
ARBITRAGE REBATE COMPLIANCE SERVICES FEE SCHEDULE**

BASE FEES

<u>Service</u>	<u>Fees</u>
Engagement Fee (one-time fee for new bond issuances)	Waived
Annual Arbitrage Rebate Report Fee (per issue, per report)	\$1,000
Or:	
Five-year anniversary arbitrage rebate report (per bond issue, per report)	\$2,500
Or:	
Opinion Letter/Review (if rebate analysis is not required)	\$500

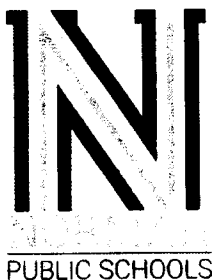
ADDITIONAL FEES

Per issue, per report, **if applicable:**

<u>Service</u>	<u>Fees</u>
Computation Periods in Excess of 12 Months	\$500

OPTIONAL SERVICES

Evaluating various elections and applications *To be negotiated separately*



CONSENT FORM

For Sale of Product at Local Retailers

School District Granting Consent:
ISD #29 of Cleveland County, OK d/b/a Norman Public Schools
131 South Flood
Norman, OK 73069

Dear NPS Administrator,

This consent form confirms that you are granting local retailers the nonexclusive right to sell apparel which bears your school name and logos (including Trademarks and/or Copyrighted Material) at local retailers. For good and valuable consideration, including the promotion of school spirit, community pride, goodwill, and royalty payments receipt of which is acknowledged, you hereby grant local retailers the non-exclusive right and RALLY HOUSE the license to manufacture and/or sell apparel bearing your school name and logos (including Trademarks or Copyrighted Material), provided that local retailers and RALLY HOUSE use official school logos in a manner consistent with community standards for decency and that the quality of the apparel shall be high. RALLY HOUSE will pay the school district named above an 8% royalty on the gross sales price of the items sold and provide supporting documentation with the quarterly payments, which is to include the amount and type of merchandise sold and the net sales price of the merchandise sold. The royalty shall be paid on a quarterly basis. Provided that RALLY HOUSE maintains its contractual relationship with the local retail stores in Cleveland County, Oklahoma, such right granted to RALLY HOUSE by ISD #29 of Cleveland County, OK d/b/a Norman Public Schools will continue through June 30, 2024 and can only be extended beyond that date with permission from ISD#29 of Cleveland County, OK d/b/a Norman Public Schools.


The district may upon official written notice, given to RALLY HOUSE by certified mail, cancel this contract effective 30 days after the date of the written notice during the term of this agreement.

Sincerely,

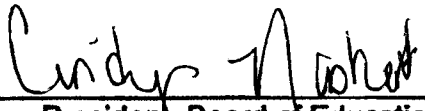
Jeff Grantham
Director of Licensing
Rally House

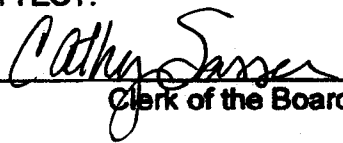
Rally House
9750 Quivira Street
Lenexa, KS 66215

Please indicate your agreement by signing below.

By: Jeff Grantham (signature) 
Director of Licensing (title) Dated: 5/4/2022

Approved on the 13 day of June, 2022 by the Norman Board of Education ISD #29 of Cleveland County, Oklahoma.

By: 
President, Board of Education

ATTEST:

Clerk of the Board



SHARLA BRUEHL <sbruehl@normanps.org>

RE: "[EXT]"Fwd: Rally House Contract for FY 23-24

Jessica Hotter <jhotter@rallyhouse.com>
To: SHARLA BRUEHL <sbruehl@normanps.org>
Cc: Brenda Burkett <brendab@normanps.org>

Tue, May 2, 2023 at 9:10 AM

Hi Sharla,

Our current contract does not expire until 2024. I'm attaching a fully executed copy from our records.

Please let me know if this is not what you have on record.

Thank you,

JH



JESSICA HOTTER

DIRECTOR OF LICENSING AND BRAND DEVELOPMENT

P 703.258.5113 | E jhotter@rallyhouse.com



[Quoted text hidden]

Rally House_NormanPS_fully executed contract.pdf
92K



AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT FOR ADMINISTRATIVE SERVICES and the attached Fee Schedule Addendum are entered into as of October 1, 2022 ("Effective Date") by and between Pension Solutions, Inc., an Oklahoma corporation ("PSI") and Independent School District Number Twenty-nine of Cleveland County, Oklahoma d/b/a Norman Public Schools, an independent school district operating in the state of Oklahoma in accordance with the Oklahoma School Code, 70 O.S. § 1-101 *et. seq.* (the "District"). (Hereinafter, this Agreement for Administrative Services and the Fee Schedule Addendum shall be collectively referred to as the "Agreement" and reference to the Fee Schedule Addendum specifically shall be referred to as the "Addendum.")

WHEREAS, pursuant to a duly adopted resolution of the Board of Education for Independent School District Number Twenty-nine of Cleveland County, Oklahoma, ("Board" the governing body of the District), the District has approved the adoption and subsequent restatement(s) of the Norman Public Schools (ISD 29 of Cleveland County) 403(b) Plan (the "Plan"), which Plan was adopted in accordance with applicable law; and

WHEREAS, in accordance with the adopting resolution, the District is the Plan Sponsor of the Plan and appointed itself the Plan Administrator of the Plan and as such is responsible for performing all actions necessary to carry out the administration of the Plan in accordance with applicable law, including express limitations regarding the performance of certain duties; and

WHEREAS, the District has designated its Chief Financial Officer ("Designee") as the person authorized to carry out the Plan, execute Plan documents, and take such actions as may be necessary to administer the Plan on the behalf of the District; and

WHEREAS, the Board is a beneficiary of this Agreement and hereby agrees to ensure the performance of the District as Plan Administrator and its obligations, responsibilities and duties contained in this Agreement and to hold PSI harmless for any failure of the Plan Administrator to perform its duties and responsibilities in accordance with this Agreement as amended from time to time; and

WHEREAS, the Plan Administrator desires to engage PSI to perform certain third-party administrative services for the Plan and PSI agrees to perform certain administrative services for the Plan in accordance with this Agreement and applicable law; and

WHEREAS, as applicable, this Agreement serves to satisfy the disclosure requirements of applicable law.

NOW THEREFORE, the Board, the District (as Plan Sponsor and Plan Administrator), and PSI agree as follows:

1. Scope of Services

PSI agrees to perform the administrative services and only those services set forth in this Agreement (the "Services"). PSI is not responsible for any services rendered, or to be rendered, on behalf of the Plan by any party prior to the date of this Agreement, or for any services that PSI has not specifically agreed to perform on behalf of the Plan. Pursuant to this Agreement, PSI is serving as a limited third-party administrator for the Plan. PSI is not the Plan Administrator and is not a fiduciary with respect to the Plan. The District specifically acknowledges that PSI provides no investment advice whatsoever, and has no authority, discretionary or otherwise, over Plan assets or administrative decisions.

2. Fees

The District agrees to pay PSI the administration fees and other fees for the Services rendered through the date of termination of this Agreement in accordance with the Addendum. In addition to the fees set forth in this Agreement, the District agrees to pay PSI for any services performed by PSI that are in addition to the Services expressly stated in this Agreement, if such services are requested by the Plan Administrator, pursuant to the provisions of the Addendum, "Extraordinary Services," or pursuant to an agreement for additional services outside the scope of this Agreement, which may be entered into by the District and PSI for mutually agreed upon fees and costs.

The District acknowledges that PSI may also receive compensation indirectly ("Indirect Compensation") from sources other than the District or from Plan assets in connection with the Services as described in the Addendum. Any indirect compensation received by PSI shall be in addition to and separate from the fees payable pursuant to the Addendum. PSI represents that it will not receive any compensation, direct or indirect, for the Services provided in accordance with this Agreement, except for indirect compensation as defined and disclosed herein and the fees disclosed on the Addendum. In addition to continuing monthly, quarterly, semi-annual, or annual fees referenced on the Addendum, PSI will invoice associated fees and costs for the Services after such Services are completed. Payment of invoices should be received by PSI within thirty (30) days of the invoice date. If payment is not received in full within thirty (30) days, PSI reserves the right to impose late fees in accordance with the Addendum and deduct such late fees and any amounts owed from the Plan assets.

3. Term

This Agreement is effective from October 1, 2022 to June 30, 2023 for an annual term. Subsequent annual renewals must be approved by the Board in accordance with applicable state law. Either party may terminate this Agreement upon written notice in accordance with Section 9(f) of this Agreement. PSI shall not be responsible for the performance of the Services, including the maintaining of the Plan Administrator's files after the date this Agreement is terminated.

4. Confidentiality

PSI and the District may disclose certain business, financial, technical, intellectual property, materials, data, and other information to each other. All such non-public information that has

been identified or otherwise designated as confidential or proprietary information or that is otherwise subject to safeguards or protection under applicable law shall be considered "Confidential Information." The receiving party shall use Confidential Information solely for the purposes of rendering the Services pursuant to and in accordance with this Agreement and shall not, without the prior written consent of the other party, disclose any Confidential Information to any third party, except as may be disclosed as required by law, regulation, order of a court of competent jurisdiction or regulatory authority with subject matter jurisdiction. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark, service mark, or other intellectual property of the other party, except for the use of Confidential Information that is expressly permitted herein. PSI and the District acknowledge that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial harm to the party that provided such Confidential Information initially for which damages would not be a fully adequate remedy.

5. Timeliness of Data

Timely processing of information is essential to the proper administration of the Plan and avoids costly adverse consequences with regard to government oversight and compliance. The District will provide the information requested by PSI within fifteen (15) days after unless specifically stated otherwise or required by governing law.

6. Responsibilities of Plan Administrator

- (a) The District represents that in accordance with applicable law, it has delegated the control and management of the assets of the Plan, including, but not necessarily limited to, the selection and monitoring of service providers for the Plan, interpretation of Plan provisions, evaluation of claims made by participants, eligibility of participants, selection of any qualified default investment alternative, and all other plan administrator responsibilities. The District may elect to have certain fees for the Services deducted from Plan assets, and it is the responsibility of the District to determine whether Plan assets may be used to pay any fee. The District further represents that an unsigned copy of this Agreement and the Addendum serves as a disclosure of certain fees as of the date this Agreement was provided to the Plan Administrator. Furthermore, the District acknowledges that such fees may change from time to time.
- (b) The District will provide PSI with requested information on a timely basis. PSI will rely on information provided by the District or its representatives, including third-parties, and will have no responsibility to independently verify the accuracy of the information. PSI assumes no responsibility to acquire information other than to request it from the District and will not be liable for any errors or omissions made as a result of incomplete or incorrect information provided by the Plan Administrator. Additional services that need to be performed or revised due to incomplete or inaccurate data furnished by or on behalf of the Plan or the District will be subject to additional fees. Information and data requested by PSI shall be provided by the District or its agents within thirty (30) days or by the date referenced in PSI's request for information or as required by governing law. The District will be responsible for all consequences, including but not limited to, penalties and/or sanctions imposed by the Internal Revenue Service ("IRS"), the United States Department of Labor ("DOL"), and any other local, state or federal governing authority.

(c) As applicable, the District is responsible for ensuring that funds are actually and properly contributed to the Plan's custodial account and/or to Plan participants' individual custodial accounts as required:

- for tax deductibility; and
- to satisfy applicable minimum funding standards for pension plans; and
- to ensure employee deferrals and loan payments are deposited to within the time parameters required by the DOL and applicable law.

PSI has no obligation to monitor Plan contributions or to ensure that such contributions or loan payments are timely contributed to the Plan's custodial account and/or to Plan participants' individual custodial accounts.

(d) Fees, costs, charges, additional contributions, refunds of employee deferrals, or any other penalties imposed by a governmental agency having jurisdiction over the Plan, are the sole responsibility of the Plan and the Plan Administrator. In accordance with the fees and costs referenced on the Addendum, PSI may be engaged to represent the Plan during an examination conducted by any governmental agency having jurisdiction over the Plan, including, but not limited to the IRS and DOL.

(e) The District will be responsible for providing the notices and information required by law to Plan participants, including, without limitation, notices and distribution forms, as well as obtaining applicable signatures on distribution forms.

(f) The District will be responsible for ensuring PSI is authorized to conduct business on behalf of the District for the Services provided herein and shall promptly execute such forms of the Custodians (as defined below) and PSI, as are necessary and appropriate.

(g) The District shall provide PSI a census of all Plan participants within thirty (30) days of the end of the District's fiscal year. Such census information shall include: each participant's first and last name; each participant's social security number; and, each participant's date of birth, date of hire, and as applicable the date of separation from employment ("Census Information"). For the purpose of this paragraph, all Plan participants means, all employees or prior employees with plan assets maintained by an active custodial investment arrangement according to the Plan Adoption Agreement and/or inactive investment arrangements maintained by grandfathered recordkeepers, custodians, or annuity providers. In addition, the District is to provide PSI Census Information regarding all new enrollees in the Plan.

(h) Due to the Plan's inactive investment arrangements maintained by grandfathered recordkeepers, custodians, and annuity providers, it is important that the District provide a plan participant's phone number and email address along with the completion of any necessary forms. The District acknowledges that in order to expedite a participant's request, PSI may communicate directly with the Plan participant.

(i) The Plan's operation and tax qualification is affected by other plans sponsored by the District. Other entities owned/operated by the District or governed by the Board may also affect the Plan. The District is responsible for informing PSI of other potentially related plans or entities (including controlled groups and affiliated service groups); and any change in such information.

7. Administrative Services

The following sets forth the Services to be performed by PSI under the terms and conditions of this Agreement:

- (a) Takeover/Installation services for transition to PSI, including review of plan provisions, compliance review with the Custodians, and completion of installation forms and documents.
- (b) Assistance with conversion of plan assets from another service provider (if applicable).
- (c) Perform data requests and analysis of census data from Custodians and/or Plan Administrator.
- (d) Assistance in the Plan Administrator's determination of participant eligibility, vesting and eligibility to receive employer contributions.
- (e) Interface with custodial websites of active investment arrangements to facilitate administration and benefit payments.
- (f) Serve as an authorized third-party signatory to facilitate benefit payments with inactive investment arrangements maintained by grandfathered recordkeepers, custodians, and/or annuity providers, as necessary and appropriate.
- (g) Serve as authorized third-party signatory to facilitate in-service transfers of Plan participants' funds with inactive investment arrangements maintained by grandfathered recordkeepers, custodians, and/or annuity providers to Custodians, as necessary and appropriate.
- (h) Routine calls and inquiries relating to the Services.
- (i) Assisting with Plan participant communication materials.
- (j) One (1) semi-annual meeting with the District and such additional meetings as reasonably necessary in connection with the Services at rates contained in the Addendum.

8. Limitation on Liability and Indemnity Provisions

- (a) **General.** District agrees that the only responsibilities of PSI hereunder are to render the Services provided in this Agreement. In no event shall PSI be responsible for delays or failures in the performance of its duties that are caused by or result from acts of God, epidemic, war, acts of terrorism, computer viruses, governmental interference, fire or other casualty, software or hardware malfunction, communication line failure, power failure, acts or omission by the District or any other circumstances beyond the control of PSI. The Board agrees to ensure the performance of the District's obligations, responsibilities and duties contained in this Agreement (through its Designee or otherwise), including the payment of fees and costs, and, to hold PSI harmless for any

failure of the District to perform its duties and responsibilities in accordance with this Agreement as amended from time to time.

- (b) **Payment for Response to Subpoenas and Document Production Requests.** In the event that PSI and/or any of its employees, officers, directors or agents receive a subpoena to provide testimony, or to produce documents, in connection with any judicial or quasi-judicial proceeding, relative to services provided by PSI pursuant to this Agreement, the District agrees to pay PSI an amount equal to the actual out of pocket expenses associated with producing said documents and/or appearing at said proceeding, and to pay to PSI an hourly fee for all time incurred by PSI personnel or its agents in preparing for and appearing at said proceeding, and for preparing documents to be produced, pursuant to the Addendum, "Extraordinary Services."
- (c) **Non-representation.** PSI is not a tax advisor; nor, the Plan Administrator. PSI will make recommendations to the District and Designee; however, in no way should such recommendations be relied upon in lieu of advice and counsel from the Plan's certified public accountant and/or licensed attorney.

9. General Provisions

- (a) **Amendment.** This Agreement may not be modified or amended except in writing signed by the parties. PSI shall communicate any proposed modification or amendment to the District not less than sixty (60) days prior to the effective date of the proposed modification or amendment. If the District objects to any such modification or amendment, it may exercise its termination rights under Section 3 of this Agreement.
- (b) **Communications.** The exchange of information between the parties regarding the implementation and administration of the Plan may be effectuated via the parties' designated email addresses or PSI's client portal. If the District elects not to exchange information by email or through the client portal, the District may be billed for the delivery of hardcopy documents according to the Addendum. Except as required in accordance with Section 9(e) - Event of Default, PSI may elect to deliver invoices, past due information, and other related items via email or through the client portal.
- (c) **Interpretation.** This Agreement is not assignable by either party hereto without the prior written consent of the other party. Section and other headings are for reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and assigns. This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein.
- (d) **Severability.** If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.

(e) **Event of Default.** An Event of Default shall occur if any party fails to perform its responsibilities, duties, and obligations contained in this Agreement and such Event of Default is not remedied within sixty (60) days upon delivery of written notice by the injured party to the offending party in accordance with the notice requirements contained in this Agreement. Notice of an Event of Default by electronic means shall be deemed non-delivered. Written notice of an Event of Default by an injured party must include the following:

- i. The Event of Default being alleged by the injured party; and
- ii. The date the Event of Default occurred; and
- iii. The date the injured party discovered the Event of Default; and
- iv. Evidence supporting each alleged Event of Default stated in the written notice; and
- v. The total actual damages sought, including, relief of the offending party to perform certain responsibilities or duties contained in this Agreement; and
- vi. The date the alleged Event of Default must be remedied by the offending party, which date shall not be less than sixty (60) days from the delivery of the written notice.

(f) **Notice.** Any and all notices required or permitted under this Agreement between the parties hereto shall be sufficient in all respects if: (i) reduced to writing; and, (ii) provided to the other party or parties not less than thirty (30) days prior to the effective date of the notification. Delivery of any notice is effective if:

- (i) delivered personally; or
- (ii) mailed by registered or certified mail, return receipt requested and postage prepaid; or
- (iii) delivered via a nationally recognized overnight courier service.

Delivery shall be made to the addresses set forth in this Agreement under the signatures of the parties or to such other address as either party may designate in writing to the other pursuant to Section 9(b) above.

(g) **Arbitration.** If this Agreement is breached or a party fails to perform its responsibilities, duties, and obligations contained herein and such breach or default is not cured and the injured party is not made whole within sixty (60) days upon delivery of written notice as provided herein, then such injured party may seek a settlement and remedies for damages by initiating a proceeding to arbitrate the matter pursuant to the rules and standards of the American Arbitration Association with such proceeding occurring in Oklahoma City, Oklahoma County, Oklahoma. The parties to this Agreement mutually agree as follows regarding the settlement of any dispute or damages through arbitration:

- i. The injured party must have provided the opposing party written notice of the claimed default, damages, and the requested remedy within no less than sixty (60) days from the delivery of such written notice for the opposing party to cure such default and make acceptable restitution.
- ii. Each party shall pay for its own costs and expenses incurred to arbitrate any dispute among the parties.
- iii. The arbitration shall be final and binding on all parties.

- iv. Judgment of an arbitrator's award may only be entered in a court having jurisdiction pursuant to this Agreement.
- v. The parties waive their right to a jury trial.
- vi. The arbitrator's award is not required to include factual findings or legal reasoning.
- vii. Any party's right to appeal or seek modification of an arbitrator's award is strictly limited.
- viii. The panel of arbitrators selected to arbitrate a settlement will typically include a minority of arbitrators who are familiar or affiliated with the retirement plan administration industry.
- ix. By law, an arbitration agreement does not preclude a party from seeking settlement of a dispute and/or remedies for damages in small claims court.

(h) Governing Law and Forum Selection. Except for the application of Section 9(e) above, this Agreement shall be governed by and construed according to the laws of the State of Oklahoma, without reference to conflict of law principles, except federal law preempts state law. The exclusive forum for any dispute between the Board, the District, and PSI that arises out of or relates to this Agreement shall be a court of competent jurisdiction in Oklahoma County, Oklahoma.

(i) Disclosures. The disclosures set forth in this Agreement constitute all of the disclosures required to be made by PSI pursuant to the provisions of 29 C.F.R. §2550.408b-2(c), regardless of whether this document is signed on behalf of the District or the Plan fails to satisfy the definition of "covered" as defined by 29 C.F.R. §2550.408b-2. In addition, as required by law or otherwise, this Agreement serves as notice and satisfaction of any fee disclosures to be provided by PSI to the District in its capacity as a limited Plan fiduciary.

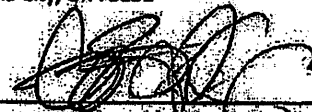
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed and effective the date first written above.

[SIGNATURE PAGE FOLLOWS]

PSI:

Pension Solutions, Inc.
9116 North Kelley Avenue
Oklahoma City, OK 73131

By:



Geoffrey O. Stallings, President

Board of Education:

Independent School District Number Twenty-nine of Cleveland
County, Oklahoma d/b/a Norman Public Schools
701 South Main Street
Norman, OK 74012

By:



Cindy Nashert, Board of Education President

District:
(Plan Sponsor and Plan Administrator)

By:



Brenda R. Burkett, Chief Financial Officer

FEE SCHEDULE ADDENDUM

Effective Date: October 1, 2022

Norman Public Schools (ISD 29 of Cleveland County) 403(b) Plan ("Plan") **ADMINISTRATIVE SERVICE FEES AND FEE DISCLOSURE**

I. SUMMARY OF FEES AND COSTS

A summary of the fees and costs associated with the administrative services provided by Pension Solutions, Inc. ("PSI") are listed in Table I below. Additional information regarding the services and associated fees and costs are provided in Sections II through IV of this Fee Schedule Addendum ("Addendum").

TABLE I – SUMMARY OF ADMINISTRATIVE FEES AND COSTS

Employer/ Plan Sponsor Fees	
<u>Administrative Service</u>	<u>Fees/Costs</u>
Installation/Conversion Services	\$500.00
Loan Policy Document/Implementation Fee	\$250.00 (as applicable to the Plan)
Extraordinary Services Fees	\$85.00 - \$250.00 per hour based on expertise
Other Fees:	
Fees for Late Payment of Invoices	\$35.00
Fees for Reproduction of Documents	\$0.35 per page
Private/Premium Delivery Fees	\$20.00 minimum delivery fee

Participant Fees	
<u>Administrative Service</u>	<u>Fees/Costs</u>
Distribution Fee	\$75.00 per transaction
Loan Processing Fee (as applicable to the Plan)	\$125.00 per loan/refinance
Basic Plan Administration Fees:	
Per Participant Administration Fee	\$7.00 Quarterly
Annual Plan Administration Fee	0.05% (annual percentage)
Extraordinary Services (Qualified Domestic Relations Order (s) – QDRO)	\$125.00 Minimum Fee – Billed Hourly

FEE SCHEDULE ADDENDUM

II. EMPLOYER/SPONSOR PAID FEES

- **Installation/Conversion Services Fee - \$500.00.** The Installation/Conversion Services Fee is a *one-time* fee that includes initial enrollment materials and preparation of the Plan document and Summary Plan Description. The Installation Service Fee also covers the data setup/transfer procedure.
- **Loan Policy Document/Implementation Fee - \$250.00 (as applicable to the Plan).** A *one-time* fee of \$250.00 will be invoiced to the Employer for preparation of loan policies and procedures and implementation of a loan policy and loan services. The Loan Policy Document/Implementation Fee does not apply to the Plan if a loan policy was implemented prior to Cycle 3 Plan restatement. The Loan Policy Document/Implementation Fee applies to the adoption of a loan policy subsequent to the Cycle 3 restatement of the Plan documents. For the purposes of this Agreement, the adoption of a loan policy is not considered a plan amendment.
- **Extraordinary Services - \$85.00-\$250.00 per hour for services rendered based on level of expertise.** No fees for Extraordinary Services are invoiced for work performed without authorization of the Employer/Sponsor or the Plan's designated Plan Administrator except for the following:
 - Extraordinary Service Fees will apply for the preparation of the necessary and appropriate extensions regarding all filing with the Department of Labor ("DOL") or the Internal Revenue Service ("IRS") including, but not limited to the calculation of penalties for late remittance of deferrals and associated excise tax return, if any. The minimum fee charged for such Extraordinary Services is \$150.00 for the first hour worked. Services rendered outside the initial first hour will be invoiced at the hourly rates associated with the level of expertise required.
 - Pension Solutions reserves the right to charge a Rush Fee regarding the performance of services that do not provide sufficient time to comply with statutory notice requirements, including, but not limited to the preparation of plan documents, communications and filings with governing jurisdictions, communication with other service providers of the District and interested parties.
 - Manual manipulation of census information submitted to Pension Solutions that is not contained in a Microsoft Excel spreadsheet or other electronic format compatible with Microsoft Excel. An hourly rate of \$85.00 to manually enter census data, perform extensive modifications to submitted materials, or convert data into a format compatible with Microsoft Excel will be assessed and invoiced.
 - As may be applicable to the Plan, Extraordinary Service Fees will apply for assisting independent third-parties conducting an annual audit of the Plan. The minimum fee charged for such Extraordinary Services is \$250.00 for the first one and one-half hours worked. Services rendered outside the initial first one and one-half hours will be invoiced at the hourly rates associated with the level of expertise required.

FEE SCHEDULE ADDENDUM

- Transfer of the Plan to a funding successor or termination of the Plan will incur a Deconversion Fee of \$250.00. This fee covers the cost of providing Plan records and acting as a liaison between the Plan Sponsor and the new funding provider. The Plan Sponsor may request other services related to the deconversion or termination of the Plan, including, but not limited to, preparation of participant notices and distribution options. Such services are performed at an hourly rate of \$85.00 to \$250.00, plus other costs such as delivery by private carrier or reproduction of documents.
- Secretarial and support functions such as data input, formatting of data, preparing participant mailings, assisting or setting up administrative options on custodial websites, etc. are performed at an hourly rate of \$85.00.
- Actual fees and costs of attorneys, certified public accountants, and other professionals engaged to assist and/or represent PSI in the preparation or appearance of any proceeding, including, but not limited to, an administrative hearing, a federal or state court proceeding, or a proceeding before any government body or self-regulating body with jurisdiction to hear the subject matter as related to services provided by PSI pursuant to the Agreement for Administrative Services and this Fee Schedule Addendum.
- Posting of payroll contributions and loan payments for the benefit of participants via a custodial platform website or required manual procedures, including, but not limited to, hardcopy forms and spreadsheets. A fee of \$35.00 is assessed for each contribution file processed and submitted by PSI. The processing and submitting of payroll contributions will require the Plan Sponsor to execute a hold harmless agreement for the benefit of PSI.

Extraordinary Services for which authorization will be necessary include, but are not limited to: discretionary plan amendments, redetermination and preparation of annual employer report or participant statements due to client's error, unusual travel, overnight mailing or delivery service, termination fees other than Deconversion fees, and depositions. Plan documents must be restated from time to time and we will seek the employer's approval and disclose the fee prior to completing any restatement.

III. EMPLOYEE/PARTICIPANT PAID FEES

- **Basic Plan Administration Fees**
 - **Per Participant Administration Fee of \$7.00 per quarter for each Plan Participant.** Per Participant Administration Fees cover a portion of the costs associated with recordkeeping, communications, applicable compliance testing, and participant statements. Per Participant Administration Fees are assessed on all participant accounts with a balance maintained by any active custodial account investment arrangement and/or recordkeeper listed on Addendum B of the Plan Adoption Agreement. Per Participant Administration Fees are deducted quarterly from participants' accounts. *PSI reserves the right assess fees in on participant plan assets maintained by inactive investment arrangement providers as appropriate and allowed by applicable law.*

FEE SCHEDULE ADDENDUM

- **Annual Plan Administration Fee Equal to 0.05% of the Plan Assets.**
Employee/Participant Annual Administration fee is equal to 0.05% of the Plan assets, which amount is deducted from Plan assets (see Section IV for additional details).
- **Transaction Based Fees.** Employee/Participant transaction-based fees include the following:
 - Distribution Fee – \$75.00 will be deducted from the participant's account to process a distribution.
 - Loan Processing Fee - \$125.00 will be deducted from the participant's account to process a loan.
- **Extraordinary Services - \$125.00 per hour for services rendered.**
 - Review of Qualified Domestic Relations Order(s) (QDRO) and related services are billed to the participant and/or deducted from participant's Account. Fees incurred for QDRO related services are solely deducted from the plan participant's benefits and are not prorated between the plan participant and alternate payee unless specifically stated in the approved QDRO.

IV. OTHER FEES AND INDIRECT FEES

- **Asset Management Fees.** Payments are received from Nationwide for various administrative functions which may include but are not necessarily limited to: preparing proposals, assisting in the enrollment process, processing transactions, training financial advisors, and communicating with Sponsors and/or Participants. This payment is paid from the Asset Management Charge or Asset Fee/Standard Asset Fee, as applicable to your Plan.

These payments help cover administrative overhead costs. Without them the administrative costs of the Plan would be much higher. The payments are disclosed in the *Disclosure Statement* previously provided by Nationwide. PSI is the Designee/Authorized Representative. The payments are typically stated as a percentage of assets.

These payments are also disclosed on Nationwide's website:

- Log in to the Internet Service Center at www.nationwide.com/planlogin
- Manage Account
- View Plan-Fee Disclosure
- Select Third Party Compensation
- Download PDF if Desired or Export to Excel
- **Incentive Payments.** Payments may be received from Nationwide based on agreed goals such as production, assets, and retention. This payment is indirect and is not deducted from Plan Participant assets.
- **Late Fees**
 - A late fee, not to exceed \$35.00, will be assessed for all invoices that are past due by thirty (30) days or more.
 - Past due amounts, including applicable late fees, that are sixty (60) days or older will be deducted from participant accounts (plan assets) on a pro-rata basis.

FEE SCHEDULE ADDENDUM

- **Reproduction of Documents Fee – \$0.35 per page:**
 - Hardcopies of Plan records provided upon request of Employer/Sponsor or Plan Administrator.
 - Hardcopies of Plan records requested or required during the performance of any Extraordinary Service.
- **Private/Premium Delivery Fees – not less than \$20.00 per package:**
 - Private/premium delivery fees in the continental United States may be provided for a fee of not less than \$20.00 per package. It is the Plan Sponsor's responsibility to inquire about current private/premium delivery fees.
 - PSI shall designate the private/premium carrier.

Notes: Any changes to the fees disclosed herein will be communicated to the Plan Administrator and/or Plan Sponsor no later than sixty (60) days after the change becomes effective.

PSI is not a tax advisor, or a Plan Administrator as defined in Employee Retirement Income Security Act of 1974, nor is PSI acting in a fiduciary capacity or as a fiduciary to the Plan, Plan Participants, Plan Administrator(s), Plan Trustee(s), or Plan Sponsor(s). In no way should the recommendations of PSI be relied upon in lieu of the advice and counsel of the Plan's certified public accountant or attorney. PSI does not provide legal advice, including advice with regard to Internal Revenue Code and related regulations (United States Federal Tax Law).

This document is intended to assist Plan Sponsors in complying with the regulations promulgated under Internal Revenue Code Section 408(b)(2).

PSI is independent with respect to Nationwide Life Insurance Co., and its affiliates.

Any Employer paid fees may be deducted from the Plan's forfeiture and/or retainer accounts (to the extent available) or Participant accounts if invoices are not paid pursuant to PSI *Overdue Invoice Policy*. This authority is derived from the Nationwide Program Agreement in the *Administrative Fees* section of the *Executive Summary*. This authority may also be found in Nationwide's *Appointment of Plan Sponsor's Authorized Representative* form.

Read and accepted on behalf of the Independent School District Number Twenty-nine of Cleveland County, Oklahoma d/b/a Norman Public Schools, in its capacity as both Plan Sponsor and Plan Administrator by the Chief Financial Officer as of the Effective Date first written above:

By: Brenda R. Burkett, CPA Date: 9/26/22
Brenda R. Burkett, Chief Financial Officer



OVERDUE INVOICE POLICY

Norman Public Schools (ISD 29 of Cleveland County) 403(b) Plan ("Plan")

Effective Date: October 1, 2022

1. All invoices are prepared in accordance with the fees and costs approved by the Plan Sponsor as listed on the Fee Schedule Addendum.
2. All invoices are due within thirty (30) days of the date of the invoice, including invoices delivered by email.
3. A late payment of \$35.00 applies to all payments made thirty (30) days after the invoice date.
4. In accordance with the Agreement for Administrative Services and the Fee Schedule Addendum, the balance due on invoices aged more than sixty (60) days will be deducted first from available forfeitures then from the accounts of Plan participants. It is the Plan Sponsor's responsibility to ensure the necessary plan participant fee disclosures are timely prepared and delivered to plan participants. In accordance with the Extraordinary Services listed in the Fee Schedule Addendum, the Plan Sponsor may engage Pension Solutions to prepare and/or deliver the required disclosures.
5. Deductions from participant accounts for plan administrative expenses cannot be reversed.
6. Failure to receive a reminder or late payment notice from Pension Solutions will not cure non-payment of invoices sixty (60) days or older.
7. If Pension Solutions is unable to deduct the amount owed from participant accounts for amounts due that are sixty (60) days or older, Pension Solutions reserves the right to refer your account for collection.
8. For questions regarding invoices and payments, contact your Plan Administrator, Danniale Flowers, by email at 401k@pension-solutions.net.
9. All checks are to be made payable to Pension Solutions, Inc.
10. Payments and related correspondence are to be delivered to:

Accounts Payable
Pension Solutions, Inc.
9116 N. Kelley Avenue
Oklahoma City, OK 73131

Read and accepted on behalf of the Independent School District Number Twenty-nine of Cleveland County, Oklahoma d/b/a Norman Public Schools, in its capacity as both Plan Sponsor and Plan Administrator by the Chief Financial Officer as of the Effective Date first written above:

By: Brenda R. Burkett, CPA
Brenda R. Burkett, Chief Financial Officer

Date: 9/26/22



May 3, 2023

To the Board of Education
Norman Independent School District No. 29
Norman, OK

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Norman Independent School District No. 29 (the District) as of June 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise Norman Independent School District No. 29's basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis, the District's portion of the net pension liability, the District's pension contributions, the District's portion of the net OPEB liability/asset, the Districts' OPEB contributions and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedules for the general fund and major special revenue funds
- 3) Schedule of proportionate share of net pension liability
- 4) Schedule of proportionate share of net OPEB liability/asset
- 5) Schedule of employer contributions – pension
- 6) Schedule of employer contributions – OPEB

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards
- 2) Combining nonmajor fund statements
- 3) Statement of changes in assets and liabilities – all activity funds

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Budgetary comparison for nonmajor special revenue funds
- 2) Schedule of accountant's professional liability insurance affidavit
- 3) Schedule of surety bond coverage

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with Government Auditing Standards, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about [Client] 's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance

resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standard*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;

6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of

federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we may perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Complete the auditee's portion of the Data Collection Form

We will not assume management responsibilities on behalf of the District. The District's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that

could be construed as making management decisions or assuming management responsibilities. Our firm will advise the District with regard to tax positions taken in the preparation of the tax return, but the District must make all decisions with regard to those matters.

Fees and Timing

Vanessa Dutton is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on approximately September 2023.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will be between \$41,000 and \$43,000 including 2 major programs (and removing fees for estimate of needs) and will charge \$3,200 to \$5,500 for any other major programs over the initial two programs. If our assistance is needed to help prepare the fund financial statements and related notes, we anticipate such fees will range between \$2,000 and \$4,000.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods,

and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of Education the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;

- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a “Dispute”) shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”). Mediation shall be conducted with the parties in person in Oklahoma City, Oklahoma. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively “Eide Bailly”) shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys’ fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Oklahoma law. Any unresolved Dispute shall be submitted to a federal or state court located in Oklahoma City, Oklahoma.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Vanessa M. Dutton, CPA
Audit Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Norman Independent School District No. 29 by:

Name: _____

Title: _____

Date: _____



April 17, 2023

Norman Public Schools
Attn: Superintendent
131 S Flood Avenue
Norman, OK 73069-5499

Dear Superintendent,

OSSBA appreciates the opportunity over the last year to assist your district in unemployment matters through membership in OSSBA Employment Services. It is time for your Board of Education to renew its membership in the Service.

Please find attached your Service Agreement for the 2023-2024 school year. You will notice in this Services Agreement a provision has been added that your district grant OSSBA Employment Services Third Party Administrator (TPA) access to the school's EZ Tax Express account so that we can appropriately administer the school's unemployment claims and assist with financial accounting and quarterly contribution reporting. OSSBA Employment Services has always asked our member school to grant TPA access. The only change is to formalize that requirement into the Services Agreement.

Please complete the Service Agreement and return it to our office at your earliest convenience. Please let us know if you have questions. You can reach Kim Bishop at kimb@ossba.org, Brandon Carey at brandonc@ossba.org or Tony Childers at tonyc@ossba.org. Or you may reach any of us by phone at 405.528.3571.

Sincerely,

Kim Bishop
OSSBA Employment Services Team

Anthony T. Childers

Brandon Carey

**MANAGEMENT
EMPLOYMENT SERVICE AGREEMENT**

This Service Agreement is made this ____ day of _____, 2023, by and between Norman Public Schools (hereafter, "School") and Oklahoma State School Boards Association Employment Services Program (hereafter, "OSSBA").

The Board of Education of the School has voted to join the OSSBA Employment Services Program for the 2023-2024 school year and agrees to pay OSSBA an administrative fee in the amount equal to \$6.50 per employee.

Payment: During the term of this Service Agreement, *at the beginning of each calendar quarter, OSSBA will issue an invoice* to the School for an amount equal to a quarter of the total annual administrative fee. Upon receipt, the School shall pay the full amount invoiced. OSSBA records indicate 2223 school employees, for a total annual administrative fee of \$14,449.50.

The administrative fee will be paid in exchange for employment related services provided by OSSBA, including but not limited to:

- 1) Providing complete legal representation by an Oklahoma licensed attorney in all aspects of the unemployment claims process before the Oklahoma Employment Security Commission (hereafter "OESC");
- 2) Auditing the payment of all unemployment claims to ensure the minimum is paid and any overpayments are recovered;
- 3) Providing quarterly reports of unemployment claims and amounts paid by the OESC to Claimants on the School's behalf;
- 4) Providing up-to-date Legislative and Administrative Law Updates to keep the School informed of changes that affect unemployment claims and costs; and
- 5) Providing opportunities for employment training and information.

Information Access: The School will grant to OSSBA Third Party Administrator (TPA) access rights to the School's EZ Tax Express Account administered by the Oklahoma Employment Security Commission (OESC) in order for OSSBA to appropriately administer School's unemployment claims and assist with financial accounting and quarterly contribution reporting. Further, the School agrees to provide OSSBA with access to other information systems administered by the OESC if access is deemed necessary to process unemployment claims on School's behalf.

Term of Agreement: This Service Agreement will be effective for the 2023-2024 fiscal year which ends on June 30, 2024. This Service Agreement may be renewed for a subsequent fiscal year by the Board of Education of the School taking such necessary action.

Revision or termination of Agreement: Either party may revise this Service Agreement with 60 days' written notice to the other party. If either party does not fulfill what it has agreed upon in the above terms, then termination may be made within 30 days' written notice to the other party.

Signed:



Shawn Hime
OSSBA Executive Director

School Board President or Designee
Norman Public Schools 6775

04/17/2022

Date

Date

**Agreement for Mental Health Therapeutic Clinical Services
Between
Norman Public Schools
And
Bethesda, Inc.**

This Agreement for Mental Health Therapeutic Services (Agreement) dated as of the 10th day of May, 2023, is between Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools, herein referred to as "District," and Bethesda;" each a "Party" and collectively referred to as "Parties."

In consideration of the mutual terms, covenants and conditions specified in this Agreement, NPS and Bethesda, Inc. agree as follows:

1. **Mental Health Therapeutic Clinical Services.** Bethesda, Inc. agrees to perform Mental Health Therapeutic Clinical Services and/or intake assessment duties and shall devote such time, skill, and experience towards the performance of these duties as may be required and approved services to the designated NPS student victims of criminal sexual assault as requested during the term of this Agreement. Such services shall be provided on the premises of NPS.
2. **Certification and Licensure.** Bethesda represents and warrants that the clinical staff is Board Certified licensed by the State of Oklahoma. Bethesda, Inc. and shall notify NPS immediately if, for any reason, the Oklahoma license is suspended or if certification is not renewed upon expiration.
3. **Confidentiality.** Therapists agree to adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities. Therapists specifically agree to comply with the provisions of the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA), as well as all applicable laws and regulations related to privacy and security. Therapists acknowledge that she/he may have or obtain access to confidential "education records", as defined by FERPA, and agrees that she/he will not disclose any such education records except to perform duties under this Agreement or as required by law.
4. **Insurance.** Bethesda, Inc. agrees that prior to entering into this Agreement, therapists have obtained a Commercial General Liability (CGL) insurance policy, Professional Liability insurance policy (PL) and Legal Liability insurance policy (LL), each insuring therapist in an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. This agreement maintains that therapist will furnish NPS with certification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, therapist must immediately notify NPS.
5. **Indemnification.** In addition to the requirement of paragraph 4 and not in lieu thereof, Bethesda, Inc. agrees to indemnify and hold NPS and its agents, employees and officers harmless (including defense costs) against any claim, demand or action against NPS arising from Services provided by Bethesda, Inc.
6. **Prior Criminal Convictions.** Bethesda, Inc. hereby certifies that therapist is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders'

Registration Act or the Mary Rippy Violent Offender Registration Act and has not been convicted in this state, the United States, or another state of any felony offense.

7. **Compensation.** NPS agrees to pay Bethesda, Inc. at the rate of \$60.00 per hour for therapeutic face-to-face contact with student performed on a monthly basis. Therapist will provide 8-10 therapeutic counseling sessions then determine if student needs further recommendations outside of the school setting. Therapist and Student Advocacy Coordinators for each feeder school pattern will meet no less than one time per month for one hour to consult on student treatment progress at the rate of \$60.00 an hour. No payment will be made for students who receive services at Bethesda, Inc.
8. Bethesda, Inc. agrees and acknowledges that all invoices, applicable required documentation and time logs shall be submitted to NPS no later than the 10th day of the month following the month in which the Services were provided and that NPS has no obligation to forward payment to Bethesda, Inc. until NPS has been provided with a timely invoice. Invoices shall include, at a minimum, the date of Services, identification of the individual to whom Services were provided with designated student codes developed by Student Advocacy Coordinator, and a brief description of Services as well as the time applicable to each service listing. NPS shall have no obligation to therapist as an employer for withholding and remitting taxes, insurance, FICA, etc. Bethesda, Inc. and not NPS shall be responsible for the payment of any business expenses, such as transportation costs incurred by therapist in the provision of Services hereunder. This Agreement does not apply to extended year services provided to NPS by Bethesda, Inc. This Agreement will be honored for the school calendar days that students are in session. Such extended year Services shall be set forth in a separate agreement between the parties, if applicable.
9. **Term and Termination.** This Agreement is effective as of July 1, 2023 and shall continue in effect through June 30, 2024 (September 30, 2024 end of grant term), unless terminated earlier as provided herein. Either party may terminate this Agreement upon (30) days' written notice with or without cause. The specific starting date for the delivery of Services will be mutually determined by Bethesda, Inc. and NPS.
10. **Independent Contractor Status.** Bethesda, Inc. is acting as an independent contractor and therapist shall not be deemed to be an employee of NPS. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Bethesda, Inc. shall not have the authority to bind, commit or incur any liability on behalf of NPS or to otherwise act in any way as an agent or representative of NPS. In no event will Bethesda, Inc. be entitled to employee benefits or workers compensation coverage from NPS. Further, Bethesda, Inc. affirms it is covered by Workers' Compensation Insurance and shall in no event be entitled to any such coverage from NPS.
11. **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or

orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

12. **Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service. Notices shall be delivered as follows:

To NPS

Norman Public Schools
Dr. Nicholas Migliorino
Superintendent
131 South Flood Avenue
Norman, Oklahoma 73069

To Bethesda, Inc.

Bethesda
Mr. James Chappel
Board President
1181 E. Main Street
Norman, Oklahoma 73071

13. **Miscellaneous.** This agreement embodies the entire agreement and understanding between NPS and Bethesda, Inc. relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws of the State of Oklahoma. This Agreement may be amended only in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. Either party may not assign this Agreement without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

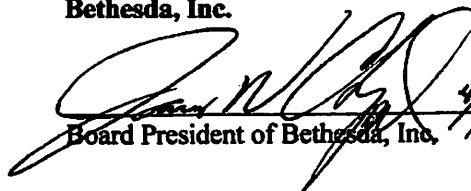
**Independent School District No. 29 Of
Cleveland County, Oklahoma**

Board of Education President

ATTEST:

Board of Education Clerk

**Board President
Bethesda, Inc.**



Board President of Bethesda, Inc. 4/9/2023

AGREEMENT

This Agreement (“**Agreement**”) is made and entered into effective as of the last signature date set forth below, by and between the Committee for Children, a Washington non-profit corporation (“**CFC**” or “**Us**” or “**We**”) and Norman Public Schools (“**District**” or “**You**” or “**Customer**” or “**Licensee**”). CFC and District are each a “**Party**” to this Agreement and together they constitute the “**Parties**” to this Agreement.

BACKGROUND

- A. CFC provides social emotional learning, bullying prevention and child protection resources and implementation and support services.
- B. District has decided to purchase a license to the materials described and itemized on CFC Quote #5036513 dated April 14, 2023 (the “**Quote**”).
- C. The Second Step programs for the License (defined below) are designed for educators and do not collect or process student data. CFC shall provide services and/or supplies as provided in the License, and such other administrative support as CFC customarily provides to its licensed users.

AGREEMENT

NOW, THEREFORE, in consideration of the Background set forth above, the mutual promises made herein, and the compensation when paid in accordance with the invoice to be issued by CFC, the sufficiency of which are hereby acknowledged and agreed, CFC and District mutually agree as follows:

1. Terms of Agreement. By entering into this Agreement, the Parties agree and understand that their entire relationship, and all promises, representations, and understandings and arrangements concerning the details of their relationship shall be governed by this Agreement and the document referenced in this Section 1 (the “**License**”), together with the Quote, each of which is made a part of this Agreement and is hereby incorporated by this reference, including with respect to any hyperlinks included therein, and which more fully set forth the Parties’ respective obligations in connection with the Services, Curriculum, and/or Kits (as described in the License) provided to District:

1.1 The Second Step® K-8 Digital Curriculum License Agreement, including all exhibits and hyperlinked content, as amended from time to time, (the “[Second Step K-8 License](#)”) is set forth below and applies to the Parties’ respective obligations in connection with the Services and Curriculum provided under the Second Step K-8 License.

2. Amendment; Counterparts. The provisions of this Agreement may not be amended except by an agreement in writing signed by both Parties. This Agreement or any amendment may be executed by the Parties in counterparts by exchange of signature pages by mail, facsimile or email (signatures in PDF or similar format), each of which will be deemed an original and all of which will together constitute the same instrument.

[Signatures follow on the page below]

IN WITNESS WHEREOF, the parties have executed this Agreement as of last date of signature set forth below.

COMMITTEE FOR CHILDREN

NORMAN PUBLIC SCHOOLS

DocuSigned by:
Signature: Loretta Corwin
89EFA01BBF1948C...

Signature: _____

Name: Loretta Corwin

Name: _____

Title: Director of Finance

Title: _____

Date: 4/18/2023

Date: _____

Exhibits to this Agreement *(in addition to those incorporated via hyperlink):*

Exhibit A	Quote
Exhibit B	Second Step® K-8 Digital Curriculum License Agreement

Exhibit A: Quote



2815 Second Avenue, Suite 400
 Seattle, WA 98121-3207 USA
 800-634-4449 FAX: 206-343-1445
 orders@cfchildren.org

Quote	
Quote #	5036513
Date	4/14/2023
Customer ID	10112439

Bill To	Ship To
Norman Public Schools 131 South Flood Norman OK 73069 United States	Elizabeth Whittle Norman Public Schools 131 South Flood Norman OK 73069 United States

Requested By	Ship To	Setup Admin	Entered By
Elizabeth Whittle	Elizabeth Whittle	Name: Kitrena Hime Email: khime@norman.k12.ok.us	Casey Escola

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
904101	Second Step Elementary + Second Step Middle School, Multi-Site Pricing, 1-Year Licenses Renewing Subscription ID: 80023366		8/15/2023	7/31/2024	21	\$2,159.00	\$45,339.00
903001	Second Step Elementary + Second Step Middle School, Single-Site Pricing, 1-Year License Renewing Subscription ID: 80023366		8/15/2023	7/31/2024	1	\$0.00	\$0.00

Subtotal	\$45,339.00
Discount	(\$4,533.90)
Shipping & Handling	\$0.00
Sales Tax* (%)	\$0.00
TOTAL	\$40,805.10

Please remit in US Funds.
 Make check payable to: Committee for Children
 *Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please Include quote ID:5036513 on your order to guarantee pricing.

Exhibit B: Second Step® K-8 Digital Curriculum License Agreement

Second Step® K-8 Digital Curriculum License Agreement

Last Updated: March 2021

Applies if first use is on or after March 15, 2021

This Digital Curriculum License Agreement (“**Agreement**”) governs your access and use of the online service and support (the “**Service**”) that allows you and an educator accessing the Service on behalf of your organization in an authorized classroom (each an “**Authorized User**”) to access Second Step Elementary and Second Step Middle School (together, also referred to as “**Second Step K-8**”) digital lessons, videos, supplemental and related activities, professional learning, an administrative dashboard, and other resources (collectively, the “**Curriculum**”) and your use and the use by Authorized Users of the Curriculum provided by Committee for Children (“**Committee for Children**,” “**CFC**,” “**we**,” or “**us**”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE AND USE BY AUTHORIZED USERS OF THE SERVICE AND THE CURRICULUM. BY ACCESSING OR USING THE SERVICE OR USING THE CURRICULUM AND BY PERMITTING AUTHORIZED USERS TO DO SO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR [DATA PROCESSING ADDENDUM](#) AND OUR [TERMS OF USE](#), BOTH OF WHICH ARE INCORPORATED BY THIS REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR OUR DATA PROCESSING ADDENDUM AND/OR OUR TERMS OF USE, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR THE CURRICULUM. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms in this Agreement shall prevail. The Data Processing Addendum is Exhibit A to this Agreement.

1. Consent to Electronic Communications; Eligibility. CFC may be required by law to send communications to you that pertain to the Service or the Curriculum and your use thereof. You consent to receive these communications electronically (e.g., via email, through the CFC websites, or via the Service) in accordance with our [Privacy Policy](#). You must be at least 18 years of age to access or use the Service or the Curriculum. By using the Service or the Curriculum, you represent and warrant that you (a) are 18 years of age or older; (b) have not been previously suspended or removed from the Service or engaged in any activity that could result in suspension or removal from the Service; (c) have the full power and authority to enter into this Agreement and in so doing will not violate any other agreement to which you are a party; (d) are not barred from receiving or using the Service or the Curriculum under the laws of the United States or any other applicable jurisdiction; and (e) to the extent that you make available the Service or the Curriculum to an Authorized User, you will ensure that each Authorized User meets the above eligibility requirements and acts in accordance with this Agreement, including the Terms of Use, and you will be responsible for the acts and omissions of each Authorized User under this Agreement. You further represent and warrant that you are authorized to agree to the terms of this Agreement and our Terms of Use on behalf of any and all Authorized Users. If you are accessing or using the Service or the Curriculum on behalf of another person or entity, you represent that you are authorized to accept this Agreement and our Terms of Use on that person or entity’s

CFC Second Step K-8 Digital License Agreement v11

behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates this Agreement or our Terms of Use.

2. Scope of License to the Service.

2.1. License to Service and Curriculum. Subject to the terms and conditions of this Agreement, CFC grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during your Subscription to (i) access and use the Service and the Curriculum and any associated documentation and information provided by CFC online via CFC's website(s) or, in the case of downloadable portions of the Curriculum, via a hosted, password protected platform owned and controlled by an authorized school district or school used to deliver such portions of the Curriculum to Authorized Users, (ii) display and perform the Service and the Curriculum, and (iii) download, use, copy and distribute the downloadable portions of the Curriculum and permit Authorized Users to download, copy and use the same; all of the foregoing solely for your own or an Authorized User's internal, noncommercial use and solely for purposes of (y) real-time, synchronous, in-person classroom instruction and (z) real-time, synchronous remote video instruction over a secure, locked, password-protected service. Any CFC updates or upgrades to the Service or Curriculum, including any updates or upgrades that supplement or replace the original Service or Curriculum shall also be governed by this Agreement unless separate license terms accompany such updates or upgrades, in which case such separate terms will govern in the event of a conflict between such separate terms and this Agreement or as otherwise provided in such separate terms. We reserve the right, but shall have no obligation, in our sole discretion, to modify, update, upgrade or otherwise make changes, modifications, alterations, additions to or deletions from the Service and the Curriculum and to change, modify, alter, add to, or eliminate features, functionality or components from the Service or Curriculum at any time without notice and without obligation or liability to you.

2.2. Rights to Your Data. You agree that, in order to provide the Service and the Curriculum, CFC may process, transfer, use, store, transmit, display, and modify the data provided to CFC by you, including data that relates to you and your Authorized Users ("**Your Data**"). To the extent that CFC processes Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) contained within Your Data in connection with this Agreement, it will be subject to the Data Processing Addendum. As between you and CFC, you retain all right, title and interest in and to Your Data. You also acknowledge and agree that, where not prohibited by applicable law, CFC may deidentify and aggregate technical, usage, and other data about you and your Authorized Users' use of the Service and the Curriculum ("**Aggregated Data**"). CFC may use the Aggregated Data to analyze, improve, support and operate the Service and the Curriculum and otherwise for any business purpose, during and after the term of this Agreement. For clarity, Aggregated Data excludes any Personal Data (as defined in the Data Processing Addendum attached hereto as

Exhibit A) and will not identify you, your school, or district. Aggregated Data will not be considered Your Data.

3. License Restrictions. The rights granted in Section 2.1 of this Agreement constitute the entirety of your rights with respect to the Service and the Curriculum and CFC reserves all rights in and to the Service and the Curriculum not expressly granted to you in this Agreement. The license granted to you in Section 2.1 is for internal purposes only and does not allow you or any Authorized User to do any of the following: (a) except as specifically provided in Section 2.1, permit or authorize any third party (other than an Authorized User) to access or use the Service; (b) use the Service or Curriculum on any device you do not own or control; (c) reverse engineer, decompile, disassemble or attempt to discover any source code or trade secrets related to the Service or any proprietary materials of CFC; (d) modify, alter or create any derivative works of the Service or the Curriculum; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Service or the Curriculum; (f) use or incorporate your trademark(s) or other proprietary notice(s) or any third party trademark(s) or other proprietary notice(s) on, in or in connection with the Service or the Curriculum or to suggest or imply any association between you or any third party and CFC or the Service or the Curriculum; (g) work around any technical limitations in the Service; (h) combine, integrate into or with, or otherwise connect for any purpose the Service or the Curriculum with your goods or services or any third-party goods or services (other than the hosting of the Service on an authorized school district or school platform used to deliver the Service and the Curriculum to Authorized Users) or (i) use the Service or the Curriculum for purposes other than those for which it was designed or permitted under this Agreement, including, but not limited to, for purposes of downloading or distributing the Curriculum or any other content made available via the Service (except as provided in Section 2.1). Unless stated in this Agreement or otherwise by CFC, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication, statute or otherwise. If you or any Authorized User breach any of these restrictions, you may be subject to prosecution and damages. The license granted in Section 2.1 is revocable at any time.

4. Ownership of the Service and the Curriculum. The Service and the Curriculum are licensed, not sold, subject to the terms of this Agreement. The Service and the Curriculum are valuable property of CFC and our licensors and are protected by copyright and other intellectual property laws and treaties. CFC, and our licensors, own all right, title, and interest in and to the Service and the Curriculum, including all copyright and other intellectual property rights therein.

5. Payment Terms.

5.1 Subscriptions. We offer different subscription plans for access and use of the Service and the Curriculum (each, a "Subscription"), on an annual or other periodic basis, all as specified on [the Service site](#).

WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE

THAT (A) CFC (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU IN FULL OR ON A PERIODIC BASIS (AS SELECTED BY YOU VIA THE SERVICE) FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) IN ADVANCE; AND (B) YOUR SUBSCRIPTION WILL CONTINUE THROUGH THE APPLICABLE SUBSCRIPTION TERM UNLESS WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT.

5.2 Cancellation Policy. YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY CALLING COMMITTEE FOR CHILDREN AT THE NUMBER INDICATED ON OUR [CONTACT US](#) PAGE. IF YOU CANCEL YOUR SUBSCRIPTION WITHIN NINETY (90) DAYS OF PURCHASE, YOU WILL RECEIVE A FULL REFUND. COMMITTEE FOR CHILDREN HAS NO OBLIGATION TO REFUND ANY AMOUNTS FOR SUBSCRIPTIONS CANCELLED MORE THAN NINETY (90) DAYS AFTER PURCHASE.

5.3 Free or Promotional Trials. From time to time, to the extent legally permitted, we may offer free or reduced rate promotional trials of certain Subscriptions for specified periods of time without payment or for a reduced promotional price. If we offer you a free or promotional trial, the specific terms of your free trial will be provided in the marketing materials describing the particular trial, during the registration process on [SecondStep.org](#), or when the code for the trial is entered on [SecondStep.org](#). ONCE YOUR FREE OR REDUCED-RATE PROMOTIONAL TRIAL ENDS, YOUR ACCESS TO AND RIGHT TO USE FOR ALL PURPOSES THE SERVICE AND THE CURRICULUM WILL AUTOMATICALLY END AS WELL, WITHOUT NOTICE FROM US. AT SUCH TIME (OR AT ANYTIME BEFORE THE END OF YOUR FREE OR REDUCED RATE PROMOTIONAL TRIAL), YOU HAVE THE OPTION TO PURCHASE A SUBSCRIPTION THROUGH THE PROCESS DESCRIBED IN THIS AGREEMENT. WE RESERVE THE RIGHT TO MODIFY OR TERMINATE FREE OR REDUCED-RATE PROMOTIONAL TRIALS AT ANY TIME, WITHOUT NOTICE, AND IN OUR SOLE DISCRETION.

5.4 Payment and Billing Information. By providing a payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you permit us (or our third party payment processor) to charge your payment method for the total amount of your Subscription or other purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change or update payment information associated with your account, you can do so by calling, emailing or otherwise contacting us to adjust or edit your payment information. You acknowledge that the amount billed may vary due to promotional offers, changes to your Subscription or changes in applicable taxes or other charges, and you authorize us (or our third party payment processor) to charge your payment method for the corresponding amount.

5.5 Pricing and Availability. All prices are shown in US dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Subscription, we will provide advance notice of such changes. We will not, however, be required to notify you of changes in any applicable taxes. All of our Service, Curriculum and Subscriptions are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, or to discontinue offering certain Service, Curriculum or Subscriptions without prior notice, even if you have already placed an order.

5.6 Taxes. You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of a Subscription. We will collect applicable sales tax if we determine that we have a duty to collect sales tax. We will present any taxes that we are required to collect on your invoice, but note that actual taxes charged may be adjusted from the amount shown on the invoice. Several factors may cause this, such as variances between processor programs and changes in tax rates.

6. Your Privacy Obligations. You represent and warrant that: (a) that you have sufficient rights in Your Data to grant the rights granted to CFC in Section 2.2; (b) all of Your Data provided in connection with the Service and the Curriculum is and will remain accurate and complete, and you will maintain and update such data as needed; (b) all of Your Data has been collected in accordance with Applicable Law (as defined in the Data Processing Addendum) including the provision of any required notice and the collection of any required consents necessary for CFC's provision of the Service and the Curriculum; and (c) CFC's use of Your Data in accordance with this Agreement and on your instructions will not cause CFC to violate any Applicable Law. .

7. Feedback. You may provide CFC with comments, suggestions, observations, information, and other feedback regarding the performance, features, and functionality of the Service, including in response to any surveys or questions posed by CFC (collectively, "Feedback"). To the extent you voluntarily provide Feedback, you understand and agree that the Service-related and Curriculum-related data and information obtained or collected by CFC in connection with such access will be non-confidential and part of any Feedback you provide under this Agreement. CFC will own exclusive rights, including, without limitation, all intellectual property rights, in and to all Feedback and any resulting upgrades, updates, modifications, alterations, additions or changes to the Service or the Curriculum based on the Feedback, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. Support Resources. CFC may provide certain support or maintenance resources for the Service and/or the Curriculum during your Subscription. If you have any questions regarding the Service or the Curriculum, please contact CFC at 800-634-4449 or support@cfchildren.org.

9. No Warranty. IN ADDITION TO THE WARRANTY DISCLAIMERS IN OUR TERMS OF USE, YOU ACKNOWLEDGE AND AGREE THAT (A) THE SERVICE OR THE CURRICULUM MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) ACCESS AND USE OF THE SERVICE AND THE CURRICULUM IS AT YOUR SOLE RISK; (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; AND (D) YOU SHALL HAVE NO CLAIM AGAINST CFC OR RIGHT TO ANY REFUND FOR ANY UPDATE, UPGRADE, MODIFICATION, ALTERATION, CHANGE, ADDITION TO OR DELETION FROM THE SERVICE OR THE CURRICULUM OR WITH RESPECT TO ANY FEATURE, FUNCTIONALITY OR COMPONENT OF THE SERVICE OR THE CURRICULUM. CFC SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE SERVICE OR THE CURRICULUM OR FOR ANY LOSS OF DATA. CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE CURRICULUM WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (COLLECTIVELY, "FAULTS") OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, STATEMENT, REPRESENTATION OR ADVICE GIVEN BY CFC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS ABOVE AND IN OUR TERMS OF USE MAY NOT APPLY TO YOU.

10. Limitation of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY IN OUR TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ANY OF THE OTHER CFC PARTIES (AS DEFINED IN OUR TERMS OF USE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OR THE ACCESS OR USE BY ANY AUTHORIZED USER OF THE SERVICE OR THE CURRICULUM (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE OR THE RELIANCE BY AUTHORIZED USERS ON ANY INFORMATION OBTAINED FROM CFC, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, FAULTS, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CFC'S RECORDS, PROGRAMS OR SYSTEMS), AND EVEN IF CFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALL LIMITATIONS OF LIABILITY UNDER SECTION 10 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

11. Indemnification. In addition to your indemnification obligations set forth in our Terms of Use, to the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless CFC Parties from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to (a) your access to or use of the Services and Curriculum; (b) your violation of this Agreement; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (d) an Authorized Users' access to or use of the Services and Curriculum or violation of this Agreement; or (e) Your Data (including, without limitation, the violation of any Applicable Law). You agree to promptly notify the CFC Parties of any third-party Claims, cooperate with CFC Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the CFC Parties will have control of the defense or settlement, at CFC's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and CFC or the other CFC Parties.

12. Term and Termination; Survival. The license granted under Section 2 shall be in effect from the date you first access the Service until the end of your Subscription. Either party may terminate this Agreement at any time, with or without cause, by providing written notice (email is sufficient) of termination to the other party. Upon such termination, the license granted under Section 2.1 will automatically terminate and you must promptly: (a) cease accessing and using the Service and any information related to the Service; and (b) destroy all information related to the Service in your possession or control. The following sections of this Agreement will survive any termination or expiration of this Agreement: Sections 1, 2.2, 3–15 and Exhibit A, Data Processing Addendum.

13. Severability. If any term, clause, or provision of this Agreement is held invalid or unenforceable, then that term, clause, or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of this Agreement.

14. Miscellaneous. This Agreement (including the Data Processing Addendum), together with CFC's Terms of Use and Privacy Policy (as applicable), constitute the entire agreement between CFC and you regarding your Subscription and use of the Service and the Curriculum. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN KING COUNTY, WASHINGTON.

15. Contact. If you have any questions or concerns regarding the Service or this Agreement, please contact CFC by email at support@cfchildren.org or by mail or phone at:

Committee for Children
2815 Second Ave., Suite 400
Seattle, WA 98121
800-634-4449

**Exhibit A to Second Step® K-8 Digital Curriculum License Agreement
DATA PROCESSING ADDENDUM**

Last Updated: March 2021

Applies if first use is on or after March 15, 2021

This Data Processing Addendum (“Addendum”) supplements the Second Step® K-8 Digital Curriculum License Agreement (the “Agreement”), between You (“Customer”) and Committee for Children (“CFC”), is effective as of the date You begin to implement use of the Services and Curriculum as defined in the Agreement (the “Effective Date”), and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreement. In the event of any inconsistency or conflict between this Addendum and the Agreement, this Addendum will govern. Customer and CFC agree as follows:

1. **Personal Information.** In connection with providing the Service and the Curriculum under the Agreement, CFC will be Processing Personal Information on behalf of Customer. “Personal Information” means information that relates, directly or indirectly, to an identified or identifiable person (a “Data Subject”), which may include names, email addresses, postal addresses, or online identifiers, that Customer provides or submits in connection with the Agreement. For the avoidance of doubt “Personal Information” includes all information that falls under the definition of “Personally Identifiable Information” as that term is defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. §1232, 34 C.F.R. Part 99 (“FERPA”). As between Customer and CFC, all Personal Information is the sole and exclusive property of Customer.
2. **CFC and Customer Responsibilities.** The parties acknowledge and agree that: (a) CFC is a processor and/or service provider, as applicable, with respect to Personal Information under Applicable Law (defined below); (b) Customer is a controller and/or business with respect to Personal Information under Applicable Law; and (c) each party will comply with the obligations applicable to it under Applicable Law with respect to the Processing of Personal Information.
3. **CFC Responsibilities.** “Process” or “Processing” means any operation or set of operations which is performed on Personal Information, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Personal Information. As a part of providing the Curriculum and the Service under the Agreement, CFC will:
 - (a) Process Personal Information solely in accordance with Customer’s documented instructions, including as contained within the Agreement and as necessary to provide the Curriculum and the Service. Without limiting the foregoing, CFC will not: (i) collect, retain, use, or disclose Personal Information for any purpose other than as necessary for the specific purpose of performing the Service and providing the Curriculum, or as described in the Agreement, including use of the Personal Information for a commercial purpose other than providing the Service and the Curriculum; and (ii) sell the Personal Information;
 - (b) Process Personal Information in accordance with laws, rules, and regulations that apply to CFC’s provision of the Service and the Curriculum under the Agreement, including, as applicable, the California Consumer Privacy Act (“CCPA”), FERPA, the Children’s Internet Protection Act, Pub. L. 106-

554 (the "CIPA"), the Protection of Pupil Rights Amendment Act, 20 U.S.C. §1232h, 34 C.F.R. Part 98 (the "PPRA"), and Washington's Public Records Act (the "PRA"), Chapter 42.56 RCW (collectively, "Applicable Law");

(c) not disclose Personal Information to any third party without first, except to the extent prohibited by Applicable Law, (i) notifying Customer of the anticipated disclosure (so as to provide Customer the opportunity to oppose the disclosure and obtain a protective order or seek other relief); (ii) obtaining Customer's prior consent to the disclosure; or (iii) imposing contractual obligations on the third party recipient that are at least reasonably equivalent to those obligations imposed on CFC under this Addendum;

(d) amend, correct, or erase Personal Information at Customer's reasonable written request and provide a means for Customer to update and make accurate Personal Information Processed by CFC;

(e) notify Customer of any third party request (by a Data Subject or otherwise) to (i) restrict the Processing of Personal Information; (ii) port Personal Information to a third party; or (iii) access, rectify, or erase Personal Information. CFC will use commercially reasonable efforts to assist Customer, at Customer's reasonable written request and expense, in complying with Customer's obligations to respond to requests and complaints directed to Customer with respect to Personal Information Processed by CFC;

(f) ensure that CFC personnel Processing Personal Information are subject to obligations of confidentiality; and

(g) keep Personal Information logically distinct from other information of CFC or its personnel, suppliers, customers or other third parties.

CFC will use commercially reasonable efforts to inform Customer if CFC becomes aware or reasonably suspects that Customer's instructions regarding the Processing of Personal Information may breach any Applicable Law.

4. **CFC's Processing of Education Records.** With respect to CFC's Processing of Personal Information contained within Education Records (as defined within FERPA), CFC agrees that in performing its obligations under this Addendum, (1) CFC is acting as a "School Official," as that term is used in FERPA, by providing, developing, or evaluating educational products or services to Customer and Customer's students as described in the Agreement. Without limiting the generality of the foregoing, CFC will comply with applicable obligations related to education records and Personal Information, and will use the educational records and Personal Information of Customer's students only to the extent necessary to fulfill the specific purpose of this Addendum and the Agreement. CFC is under the direct control of Customer with respect to the use and maintenance of education records including, but not limited to, 34 C.F.R. §99.33, when using and re-disclosing Personal Information. CFC shall at all times reasonably comply with relevant policies or procedures of Customer relating to FERPA, privacy, minors, the protection of data, and the like, to the extent that such policies or procedures are not inconsistent with this Addendum, including, but not limited to, Customer's privacy statements.

(a) *Production of Education Records.* During the Term, CFC shall after its receipt of a written request from Customer, produce to Customer any data, whether electronic or hard copy, that is in the possession of CFC and that constitutes an education record of a student of Customer. CFC shall not be

required to comply with the foregoing if the requested record(s) is/are also in the possession of Customer.

(b) *Return of Education Records.* Unless CFC obtains Customer's written consent to the contrary, then reasonably promptly after the expiration of the Term or sooner termination of the Agreement, CFC shall return to Customer all data in its possession, whether electronic or hard copy, that contains or constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if CFC has no such data; or (b) the Customer already has access to such data and that such access shall continue indefinitely.

(c) *Destruction of Education Records.* During the Term, CFC shall not destroy any record that constitutes or contains Personal Information or an education record. After the expiration or sooner termination of the Agreement, CFC shall not destroy any record that constitutes or contains Personal Information or an education record of a student of Customer under FERPA without providing advance written notice to Customer.

(d) *Retention of Education Records.* After the expiration or sooner termination of the Agreement, CFC may retain data obtained as a result of this Addendum and the Agreement to the extent required to comply with applicable law or CFC's recordkeeping policies, or such data that is fully "de-identified," which, for the purpose of this Addendum, means that it has been stripped of all direct and indirect student identifiers and does not constitute "Personally Identifiable Information" under FERPA.

5. **Subcontractors.** CFC will not engage another processor to process Customer's Personal Information without authorization from Customer, which Customer hereby provides. Customer hereby provides its general written authorization for CFC's use of subcontractors to Process Personal Information on behalf of Customer.
6. **Security Safeguards.** CFC will use commercially reasonable efforts to implement and maintain appropriate technical and organizational measures consistent with industry standards to protect and ensure the confidentiality, integrity, and availability of Personal Information.
7. **Security Breach.** If CFC becomes aware of any actual Security Breach (defined below), CFC will take commercially reasonable efforts to, without undue delay: (a) notify Customer of the Security Breach and any third-party legal processes relating to the Security Breach; and (b) help Customer investigate, remediate, and take any action required under Applicable Law regarding the Security Breach. "Security Breach" means any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of Personal Information under CFC's possession or control. The obligations in this Section do not apply to incidents that are caused by Customer or Customer's personnel or Authorized Users.
8. **Return or Destruction of Personal Information.** Upon written request by Customer or when CFC no longer is required to Process Personal Information to fulfill its obligations under the Agreement, CFC will use commercially reasonable efforts to (a) cease all use of Personal Information; and (b) return all Personal Information to Customer or, at Customer's option, destroy all Personal Information and all copies thereof, except to the extent that CFC is required under Applicable Law to keep a copy of Personal Information for a specified period of time.
9. **DISCLAIMER.** CFC MAKES NO REPRESENTATION OR WARRANTY THAT THIS ADDENDUM IS LEGALLY SUFFICIENT TO MEET CUSTOMER'S NEEDS UNDER APPLICABLE LAW, INCLUDING THE CCPA, FERPA,

CIPA, PPRA AND PRA. CFC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, THROUGH A COURSE OF DEALING, OR OTHERWISE THAT THIS ADDENDUM WILL COMPLY WITH OR SATISFY ANY OF CUSTOMER'S OBLIGATIONS UNDER APPLICABLE LAW. CUSTOMER FULLY UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL OF ITS OBLIGATIONS IMPOSED BY APPLICABLE LAW. THE PARTIES AGREE THAT THERE WILL BE NO PRESUMPTION THAT ANY AMBIGUITIES IN THIS ADDENDUM WILL BE CONSTRUED OR INTERPRETED AGAINST THE DRAFTER.



AGREEMENT
ASSISTANCE LEAGUE® NORMAN
AND
NORMAN PUBLIC SCHOOLS
2023-2024

This Agreement is entered into by ASSISTANCE LEAGUE NORMAN, a chapter of NATIONAL ASSISTANCE LEAGUE, located 809 Wall street, Norman, Oklahoma, 73069 and Norman Public Schools, located 131 South Flood, Norman, Oklahoma, 73069. Assistance League Norman through its philanthropic program OPERATION SCHOOL BELL® provides clothing for qualified residents of Norman who are attending Norman Public Schools. Norman Public Schools agrees to provide transportation to and from OPERATION SCHOOL BELL. Norman Public Schools will also provide supervision of students while the students are being served by OPERATION SCHOOL BELL.

I. OBLIGATIONS OF ASSISTANCE LEAGUE NORMAN

- A. ASSISTANCE LEAGUE NORMAN agrees to provide school clothing to qualified students who reside in Norman and attend a Norman Public School on a full time basis.
- B. OPERATION SCHOOL BELL services are to be provided by members or representatives of ASSISTANCE LEAGUE NORMAN at the OPERATION SCHOOL BELL facility located 809 Wall Street, Norman, Oklahoma 73069 or at an agreed upon location.
- C. ASSISTANCE LEAGUE NORMAN retains the right to either re-schedule or cancel appointments of students who arrive late. OPERATION SCHOOL BELL shall be closed during school vacation days, the first Thursday of each month, the Thursday of OU/Texas football game, Fall Break, and any other days mutually agreed upon by ASSISTANCE LEAGUE NORMAN and Norman Public Schools.
- D. Financial support of the purchase of clothing for this project shall be provided by ASSISTANCE LEAGUE NORMAN budget. For this reason, ASSISTANCE LEAGUE NORMAN reserves the right to change the quantity of clothing provided and to limit the number of children to be served by OPERATION SCHOOL BELL. Financial contributions to this project by ASSISTANCE LEAGUE NORMAN shall be made only as stipulated in the terms of this agreement.
- E. ASSISTANCE LEAGUE NORMAN shall maintain adequate liability insurance coverage in an amount not less than \$300,000.00 for this project~~2023~~24

II. OBLIGATIONS OF NORMAN PUBLIC SCHOOLS

A. Qualifications of a student to receive OPERATION SCHOOL BELL services shall be determined by the student's teacher, counselor, or principal using the Eligibility Guidelines, prior to the referral of the student to OPERATION SCHOOL BELL.

B. Norman Public Schools shall schedule schools and students participating in OPERATION SCHOOL BELL in coordination with ASSISTANCE LEAGUE NORMAN.

C. Norman Public Schools employees shall be responsible for directly supervising students while students are being fitted for clothing at OPERATION SCHOOL BELL.

D. Norman Public Schools shall be responsible for transporting students to OPERATION SCHOOL BELL.

E. Norman Public Schools agrees OPERATION SCHOOL BELL, administered by ASSISTANCE LEAGUE NORMAN shall have approval in writing all forms or correspondence to be sent to students or parents/guardians which refer to ASSISTANCE LEAGUE NORMAN or OPERATION SCHOOL BELL.

F. Norman Public Schools Counselors who are responsible for scheduling students to be served by OPERATION SCHOOL BELL shall attend a workshop conducted by ASSISTANCE LEAGUE NORMAN at OPERATION SCHOOL BELL prior to the first day of OPERATION SCHOOL BELL.

G. Norman Public Schools shall maintain adequate liability insurance coverage.

III. PUBLIC RELATIONS

A. ASSISTANCE LEAGUE NORMAN shall have sole identification with OPERATION SCHOOL BELL

B. ASSISTANCE LEAGUE NORMAN shall have complete control of all publicity releases, brochures and other written material connected with this project.

C. Written approval shall be received of those directly involved before use of names, electronic, Social media or a visual format is used by ASSISTANCE LEAGUE NORMAN

IV. RENEWAL AND TERMINATION

It is the intent of ASSISTANCE LEAGUE NORMAN to continue this project for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this Agreement, it may terminate this Agreement by giving thirty days' written notice to the other party. In the case of termination, all assets shall return to their rightful owners as set forth in the Agreement and neither party shall have any further obligation thereafter.

My signature below indicates that I accept and agree to the terms of this Agreement and I have authority to enter into this Agreement on behalf of the organization I represent. This Agreement shall be in effect from June 30, 2023 through June 30, 2024.

Norman Public Schools Board Of Education

Date

CG Small

President, Assistance League Norman

4/13/2023

Date

Barbara Fitzgerald

Recording Secretary, Assistance League Norman

4/6/2023

Date

Maureen Crook

VP Programs, Assistance League Norman

4/6/2023

Date

**Agreement for Mental Health Partnership
Between Norman Public Schools and
Central Oklahoma Community Mental Health**

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into on this ____ day of May 2023 by and between **Central Oklahoma Community Mental Health Center** (here after referred to as “Agency”) and **Norman Public Schools** (here after referred to as “NPS”).

This Memorandum of Understanding, hereinafter referred to as “MOU,” shall stand as evidence that, **Central Oklahoma Community Mental Health Center**, hereinafter referred to as AGENCY, agrees to work with **NPS**, which serves as the lead local education agency. To this end, each entity, agency and/or organization agrees to develop a central “no wrong door” crisis and service access system for students experiencing mental health crisis and/or require additional outpatient services and support, assist school personnel with being able to identify students at risk for emotional or behavioral health challenges, and promote a positive school environment.

Responsibilities:

AGENCY will be the mental health provider ensuring professionally competent and responsive practices, which may include, but are not limited to:

- Serving as the centralized access point for individuals and families seeking crisis services and support; and additional outpatient behavioral health services;
- Conduct standardized initial screening and assessments for youth needing services,
- Working with school administration and student’s legal guardian to ensure coordination of higher levels of care,
- Provide school-based services to clients actively enrolled in outpatient behavioral health services,
- Behavioral health training and consultation as agreed upon by the AGENCY administration, which may include information on evidence-based practices, accessing crisis services through 988 or Youth Mobile Crisis Response,
- Supporting district wide crisis response planning,
- Facilitating district wide in-service behavioral health training as mutually agreed upon by both parties,
- Communicating and collaborating with partner agencies; and
- Protecting the privacy of student information and educational records in accordance with Family Educational Rights and Privacy Act of 1974, as amended (FERPA), HIPAA, Part 2 and Oklahoma Law.

NPS will be the lead local education agency ensuring students and families are referred to crisis services when needed, and additional services and support, which may include, but are not limited to:

- Supporting efforts to centralize access for individuals and families seeking crisis services and support; and additional behavioral health services,
- Contacting AGENCY personnel any time a student is experiencing a mental health or substance related crisis,
- Ensuring a confidential location where student can receive crisis screening and assessment,
- Notifying student’s legal guardian that a crisis screening is/was provided and the rationale for why the screening was necessary,
- Working with AGENCY and student’s legal guardian to ensure coordination of higher levels of care,
- Provide AGENCY staff access to client’s actively enrolled in outpatient behavioral health services through the partnering AGENCY,
- Promote parental involvement in collaboration with AGENCY,
- Protecting the privacy of student information and educational records in accordance with Family Educational Rights and Privacy Act of 1974, as amended (FERPA) and Oklahoma Law; and

- Demonstrating “good faith” efforts to improve cross-system collaboration and sustain inter-agency cooperation through in-service training and consultation.

Additional and On-Going Obligations of Parties:

NPS and AGENCY will jointly review the crisis response protocol and working agreements every two (2) years and consider any updates necessary to better meet the needs of students. NPS and AGENCY will include a review process for information gathered from the Oklahoma Prevention Needs Assessment (OPNA), or an alternative survey, for the purpose of providing direction to effectively improve the lives of students regarding a variety of mental, emotional, and behavioral health issues. Beginning in the 2023-2024 school year, and biennially thereafter, NPS will administer the OPNA, or an alternative survey as approved by the Oklahoma Department of Mental Health and Substance Abuse Services.

NPS School Administration shall submit the latest protocol and MOU to the Oklahoma Department of Education.

Term and Termination:

The initial term of this Agreement shall commence on the Effective Date and shall continue through June 30, 2024. Thereafter, all changes to the protocol (not to include supporting school district forms and documents found in the appendix) and MOU will need to be signed by the School Board and AGENCY officials and submitted to the Oklahoma Department of Education by School Administration. Either party may terminate this Agreement with 60 days' notice, with or without cause, with or without a hearing, by providing written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of first set forth above. Each individual signing below represents and warrants that she/he is a duly authorized individual with authority to bind her/his respective party.

AUTHORIZED SIGNATURES

Norman Public Schools:

(Print) Name: _____

Title: _____

Signature: _____

Date: _____

Central Oklahoma CMHC/CCBHC:

(Print) Name: _____

Title: _____

Signature: _____

Date: _____



Canva for Education Order Form

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

Contact Information

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

Order


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

Terms & Conditions

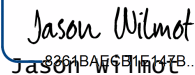
This Order Form is governed by the terms of the Canva Subscription Service Agreement updated on November 5, 2021 and available at: <https://www.canva.com/policies/enterprise-ssa/>. All references to 'Customer' in the Subscription Service Agreement shall mean and refer to Educational Institution. The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

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

Customer

Signature 
 Name **Dr Daniel Snell**
 Title **Board President**
 Date **3-7-2022**

Canva US, Inc. DocuSigned by:

Signature 
 Name **Jason Wilnot**
 Title **Head of Education**
 Date **March 9, 2022**

Canva for Education Addendum

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

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

- 1.1. Notwithstanding anything herein to the contrary, the Initial Subscription Term shall be from the Effective Date until June 30, 2022. The remaining 32 months of the Subscription Term will begin on July 1, 2022, upon the parties' mutual agreement in accordance with Section 1.5 below.
- 1.2. The indemnification obligations in Section 9.2 apply only to the extent permitted by applicable law.
- 1.3. The Limitation of Liability clauses set forth in Section 8 shall be replaced with the following:

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

- 1.4. The Governing Law and Jurisdiction provision in Section 11.2 is removed. The Subscription Service Agreement is governed by the laws of the state or province in which the Educational Institution is located.
- 1.5. The automatic renewal provision in Section 10.2 is removed. Section 10.2 is revised to state the following: The Subscription Term shall be specified in the relevant Order Form. Renewal of this Agreement shall be upon mutual ratification of both parties. An Educational Institution may terminate the Agreement at any time at its convenience by providing Canva with thirty (30) day notice.
- 1.6. To the extent applicable, Customer will obtain any necessary parent or guardian consent for a student to use Canva for Education prior to inviting a student to the Canva classroom in accordance with applicable laws, including without limitation the Children's Online Privacy Protection Act ("COPPA").
- 1.7. Customer will only use, and only permit its students to use, Canva for Education (and all content and media incorporated therein) for educational purposes.
- 1.8. The definition of Licensed User in Section 1.5 of the Agreement is revised to state that Licensed Users may include Educational Institution's students, staff, and faculty.

RESOLUTION

Be it resolved that the governing board for Norman Public School District - (139798)

1. Authorizes the filing of FCC Form 471, Schools and Libraries Universal Service Program Services Ordered for the fiscal year 07/01/2023-06/30/2024.
2. Authorizes payment of the applicant's share subject to the following conditions:
 - (1) approval of funding of the discounted portion by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) and
 - (2) receipt of services during the fiscal year 07/01/2023-06/30/2024.

Application #	Name	Pre-Discount Amount	E-Rate Amount	Applicant's Share
231028049	NORM 2023-C1	\$487,708.80	\$390,167.04	\$97,541.76

Signature: _____ Date: _____

Printed Name: _____ Title: _____

EQUIPMENT LEASE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into on the 3rd day of June 2019, by and between Independent School District Number Twenty-Nine of Cleveland County Oklahoma ("NPS") and Oklahoma Copier Solutions ("Lessor"), with an effective date of July 1, 2023.

RECITALS:

- On February 6,2019, NPS issued Request for Proposal No. 2019003 (the "Original RFP"), which requested interested vendors to submit proposals for the lease and maintenance of multifunction devices ("MFD") necessary to enable NPS to establish a successful document management program.
- On February 11,2019, interested vendors and NPS participated in a mandatory meeting which was followed by numerous questions being asked by proposed vendors.
- On February 26,2019, as a result of questions asked during the mandatory meeting and upon completion of the inquiry phase, NPS issued Amendment No. 1 to the Original RFP (hereafter, the Original RFP and Amendment No. 1 shall be referred to as the "RFP").
- On March 5,2019, companies submitted sealed proposals to NPS.
- Lessor's Proposal to the RFP (the "Proposal") was the lowest of all proposals submitted by NPS.
- Lessor is capable and qualified to provide, repair and maintain the MFDs necessary to enable NPS to establish a successful document management program. Hereafter, the MFDs and the maintenance services described in the RFP and the Proposal shall be referred to together as the "MFDs and Maintenance Services."

NOW THEREFORE, in consideration of the covenants and agreements set forth in the RFP, the Proposal and this Equipment Lease and Maintenance Agreement (the "Contract"), the parties agree:

- NPS accepts Lessor's Proposal to provide the MFDs and Maintenance Services. In addition to the required technological specifications for each MFD described in the RFP, each MFD provided by Lessor shall have color scanning capability.
- NPS shall determine the sites to which each size of the MFDs shall be delivered and maintained by Lessor.
- A specific description (including without limitation the model number) of each MFD

to be provided by Lessor is described on pages 12,13,14 and 15 of the Proposal which is attached as Exhibit C and incorporated herein by reference.

- MONTHLY PAYMENTS.
- Lease of MFDs. Commencing August 1, 2019, and continuing on the same day each month during the term of this Contract, NPS shall pay to Lessor the total sum of the lease of the MFDs which will be determined after assessment completed by NPS and Lessor, as more specifically described on pages 12-15 of Exhibit C. This amount is itemized as follows:

80 multi-function devices more or less

- Large Volume Copiers for \$116.00 per MFD per month;
- Medium Volume Copiers for \$106.00 per MFD per month;
- Small Volume Copiers for \$64.00 per MFD per month;
- Color Multi-Function Copiers for \$100.00 per MFD per month;
- Holepunch Option \$5 per MFD per month;
- Fax Option \$9 per MFD per month;
- PaperCut Software \$8 per MFD per month.

The precise size, number and placement of machines will be decided after a walk through and assessment of need between NPS and Lessor.

NPS and Lessor may agree to change the size of MFD at any particular location, in which case the lease payment shall be adjusted higher or lower, depending on the size of the MFD to be substituted.

- Maintenance Services. In addition to the monthly lease payment set forth in the previous paragraph, NPS shall pay to Lessor the sum of .003 per blade and white copy and .03 per color copy as consideration for all Maintenance Services. The number of copies per month shall be determined by the counter on each MFD, as audited by a representative of Lessor and initialed by a site secretary. This payment is for PaperCut Maintenance and Support and all Maintenance Services, including labor for repairs, originally manufactured parts, toner, developer, fuser oil, staples and all other necessary supplies. The only financial responsibility of NPS with respect to the MFDs and Maintenance Services shall be the cost of paper.
- Lessor will hold NPS harmless and will assume all responsibility for personal injury

and property damage occurring in connection with the Lessor or any Sub-Lessors or vendors hired by the Lessor.

- All terms, conditions and requirements of the RFP and the Proposal are incorporated herein by reference. In the event of a conflict between the RFP and the Proposal, the provisions of the RFP shall control, except with respect to the provision in the Proposal relating to unlimited training of NPS personnel at no charge.
- Title to the MFDs shall remain in the name of Lessor throughout the term of this Contract
- NPS may cancel this Contract if Lessor breaches any of its contractual obligations under the RFP or the Proposal. Lessor may cancel this Contract if NPS fails to pay the Lease Payment or the Maintenance Payment within (15) days of the due date and fails to cure such default within fifteen (15) days of receiving notice from Lessor.
- The contract will be for term of 12 months beginning July 1, 2023 through June 30,2024 with the option of an additional 36 months in 12 month increments upon annual mutual ratification. Continuation of the contract will be contingent upon 12 months of continuing satisfactory service.
- Lessor agrees to meet with the Purchasing Director once a quarter for the term of the contract to discuss any issues with the machines, service or supplies. At the end of the first term and the end of each term following, the Purchasing Director will communicate with the CFO the performance of the Lessor. This communication will include documentation from the quarterly reviews and from communication from all sites regarding the performance of the Lessor during this period.

INDEPENDENT SCHOOL
DISTRICT NO. 29 OF
CLEVELAND COUNTY,
OKLAHOMA

BY:

President, Board of Education

OKLAHOMA COPIER SOLUTIONS

*BY: John Miller – electronically signed 03/16/2023 09:59AM
President*

We have prepared a quote for you

2023 Dell Switch Support & PowerEdge R530 Renewals

Quote # 015552
Version 1

Prepared for
Norman Ind School Dist 29

Prepared by
Taylor Lambert

Phone: 405-523-2162

Email: tlambert@unitedsystemsok.com

Web: http://www.unitedsystemsok.com

2023 Dell Switch Support & PowerEdge R530 Renewals

Prepared for:
Norman Ind School Dist 29

 131 S Flood Ave
 Norman, OK 73069
 Christy Fisher
 (405) 627-0684
 cfisher@normanps.org

Prepared by:
United Systems, Inc.

 Taylor Lambert
 405-523-2162
 Fax 405-523-2185
 tlambert@unitedsystemsok.com

Quote Information:
Quote #: 015552

 Version: 1
 Delivery Date: 04/04/2023
 Expiration Date: 04/17/2023

Dell Networking N3000 Series Switches		Price	Qty	Ext. Price
Coverage Dates: 08/3/2023-09/27/2023				
Service Tag Number: 82V1Y42				
DELL-PROSUPPORT-7X24-HW	Dell ProSupport 7X24 HW / Service	\$153.12	1	\$153.12
Coverage Dates: 08/2/2023-06/29/2024				
Service Tag Number: D9Z4XC2				
DELL-PROSUPPORT-7X24-HW	Dell ProSupport 7X24 HW / Service	\$924.32	1	\$924.32
Coverage Dates: 07/11/2023-06/30/2024				
Service Tags: 9F7DY42				
DELL-POST-STANDARD-SUPPORT	Post Standard Support Post Standard Support	\$280.10	1	\$280.10
Coverage Dates: 7/14/2023-06/30/2024				
Service Tags: 5Z7DY42				
DELL-POST-STANDARD-SUPPORT	Post Standard Support Post Standard Support	\$277.74	1	\$277.74
			Subtotal	\$1,635.28

Dell EMC Networking N3200-ON Switches		Price	Qty	Ext. Price
Coverage Dates: 11/03/2022-11/03/2023				
Service Tags: DYL9PK2, 4YL9PK2, 86M9PK2, CVL9PK2, BWL9PK2, 8YL9PK2, 16M9PK2, BNL9PK2, CZL9PK2, G3M9PK2				
237				

Phone: 405-523-2162

Email: tlambert@unitedsystemsok.com

 Web: <http://www.unitedsystemsok.com>

Dell EMC Networking N3200-ON Switches		Price	Qty	Ext. Price
DELL-PROSUPPORT-7X24-HW	Dell ProSupport 7X24 HW / Service	\$2,397.63	10	\$23,976.30
Subtotal				\$23,976.30

Dell Networking N4000 Series Switches		Price	Qty	Ext. Price
Coverage Dates: 08/02/2023-6/28/2024				
Service Tags: BB83XC2				
DELL-PROSUPPORT-7X24-HW	Dell ProSupport 7X24 HW / Service	\$1,075.32	1	\$1,075.32
Coverage Dates: 07/27/2023-03/02/2024				
Service Tags: GPZZWC2				
DELL-PROSUPPORT-7X24-HW	Dell ProSupport 7X24 HW / Service	\$707.19	1	\$707.19
Coverage Dates: 08/02/2023-06/30/2024				
Service Tags: 2383XC2				
DELL-PROSUPPORT-7X24-HW	Dell ProSupport 7X24 HW / Service	\$1,075.32	1	\$1,075.32
Coverage Dates: 02/05/2023-06/30/2024				
Service Tags: 4D2YX42				
DELL-POST-STANDARD-SUPPORT	Post Standard Support Post Standard Support	\$984.33	1	\$984.33
Coverage Dates: 08/03/2022-7/24/2023				
Service Tags: 1JLDY42				
DELL-POST-STANDARD-SUPPORT	Post Standard Support Post Standard Support	\$848.11	1	\$848.11
Subtotal				\$4,690.27

PowerEdge R530		Price	Qty	Ext. Price
Coverage until: 02/03/2023-06/30/2024				
Service Tag Number: B71S382				
DELL-POST-STANDARD-SUPPORT	Post Standard Support Post Standard Support	\$812.34	1	\$812.34
Subtotal				\$812.34

Quote Summary	Amount
Dell Networking N3000 Series Switches	\$1,635.28
Dell EMC Networking N3200-ON Switches	\$23,976.30
Dell Networking N4000 Series Switches	\$4,690.27
PowerEdge R530	\$812.34
Total:	\$31,114.19

Pricing is valid for 30 days. Signature below constitutes acceptance of this quotation and authorizes United Systems, Inc. to proceed to supply all goods and services as stated. I hereby declare acceptance of payment terms, which is due upon receipt of invoice. Items that are returned or cancelled after written approval will be charged a restocking fee.

United Systems, Inc.

Norman Ind School Dist 29

Signature: _____
 Name: Taylor Lambert
 Title: Sales & Accounting
 Date: 04/04/2023

Signature: _____
 Name: Christy Fisher
 Title: Chief Technology Officer
 Date: _____

We have prepared a quote for you

2023 Cisco SmartNet Renewal

Quote # 015523

Version 1

Prepared for
Norman Ind School Dist 29

Prepared by
Taylor Lambert

2023 Cisco SmartNet Renewal

Prepared for:

Norman Ind School Dist 29

131 S Flood Ave
Norman, OK 73069
Christy Fisher
(405) 627-0684
cfisher@normanps.org

Prepared by:

United Systems, Inc.

Taylor Lambert
405-523-2162
Fax 405-523-2185
tlambert@unitedsystemsok.com

Quote Information:

Quote #: 015523

Version: 1
Delivery Date: 04/04/2023
Expiration Date: 04/12/2023

1 Year Renewal		Price	Qty	Ext. Price
Contract: 95840883				
Coverage Dates: 08/26/2023-06/30/2024				
CON-SNTE-ISR4351V	Cisco SMARTnet Extended Service - Service - 8 x 5 x 4 Hour - Exchange - Parts - Physical, Electronic ISR4351-V/K9 Cisco ISR 4351 UC Bundle, PVD4-64, UC License Serial Number: FLM2034W1QG	\$2,253.62	1	\$2,253.62
CON-SNTE-ISR4351V	Cisco SMARTnet Extended Service - Service - 8 x 5 x 4 Hour - Exchange - Parts - Physical, Electronic ISR4351-V/K9 Cisco ISR 4351 UC Bundle, PVD4-64, UC License Serial Number: FLM2026W05B	\$2,253.62	1	\$2,253.62
Contract: 205252494				
Coverage Dates: 02/24/2024-06/30/2024				
CON-SSNC-ISR4331V	SOLN SUPP NCD Cisco ISR 4331 UC Bundle PV ISR4331-V/K9 Cisco ISR 4331 UC Bundle, PVD4-32, UC License Serial Number: FLM270412EC	\$334.09	1	\$334.09
Subtotal			\$4,841.33	

Quote Summary	Amount
1 Year Renewal	\$4,841.33
Total:	\$4,841.33

Pricing is valid for 30 days. Signature below constitutes acceptance of this quotation and authorizes United Systems, Inc. to proceed to supply all goods and services as stated. I hereby declare acceptance of payment terms, which is due upon receipt of invoice. Product will be invoiced when delivered and services will be invoiced as they are completed. Items that are returned or cancelled after written approval will be charged a restocking fee.

United Systems, Inc.

Norman Ind School Dist 29

Signature: _____

Name: Taylor Lambert

Title: Sales & Accounting

Date: 04/04/2023

Signature: _____

Name: Christy Fisher

Title: Chief Technology Officer

Date: _____



Content Filter Software Subscription

This Content Filter Software Subscription (this “**Subscription**”) is entered into as of July 1, 2023 (the “**Effective Date**”), by and between United Systems, Inc. (“**United Systems**”) and **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools** (“**Client**”). This Subscription is subject to the terms of the Master Services Agreement between United Systems and Client dated **July 1, 2023** (the “**Agreement**”). Capitalized terms used in this Agreement and not otherwise defined have the meaning given to them in the Agreement.

Site Location(s):	District-wide		
Primary Client Contact:	Christy Fisher	Emergency Phone #:	(405) 366-5822
Secondary Client Contact:	Mikal Eddlemon	Emergency Phone #:	(405) 366-5822

Services Included In This Subscription

United Systems will provide the following Services to Client under this Subscription, subject to the terms hereof. See Appendix A for further description of the Services, and Appendix B for the Service Level Agreement:

United Complete™ Services Included Coverage
United Complete™ Managed Collaborative Web Filter – Proactive policy management of CIPA compliant web filter, with Scheduled and ad-hoc reporting, Active Directory integration, and cross-platform support
United Complete™ Monitoring -- proactive monitoring and maintenance of critical network Managed Devices with 24x7 alerting, and quarterly performance reporting and analysis for monitored devices
United Complete™ Customer Service Center -- access to United Systems’ Customer Service Center during Normal Business Hours
Site Documentation
Quarterly Business Review

The pricing below is based on the equipment and licenses identified in Appendix A. A change to the Client’s environment that impacts licenses will not affect pricing for the term of this Subscription. The parties agree to review changes to the Client’s environment and the other aspects of this Subscription on an annual basis and update fees and Managed Devices under this Subscription to reflect any changes. Client may provide a “Device Modification Request” using a form supplied by United Systems if it wishes to initiate an update to the Covered Devices. In no event will any reductions in Covered Devices decrease monthly fees by more than 40% than the monthly fees below.

Fees:

Account Executive:	Alvin Myers	Billing Cycle:	One-time
		Fee:	\$132,293.55 Includes Renewal fee
		Term:	12 Months
Notes:	Discounted rates (below) apply for work added at Client's request above and beyond Services included in this Subscription. Services may be performed remotely or onsite per Client approval.		
CURRENT RATES FOR ADDITIONAL SERVICES *			
RESOURCE	STANDARD RATE/HR	DISCOUNTED RATE/HR	
Senior Engineer	\$235	\$195	
Engineer	\$190	\$165	
System Technician	\$165	\$145	
Device Technician	\$145	\$125	
Cabling Technician	\$125	\$105	

During the installation process, a network probe is installed and initial standardization and configuration of Client's environment is performed. This process includes but is not limited to IP addresses, SNMP, agent's deployment and rack inventory.

*Hourly rates subject to change on an annual basis.

Additional Terms and Signature:

APPENDIX C CONTAINS ADDITIONAL TERMS AND CONDITIONS REGARDING THE SERVICES PROVIDED UNDER THIS SUBSCRIPTION. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS SUBSCRIPTION (INCLUDING THE ATTACHED APPENDICES) AND IS AUTHORIZED TO EXECUTE THIS SUBSCRIPTION.

United Systems, Inc.

Norman Independent School District

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Date Submitted: April 4, 2023. Fees above valid 30 days from date of submission.

APPENDIX A

Managed Devices and Service Description

Lightspeed Relay

UNITED COMPLETE™ SERVICE DESCRIPTION

United Systems is pleased to offer a customized package of high-value information technology Services for Client. While multiple components that are available with United Complete™ are described below, only those Services expressly specified above in this Subscription are provided.

United Complete™ Managed Collaborative Web Filter

The United Complete™ Managed Collaborative Web Filter (CWF) will provide CIPA-compliant web content traffic filtering at the border of the Client's network, facilitating robust, secure, and low-latency inspection of all web traffic for compliance with content policies set for by the Client.

United Systems will provide and maintain the following software, to be integrated in the Client's on-premise network, for the purpose of delivering this solution:

- Quantity 4 - Lightspeed Virtual Relay Rocket

United Systems will provide and maintain the following licensing for the purpose of delivering this solution:

- Quantity 20,167 - Lightspeed Filter™ Licenses (1-Year entitlement)

The CWF integrates with Microsoft Active Directory, facilitating granular filtering policies by Organizational Unit, Security Group, or User Account. Policies also include automated and ad-hoc reporting to District and site level administrators.

United Systems will integrate the solution with the Client's Microsoft Active Directory environment, configure the initial filtering and reporting policies to use Active Directory for identity management.

Exclusions:

The United Complete™ Managed Collaborative Web Filter does not include services to remotely, or on-site, deploy any Lightspeed CWF desktop agents to Client's computers.

United Complete™ Monitoring

The United Complete™ monitoring system will monitor Managed Devices 24 hours per day, 7 days per week. To the extent possible, monitoring will include system and service up/down status, system and application error logs, and performance of individual system components as recommended by United Systems engineers.

Monitoring capabilities can vary depending on the manufacturer of Managed Device and supported management protocols. United Systems can work with a variety of common management protocols including SNMP, Syslog, Microsoft Windows Event Log and Microsoft Windows Management Interface (WMI). Managed Devices must support one or more of these management protocols to be effectively monitored.

If a Managed Device reports that it is encountering a performance issue, United Systems and Client (upon request) will be notified of the issue via email. United Systems technicians will review and diagnose each alert, and contact the Client if prompt remediation is recommended. Remediation may take place remotely or onsite, as determined by the nature of the remediation required, Client's business requirements, and engineer or technician availability.

Client is advised that while monitoring and email alerting is automated 24 hours per day, United Systems will review, diagnose and respond to alerts during Normal Business Hours only. Client is also required to maintain a full-time Internet connection with sufficient bandwidth to accommodate the remote monitoring software, and enable remote access from United Systems into the Client network.

United Complete™ monitors vital health statistics for Managed Devices, including such metrics as computer and memory usage, available storage, backup logs, error messages, etc. A United Systems engineer will review these statistics each quarter for trends that may indicate current or future performance concerns, and present Client a summary report in plain language of any trends of concern, and priorities for remediation and next steps. Client will receive these quarterly reports via online delivery, and can discuss the report while the United Systems representative is onsite or any time via phone or email during Normal Business Hours by contacting United Systems through your Account Executive or our Customer Service Center.

United Complete™ Monitoring will only be in effect for United Complete™ Service categories selected by Client on this Schedule.

United Complete™ Customer Service Center

United Systems will provide Client with telephone, web and email access to the United Systems Customer Service Center during Normal Business Hours, which are:

8:00am – 5:00pm Central Time, Monday through Friday, excluding public holidays

Phone: (405) 778-8337

Email: support@unitedsystemsok.com. This will generate a customer support ticket in the United Systems dispatch system and will also email Customer a support ticket number.

Web: Visit www.unitedsystemsok.com click on Login, then Support.

The Customer Service Center may assist in scheduling routine requests for assistance and answering any questions regarding Services covered under this Subscription.

Site Documentation and Proactive Maintenance

United Systems on a yearly basis will clean network racks and associated equipment, dress racks and update network documentation including network diagrams.

Quarterly Business Review with an Account Manager

United Systems firmly believes that a proactive approach to technology management is vital in assuring that Client's network assets support Client's needs reliably, predictably, and cost-effectively. A United Systems Account Manager will meet with the Client each quarter to discuss Client's business and technology requirements, review performance trends and services provided, and plan proactive maintenance to help assure that Client hardware and software is maintained and managed effectively and efficiently.

APPENDIX B

Service Level Agreements

Response and Resolution Times

The following table shows the targets of response, resolution and escalation threshold times for each priority level. All times are measured during Normal Business Hours:

Priority Level Definition	Priority Level	Target Response Time	Target Resolution Time	Escalation Threshold
Network down (all users and functions unavailable).	1	1 hour callback, remote or onsite response within 4 hours	ASAP	2 hours after first response
Significant degradation of Network (large number of users or business critical functions affected)	2	4 hours callback, remote or onsite response within 4 hours	ASAP	8 hours after first response
Limited degradation of network or user issue (one or small number of users or functions affected, business process can continue).	3	8 hours callback, remote or onsite response by next business day	ASAP, as commercially reasonable	48 hours after first response
Single user, non-critical issue (business process can continue, one user affected).	4	8 hours callback, remote or onsite response by next business day	ASAP, as commercially reasonable	96 hours after first response

* The above target times only apply to Services directly provided by United Systems. United Systems does not make any commitments or guarantees regarding response, resolution or escalation times of 3rd party providers or vendors.

Support Tiers

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and initially documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd party (vendor) support engineers to resolve the most complex issues.

Client may request emergency services outside of Normal Business Hours to respond to critical network issues. Emergency services rendered via remote assistance or onsite assistance outside of Normal Business Hours are subject to be billed at double the normal rate for requested services.

United Systems will provide Client with access to a quarterly summary report that includes all requests for services, the problem statement and resolution for each request.

APPENDIX C

UNITED COMPLETE TERMS AND CONDITIONS

1. Managed Services

- (a) "Managed Device" means the server, workstation, local area networking equipment, wide area networking equipment, and other IT components located at the Client location(s) specified above, so long as such Managed Devices have been disclosed to and accepted by United Systems and meet the requirements of this Subscription. To be a Managed Device, the United Systems managed service agent program must be added to such component. Managed Devices do not include hardware or application software unless specifically listed on this Subscription.
- (b) United Systems will use commercially reasonable efforts to detect and avoid the malfunction of Managed Devices. Proactive services include monitoring, alerting and patch management. These services are designed to report to United Systems performance and availability data concerning Client's network and to alert United Systems' Customer Service Center to potential problems. Monitoring Services do NOT include the provisions of any intrusion detection services nor do they address any other security concerns.
- (c) United Systems will use diligent efforts to manage the restoration of malfunctioning Managed Devices to good working order. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware and software vendors, and to keep United Systems updated with all information required to enlist vendors' technical support including e-mail and phone contact information along with any customer codes or access information that may be required. All vendor and third-party technical support fees are the responsibility of Client. United Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts.
- (d) Client's data backup systems may be listed as a Managed Device on this Subscription. However, Client agrees and understands that, unless United Systems is providing Client with a fully managed backup solution under a separate Subscription, United Systems is only able to verify that backup systems are reporting proper operation and can make no guarantees as to whether or not actual backups are taking place. Client is solely responsible for ensuring that data backups have actually been performed and are available in the event of any failure of the backup subsystem which leads to any data loss or the inability of the backup subsystem to restore data at any time. United Systems has no liability for any costs associated with data recovery/disaster recovery services.
- (e) When requested by United Systems, Client will ensure that all office workstations and laptops will be left turned on at night so United Systems can perform required workstation maintenance and proactive support.
- (f) United Systems will use diligent efforts to deploy software patches for operating system software in a manner that will, in a timely fashion, address the security or functionality concerns for which a patch was released. United Systems will only deliver patches that have been tested and released by the original manufacturer of the software being patched. Client acknowledges that some patches may cause operating difficulties or "break" other software, and agrees that United Systems will not be responsible for the potential adverse effects of applying such a patch.
- (g) It is the responsibility of Client to ensure that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is United Systems liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make any system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, or re-indexing databases, will be billed separately on a time and materials basis.

2. Normal Business Hours Support

Unless otherwise expressly agreed on the Subscription, United Systems provides Services under this Subscription only during Normal Business Hours, and all work performed by United Systems after Normal Business Hours will be billable to Client as an additional Service, per the terms of the Agreement and this Schedule.

3. Hardware

United Systems does not provide hardware warranty or maintenance services, and does not maintain an inventory of spare parts or replacement hardware. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware vendors. United Systems will use reasonable efforts to coordinate with hardware warranty/maintenance providers in the repair and replacement of defective hardware. United Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts. United Systems shall have no obligation with respect to components that are identified by its manufacturer as a consumable or expendable item including, but not limited to, printer cartridges, fuser assemblies, batteries, print heads, magnetic media, paper supplies and similar items; handling all such items are the Client's responsibility.

4. Requirements for Managed Devices

- (a) All Managed Devices must operate in a clean, well ventilated and temperature controlled environment which is free of dust and smoke.
- (b) All Servers with Microsoft Windows Operating Systems must be running Windows 2008 R2 Server or later, and have all of the latest United Systems' approved Microsoft Service Packs and Critical Updates installed. All Servers with Apple Macintosh Operating Systems must be running Snow Leopard Server (10.8.x) or later, and have all of the latest United Systems-approved Apple Software Updates installed.
- (c) Managed Devices with original manufacturing dates 48 months or more prior to the Effective Date of this Subscription are excluded from inclusion of coverage unless it is agreed that the unit will be "lifecycle" replaced within six months from the inception of this Subscription. In the event such Managed Devices are not replaced within six months any Services performed on them shall become billable at United Systems' current rate, less any applicable discounts due, per United Systems United Complete discounting.
- (d) Critical Servers and Network infrastructure must be protected under an enterprise warranty with next day on-site parts replacement.
- (e) Managed Devices must have a valid manufacturer's serial number, and Client must notify United Systems if it moves the primary location for any Managed Device to a different Client site.
- (f) It is recommended that all Managed Devices must be attached to a power surge protection device which has been UL® Listed with a protection threshold of at least 200 joules.
- (g) All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 7 Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed. All Desktop Mac's and Laptops with Apple Macintosh Operating Systems must be running Snow Leopard (10.6.x) or later, and have all of the latest Apple Software Updates installed. If there are desktops/laptops that cannot meet this requirement due to hardware requirement deficiencies, they will still be covered under this Subscription but will not be subject to the response times listed in Appendix B.
- (h) All Server and Desktop Software must be genuine, licensed and vendor-supported.
- (i) The Managed Devices must have a currently licensed, up-to-date and United Systems-approved or provided Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email. No other Antivirus/Antimalware may be installed on the Managed Devices.
- (j) The Managed Devices must have a currently licensed, United Systems-approved server-based backup solution that can be monitored, and send notifications on job failures and successes. The system cannot be tape based and must include an off-site component.
- (k) The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet that also provides network layer anti-virus and anti-spyware protection.
- (l) All Wireless data traffic in the environment must be securely encrypted with a minimum of the WPA2 encryption standard.
- (m) There must be an outside static IP address assigned to a network device, allowing VPN access.
- (n) United Systems may install remote monitoring and management software on Managed Devices as needed in order to comply with the terms of this Subscription. Client agrees to not disable this software during the term of this Subscription.

Material and labor costs required to bring Client's current environment up to these minimum standards are not included in this Subscription unless specifically agreed in writing by the parties.

Managed Devices that initially meet the above standards can later begin chronically failing. This means that the Managed Device repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with United Systems to replace the Managed Device at additional cost through United Systems.

5. Disaster Planning

A formal disaster recovery or business continuation plan is NOT within the scope of this Subscription. Although the services to be provided under this Subscription are designed to provide managed IT continuity and will, under certain conditions, help Client recover from certain disasters, it should in no way be considered a formal disaster recovery or business continuity plan. If Client requires a disaster recovery or business continuation plan, including testing of the plan, United Systems can assist Client with the development of such a plan. All time spent in the development and testing of this plan would be billable at a discounted rate or as an agreed additional Service.

6. Documentation

United Systems will, at its expense, maintain updated documentation on Managed Devices to facilitate the providing of Service. Upon termination of the Agreement, if Client has paid all amounts due under the Agreement, Client will be provided with a printed or electronic copy of such documentation upon written request.

7. Exclusions

United Systems is not required to provide any Services except those Services expressly set forth in this Subscription. Without limiting the foregoing, the following items, fees, and/or services are excluded from the Service under this Subscription; any work performed related to the following will be billed at United Systems' standard rates:

- (a) Any service(s) required due to treatment or attempts to install, repair, maintain, or modify any Managed Devices or related software or peripherals by a non-United Systems authorized person or entity, including but not limited to negligent acts, improper configuration changes, new application installations, and upgrade installations.
- (b) Managed Device(s) which cannot be properly serviced due to end of life conditions, other withdrawal or termination of warranty or support by the manufacturer, unavailability of documentation or parts, or that exhibit excessive damage. United Systems will use commercially reasonable efforts to provide thirty (30) days' notice to Client of any issues under this clause.
- (c) Provision of supplies or accessories for any Managed Device(s) or electrical work external to Managed Device(s).
- (d) Maintenance of accessories, alterations, attachments, upgrades or other devices; or services related to any relocation of Managed Device(s) unless specifically listed in a Subscription.
- (e) The cost of any parts, equipment, or shipping charges of any kind.
- (f) Third-party software license fees, renewal fees, or upgrade fees of any kind (except in connection with software provided by United Systems in support of the Service).
- (g) The cost of any third-party vendor or manufacturer support or incident fees of any kind.
- (h) Programming (modification of software code) and program (software) maintenance.
- (i) Training services of any kind unless otherwise agreed in writing by United Systems.
- (j) Moving hardware from one physical address to another physical address.
- (k) United Systems covers only the maintenance support of the network connection of network enabled, shared printers/copiers, and the printer connection and printer drivers of locally attached printers. Any other printer maintenance is not covered.
- (l) Any peripheral attached to a workstation/laptop including, but not limited to USB hard drives, scanners, docking devices, cameras, and VoIP phones are not covered unless specifically listed on this Subscription.

8. E-Rate

- (a) Should Client receive E-Rate Basic Maintenance funding from the Universal Service Administrative Company (USAC) Schools and Libraries Division (SLD) for the SPIN of United Systems, the payments made to United Systems for E-Rate eligible services would be able to be applied to Client's portion required by the SLD.
- (b) This Subscription does not include parts, and parts will be billed on an "As needed basis". Upon approval from the SLD for Basic Maintenance with United Systems, the E-Rate Basic Maintenance Service Contract will cover parts under the rules of the program and will be billed as the incidents occur. Client will be billed its portion at the time the approved and eligible parts are invoiced.



Managed Firewall & Security Software Subscription

This Managed Firewall and Security Software Subscription (this “**Subscription**”) is entered into as of July 1, 2023 (the “**Effective Date**”), by and between United Systems, Inc. (“**United Systems**”) and **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools** (“**Client**”). This Subscription is subject to the terms of the Master Services Agreement between United Systems and Client dated July 1, 2023 (the “**Agreement**”). Capitalized terms used in this Agreement and not otherwise defined have the meaning given to them in the Agreement.

Site Location(s):	District-wide		
Primary Client Contact:	Christy Fisher	Emergency Phone #:	(405) 366-5822
Secondary Client Contact:	Andrew Younkins	Emergency Phone #:	(405) 366-5822

Services Included In This Subscription

United Systems will provide the following Services to Client under this Subscription, subject to the terms hereof. See Appendix A for further description of the Services, and Appendix B for the Service Level Agreement:

United Complete™ Services Included Coverage
United Complete™ Managed Firewall & Software Subscription – Proactive policy management of district-level firewall and unified threat management services, with scheduled and ad-hoc reporting, Active Directory integration, core routing management, VPN management, and wireless LAN controller security policy management.
United Complete™ Monitoring -- proactive monitoring and maintenance of critical network Managed Devices with 24x7 alerting, and quarterly performance reporting and analysis for monitored devices
United Complete™ Customer Service Center -- access to United Systems’ Customer Service Center during Normal Business Hours
Site Documentation
Quarterly Business Review

The pricing below is based on the equipment and licenses identified in Appendix A. A change to the Client’s environment that impacts licenses will not affect pricing for the term of this Subscription. The parties agree to review changes to the Client’s environment and the other aspects of this Subscription on an annual basis and update fees and Managed Devices under this Subscription to reflect any changes. Client may provide a “Device Modification Request” using a form supplied by United Systems if it wishes to initiate an update to the Covered Devices. In no event will any reductions in Covered Devices decrease monthly fees by more than 40% than the monthly fees below.

Fees:

Account Executive:	Alvin Myers	Billing Cycle:	One-time
		Fee:	\$ 16,250.00
		Term:	12 Months
Notes:	Discounted rates (below) apply for work added at Client's request above and beyond Services included in this Subscription. Services may be performed remotely or onsite per Client approval.		
CURRENT RATES FOR ADDITIONAL SERVICES *			
RESOURCE	STANDARD RATE/HR	DISCOUNTED RATE/HR	
Senior Engineer	\$235	\$195	
Engineer	\$190	\$165	
System Technician	\$165	\$145	
Device Technician	\$145	\$125	
Cabling Technician	\$125	\$105	

During the installation process, a network probe is installed and initial standardization and configuration of Client's environment is performed. This process includes but is not limited to IP addresses, SNMP, agent's deployment and rack inventory.

*Hourly rates subject to change on an annual basis.

Additional Terms and Signature:

APPENDIX C CONTAINS ADDITIONAL TERMS AND CONDITIONS REGARDING THE SERVICES PROVIDED UNDER THIS SUBSCRIPTION. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS SUBSCRIPTION (INCLUDING THE ATTACHED APPENDICES) AND IS AUTHORIZED TO EXECUTE THIS SUBSCRIPTION.

United Systems, Inc.

Norman Independent School District

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Date Submitted: April 5, 2023. Fees above valid 30 days from date of submission.

APPENDIX A

Managed Devices and Service Description

SonicWALL NSSP 15700 security appliance
SonicWALL NSSP 15700 high-availability (HA) security appliance
SonicWALL-Analytics Server

UNITED COMPLETE™ SERVICE DESCRIPTION

United Systems is pleased to offer a customized package of high-value information technology Services for Client. While multiple components that are available with United Complete™ are described below, only those Services expressly specified above in this Subscription are provided.

United Complete™ Managed Firewall and Security Software Subscription

The United Complete™ Managed Firewall and Security Software Subscription will provide next-generation firewall and unified threat management (UTM) services at the border of the Client's network, facilitating robust, secure, and low-latency inspection of all network traffic for compliance with security policies set for by the Client.

United Systems will provide and maintain the following hardware devices, to be directly attached to the Client's network, for the purpose of delivering this solution:

- 1 - SonicWALL NSSP 15700 security appliance
- 1 - SonicWALL NSSP 15700 high-availability (HA) security appliance
- 1 - SonicWALL-Analytics Server
- Applicable modules and accessories

This managed firewall and software solution integrates with Microsoft Active Directory, facilitating granular filtering policies by Organizational Unit, Security Group, or User Account. Policies also include automated and ad-hoc reporting to District and site level administrators.

United Systems will integrate the solution with the Client's Microsoft Active Directory environment, configure the initial filtering and reporting policies to use Active Directory for identity management.

United Systems will manage firewall policies and configurations on the Client's HPE Aruba wireless LAN controllers.

United Systems will manage virtual private network (VPN) policies and configurations related to the SonicWALL NSSP 15700 security appliances.

Exclusions:

The United Complete™ Managed Firewall and Security Software Subscription does not include licensing or renewal of licensing for the Aruba Policy Enforcement Firewall (PEF) for the wireless LAN.

United Complete™ Monitoring

The United Complete™ monitoring system will monitor Managed Devices 24 hours per day, 7 days per week. To the extent possible, monitoring will include system and service up/down status, system and application error logs, and performance of individual system components as recommended by United Systems engineers.

Monitoring capabilities can vary depending on the manufacturer of Managed Device and supported management protocols. United Systems can work with a variety of common management protocols including SNMP, Syslog, Microsoft Windows Event Log and Microsoft Windows Management Interface

(WMI). Managed Devices must support one or more of these management protocols to be effectively monitored.

If a Managed Device reports that it is encountering a performance issue, United Systems and Client (upon request) will be notified of the issue via email. United Systems technicians will review and diagnose each alert, and contact the Client if prompt remediation is recommended. Remediation may take place remotely or onsite, as determined by the nature of the remediation required, Client's business requirements, and engineer or technician availability.

Client is advised that while monitoring and email alerting is automated 24 hours per day, United Systems will review, diagnose and respond to alerts during Normal Business Hours only. Client is also required to maintain a full-time Internet connection with sufficient bandwidth to accommodate the remote monitoring software, and enable remote access from United Systems into the Client network.

United Complete™ monitors vital health statistics for Managed Devices, including such metrics as computer and memory usage, available storage, backup logs, error messages, etc. A United Systems engineer will review these statistics each quarter for trends that may indicate current or future performance concerns, and present Client a summary report in plain language of any trends of concern, and priorities for remediation and next steps. Client will receive these quarterly reports via online delivery, and can discuss the report while the United Systems representative is onsite or any time via phone or email during Normal Business Hours by contacting United Systems through your Account Executive or our Customer Service Center.

United Complete™ Monitoring will only be in effect for United Complete™ Service categories selected by Client on this Subscription.

United Complete™ Customer Service Center

United Systems will provide Client with telephone, web and email access to the United Systems Customer Service Center during Normal Business Hours, which are:

8:00am – 5:00pm Central Time, Monday through Friday, excluding public holidays

Phone: (405) 778-8316

Email: support@unitedsystemsok.com. This will generate a customer support ticket in the United Systems dispatch system and will also email Customer a support ticket number.

Web: Visit www.unitedsystemsok.com click on Login, then Support.

The Customer Service Center may assist in scheduling routine requests for assistance and answering any questions regarding Services covered under this Subscription.

Site Documentation and Proactive Maintenance

United Systems on a yearly basis will clean network racks and associated equipment, dress racks and update network documentation including network diagrams.

Quarterly Business Review with an Account Manager

United Systems firmly believes that a proactive approach to technology management is vital in assuring that Client's network assets support Client's needs reliably, predictably, and cost-effectively. A United Systems Account Manager will meet with the Client each quarter to discuss Client's business and technology requirements, review performance trends and services provided, and plan proactive maintenance to help assure that Client hardware and software is maintained and managed effectively and efficiently.

APPENDIX B

Service Level Agreements

Response and Resolution Times

The following table shows the targets of response, resolution and escalation threshold times for each priority level. All times are measured during Normal Business Hours:

Priority Level Definition	Priority Level	Target Response Time	Target Resolution Time	Escalation Threshold
Network down (all users and functions unavailable).	1	1 hour callback, remote or onsite response within 4 hours	ASAP	2 hours after first response
Significant degradation of Network (large number of users or business critical functions affected)	2	4 hours callback, remote or onsite response within 4 hours	ASAP	8 hours after first response
Limited degradation of network or user issue (one or small number of users or functions affected, business process can continue).	3	8 hours callback, remote or onsite response by next business day	ASAP, as commercially reasonable	48 hours after first response
Single user, non-critical issue (business process can continue, one user affected).	4	8 hours callback, remote or onsite response by next business day	ASAP, as commercially reasonable	96 hours after first response

* The above target times only apply to Services directly provided by United Systems. United Systems does not make any commitments or guarantees regarding response, resolution or escalation times of 3rd party providers or vendors.

Support Tiers

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and initially documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd party (vendor) support engineers to resolve the most complex issues.

Client may request emergency services outside of Normal Business Hours to respond to critical network issues. Emergency services rendered via remote assistance or onsite assistance outside of Normal Business Hours are subject to be billed at double the normal rate for requested services.

United Systems will provide Client with access to a quarterly summary report that includes all requests for services, the problem statement and resolution for each request.

APPENDIX C

UNITED COMPLETE TERMS AND CONDITIONS

1. Managed Services

- (a) "Managed Device" means the server, workstation, local area networking equipment, wide area networking equipment, and other IT components located at the Client location(s) specified above, so long as such Managed Devices have been disclosed to and accepted by United Systems and meet the requirements of this Subscription. To be a Managed Device, the United Systems managed service agent program must be added to such component. Managed Devices do not include hardware or application software unless specifically listed on this Subscription.
- (b) United Systems will use commercially reasonable efforts to detect and avoid the malfunction of Managed Devices. Proactive services include monitoring, alerting and patch management. These services are designed to report to United Systems performance and availability data concerning Client's network and to alert United Systems' Customer Service Center to potential problems. Monitoring Services do NOT include the provisions of any intrusion detection services nor do they address any other security concerns.
- (c) United Systems will use diligent efforts to manage the restoration of malfunctioning Managed Devices to good working order. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware and software vendors, and to keep United Systems updated with all information required to enlist vendors' technical support including e-mail and phone contact information along with any customer codes or access information that may be required. All vendor and third-party technical support fees are the responsibility of Client. United Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts.
- (d) Client's data backup systems may be listed as a Managed Device on this Subscription. However, Client agrees and understands that, unless United Systems is providing Client with a fully managed backup solution under a separate Subscription, United Systems is only able to verify that backup systems are reporting proper operation and can make no guarantees as to whether or not actual backups are taking place. Client is solely responsible for ensuring that data backups have actually been performed and are available in the event of any failure of the backup subsystem which leads to any data loss or the inability of the backup subsystem to restore data at any time. United Systems has no liability for any costs associated with data recovery/disaster recovery services.
- (e) When requested by United Systems, Client will ensure that all office workstations and laptops will be left turned on at night so United Systems can perform required workstation maintenance and proactive support.
- (f) United Systems will use diligent efforts to deploy software patches for operating system software in a manner that will, in a timely fashion, address the security or functionality concerns for which a patch was released. United Systems will only deliver patches that have been tested and released by the original manufacturer of the software being patched. Client acknowledges that some patches may cause operating difficulties or "break" other software, and agrees that United Systems will not be responsible for the potential adverse effects of applying such a patch.
- (g) It is the responsibility of Client to ensure that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is United Systems liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make any system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, or re-indexing databases, will be billed separately on a time and materials basis.

2. Normal Business Hours Support

Unless otherwise expressly agreed on the Subscription, United Systems provides Services under this Subscription only during Normal Business Hours, and all work performed by United Systems after Normal Business Hours will be billable to Client as an additional Service, per the terms of the Agreement and this Subscription.

3. Hardware

United Systems does not provide hardware warranty or maintenance services, and does not maintain an inventory of spare parts or replacement hardware. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware vendors. United Systems will use reasonable efforts to coordinate with hardware warranty/maintenance providers in the repair and replacement of defective hardware. United Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts. United Systems shall have no obligation with respect to components that are identified by its manufacturer as a consumable or expendable item including, but not limited to, printer cartridges, fuser assemblies, batteries, print heads, magnetic media, paper supplies and similar items; handling all such items are the Client's responsibility.

4. Requirements for Managed Devices

- (a) All Managed Devices must operate in a clean, well ventilated and temperature controlled environment which is free of dust and smoke.
- (b) All Servers with Microsoft Windows Operating Systems must be running Windows 2008 R2 Server or later, and have all of the latest United Systems' approved Microsoft Service Packs and Critical Updates installed. All Servers with Apple Macintosh Operating Systems must be running Snow Leopard Server (10.8.x) or later, and have all of the latest United Systems-approved Apple Software Updates installed.
- (c) Managed Devices with original manufacturing dates 48 months or more prior to the Effective Date of this Subscription are excluded from inclusion of coverage unless it is agreed that the unit will be "lifecycle" replaced within six months from the inception of this Subscription. In the event such Managed Devices are not replaced within six months any Services performed on them shall become billable at United Systems' current rate, less any applicable discounts due, per United Systems United Complete discounting.
- (d) Critical Servers and Network infrastructure must be protected under an enterprise warranty with next day on-site parts replacement.
- (e) Managed Devices must have a valid manufacturer's serial number, and Client must notify United Systems if it moves the primary location for any Managed Device to a different Client site.
- (f) It is recommended that all Managed Devices must be attached to a power surge protection device which has been UL® Listed with a protection threshold of at least 200 joules.
- (g) All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 7 Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed. All Desktop Mac's and Laptops with Apple Macintosh Operating Systems must be running Snow Leopard (10.6.x) or later, and have all of the latest Apple Software Updates installed. If there are desktops/laptops that cannot meet this requirement due to hardware requirement deficiencies, they will still be covered under this Subscription but will not be subject to the response times listed in Appendix B.
- (h) All Server and Desktop Software must be genuine, licensed and vendor-supported.
- (i) The Managed Devices must have a currently licensed, up-to-date and United Systems-approved or provided Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email. No other Antivirus/Antimalware may be installed on the Managed Devices.
- (j) The Managed Devices must have a currently licensed, United Systems-approved server-based backup solution that can be monitored, and send notifications on job failures and successes. The system cannot be tape based and must include an off-site component.
- (k) The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet that also provides network layer anti-virus and anti-spyware protection.
- (l) All Wireless data traffic in the environment must be securely encrypted with a minimum of the WPA2 encryption standard.
- (m) There must be an outside static IP address assigned to a network device, allowing VPN access.
- (n) United Systems may install remote monitoring and management software on Managed Devices as needed in order to comply with the terms of this Subscription. Client agrees to not disable this software during the term of this Subscription.

Material and labor costs required to bring Client's current environment up to these minimum standards are not included in this Subscription unless specifically agreed in writing by the parties.

Managed Devices that initially meet the above standards can later begin chronically failing. This means that the Managed Device repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with United Systems to replace the Managed Device at additional cost through United Systems.

5. Disaster Planning

A formal disaster recovery or business continuation plan is NOT within the scope of this Subscription. Although the services to be provided under this Subscription are designed to provide managed IT continuity and will, under certain conditions, help Client recover from certain disasters, it should in no way be considered a formal disaster recovery or business continuity plan. If Client requires a disaster recovery or business continuation plan, including testing of the plan, United Systems can assist Client with the development of such a plan. All time spent in the development and testing of this plan would be billable at a discounted rate or as an agreed additional Service.

6. Documentation

United Systems will, at its expense, maintain updated documentation on Managed Devices to facilitate the providing of Service. Upon termination of the Agreement, if Client has paid all amounts due under the Agreement, Client will be provided with a printed or electronic copy of such documentation upon written request.

7. Exclusions

United Systems is not required to provide any Services except those Services expressly set forth in this Subscription. Without limiting the foregoing, the following items, fees, and/or services are excluded from the Service under this Subscription; any work performed related to the following will be billed at United Systems' standard rates:

- (a) Any service(s) required due to treatment or attempts to install, repair, maintain, or modify any Managed Devices or related software or peripherals by a non-United Systems authorized person or entity, including but not limited to negligent acts, improper configuration changes, new application installations, and upgrade installations.
- (b) Managed Device(s) which cannot be properly serviced due to end of life conditions, other withdrawal or termination of warranty or support by the manufacturer, unavailability of documentation or parts, or that exhibit excessive damage. United Systems will use commercially reasonable efforts to provide thirty (30) days' notice to Client of any issues under this clause.
- (c) Provision of supplies or accessories for any Managed Device(s) or electrical work external to Managed Device(s).
- (d) Maintenance of accessories, alterations, attachments, upgrades or other devices; or services related to any relocation of Managed Device(s) unless specifically listed in a Subscription.
- (e) The cost of any parts, equipment, or shipping charges of any kind.
- (f) Third-party software license fees, renewal fees, or upgrade fees of any kind (except in connection with software provided by United Systems in support of the Service).
- (g) The cost of any third-party vendor or manufacturer support or incident fees of any kind.
- (h) Programming (modification of software code) and program (software) maintenance.
- (i) Training services of any kind unless otherwise agreed in writing by United Systems.
- (j) Moving hardware from one physical address to another physical address.
- (k) United Systems covers only the maintenance support of the network connection of network enabled, shared printers/copiers, and the printer connection and printer drivers of locally attached printers. Any other printer maintenance is not covered.
- (l) Any peripheral attached to a workstation/laptop including, but not limited to USB hard drives, scanners, docking devices, cameras, and VoIP phones are not covered unless specifically listed on this Subscription.

8. E-Rate

- (a) Should Client receive E-Rate Basic Maintenance funding from the Universal Service Administrative Company (USAC) Schools and Libraries Division (SLD) for the SPIN of United Systems, the payments made to United Systems for E-Rate eligible services would be able to be applied to Client's portion required by the SLD.
- (b) This Subscription does not include parts, and parts will be billed on an "As needed basis". Upon approval from the SLD for Basic Maintenance with United Systems, the E-Rate Basic Maintenance Service Contract will cover parts under the rules of the program and will be billed as the incidents occur. Client will be billed its portion at the time the approved and eligible parts are invoiced.

2023 Aruba 7210 Controller/Mobility Master Support

Prepared for:
Norman Ind School Dist 29

 131 S Flood Ave
 Norman, OK 73069
 Christy Fisher
 (405) 627-0684
 cfisher@normanps.org

Prepared by:
United Systems, Inc.

 Taylor Lambert
 405-523-2162
 Fax 405-523-2185
 tlambert@unitedsystemsok.com

Quote Information:
Quote #: 015676

 Version: 1
 Delivery Date: 04/05/2023
 Expiration Date: 05/03/2023

Aruba 7210 Controller		Price	Qty	Ext. Price
Service Agreement ID: 1051 2187 2736 Coverage Dates: 7/16/2023-6/30/2024				
JW792A Aruba 7210 Wireless Controller				
Serial Numbers: CV0006743ARB, CV0003844ARB, CV0006648ARB, CV0008363ARB, CV0008350ARB, CV0008327ARB, CV0008351ARB				
1051 2187 2736	HPE FOUNDATION CARE NEXT BUSINESS DAY EXCHANGE EDUCATION /R SERVICE H9PX9AC HPE FC NBD Exchange EDU/R SVC *** Hardware Support *** HPE Hardware Replacement Support Remote HW Diagnosis & Support Advance Product Exchange Next Cover Day Onsite Shipment Customer Delivers to Repair Center HPE Ships to Customer Site 24 Hours, Day 1-7 Software Support HPE Software Technical Unlimited Support SW Technical Support SW Electronic Support 24 Hours Standard Office Days 24 Hours Day 6 24 Hours Day 7 Holidays Covered Standard Response HPE Software Updates SVC License to Use & SW Updates HPE Recommended SW Upd Method HPE Recommended Doc Upd Method	\$29,588.01	1	\$29,588.01
Subtotal				\$29,588.01

Mobility Master		Price	Qty	Ext. Price
Service Agreement ID: 1051 2187 2736 Coverage Dates: 7/16/2023-6/30/2024 JY897AAE Aruba Aruba MCR-VA-5K Mobility Condtr E-LTU Serial Number: 1578215886JY897AAE				
1051 2187 2736	HPE FOUNDATION CARE NEXT BUSINESS DAY EDUCATION /R SERVICE H9PX3AC HPE FC NBD EDU/R SVC *** Hardware Support *** HPE Hardware Maintenance Onsite Support Hardware Problem Diagnosis Onsite Support Parts and Material provided Next Cov Day Onsite Response Std Office Hrs Std Office Days *** Software Support *** HPE Software Technical Unlimited Support SW Technical Support SW Electronic Support Std Office Hrs Std Office Days Standard Response Software Support HPE Software Technical Unlimited Support SW Technical Support SW Electronic Support 24 Hours Standard Office Days 24 Hours Day 6 24 Hours Day 7 Holidays Covered Standard Response HPE Software Updates SVC License to Use & SW Updates HPE Recommended SW Upd Method HPE Recommended Doc Upd Method	\$1,974.75	1	\$1,974.75
Subtotal				\$1,974.75

Quote Summary	Amount
Aruba 7210 Controller	\$29,588.01
Mobility Master	\$1,974.75
Total:	\$31,562.76

Pricing is valid for 30 days. Signature below constitutes acceptance of this quotation and authorizes United Systems, Inc. to proceed to supply all goods and services as stated. I hereby declare acceptance of payment terms, which is due upon receipt of invoice. Product will be invoiced when delivered and services will be invoiced as they are completed. Items that are returned or cancelled after written approval will be charged a restocking fee.

United Systems, Inc.
Norman Ind School Dist 29

Signature: _____
 Name: Taylor Lambert
 Title: Sales & Accounting
 Date: 04/05/2023

Signature: _____
 Name: Christy Fisher
 Title: Chief Technology Officer
 Date: _____



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into as of July 1, 2023 (the “**Effective Date**”), by and between United Systems, Inc. with its principal address at 5700 N Portland, Suite 201, Oklahoma City, OK 73112 (“**United Systems**”) and the client below (“**Client**”).

Client Information			
CONTACT INFORMATION		BILLING INFORMATION	
		Bill To:	
CLIENT:	Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools	Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools	
	131 South Flood Ave	131 South Flood Ave	
	Norman, OK 73069	Norman, OK 73069	
	405-364-1339	405-364-1339	
Primary Contact:	Christy Fisher cfisher@normanps.org	Billing Contact:	Mikal Eddlemon meddlemon@normanps.org
		E-MAIL	

Initial Term: 12 MONTHS

This Agreement consists of this signature page; the attached Master Services Agreement Terms and Conditions; and all Schedules as agreed to by the parties from time to time.

EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT (INCLUDING THE ATTACHED TERMS AND CONDITIONS) AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.

United Systems, Inc.

By: *Jackson Myers*
Jackson Myers
Print Name and Title

Date: 4/4/2023

Norman Public Schools

By: _____

Print Name and Title

Date: _____

MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** This Agreement is between United Systems and the Client specified on the cover page of this Agreement. Under the terms of this Agreement, United Systems will use reasonable efforts to provide Client with Managed Services, and other IT consulting and support services as described in one or more mutually agreed Schedules (the “**Services**”). “**Managed Services**” means Services where United Systems agrees to proactively monitor, manage and/or maintain certain IT components or services (such as servers, PC’s, networks, e-mail services, backup services, and hosting services).

2. Services

a. **Schedules.** The Services are described in Schedules agreed by the parties from time to time. Services may be added or modified through a mutually executed Schedule or through other formal or informal means, including by means of a request by Client (made verbally, by e-mail, or through an online portal) accepted by United Systems, an agreed change order, or Client approval of a quote. United Systems will use reasonable efforts to confirm any requests for additional or modified Services by e-mail or other writing. United Systems is entitled to rely on requests for additional Services made by any Client user, including requests for on-site Services and Services outside of Normal Business Hours (as defined below). In all cases, additional or modified Services will be governed by the terms of this Agreement. The term “Schedule” hereunder refers to a Schedule or Statement of Work signed by both parties, as well as to any informal document or communication that specifies the agreed scope and fees of Services provided by United Systems.

b. **Hours of Service.** Unless otherwise agreed by United Systems, all Services will be provided during “Normal Business Hours”, defined as weekdays between 8:00 a.m. and 5:00 p.m. Central Time, excluding holidays on which United Systems is closed. United Systems charges a higher, premium rate for work done outside of Normal Business Hours.

c. **Customer Service Center.** For certain Managed Services (but only if expressly agreed on a Schedule), United Systems will maintain a centralized “Customer Service Center” to manage the reporting and handling of technical issues. Client agrees to report all technical issues to the Customer Service Center if such Managed Services are provided. The Customer Service Center must be contacted by Client in the manner communicated by United Systems to Client from time to time. The Customer Service Center is typically staffed during Normal Business Hours. Customer Service Center support after Normal Business Hours will be provided only if agreed by the parties as indicated on a Schedule.

d. **Start Date.** United Systems may specify in a Schedule an estimated date for beginning the Services. Any such estimated date is made for project planning purposes only and is not a guarantee; United Systems may revise an estimated start date at any time if the assumptions upon which United Systems relied in determining its initial estimate change the scope of the Services, or if Client fails to provide required information, assistance, and/or decisions.

e. **Warranty/Maintenance Service.** United Systems does not provide warranty service (including extended warranty and maintenance service) for any third party hardware or software unless expressly agreed in writing by United Systems. United Systems strongly recommends that Client maintain its hardware and software under warranty or extended warranty/maintenance (for some Services, United Systems may require that Client maintain its systems under warranty or extended warranty/maintenance). Client may request that United Systems provide certain products and services that are also covered under the manufacturer’s warranty in order to expedite repairs to Client systems. Client is responsible for any potential impact that this may have on Client’s manufacturers’ warranty.

f. **Compliance.** Client agrees to comply with all applicable federal, state, local and foreign laws, rules and regulations in connection with its use of the Services and of its IT systems.

g. **Restrictions.** Client shall not: (1) use or allow use of the Services to provide time-sharing, outsourcing, service bureau, or other IT services to third parties; or (2) reverse engineer, decompile, disassemble, modify or change any portion of software provided to Client by United Systems in connection with the Services (“**Software**”), or attempt to do any of the foregoing.

3. Fees and Payment

a. **Fees.** Client shall pay United Systems the fees and other amounts set forth in the Schedule(s). Unless otherwise agreed on a Schedule, all setup fees and recurring fees for Managed Services are payable in advance. United Systems may in its sole discretion require that a portion or all amounts due for hardware and software purchases be paid in advance of United Systems’ ordering of such hardware or software, and/or on a COD basis.

b. **Rates.** For Services provided that are outside the scope of previously agreed Managed Services, United Systems’ standard rates will apply, with time billed in 15 minutes increment with a 2 hour minimum for each matter plus standard travel charges for on-site engagements. United Systems may, but is not required to, provide requested Services.

c. **Terms.** All invoices are due within ten (10) days after the date Client receives the invoice. All payments under this Agreement shall be made in United States dollars and are non-refundable. Late payments are subject to interest at the rate of eighteen percent (18 %) annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Client agrees to pay costs of collection, including reasonable attorney’s fees, associated with the collection of overdue amounts hereunder by United Systems. Client’s agreement to any Schedule constitutes a valid purchase order for the Services associated with that Schedule including any additional Services performed related to but outside the scope of that Schedule.

d. **Taxes.** Client agrees to pay all federal, state, local and other taxes based on this Agreement, the Services or its use, excluding taxes based on United Systems’ net income. If Client claims tax-exempt status for any purpose in connection with this Agreement, Client represents and warrants that it is a tax-exempt entity and will provide Client upon request with a correct copy of Client’s tax-exempt certification.

e. **Expenses.** Client shall reimburse United Systems for all reasonable out-of-pocket expenses incurred by United Systems in connection with this Agreement, including but not limited to travel, lodging, meals, and shipping expenses.

4. **Authorization to Access Client Devices.** Client hereby authorizes United Systems to access, connect to and manage Client devices via remote technologies as required for the Services without first contacting Client. These activities may include, but are not limited to: (a) updating or changing software drivers; (b) installing and applying software patches; (c) rebooting devices for support purposes; (d) deleting temporary files and clearing caches; (e) starting or restarting application services; (f) verifying and validating data backup jobs; and (g) accessing and copying data upon Client's specific request. Notwithstanding the above, Client is responsible for notifying United Systems in advance of entering into a Schedule of any policies and restrictions relating to access or connections Client systems and facilities.

5. **General Client Requirements.** Client will, at its own cost:

a. Cooperate with and assist United Systems in the performance of the Services, and interact with United Systems in a professional and courteous manner. Client will for example reboot servers or monitoring agents upon request of United Systems; if Client does not wish to perform such functions, then if necessary United Systems will come on site and additional fees will apply.

b. Maintain sufficient bandwidth and a high speed Internet connection at the Client site(s) to support the Services. If this is not maintained, United Systems will not be obligated to provide the Services and/or may increase fees for the Services to reflect the higher cost of supporting Client.

c. Remain solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client data, information, and materials ("Client Data").

d. Provide all necessary information when requesting technical support. This information includes but is not limited to: (i) name of the end user experiencing issue; (ii) location of end user and computer; (iii) contact information for end user; and (iv) detailed description of the issue.

e. If Services are performed at Client's place of business, Client agrees to furnish full and safe access to Client's office, network and systems for United Systems' employees. Client will also provide access cards/keys, adequate parking, internet access, and reasonable work space. Client shall notify United Systems of any health or safety hazards that may exist at Client's location and provide and/or recommend safety procedures to be followed.

f. Client also agrees: (i) to provide any and all passwords necessary for United Systems' employees to perform requested tasks, and (ii) that United Systems may request a unique administrative password for the purpose of providing ongoing maintenance and support of Client's network and systems. Client acknowledges that in approving a unique administrative password to United Systems and its employees that Client assumes full responsibility and any liability resulting from that decision, unless due to United Systems' willful misconduct or gross negligence.

g. Maintain and pay for valid licenses, warranties and/or support contracts for hardware, operating software and application software used in its network and systems with respective third-party vendors. Upon request, Client will provide United Systems copies of such license, warranties and support contracts.

h. Notify United Systems immediately of any issues relating to the equipment and services being managed or monitored.

i. Maintain Client site conditions within the environmental range of all Client system devices and media as specified by the manufacturer.

j. In connection with Customer Service Center services, be responsible for designating one or more authorized contacts for screening end-user service requests and to determine level of service needed and assignment of requests to United Systems.

k. Instruct all users to leave workstations, servers and other computer and network equipment on at all times, unless otherwise instructed by United Systems. Users shall also leave any remote agents active and running at all times unless otherwise instructed by United Systems. Users may log off at the end of their work shift.

l. Notify United Systems upon the removal of a covered device from the network so the United Systems' remote management and monitoring systems can be updated.

m. Provide necessary supplies when deemed necessary, including but not limited to printer consumables, backup tape media, and tape drive cleaning supplies

n. Include (except to the extent that Client wishes to discuss certain aspects of United Systems services without United Systems present) its United Systems account representative in Client's material IT planning and IT decision making meetings in order to facilitate continuity of Services.

6. **United Systems Equipment**

a. Equipment. Client agrees that United Systems may in support of the Services deliver certain United Systems Equipment to Client and install such United Systems Equipment on Client premises. "**United Systems Equipment**" means any equipment provided by United Systems to Client in support of United Systems Services, including but not limited to network management appliances (NMAs), firewall appliances, backup devices, SSL VPN appliances, and data protection devices.

b. Ownership. The United Systems Equipment is and at all times shall remain the sole and exclusive property of United Systems and Client agrees that it does not become an owner of any United Systems Equipment because of the payments provided for in this Agreement. Upon termination of this Agreement, subject to any applicable laws or regulations, United Systems may, but is not required to, retrieve any associated United Systems Equipment not returned by Client as required below. Client agrees to pay any expense incurred by United Systems in any retrieval of the unreturned United Systems Equipment. United Systems will not be deemed to have "abandoned" the United Systems Equipment if it does not retrieve such equipment. United Systems shall be entitled to seek injunctive relief to enforce its rights with respect to the United Systems Equipment.

c. Access. Client agrees to provide United Systems and its authorized agents access to Client premises on a 24 x 7 basis upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, or disconnect or remove the United Systems Equipment, to install associated software, and to conduct an audit of the United Systems Equipment.

d. Upgrades. United Systems shall have the right to upgrade, modify and enhance United Systems Equipment and associated software from time to time through "downloads" from United Systems' network or otherwise.

e. Termination. Client agrees that, if the Agreement is terminated, Client has no right to possess or use the United Systems Equipment. Client agrees to arrange for the return of United Systems Equipment to United Systems, in the same condition as when received (excepting ordinary wear), upon termination of the Agreement. United Systems may charge Client a continuing monthly fee until any outstanding United Systems Equipment is returned, collected by United Systems or fully paid for by Client.

f. Tampering. Client will not, nor will allow others to: (i) open, alter, misuse, tamper with or remove the United Systems Equipment as and where installed by United Systems, or (ii) use United Systems Equipment in any manner contrary to this Agreement, or (iii) remove any markings or labels from the United Systems Equipment indicating United Systems ownership or serial or identity numbers. Client will reasonably safeguard the United Systems Equipment from loss or damage of any kind, including accidents, breakage or fire, and will not permit anyone other than an authorized representative of United Systems to perform any work on the United Systems Equipment. Nothing in this Agreement shall prevent United Systems from enforcing any rights it has with respect to theft or unauthorized tampering of United Systems Equipment under applicable law.

g. Loss. Client agrees to pay United Systems liquidated damages as reasonably determined by United Systems for the replacement cost of the United Systems Equipment without any deduction for depreciation, wear and tear or physical condition of such United Systems Equipment if (i) Client tampers with, or permit others to tamper with, United Systems Equipment, (ii) the United Systems Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond Client's reasonable control, or (iii) the United Systems Equipment is damaged (excluding equipment malfunction through no fault of Client) while in Client possession, whether or not due to circumstances beyond Client's reasonable control. Client agrees to return any damaged United Systems Equipment to United Systems. Notwithstanding the above, Client shall not be required to pay liquidated damages to United Systems if the damage or destruction of the United Systems Equipment arises out of the acts or omissions of United Systems or its agents, employees or subcontractors.

7. Term; Termination.

a. Term. This Agreement is effective beginning the Effective Date and continues for the length of the initial term set forth on the Cover Page. After the end of the initial term, this Agreement shall automatically renew for successive renewal terms of equal length as the initial term, unless either party provides written notice of its intent to terminate this Agreement at least sixty (60) days prior to the end of the then-current term.

b. New Services Adjust to Term. If new Services are added to this Agreement, then the term for the Services will begin on the Effective Date of the Schedule for such Services and will end on termination of this Agreement. The parties may extend the term for this Agreement by written agreement in a new Schedule or amendment to this Agreement. Such extended term, unless otherwise specifically agreed in writing, will apply to all Schedules and Services provided under this Agreement.

c. Termination for Convenience. Either party may terminate this Agreement or a Schedule, for any or no reason, by providing at least sixty (60) days prior written notice to the other party. No early termination fees or charges will apply unless specifically identified on a Schedule.

d. Termination for Breach; Suspension. A party may terminate this Agreement or a Schedule if the other party materially breaches this Agreement or such Schedule and such breach is not cured within thirty (30) days after written notice; provided that if a breach (except for nonpayment) cannot be reasonably cured within 30 days and diligent efforts are being made to effect such cure, then the party in breach may continue to work to on such cure for an additional reasonable time. United Systems may suspend some or all of the Services upon notice to Client if Client materially breaches this Agreement or any Schedule, including but not limited to by not paying any fees or costs due hereunder that are not disputed in good faith by Client by the due date.

e. Termination for Insolvency. A party may terminate this Agreement if: (i) the other party has a receiver or administrative receiver appointed over its assets; (ii) the other party's governing body passes a resolution for winding up, or a court of competent jurisdiction enters an order to that effect; (iii) the other party makes a general assignment for the benefit of creditors; (iv) the other party ceases or threatens to cease to carry on business; (v) the other party is generally not paying its debts as they become due; or (vi) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within 60 days after filing.

f. Survival. Sections 7(g), 8, 9, 10, and 12 of this Agreement shall survive termination or expiration of this Agreement. Termination of this Agreement will not affect any accrued rights or liabilities of either party.

g. Transition Assistance. Upon termination for any reason, United Systems will reasonably assist Client in the orderly termination of Services, including knowledge transfer to another designated provider, data migration, license transfers, and equipment removal. Client agrees to pay United Systems on a time and materials basis, at United Systems' then-current rates, for such transition assistance.

8. Intellectual Property

a. Ownership. Client agrees that United Systems and its third party licensors and suppliers own all right, title and interest, including but not limited to copyright, patent, trade secret, and all other intellectual property rights, in the Services and the Software (including but not limited to the look and feel, algorithms, documentation format, database structures, methodologies, and know-how associated with the Services and the Software) and any and all copies and Updates. United Systems reserves all rights to the Services and the Software not specifically granted herein.

b. Software. United Systems and/or third parties may provide software in connection with the Services. Client may use any supplied Software only in support of the Services provided by United Systems. All such software is licensed to Client subject to the terms and conditions of an end user license agreement ("EULA") which is typically provided as either a document accompanying such software or an on-screen dialogue accepted during initial use of such software. Client represents to United Systems that it will abide by the terms and conditions of any EULA associated with any software provided to Client with any Services.

9. Confidentiality

a. Definition. "Confidential Information" means any business or technical information or data that is disclosed by one party to the other party pursuant to this Agreement. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records. The terms of this Agreement and the Schedules are the Confidential Information of United Systems.

b. **Confidentiality Obligations.** A receiving party agrees: (a) to hold the disclosing party's Confidential Information in confidence; (b) not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information, except to its employees who have a need to know such information for the purpose of this Agreement; and (c) to protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own Confidential Information, no less than a reasonable standard of care. A receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall inform the other party as soon as practicable, prior to any such required disclosure.

c. **Remedies.** Each party acknowledges and agrees that any violation of this Section may cause such party irreparable injury for which such party would have no adequate remedy at law, and that such party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that such party may have at law or in equity.

d. **Termination.** Upon the termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party; provided that, with respect to electronic images of Confidential Information, the receiving party's obligations shall be limited to using commercially reasonable efforts to delete those electronic images from local desktop computer document storage systems and active files on servers but shall not extend to receiving party's routine information systems backup or document retention programs.

10. **Warranty**

a. **Limited Warranty.** Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. United Systems warrants that the Services will be provided in a professional and workmanlike manner, using qualified personnel. In the event that Client provides notice of a breach of the foregoing warranty within thirty (30) days after the delivery of the Services, United Systems will, as Client's sole and exclusive remedy, use reasonable commercial efforts to correct the issue at no additional charge.

b. **Disclaimer.** United Systems does not warrant that the Services will be provided uninterrupted or error-free. Except to the extent set forth in a Schedule, Client agrees that it has the sole responsibility for securing and backing up its data. Client is solely responsible for any claims or issues relating to access, copying and/or deleting end users' data performed by United Systems at Client's request. **UNITED SYSTEMS IS NOT RESPONSIBLE FOR CLIENT'S FAILURE TO MAINTAIN ADEQUATE BACKUPS, NOR FOR THE COST OF RECONSTRUCTING DATA. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UNITED SYSTEMS AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.**

c. **Limitation of Liability.** Client agrees that any liability of United Systems or any of its suppliers relating to this Agreement and the Services or Equipment (whether arising in contract, negligence, or otherwise) shall be limited to the amount of fees actually received by United Systems from Client under the applicable Schedule during the prior two (2) months. In no event shall either party or any of its suppliers be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if a party is told that any of such damages may occur. In no event is United Systems liable for any systems related to medical devices, other life-saving devices, real time controls for critical processes, or other systems the failure of which might cause injury or death, including any interface to any such systems. The foregoing limitations of liability shall not apply to property damage, death or personal injury caused by the willful misconduct or gross negligence of a party. The fees charged by United Systems under this Agreement are calculated with specific reference to the level of liabilities undertaken by United Systems hereunder.

11. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party; provided that either party may assign this Agreement without consent to a party's successor in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, whether by means of a sale of assets, sale of stock or other equity interest, or merger or other consolidation. This Agreement and all Schedules are binding on and inure to the benefit of the parties' successors and permitted assigns, and each party agrees to ensure that its successors and permitted assigns agree to be bound by the terms of this Agreement and all Schedules.

12. **Other Provisions**

a. **Export.** Client acknowledges and agrees that the Equipment, or any other software, technical information, or technology provided pursuant to this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the regulations and laws of another country). Client agrees not to export or re-export the Equipment, or any related technology into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.

b. **Publicity.** United Systems may include Client's name and logo in a list of United Systems clients and as a user of the Services in its marketing materials.

c. **Independent Contractors.** The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between United Systems and Client.

d. **Non-Solicitation.** Client agrees not to, directly or indirectly, solicit, hire or retain, nor cause to be solicited, hired or retained as an employee or independent contractor, any United Systems' employee or contractor (or former employee or contractor employed by United Systems within the prior year) in a technical or sales position at any time during the term of this Agreement and for a period of one (1) year following termination of this Agreement. In the event that United Systems agrees in writing to any such hiring, then, Client will pay United Systems a fee equal to the greater of: (1) such employee's most recent annual salary and bonus and (2) the salary and bonus offered to such employee by Client. Client agrees that this fee is fair and not excessive.

e. **Notices.** Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the Contact section of the Cover Page of this Agreement either: (i) by personal delivery; (ii) by certified mail; or (iii) by nationally recognized overnight courier, and shall be effective upon receipt.

f. Integration. This Agreement (including the Cover Page and any Schedules) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof. Client specifically acknowledges and agrees that, in entering into this Agreement, Client has not relied on any information or promises that are not specifically set forth in this Agreement. United Systems will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect unless agreed to in a separate writing signed by both parties.

g. Informal Dispute Resolution. Each party shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("Dispute") promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management within each of the parties' organizations than the parties' appointed project managers. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute. If the Dispute has not been resolved through negotiation within thirty (30) business days of the initiation thereof, the parties may make a good faith attempt to settle the Dispute by mediation conducted by a mutually agreed mediator.

h. Applicable Law and Arbitration. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the state of Oklahoma, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Each of the parties irrevocably consents to the exclusive jurisdiction of the state and federal courts in Oklahoma City, Oklahoma, and expressly agrees to submit to the jurisdiction of such courts for the purposes of resolving any dispute between the parties and waive any and all objections they may have to venue in such courts.

i. Force Majeure. Except for Client's payment obligations, each party shall be excused from performance and shall not be liable for any delay or failure to perform caused by an event outside the reasonable control of such party, including without limitation war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, failure of third-party systems, failure by Customer to perform its obligations under this Agreement (including without limitation failure by Client to provide full and appropriate access to covered equipment), act of public enemy, failure of the Internet, act of any government affecting the terms hereof, explosion, hurricane, earthquake, flood or other act of God.

j. Third-party Beneficiaries. There are no intended third-party beneficiaries of this Agreement, and nothing in this Agreement may be relied upon by, or shall benefit, any party other than United Systems and Client.

k. Severability. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

l. Headings and Counterparts. Headings to clauses are for ease of reference only and will not affect the interpretation of this Agreement. This Agreement may be executed in any number of counterparts and by the parties upon different counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.

m. Electronic Signatures. The parties agree that this Agreement and all Schedules may be submitted and signed electronically by digital signatures or other electronic manifestation of acceptance. Such signatures will be fully binding on the parties, in the same manner as if physically signed and submitted by a party. Each party waives any objection that its digital signatures and acceptances are not valid.

n. Limitations to Cybersecurity coverages. United Systems, Inc. may or may not carry certain insurance coverages for cybersecurity or data breach. Those coverages are not intended to, and **WILL NOT** cover any intrusions or losses to customer or Client data systems. Each Client should evaluate and independently determine their own coverage needs for such insurance, and if necessary, retain and hold their own separate insurance policies apart from any coverages held by United Systems, Inc.



MANAGED SECURITY PROTECTION SERVICES SOFTWARE SUBSCRIPTION

This Managed Security Protection Services Software Subscription (this “**Subscription**”) is entered into as of **July 1, 2023** (the “**Effective Date**”), by and between United Systems, Inc. (“**United Systems**”) and **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools** (“**Client**”). This Subscription is subject to the terms of the Master Services Agreement between United Systems and Client dated July 1, 2023 (the “**Agreement**”). Capitalized terms used in this Agreement and not otherwise defined have the meaning given to them in the Agreement.

Site Location(s):	Norman Public Schools, 131 S Flood Ave., Norman, OK 73069		
Primary Client Contact:	Christy Fisher	Emergency Phone #:	405-366-5822
Secondary Client Contact:	Andrew Younkins	Emergency Phone #:	405-366-5822

Services Included In This Agreement

United Systems will provide the following Services to Client under this Subscription, subject to the terms hereof. See Appendix A for further description of the Services, and Appendix B for the United Complete Service Level Agreement:

United Complete™ Services Included Coverage
United Complete™ Monitoring -- proactive monitoring and maintenance of critical network Managed Devices with 24x7 alerting, and quarterly performance reporting and analysis for monitored devices
United Complete™ Customer Service Center -- access to United Systems’ Customer Service Center during Normal Business Hours
Site Documentation
Quarterly Business Review
United Complete™ Managed Server -- unlimited support from United Systems network engineers for emergencies, issues and proactive maintenance related to Windows servers*
United Complete™ Network Support -- unlimited support from United Systems network engineers for emergencies, issues and proactive maintenance related to Windows servers* and network devices**.
United Complete™ Managed Cloud Service
United Proactive™ Services Included Coverage
United Proactive™ Workstation
United Complete™ Optional Services Included Coverage
Managed SentinelOne EDR Complete (Endpoint Detection and Response)
Managed SentinelOne Vigilance 24 x 7
Managed Duo MFA (Multi Factor Authentication)
Managed IP Endpoint (Wireless Access Points)

The pricing below is based on an initial review of Client’s current servers and network infrastructure, as inventoried in Appendix A. The parties agree to review changes to and additional information learned regarding Client’s environment and the other aspects of this Subscription on a monthly basis and update fees and Managed Devices under this Subscription to reflect any changes. Client may provide a “Device

Modification Request" using a form supplied by United Systems if it wishes to initiate an update to the Covered Devices. In no event will any reductions in Covered Devices decrease monthly fees by more than 40% than the monthly fees below.

Fees:

Account Executive:	Alvin Myers	Billing Cycle:	Monthly, In Advance
		Setup Fee:*	\$0.00
		Monthly Fee:	\$23,006.88
Notes:	Discounted rates (below) apply for work added at Client's request above and beyond Services included in this Subscription. Services may be performed remotely or onsite per Client approval.		
CURRENT RATES FOR ADDITIONAL SERVICES **			
RESOURCE	STANDARD RATE/HR	DISCOUNTED RATE/HR	
Senior Engineer	\$235	\$195	
Engineer	\$190	\$165	
Device Technician	\$145	\$125	
Cabling Technician	\$125	\$105	

During the installation process, a network probe is installed and initial standardization and configuration of Client's environment is performed. This process includes but is not limited to IP addresses, SNMP, agent's deployment and rack inventory.

*Setup Fee is a one-time charge for new clients/new services to ensure the integrity of the network and desktop environment. The setup fee will change if any product or service quantities change in Appendix A.

**Hourly rates subject to change on an annual basis.

Additional Terms and Signature:

APPENDIX C CONTAINS ADDITIONAL TERMS AND CONDITIONS REGARDING THE SERVICES PROVIDED UNDER THIS SUBSCRIPTION. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS SUBSCRIPTION (INCLUDING THE ATTACHED APPENDICES) AND IS AUTHORIZED TO EXECUTE THIS SUBSCRIPTION.

United Systems, Inc.

Client

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Date Submitted: April, 4 2023. Fees above valid 30 days from date of submission.

APPENDIX A

Managed Devices and Service Description

Service	Quantity	Price	Total
Fully Managed Section (United Complete)			
Managed Server	75	\$ 48.38	\$ 3,628.50
Managed Network (core switches + AP controllers)	42	\$ 33.18	\$ 1,393.56
Managed Cloud Service (for Duo MFA)	1	\$ 23.17	\$ 23.17
Proactive Selection (No Labor)			
Proactive Workstation	800	\$ 7.08	\$ 5,664.00
Network Security Add-Ons			
Managed SentinelOne EDR Complete (800 PC, 75 server)	875	\$ 6.78	\$ 5,932.50
Managed SentinelOne Vigilance 24x7 (800 PC, 75 server)	875	\$ 4.45	\$ 3,893.75
Managed Duo MFA (server users only)	30	\$ 3.00	\$ 90.00
Standard Add-ons			
IP Endpoints (Wireless Access Points)	1084	\$ 2.196863	\$ 2,381.40
Monthly Total:			\$ 23,006.88

UNITED COMPLETE™ SERVICE DESCRIPTION

United Systems is pleased to offer a customized package of high-value information technology Services for Client. While multiple components that are available with United Complete™ are described below, only those Services expressly specified above in this Subscription are provided.

United Complete™ Monitoring

The United Complete™ monitoring system will monitor Managed Devices 24 hours per day, 7 days per week. To the extent possible, monitoring will include system and service up/down status, system and application error logs, and performance of individual system components as recommended by United Systems engineers.

Monitoring capabilities can vary depending on the manufacturer of Managed Device and supported management protocols. United Systems can work with a variety of common management protocols including SNMP, Syslog, Microsoft Windows Event Log and Microsoft Windows Management Interface (WMI). Managed Devices must support one or more of these management protocols to be effectively monitored.

If a Managed Device reports that it is encountering a performance issue, United Systems and Client (upon request) will be notified of the issue via email. United Systems technicians will review and diagnose each alert, and contact the Client if prompt remediation is recommended. Remediation may take place remotely or onsite, as determined by the nature of the remediation required, Client's business requirements, and engineer or technician availability.

Client is advised that while monitoring and email alerting is automated 24 hours per day, United Systems will review, diagnose and respond to alerts during Normal Business Hours only. Client is also required to maintain a full-time Internet connection with sufficient bandwidth to accommodate the remote monitoring software, and enable remote access from United Systems into the Client network.

United Complete™ monitors vital health statistics for Managed Devices, including such metrics as computer and memory usage, available storage, backup logs, error messages, etc. A United Systems engineer will review these statistics each quarter for trends that may indicate current or future performance concerns, and present Client a summary report in plain language of any trends of concern, and priorities for remediation and next steps. Client will receive these quarterly reports via online delivery, and can discuss the report while the United Systems representative is onsite or any time via phone or email during Normal Business Hours by contacting United Systems through your Account Executive or our Customer Service Center.

United Complete™ Monitoring will only be in effect for United Complete™ Service categories selected by Client on this Subscription.

United Complete™ Customer Service Center

United Systems will provide Client with telephone, web and email access to the United Systems Customer Service Center during Normal Business Hours, which are:

8:00am – 5:00pm Central Time, Monday through Friday, excluding public holidays

Phone: (405) 778-8337

Email: support@unitedsystemsok.com. This will generate a customer support ticket in the United Systems dispatch system and will also email Customer a support ticket number.

Web: Visit www.unitedsystemsok.com click on Login, then Support.

The Customer Service Center may assist in scheduling routine requests for assistance and answering any questions regarding Services covered under this Subscription.

Site Documentation and Proactive Maintenance

United Systems on a yearly basis will clean network racks and associated equipment, dress racks and update network documentation including network diagrams, photos, and rack inventory.

Quarterly Business Review with an Account Manager

United Systems firmly believes that a proactive approach to technology management is vital in assuring that Client's network assets support Client's needs reliably, predictably, and cost-effectively. A United Systems Account Manager will meet with the Client each quarter to discuss Client's business and technology requirements, review performance trends and services provided, and plan proactive maintenance to help assure that Client hardware and software is maintained and managed effectively and efficiently.

United Complete™ Managed Windows Server

United Systems will provide Client with network engineering support services as needed for the duration of this Subscription to address routine support, emergency support and proactive maintenance on Managed Devices that are servers. When United Systems' Customer Service Center is notified with a request for service, either from Client or through analysis of alerts provided by the monitoring system, the Customer Service Center will assign a priority level under the provisions of the Service Level Agreement as outlined in Appendix B ("SLA"), and using commercially reasonable efforts after Normal Business Hours. United Systems agrees to use commercially reasonable efforts to deliver the performance standards set forth in the SLA. Each incident will be assigned a Service Trouble Ticket number for tracking. The escalation process will be handled per the Support Tier outlined in the SLA. United Complete Managed Server Includes Patch Management and Endpoint Security.

Managed Server also covers remote or on-site scheduled technical support, as needed, for network Managed Devices and the software that is core to their operation.

United Complete™ Managed Server will include as applicable:

- Patch Management
- Endpoint Security
- Management and support of wide area network connectivity
- Network support documentation (Visio maps, device documentation)
- User moves/email moves adds/changes and deletes
- File server storage management
- Server print queue/driver management
- Server hardware support (Restricted to warranty incidents or incidents where parts are provided.)
- Active Directory management
- DNS/DHCP management
- Bug/Crisis mitigation using OS/firmware updates on key devices
- Advanced remote control (Telnet, SSH Support, RDP, Web)
- Proactive health monitoring
- Automated service recovery
- Automated defrag
- Hyper-V Hypervisor Support and Monitoring
- Microsoft Windows Server 2008 and older are not supported.
- Microsoft Windows Server 2012 end of support date is October 10, 2023.

United Complete™ Managed Network (for Core Switches and AP Controllers & Mobility Master)

United Systems will provide Client with network engineering support services as needed for the duration of this Subscription to address routine support, emergency support and proactive maintenance on Managed Devices that are network devices. When United Systems' Customer Service Center is notified with a request for service, either from Client or through analysis of alerts provided by the monitoring system, the Customer Service Center will assign a priority level under the provisions of the SLA, and using commercially reasonable efforts after Normal Business Hours. United Systems agrees to use commercially reasonable efforts to deliver the performance standards set forth in the SLA. Each incident will be assigned a Service Trouble Ticket number for tracking. The escalation process will be handled per the Support Tier outlined in the SLA. Common Network Support devices include Appliances, Hypervisors, Content Filters, Firewalls, Routers, and Spam Filters.

Network Support also covers remote or on-site scheduled technical support, as needed, for network Managed Devices and the software that is core to their operation.

United Complete™ Network Support will include as applicable:

- Installation of patches and updates
- Firewall Rule and Security Audits
- Network device configurations
- Network device configuration management
- Management and support of wide area network connectivity
- Network support documentation (Visio maps, device documentation)
- Physical cabling plant consulting
- Server hardware support (Restricted to warranty incidents or incidents where parts are provided.)
- Bug/Crisis mitigation using OS/firmware updates on key devices
- United Complete™ Console
- Mobile United Complete™ Console
- Proactive health monitoring
- VMware ESXi 5/6 performance monitoring
- Minor cable runs in emergency situations

United Managed Cloud Service (for Duo MFA)

Managed Cloud Service support is designed primarily to provide support of third party cloud services such as Google G Suite, Office 365, Meraki Dashboard, Aerohive HiveManager, and other supported cloud services.

- Labor for troubleshooting service incidents
- Adds, Moves, Changes
- Service Health Monitoring
- Connectivity Monitoring of IP Endpoints
- Software/Firmware Updates

United Proactive™ Workstation

United Proactive™ Workstation combines monitoring and alerting services with software patch and Endpoint Protection to help protect covered systems and provide proactive notification of real or potential issues. The purpose of this Service is to allow the Client to have insight into the operating condition of their environment and to keep the covered systems up-to-date. The Client can either be notified via e-mail with our automated system or contact from the Customer Service Center. All United Systems technical or engineering services for resolution of issues will need to be requested by the Client and will be billable at the discounted hourly rates.

United Managed SentinelOne Endpoint Detection & Response (EDR) Complete

Managed Endpoint Detection and Response Service utilizes SentinelOne and includes a number of important capabilities. Managed EDR is a signature-less approach to threat detection decreasing the risk of 0-day attacks. EDR uses artificial intelligence and machine learning to track possible threats and act on your behalf to address them, delivering results that are both fast and accurate.

Endpoint detection and response (EDR) solutions are a type of endpoint security software. An EDR solution helps you lock down and secure systems at the endpoint level, helping protect both those endpoints and the wider network against cybercriminals. EDR tools are often compared to standard antivirus solutions, but in reality they offer a range of capabilities that are not typically included in antivirus tools. EDR is incompatible with all other anti-virus/anti-malware software.

EDR Complete provides enhanced forensics with threat Storyline Context, File Integrity Monitoring and 14-day Hunting Data Retention.

United Managed SentinelOne Vigilance 24x7

Managed SentinelOne Vigilance 24x7 service incorporates Vigilance Respond, SentinelOne's global Managed Detection and Response (MDR) service. Vigilance Respond enlists in-house experts to review, act upon, and document every product-identified threat that puts network and reputation at risk. This solution utilizes machine-speed technology run by dedicated analysts to adapt to today's threat landscape. Every identified threat in your environment is reviewed, and documented. This solution includes:

- 24x7x365 monitoring, triage, and prioritization
- Threat investigation, containment, and response
- Ongoing engagement and reporting
- Threat hunting for latest threats and cybercrime

United Managed Duo Multi-Factor Authentication (MFA)

United Managed Duo MFA leverages the power of Cisco Duo to secure covered Client systems. This Service includes licensing, additions, moves, changes and new application integration support. Managed Duo MFA is designed to bring 2FA or MFA into a single pane of glass for enhanced visibility into end-user authentications. Duo MFA security shields covered applications from compromised credentials and devices, and its coverage helps you meet compliance requirements with ease.

APPENDIX B

Service Level Agreements

Response and Resolution Times

The following table shows the targets of response, resolution and escalation threshold times for each priority level. All times are measured during Normal Business Hours:

Priority Level Definition	Priority Level	Target Response Time	Target Resolution Time	Escalation Threshold
Network down (all users and functions unavailable).	1	1 hour callback, remote or onsite response within 4 hours	ASAP	2 hours after first response
Significant degradation of Network (large number of users or business critical functions affected)	2	4 hours callback, remote or onsite response within 4 hours	ASAP	8 hours after first response
Limited degradation of network or user issue (one or small number of users or functions affected, business process can continue).	3	8 hours callback, remote or onsite response by next business day	ASAP, as commercially reasonable	48 hours after first response
Single user, non-critical issue (business process can continue, one user affected).	4	8 hours callback, remote or onsite response by next business day	ASAP, as commercially reasonable	96 hours after first response

* The above target times only apply to Services directly provided by United Systems. United Systems does not make any commitments or guarantees regarding response, resolution or escalation times of 3rd party providers or vendors.

Support Tiers

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and initially documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd party (vendor) support engineers to resolve the most complex issues.

Client may request emergency services outside of Normal Business Hours to respond to critical network issues. Emergency services rendered via remote assistance or onsite assistance outside of Normal Business Hours are subject to be billed at double the normal rate for requested services.

United Systems will provide Client with access to a quarterly summary report that includes all requests for services, the problem statement and resolution for each request.

APPENDIX C

UNITED COMPLETE TERMS AND CONDITIONS

1. Managed Services

- (a) "Managed Device" means the server, workstation, local area networking equipment, wide area networking equipment, and other IT components located at the Client location(s) specified above, so long as such Managed Devices have been disclosed to and accepted by United Systems and meet the requirements of this Subscription. To be a Managed Device, the United Systems managed service agent program must be added to such component. Managed Devices do not include hardware or application software unless specifically listed on this Subscription.
- (b) United Systems will use commercially reasonable efforts to detect and avoid the malfunction of Managed Devices. Proactive services include monitoring, alerting and patch management. These services are designed to report to United Systems performance and availability data concerning Client's network and to alert United Systems' Customer Service Center to potential problems. Monitoring Services do NOT include the provisions of any intrusion detection services nor do they address any other security concerns.
- (c) United Systems will use diligent efforts to manage the restoration of malfunctioning Managed Devices to good working order. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware and software vendors, and to keep United Systems updated with all information required to enlist vendors' technical support including e-mail and phone contact information along with any customer codes or access information that may be required. All vendor and third-party technical support fees are the responsibility of Client. United Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts.
- (d) Client's data backup systems may be listed as a Managed Device on this Subscription. However, Client agrees and understands that, unless United Systems is providing Client with a fully managed backup solution under a separate Subscription, United Systems is only able to verify that backup systems are reporting proper operation and can make no guarantees as to whether or not actual backups are taking place. Client is solely responsible for ensuring that data backups have actually been performed and are available in the event of any failure of the backup subsystem which leads to any data loss or the inability of the backup subsystem to restore data at any time. United Systems has no liability for any costs associated with data recovery/disaster recovery services.
- (e) When requested by United Systems, Client will ensure that all office workstations and laptops will be left turned on at night so United Systems can perform required workstation maintenance and proactive support.
- (f) United Systems will use diligent efforts to deploy software patches for operating system software in a manner that will, in a timely fashion, address the security or functionality concerns for which a patch was released. United Systems will only deliver patches that have been tested and released by the original manufacturer of the software being patched. Client acknowledges that some patches may cause operating difficulties or "break" other software, and agrees that United Systems will not be responsible for the potential adverse effects of applying such a patch.
- (g) It is the responsibility of Client to ensure that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is United Systems liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make any system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, or re-indexing databases, will be billed separately on a time and materials basis.

2. Normal Business Hours Support

Unless otherwise expressly agreed on the Subscription, United Systems provides Services under this Subscription only during Normal Business Hours, and all work performed by United Systems after Normal Business Hours will be billable to Client as an additional Service, per the terms of the Agreement and this Schedule/Subscription.

3. Hardware

United Systems does not provide hardware warranty or maintenance services, and does not maintain an inventory of spare parts or replacement hardware. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware vendors. United Systems will use reasonable efforts to coordinate with hardware warranty/maintenance providers in the repair and replacement of defective hardware. United Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts. United Systems shall have no obligation with respect to components that are identified by

its manufacturer as a consumable or expendable item including, but not limited to, printer cartridges, fuser assemblies, batteries, print heads, magnetic media, paper supplies and similar items; handling all such items are the Client's responsibility.

4. Requirements for Managed Devices

- (a) All Managed Devices must operate in a clean, well ventilated and temperature controlled environment which is free of dust and smoke.
- (b) All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later, and have all of the latest United Systems' approved Microsoft Service Packs and Critical Updates installed. All Servers with Apple Macintosh Operating Systems must be running Snow Leopard Server (10.8.x) or later, and have all of the latest United Systems-approved Apple Software Updates installed.
- (c) Managed Devices with original manufacturing dates 48 months or more prior to the Effective Date of this Subscription are excluded from inclusion of coverage unless it is agreed that the unit will be "lifecycle" replaced within six (6) months from the inception of this Subscription. In the event such Managed Devices are not replaced within six (6) months any Services performed on them shall become billable at United Systems' current rate, less any applicable discounts due, per United Systems United Complete discounting.
- (d) Critical Servers and Network infrastructure must be protected under an enterprise warranty with next day on-site parts replacement.
- (e) Managed Devices must have a valid manufacturer's serial number, and Client must notify United Systems if it moves the primary location for any Managed Device to a different Client site.
- (f) It is recommended that all Managed Devices must be attached to a power surge protection device which has been UL® Listed with a protection threshold of at least 200 joules.
- (g) All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 8 Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed. All Desktop Mac's and Laptops with Apple Macintosh Operating Systems must be running Snow Leopard (10.6.x) or later, and have all of the latest Apple Software Updates installed. If there are desktops/laptops that cannot meet this requirement due to hardware requirement deficiencies, they will still be covered under this Subscription but will not be subject to the response times listed in Appendix B.
- (h) All Server and Desktop Software must be genuine, licensed and vendor-supported.
- (i) The Managed Devices must have a currently licensed, up-to-date and United Systems-approved or provided Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email. No other Antivirus/Antimalware may be installed on the Managed Devices.
- (j) The Managed Devices must have a currently licensed, United Systems-approved server-based backup solution that can be monitored, and send notifications on job failures and successes. The system cannot be tape based and must include an off-site component.
- (k) The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet that also provides network layer anti-virus and anti-spyware protection.
- (l) All Wireless data traffic in the environment must be securely encrypted with a minimum of the WPA2 encryption standard.
- (m) There must be an outside static IP address assigned to a network device, allowing VPN access.
- (n) United Systems may install remote monitoring and management software on Managed Devices as needed in order to comply with the terms of this Subscription. Client agrees to not disable this software during the term of this Subscription.

Material and labor costs required to bring Client's current environment up to these minimum standards are not included in this Subscription unless specifically agreed in writing by the parties.

Managed Devices that initially meet the above standards can later begin chronically failing. This means that the Managed Device repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with United Systems to replace the Managed Device at additional cost through United Systems.

5. Disaster Planning

A formal disaster recovery or business continuation plan is NOT within the scope of this Subscription. Although the services to be provided under this Subscription are designed to provide managed IT continuity and will, under certain conditions, help Client recover from certain disasters, it should in no way be considered a formal disaster recovery or business continuity plan. If Client requires a disaster recovery or business continuation plan, including testing of the plan, United Systems can assist Client with the development of such a plan. All time spent in the development and testing of this plan would be billable at a discounted rate or as an agreed additional Service.

6. Documentation

United Systems will, at its expense, maintain updated documentation on Managed Devices to facilitate the providing of Service. Upon termination of the Agreement, if Client has paid all amounts due under the Agreement, Client will be provided with a printed or electronic copy of such documentation upon written request.

7. Exclusions

United Systems is not required to provide any Services except those Services expressly set forth in this Subscription. Without limiting the foregoing, the following items, fees, and/or services are excluded from the Service under this Subscription; any work performed related to the following will be billed at United Systems' standard rates:

- (a) Any service(s) required due to treatment or attempts to install, repair, maintain, or modify any Managed Devices or related software or peripherals by a non-United Systems authorized person or entity, including but not limited to negligent acts, improper configuration changes, new application installations, and upgrade installations.
- (b) Managed Device(s) which cannot be properly serviced due to end of life conditions, other withdrawal or termination of warranty or support by the manufacturer, unavailability of documentation or parts, or that exhibit excessive damage. United Systems will use commercially reasonable efforts to provide thirty (30) days' notice to Client of any issues under this clause.
- (c) Provision of supplies or accessories for any Managed Device(s) or electrical work external to Managed Device(s).
- (d) Maintenance of accessories, alterations, attachments, upgrades or other devices; or services related to any relocation of Managed Device(s) unless specifically listed in a Subscription.
- (e) The cost of any parts, equipment, or shipping charges of any kind.
- (f) Third-party software license fees, renewal fees, or upgrade fees of any kind (except in connection with software provided by United Systems in support of the Service).
- (g) The cost of any third-party vendor or manufacturer support or incident fees of any kind.
- (h) Programming (modification of software code) and program (software) maintenance.
- (i) Training services of any kind unless otherwise agreed in writing by United Systems.
- (j) Moving hardware from one physical address to another physical address.
- (k) United Systems covers only the maintenance support of the network connection of network enabled, shared printers/copiers, and the printer connection and printer drivers of locally attached printers. Any other printer maintenance is not covered.
- (l) Any peripheral attached to a workstation/laptop including, but not limited to USB hard drives, scanners, docking devices, cameras, and VoIP phones are not covered unless specifically listed on this Subscription.

8. E-Rate

- (a) Should Client receive E-Rate Basic Maintenance funding from the Universal Service Administrative Company (USAC) Schools and Libraries Division (SLD) for the SPIN of United Systems, the payments made to United Systems for E-Rate eligible services would be able to be applied to Client's portion required by the SLD.
- (b) This Subscription does not include parts, and parts will be billed on an "As needed basis". Upon approval from the SLD for Basic Maintenance with United Systems, the E-Rate Basic Maintenance Service Contract will cover parts under the rules of the program and will be billed as the incidents occur. Client will be billed its portion at the time the approved and eligible parts are invoiced.



Schedule of Annual Invoicing – Cisco Flex 5-year agreement

United Systems, Inc confirms intent to deliver services under the original terms of the Cisco Flex 5-year Subscription Agreement to **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools** for the 2023-2024 Fiscal School Year, July 1, 2023 thru June 30, 2024.

Annual Payment Schedule:

2020 – 2021 – Flex Agreement: \$109,836.00 + Installation: \$18,500.00 = \$128,336.00

2021 – 2022 – Flex Agreement: \$109,836.00

2022 – 2023 – Flex Agreement: \$109,836.00

2023 – 2024 – Flex Agreement: \$109,836.00

2024 – 2025 – Flex Agreement: \$109,836.00

5-year Total = \$567,680.00

Invoicing occurs on September 1 of each year.

United Systems, Inc.

Client

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Date Submitted: April, 4 2023. Fees above valid 30 days from date of submission.



Professional E-Rate Management Services – Fee Schedule
Independent School District N. 29 of Cleveland County, OK dba Norman Public Schools, Norman, Oklahoma

Professional Fees for E-Rate management services described in the Kellogg & Sovereign® Consulting (“K&S”) *Master Services Agreement for Professional E-Rate & OUSF Management Services* (“MSA”) and the *Scope of Professional E-Rate & OUSF Management Services* (“Scope of Services”) are listed below.

Fees for E-Rate FY2024 are separated between Data Transmission and/or Internet Access services ("C1" or "Category One") and Internal Broadband Connections, Managed Internal Broadband Services (MIBS) and Basic Maintenance of Internal Broadband Connections (BMIC) categories of service ("C2" or "Category Two").

Fees for requests for funding in the Category Two categories of service shall be based on a percent of the total funding commitment amount issued by the Universal Service Administrative Company ("USAC") on each of the applicant's FY2024 Funding Commitment Decision Letter(s). The Base Filing Fee for C2 services is due in full at the time the application is filed. The amount due in excess of the Base Filing Fee is contingent upon funding and shall be due and payable upon issuance by USAC of the Funding Commitment Decision Letter related to FY2024 C2 Services.

FEES FOR E-RATE FUNDING YEAR 2024 {7/1/2024-6/30/2025}

Category of Service	Description	Amount	Billing Date
Category 1 (C1) Telecommunications & Broadband Services	Pre and Post Funding for C1 Services	\$9,400.00	January 2024
Category 2 (C2) Internal Broadband Connections, MIBS & Maintenance	Base Filing Fee for C2 Services	\$2,000.00	March 2024
	Pre and Post Funding for C2 Services	<ul style="list-style-type: none"> - Funding up to \$1,000,000: 3% of funding commitment amount less base filing fee. - Funding over \$1,000,000: Greater of \$30,000 or 2% of funding commitment amount less base filing fee. 	Due upon funding

FEES FOR OUSF COMPLIANCE SERVICES FOR THE PERIOD JULY 1, 2023 – JUNE 30, 2024

OUSF Document and Compliance Services. Includes preparation and submission of applicant affidavit(s) and assistance with document requests.	Check YES to request ____ YES ____ NO
Annual cost \$1,450.00 – billed January 2024 OUSF consulting fee includes up to 12 hours consulting time directly related to OUSF. Additional hours will be billed at \$175/hour	

Payment terms are net 30 days, unless otherwise noted.

Fees for additional Form 470 filings. After K&S has filed the Form 470 and RFP for the Applicant for FY2023, the applicant may choose to request additional services or make cardinal changes to the services requested. K&S fees are as follows:

- (a) Additional Form 470 requested more than 45 days prior to close of the filing window: \$750
- (b) Additional Form 470 requested less than 45 days prior to close of the filing window: \$1,500

Documentation. K&S will provide E-Rate Documentation on the applicant's Kellogg & Sovereign E-Rate Sharepoint folder for online access. E-rate applicants also have access to their E-rate documentation on the USAC E-Rate Productivity Center (EPC).

Remittances. Payments should be remitted to Sigma Technology Fund, LLC dba Kellogg & Sovereign Consulting P.O. Box 222113 Dallas, Texas 75222-2113

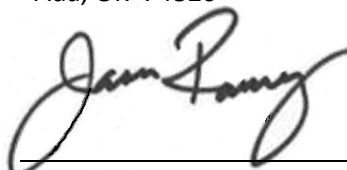
If fees or expenses are not paid withing 90 days, K&S may elect to terminate the contractual agreement in whole or in part as detailed in the MSA.

Should K&S encounter any unforeseen problems which will warrant additional time or expense, you will be notified of the situation including any added cost. You will have the opportunity to agree to any additional expenses prior to additional expenses being incurred. Any and all additional charges other than the standard fees outlined above, detailed in the MSA, or listed in the Scope of Services shall be agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

FOR:
**Independent School District N. 29 of
Cleveland County, OK dba Norman Public
Schools**
131 S Flood Ave
Norman, OK 73069

FOR:
Kellogg & Sovereign Consulting
1400 Hoppe Blvd, Suite D
Ada, OK 74820



Signature

Signature

Printed Name

Jason Ramey

Printed Name

Title

CEO

Title

Date

March 16, 2023

Date



Master Services Agreement Professional E-Rate & OUSF Management Services

Kellogg & Sovereign® Consulting (“K&S”) agrees to provide E-Rate & OUSF Management services to assist **Independent School District #29 of Cleveland County, OK dba Norman Public Schools, Norman, Oklahoma** (“Applicant”) with the Universal Service Discount Mechanism for Schools & Libraries (“E-Rate Program”) filing and compliance and the Oklahoma Universal Services Fund (“OUSF”) program compliance and documentation.

The following services are included in the standard fee and are detailed in the attached and incorporated *Scope of Professional E-Rate & OUSF Management Services*:

OUSF:

Compliance & Documentation*

Pre-Funding Services:

CIPA Compliance Review

Entity Verification & Changes

Discount Calculation

Form 470 Preparation, Review and Submission

Competitive Bidding – RFP Management, Secure e-bidding, vendor mgt, online bids and evaluation

Form 471 Preparation, Review and Submission

Post Funding Services:

Form 486 Preparation, Review and Submission

Form 472 Preparation, Review and Submission

SPIN Changes and Service Substitutions

Invoice Extensions

Form 500 Preparation, Review and Submission

Program Compliance

Document Retention

USAC & FCC Appeals

Support Services & Tools

On-Line Chat

Phone Support

Monthly Conference Calls

USAC E-Rate portal

K&S Client portal

Document portal

Workshops and Webinars

Online RFP Questionnaire

Secure e-Bidding Site

www.erate470.com

www.kelloggllc.com

Social media notices

**OUSF compliance and documentation included only if selected on fee schedule*

Services offered outside of the standard fee and priced separately include reconciliation of service provider discounts (SPI-Form 474), assistance with on-site audits, special compliance reviews, Payment Quality Assessment (PQA) reviews, selective review information requests (SRIR), competitive bidding reviews, cost effectiveness reviews and other reviews as requested by the Universal Service Administrative Company (USAC).

K&S is not a law firm and is not licensed to practice law. Any and all matters which require a legal opinion or review by a legal professional must be contracted out to the appropriate outside legal counsel.

Term

Term of this agreement shall be effective from date of execution of this agreement through **June 30, 2024** with up to two (2) subsequent twelve-month renewals subject to annual mutual ratification in writing by both parties. Execution of the annual fee schedule shall be considered mutual ratification.

Fees

Fees shall be mutually agreed upon annually. K&S shall provide Applicant with a *Professional E-Rate & OUSF Management Services Fee Schedule* that shall be incorporated into this Master Services Agreement upon execution of both parties.

#

Applicant (School or Library) Responsibilities

USAC E-RATE PRODUCTIVITY CENTER “EPC”

Applicant responsibilities regarding the online E-Rate Productivity Center (“EPC”) are as follows:

Applicants must provide Kellogg & Sovereign Consulting (CRN 16024809) and their designated K&S consultant users with full rights access for all forms except FCC Form 498 on their online E-Rate Productivity Center (“EPC”) located on the USAC web site. *K&S cannot provide any E-Rate filing services on behalf of the Applicant until access is granted.*

The applicant must designate an authorized school or library business official as the general contact and account administrator and maintain their online access including passwords to ensure there is always an authorized school or library business official with full rights able to access the Applicant’s EPC. If the account administrator for the applicant changes, it is the Applicant’s responsibility to notify USAC and assign a new account administrator.

For Applicants who will be utilizing the reimbursement (BEAR - FCC Form 472) method to receive E-Rate discounts, the Applicant must complete an FCC Form 498 online and must notify USAC of any changes in order to keep the Form 498 information current.

The Applicant is fully responsible for timely certifying FCC forms submitted by K&S on behalf of the Applicant on the Applicant’s E-Rate Productivity Center.

OUSF AFFIDAVITS OR DOCUMENT REQUESTS

The applicant’s responsibilities for OUSF affidavits and document requests are as follows:

- Carefully review Affidavit and return the signature page(s) within 5 business days (unless another deadline is specified)
- Provide a current network diagram including circuit information
- Respond to all data requests except for data requests that need clarification from the service provider or federal documentation. The Beneficiary is responsible for any additional data requested by the Public Utility Division (PUD)
- Forward all PUD Determinations and correspondence to ks-ousf@kelloggllc.com.
- Participate in conference calls with PUD staff in order to resolve questions regarding OUSF applications and funding

TIMELY RESPONSE TO DOCUMENT REQUESTS:

It will be K&S’s responsibility to list a due date on each request for documentation. Moreover, K&S will send all documentation requests to the applicant’s designated contact person via e-mail or text message. The applicant must provide a valid email address and cell phone number for K&S notifications. It will be the applicant’s responsibility to return the requested documentation by the due date shown. To cover the extra costs of staff overtime, multiple sending of requests, and undue hardship, K&S reserves the right to provide advance notification, and if necessary, charge a late response fee for any request that is received after the deadline stated on the request. At the discretion of K&S, the late response fee may be waived if the applicant requests an extension prior to the due date. Once a late response fee is incurred, K&S will send applicant an invoice immediately which will be due and payable upon receipt. If the late response fee invoice is not paid within 45 days, the contract may be terminated by K&S.

Example 1: K&S sends a request for copies of bills to applicant in September. The due date listed on the request is October 15 along with notification that a late response will result in late fees of \$100 per day. Your documentation is not received by K&S until October 21. K&S would charge a late response fee of \$500.00 (5 days late x \$100/day).

Example 2: Same facts as above, but applicant sends an email notice to K&S on October 14 explaining that their accounts payable clerk is out on maternity leave, but documents can be provided to K&S by October 31. Applicant's documentation arrives in K&S's office on October 30. No late response fee would be charged.

SERVICE PROVIDER DISBURSEMENTS – DISCOUNT (SPI FORM 474) METHOD ONLY

If an applicant chooses to receive E-Rate discounts by the discount method (Service Provider Invoice – SPI Form 474) instead of the reimbursement method (Billed Entity Applicant Reimbursement Form 472), the applicant must reconcile service provider discounts. According to USAC, it is the beneficiary school or library's responsibility to review all service provider bills and E-Rate discounts provided to the beneficiary through the service provider discount method (Form 474 – Service Provider Invoice). Therefore, it is the responsibility of the school or library to review service provider bills and credits received to ensure the following: (1) the services were used solely for educational purposes; (2) the service provider only requested discounts for eligible goods and services; (3) the service provider allocated the costs of any contract that included both eligible and ineligible components in the related request for discount; (4) the service provider deducted from the pre-discount cost of services the value of all price reductions, promotional offers, and "free" products or services; and (5) the applicant retained all documents related to the service provider's request for discounts on behalf of the beneficiary.

Neither K&S nor its employees or agents are responsible for the actions of service providers related to the applicant's E-Rate funding. This includes all documentation provided by service providers including bids submitted, vendor supporting documentation, proposals, and contracts. Additionally, if the applicant selects the discount method for receiving E-Rate funding, the service provider is solely responsible for proper calculation, review, and application of E-Rate credits to the applicant's bills. *Reconciliation of service provider discounts related to the discount (SPI-Form 474) method is NOT included with K&S's standard fee and may be contracted separately.*

PROGRAM COMPLIANCE

Children's Internet Protection Act (CIPA)

Applicants must comply with all E-Rate program rules including state and local procurement requirements. Additionally, the applicant must be in compliance with the Children's Internet Protection Act¹ and provide K&S with an annual certificate of compliance along with documentation that the filter was installed and working during the funding year. Applicants are responsible for retaining documentation to support their compliance with CIPA including board agenda and minutes when CIPA is discussed.

Procurement Procedures

K&S will provide guidance regarding compliance with competitive bidding E-Rate rules, procedures and guidelines. Applicants are responsible for complying with their own state, local, and federal procurement guidelines. This includes, but is not limited to, proper format of Requests for Proposal if different than K&S's standard format, required vendor forms, publishing of RFPs, bid evaluation process, board approval, contract negotiation, and legal review and approval of contracts.

¹ <https://www.usac.org/sl/applicants/step05/cipa.aspx>

DOCUMENT RETENTION (TEN YEARS)

All documents prepared or handled by K&S will be copied, scanned and archived. However, K&S cannot be responsible for retention of documents not in K&S's possession.

As stated in the *E-Rate Modernization Order*², the Applicant will be responsible for retaining documentation for a period of **TEN YEARS** after the latter of the last day of the applicable funding year, or the last day of delivery of services for that funding year.

The *Schools and Libraries Fifth Report and Order*³ requires retention of the following documentation:

Pre-bidding Process. The school/library will retain signed copies of all written agreements with E-Rate consultants. Documentation in this area is also retained by K&S.

Bidding Process. All documents used during the competitive bidding process will be retained. Documents such as: Request(s) for Proposal (RFP(s)) including evidence of the publication date; documents describing the bid evaluation criteria and weighting, as well as the bid evaluation worksheets; all written correspondence between the school/library and prospective bidders regarding the products and service sought; all bids submitted, winning and losing; and documents related to the selection of service provider(s). Documentation in this area is also retained by K&S.

Contracts. The school/library will retain executed contracts, signed and dated by both parties. This includes all amendments and addendums to the contracts, as well as other agreements relating to E-Rate between the school/library and the service provider(s), such as up-front payment arrangements. Documentation in this area is also retained by K&S.

Application Process. The school/library will retain all documents relied upon to submit the Form 471, including National School Lunch Program eligibility documentation supporting the discount percentage sought; documents to support the necessary resources certification pursuant to section 54.505 of the Commission's rules, including budgets; and documents used to prepare the Item 21 description of services attachment. Documentation in this area is also retained by K&S.

Purchase and Delivery of Services. The school/library will retain all documents related to the purchase and delivery of E-Rate eligible services and equipment. This includes purchase requisitions, purchase orders, packing slips, delivery and installation records showing where equipment was delivered and installed or where services were provided.

Invoicing. The school/library will retain all invoices. Related documents include records proving payment of the invoice, such as accounts payable records, service provider statement, beneficiary check, bank statement or ACH transaction record. The school/library will also retain copies of service provider checks payable to the school/library related to Form 472 (BEAR) filings, if applicable.

Assets and Inventory. The school/library will retain asset and inventory records of equipment purchased and components of supported internal connections services sufficient to verify the location of such equipment. The school/library will also retain detailed records documenting any transfer of equipment within three years after purchase and the reasons for such a transfer.

Forms and Rule Compliance. All program forms, attachments and documents submitted to USAC will be retained. The school/library will have procedures to require retention of all official notification letters from USAC, as applicable: FCC Form 470 certification pages (if not certified electronically), FCC Form 471 and certification pages (if not certified electronically), FCC Form 471 Item 21 attachments, FCC Form 479, FCC Form 486, FCC Form 500, FCC Form 472. The school/library will also retain any documents submitted to USAC during program integrity assurance (PIA) review, Selective Review and Invoicing Review, or for SPIN change or other requests. In addition, the school/library will retain documentation to provide compliance with other program rules, such as records relevant to show compliance with the Children's Internet Protection Act (CIPA). Documentation in this area is also retained by K&S.

Termination

Either party may, upon written notice to the other party, terminate this contract in whole or in part for convenience. All fees incurred prior to receipt of the termination notice will be due and payable immediately upon termination. Contingency fees for E-Rate Category 2 services will be due and payable to K&S according to the terms of the original agreement. K&S will be released from responsibility for the filing of E-Rate applications and any related follow up work or USAC reviews immediately

²*Modernizing the E-Rate Program for Schools and Libraries*, WC Docket No. 13-184, E-Rate Modernization Order, FCC 14-99A1 Released on 7/23/2014. http://transition.fcc.gov/Daily_Releases/Daily_Business/2014/db0723/FCC-14-99A1.pdf [last accessed July 31, 2014]

³*Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Fifth Report and Order and Order, FCC 04-190 Released on 8/13/04. http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-04-190A1.pdf

upon receipt of the termination notice. All terminations must be delivered in writing via certified mail to the addresses and parties listed herein.

Liability

K&S will make every reasonable effort to avoid any errors or omissions in the services or advice that K&S provides to K&S's clients. However, the rules, regulations, and guidelines for both the Oklahoma Universal Services Program (OUSF) and the universal service discount mechanism for schools and libraries (E-Rate) are voluminous, ambiguous, and constantly changing. K&S's liability for any errors or omissions will be limited to a full refund of the fees paid to K&S and will not include liability for any consequential or related damages. Any claim for damages will expire within two years of when the final billing is mailed to the Applicant. K&S's liability is strictly limited to the Applicant and the Applicant's specific organization. Any recommendations or actions provided to the Applicant may not be used or relied upon by any other parties or related entities. Disputes with the Universal Service Administrative Company ("USAC") or the Oklahoma Corporation Commission ("OCC") regarding the interpretation of the rules will not constitute an error or omission if the Applicant has been advised of the difference in opinion.

Disclaimer

Due to uncertainties inherent in the funding processes for both E-Rate and OUSF, Kellogg & Sovereign® Consulting does not warrant or guarantee any E-Rate funding or OUSF support payments will be received as a result of this contractual agreement.

Miscellaneous

Independent Contractor.

The Applicant and K&S agree that K&S is an independent contractor. Nothing in this Agreement shall be construed to create any employment relationship between the Applicant and K&S. K&S shall be solely responsible for reporting and payment of any income, self-employment, social security, occupational, or any other state, federal, or local taxes owed as a result of any money received under this Agreement. K&S understands and agrees that it has no authority to and may not represent or otherwise hold itself out as an employee or agent of the Applicant and shall not enter into any agreement, contract, or obligation of any kind on behalf of the Applicant. The parties agree that the *Letter of Agency* is hereby incorporated into this agreement. Finally, K&S will not have or exercise the authority to supervise or direct the activities of any employee/agent of Applicant.

Third party service provider

K&S may, and depending on the circumstances, use third-party service providers in servicing your account. K&S may share confidential information about Applicant with these service providers but remain committed to maintaining the confidentiality and security of Applicant's information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of any personal information. In addition, K&S will secure confidentiality agreements with all service providers to maintain the confidentiality of Applicant's information and K&S will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of Applicant's confidential information to others. If we are unable to secure an appropriate confidentiality agreement, Applicant will be asked to provide consent prior to the sharing of confidential information with the third-party service provider. Furthermore, K&S will remain responsible for the work provided by any such third-party service providers.

Standard of Work.

K&S represents and warrants that it will perform the services under this agreement in a good workmanlike and professional manner and with a level of care, skill, knowledge, and judgment required or reasonably expected of entities performing similar services. Applicant will not exercise any control or direction over the methods by which K&S performs such services.

Entire Agreement.

This Agreement constitutes the complete and entire understanding between the parties as to its subject matter, and this Agreement may not be amended except in writing executed by both parties.

Dispute Resolution.

Any disputes arising out of this Agreement shall be resolved informally, where possible, through conference with the Applicant's designee. With respect to any dispute that cannot be promptly resolved through informal conference, K&S shall present such dispute to the Applicant in writing pursuant to the Applicant's Board Policy prior to seeking appropriate legal action.

Confidential Information.

Applicant acknowledges that pursuant to this Agreement, its agents or employees will obtain and gain knowledge of certain information and trade secrets which are confidential and proprietary to K&S, including without limitation, information, trade secrets, ideas, concepts, inventions, designs, developments, procedures, data, know-how, etc. All such information shall remain the exclusive property of K&S and may be disclosed to the extent required by the laws of Oklahoma.

Assignment and Successors.

The covenants, agreements, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties to this Agreement, provided that Applicant may not assign any of its rights, privileges, or duties hereunder without the prior written consent of K&S.

Partial Invalidity.

The provisions of this Agreement are severable, and if any part of it is found to be invalid, void or unenforceable, the remaining paragraphs shall remain fully valid and enforceable.

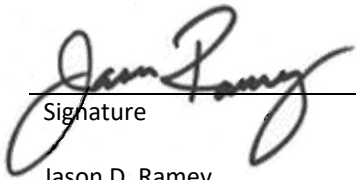
We believe this Agreement to Provide Professional E-Rate & OUSF Management Services, as well as the incorporated Scope of Professional E-Rate & OUSF Management Services, Letter of Agency, and Fee Schedule accurately set forth the mutual understanding of the parties. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning us the executed copy.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

FOR:
**Independent School District #29 of Cleveland
County, OK dba Norman Public Schools** 131 S
Flood Ave
Norman, OK 73069

FOR:
Kellogg & Sovereign® Consulting
1400 Hoppe Blvd, Suite D
Ada, OK 74820

Signature



Signature

Printed Name

Jason D. Ramey

Printed Name

Title

CEO

Title

Date

May 3, 2023

Date



SCOPE OF PROFESSIONAL E-RATE & OUSF MANAGEMENT SERVICES

The following services will be provided by Kellogg & Sovereign® Consulting (“K&S”) in conjunction with the Master Services Agreement for Professional E-Rate & OUSF Management Services (“MSA”), its related Letter of Agency, and Fee Schedule. Unless specifically set forth herein or amended in writing, this Scope of Professional E-Rate & OUSF Management Services shall be a comprehensive list of available services provided under this agreement.

OUSF COMPLIANCE SERVICES

Oklahoma Corporation Commission - Oklahoma Universal Service Fund Beneficiary Affidavit. Preparation and submission of Affidavit requests for funding support from the Oklahoma Corporation Commission. Gather and assimilate supporting documentation from applicant, service provider and other sources as necessary to timely submit OUSF Beneficiary (Oklahoma school or library) affidavit requests in compliance with State of Oklahoma statutes and Oklahoma Corporation program rules and requirements. Provide guidance to Applicant with regard to OCC program rules related to determination of OUSF funding support, funding compliance, and application requirements.

Program Compliance and Documentation. Compile information requested by the Oklahoma Corporation Commission (“OCC”) for support payments provided by the OUSF Beneficiary’s participation in Special Universal Services support from the Oklahoma Universal Services Fund. Track and respond to data request(s) that relates directly to the Affidavit or federal documents. Notify school or library of rule changes and compliance issues that may affect OUSF payments.

PRE-FUNDING SERVICES

Entity Verification and Changes. Verify that applicant’s entities are properly registered with the Universal Service Administrative Company Schools and Libraries Division (“SLD”) and the Federal Communications Commission (“FCC”). Submit to USAC and verify changes in entity names, addresses, and other entity changes as necessary.

Competitive Bidding, Forms 470 Preparation and Submission. Provide questionnaire to applicant for use in preparing applicant-driven Requests for Proposals (“RFPs”) in compliance with E-Rate program requirements. Provide secure e-bidding web site for posting of RFP, management of service provider inquiries and applicant responses, receipt of service provider proposals, and online bid evaluation. Review applicant-prepared RFPs for compliance. Review bids, collect and review supporting documentation. Assist service providers with inquiries. Advise applicant with regards to compliance with E-Rate program rules and regulations for proper conduct of a fair and open competitive bidding process.

The applicant is responsible for compliance with their own federal, state, and local procurement rules and procedures.

Discount Calculation. Gather and assimilate documentation from applicant and consortium members, if applicable, to determine discount per E-Rate program rules. Advise applicant with regards to E-Rate program rules for the proper calculation of discounts.

Funding Tracking and Analysis. Assist applicant with maximizing discounts received for E-Rate eligible products and services under the program rules. Track Category 2 budgets and funding for each year of the rolling five-year funding cycle. Provide applicant with guidance regarding budget allotment and project planning.

#

Forms 479 and Letters of Agency for Consortium Filings. Manage the distribution and receipt of both letters of agency (“LOA”) and properly completed Forms 479 from participating consortium members in compliance with E-Rate program requirements.

Forms 471 Preparation and Submission. Provide applicant with online access to bids received, online bid evaluation, and other forms as needed to ensure compliance with E-Rate program rules and requirements. Track applicant responses, gather and assimilate supporting documentation from applicant, service provider and other sources as necessary to timely submit applications in compliance with E-Rate program rules and requirements. K&S will file separate applications for category one services (broadband services to schools and libraries) and category two services (Internal Broadband Connections, Managed Internal Broadband Services and Basic Maintenance).

Program Integrity Assurance (PIA). Represent applicant throughout the application review process. Work directly with PIA to process requests for additional information and clarification during application review. Minimize the risk of denied or reduced funding requests and significantly reduce the disruption of applicant staff and internal processes by providing professional assistance during the review process.

CIPA Compliance Review. Review applicant provided documentation to verify compliance with the *Children’s Internet Protection Act* (CIPA).

POST-FUNDING SERVICES

Follow Up Services. Prepare, submit and track FCC Forms 486, 500, and 472 (BEARs) as required. Work directly with program administrator, USAC⁴, on E-Rate related issues and coordinate with service providers and applicant to ensure payment of services. Assist applicant with preparation and submission of service certifications during invoice review.

Reconciliation of service provider discounts (Form 474) is offered outside of K&S’s standard fee and may be contracted separately. Applicant is responsible for their own accounts payable functions including but not limited to payment of their bills, submission of disconnect notices, dispute of past due fees, and other actions as necessary for proper handling of accounts payable activities. K&S is not responsible for payment of applicant’s bills, Service Provider discounts, or other billing disputes.

Selective Reviews and Appeals. In the event of funding denials, reductions, or other disputes related to E-Rate funding, K&S will represent the applicant in filing appeals with USAC and, if necessary, with the FCC.

Services offered outside of K&S’s standard fee and may be contracted separately include C1 self-provisioned projects, Emergency Connectivity Fund (ECF), assistance with on-site audits, special compliance reviews, Selective Review Information Requests (SRIR), Competitive Bidding Reviews, Cost Effectiveness Reviews, Payment Quality Assessment (PQA) Reviews, and other reviews as requested by USAC.

SPIN Changes and Service Substitutions. K&S will process up to one SPIN (Service Provider Identification Number) change or service substitution request for each funding request as needed after funding. Additional SPIN changes and service substitution requests will be billed at a rate of **\$225.00/hour**.

Service Delivery Deadline Extensions. K&S will process service delivery deadline extensions as requested by applicant prior to the deadline for installation of non-recurring services. Applicant must provide K&S with a reasonable explanation for the extension and **must** provide the request to K&S a **minimum of FOUR (4) weeks prior to the invoicing due date**.

⁴ Universal Services Administrative Company, Schools and Libraries Division.

Invoice Deadline Extensions. Effective with the E-Rate Modernization Order, invoicing deadlines must be met unless a written request for a one-time extension is submitted prior to the invoicing deadline. In response to a timely filed invoice extension request, USAC will provide only one invoice extension for an additional 120 days.

K&S will process invoice deadline extension requests on behalf of the applicant upon receipt of request for an invoice extension by either the applicant or the service provider. **Extension requests must be submitted to K&S a minimum of FOUR (4) weeks prior to the invoice due date.**

Applicants must cooperate with K&S in a timely manner providing necessary documentation to submit reimbursement requests to USAC or to request service provider discounts.

K&S is not responsible for invoices submitted after the invoice deadline by service providers or for reimbursement requests not submitted due to lack of response by the applicant.

K&S will contact the service provider and request discounts on behalf of the applicant as long as the applicant provides the documentation requested by the service provider to K&S within eight (8) weeks of receipt of the funding commitment decision letter. Applicants who choose the reimbursement method must provide copies of all documentation necessary to process the reimbursement request to K&S no later than eight (8) weeks prior to the invoicing deadline. "Lack of response by the applicant" means that the applicant submitted the requested documentation outside of the time frames listed above.

Program Compliance and Documentation. K&S will provide the following:

- Professional expertise on development of strategies to maximize E-Rate discounts to meet educational or library goals.
- Advisement of known E-Rate program rules, procedures, and filing requirements that may impact the successful filing and review of E-Rate applications.
- Timeline for processing applications within deadlines for both USAC and applicant's board approval.
- Assistance with the review and identification of eligible products and services based on the most recent eligible services list and guidance available from USAC.
- Assistance with cost allocation of products and services according to USAC guidelines.
- Assistance (non-attorney) with contract documentation for compliance with USAC rules and regulations.
- Verbal and written notification of changes in E-Rate program rules, regulations and procedures.
- Copies of forms processed and supporting documentation retained in electronic format.
- Access to online tools for funding data and analysis for all years of the E-Rate program.

USAC E-Rate Productivity Center (EPC). USAC utilizes an online E-Rate productivity center for E-Rate form submission and document retention. K&S assists our clients with gaining access to EPC, setting up K&S as a related organization and providing training on how to use and access the USAC online productivity center.

Comprehensive Bidding Site.

K&S offers exclusive use of their secure online bidding site for competitive bidding, request for proposals, evaluation, online Q&A, email notifications, bid evaluation and bid award. Online documentation allows clients to review all bid documentation in one single location.

Document Retention and E-Rate Sharepoint Site.

E-Rate program documentation is retained online in Microsoft Sharepoint with easy access by clients. Online site features documentation section for retention in compliance with FCC rules as well as a client share section for clients to upload, download or edit documentation throughout the year.

Summer Workshops, Monthly Conference Calls, K&S Client Portal, Webinars, Live Chat, and other Support. K&S offers monthly conference calls to update our clients on current E-Rate information. E-Rate workshops and webinars are provided at no cost. Clients may attend in person, online or view archived sessions. Clients have access to their customized Sharepoint E-Rate folders with documentation, calendars, reference materials and to-do items. Step by Step webinars on K&S's website, www.kelloggllc.com, provide access to training including RFP questionnaire and bid evaluations. K&S offers instant response using online live chat. Unlimited phone and email support are provided throughout the year

E-RATE LETTER OF AGENCY

APPLICANT: Norman Public Schools (139798)

Funding Years Authorized: 2023-24, 2024-25, 2025-26, 2026-27, 2027-28

("Applicant") hereby authorizes Kellogg & Sovereign® Consulting, Consultant Registration Number 16024809, or its designated agents or employees ("K&S") to act on our behalf during the term of this authorization.

Although not exclusive, K&S is specifically authorized to conduct the following actions on behalf of the Applicant:

- ♦ Prepare and submit Federal Communications Commission ("FCC") Forms 470, 471, 486, 500, 472 and other forms requested by the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC")
- ♦ Prepare and submit documentation to USAC or the FCC in compliance with E-Rate program rules and regulations.
- ♦ Act as our agent in working with representatives of the FCC or USAC to provide information as requested during application review, selective reviews, site visits, audits and any other activity associated with review of our applications.
- ♦ Prepare Requests for Proposal ("RFPs") to be posted online.
- ♦ Provide information to service providers as needed to clarify information in RFPs and Forms 470.
- ♦ Solicit and receive proposals from service providers for requested services.
- ♦ Prepare comparisons of proposals from service providers.
- ♦ Complete contracts for eligible E-Rate services as specifically directed by the Applicant's authorized representative.

I also understand that in submitting these forms on our behalf, K&S will be making certifications for our school district. By signing this Letter of Agency, I make the following certifications as required by the E-Rate Program

1:

- a) I certify that the schools I represent are all schools under the statutory definitions of elementary and secondary schools as defined under 47 C.F.R. § 54.500, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- b) I certify that the schools I represent has/have secured access, separately or through this program, to all the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services and products from funds to which access has been secured in the current funding year.
- c) I certify that the services the school, library, or district purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.513.
- d) I certify that the schools I represent has/have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

- e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- f) I certify that I will retain required documents for a period of at least ten (10) years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statutory or regulatory requirements regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the E-Rate Program.
- g) I certify that I am authorized to procure and/or order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the E-Rate program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.
- i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all the cost of the supported services.
- j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information and belief, all information provided to K&S for E-Rate submission is true. If any of the statements made above are incorrect, fraudulent or misleading, the undersigned and their institution agrees to indemnify, as allowed by state law, K&S, its members, employees and agents of any and all liability, legal fees or actions that may arise from the incorrect, fraudulent or misleading statement(s).

Applicant Name: Norman Public Schools (139798)

Mailing Address, City, ST, Zip: 131 S Flood Ave, Norman, OK 73069

Signature of Authorized Person: _____ Date: _____

Printed Name of Authorized Person: _____ Title: _____

This authorization shall remain in effect until K&S is notified of its cancellation in writing via certified mail.

April 18th 2023

Norman Public Schools
Attn: Dr. Nick Migliorino
Superintendent
131 S. Flood Ave.
Norman, OK 73069

To Whom It May Concern:

Please find the enclosed Special Services Agreement from Crossroads YFS Head Start for the 2023-2024 school session. The agreement reflects a revision of the time frame for the upcoming year. In accordance with IDEA, Head Start must form an agreement with the local education agencies to provide services to children with disabilities from three to five years old meeting eligibility requirements.

Please sign the enclosed copy and mail back to the following address:

Crossroads Youth and Family Services
Attn: Chanci Peterson
Mental Health & Disabilities Coordinator
1333 W. Main St.
Norman, Ok 73069

I will forward a completed copy of the agreement to you after it has been signed by Terrie Vicknair, the Crossroads Head Start Program Director. Please do not hesitate to contact me at 405-615-5684 if you have any questions or need additional information. Thank you for your cooperation.

Sincerely,

Chanci Peterson, MSHS

Chanci Peterson, MSHS
Mental Health & Disabilities Coordinator
Crossroads Head Start/Early Head Start-Cleveland County

RECEIVED
APR 24 2023
NPS Special Services

SPECIAL SERVICES AGREEMENT

This is a local agreement between Norman Public Schools, hereinafter referred to as the local education agency (LEA), and Crossroads Youth & Family Services, Inc. Head Start/Early Head Start (Crossroads HS/EHS), hereinafter referred to as the local Head Start Program. The following information states the roles and responsibilities of parties regarding Head Start Program eligible children ages three through five identified as having disabilities in accordance with procedures established by the Oklahoma State Department of Education (OSDE) and by the Head Start Program Performance Standards (45 CFR 1308). These regulations are promulgated under federal and state laws governing the education of children with disabilities.

I. LEA RESPONSIBILITIES:

- A. The LEA ensures that IDEA Section 619, (preschool) funds received for the provision of services to eligible children with disabilities ages three through five who are served in the Head Start Program are expended in accordance with the requirements of the Individuals with Disabilities Education Act (IDEA). Funds may be used for, but are not limited to, the following: cost of evaluation; materials and supplies; contractual arrangements for services when the Head Start Program has a qualified provider and/or the provision of qualified providers for IDEA Individualized Education Program (IEP) services.
- B. Upon referral from the Head Start Disability Coordinator, the LEA shall provide a multidisciplinary team evaluation, when appropriate, for determination of the need for special education and related services under IDEA, while enrolled in the Head Start Program.
- C. The LEA shall be responsible for the provision of procedural safeguard and due process for any child determined to be eligible under the IDEA who is enrolled in the Head Start program.
- D. The LEA should provide, through prior written notice of meetings, that the appropriate Head Start Program representative be directly involved and receive appropriate documentation throughout the process of referral, evaluation and/or placement of children with disabilities enrolled in the Head Start Program.
- E. The LEA shall ensure the provision of appropriate special education and related services to those eligible children with disabilities under IDEA enrolled in the Head Start Program. All IDEA services for which the child is eligible will be documented on the IEP with the responsible person(s)/agency specified for the provision of each service.
- F. The LEA will maintain and submit to the OSDE the annual child count of IDEA eligible preschool children with disabilities served in the LEA and by the Head Start Program.

II. LOCAL HEAD START RESPONSIBILITIES:

- A. The Head Start shall provide screening and assessment for all children enrolled in the Head Start as required by Head Start Performance Standards 45 CFR 1308 participate in Child Find activities under the IDEA with the LEA, and in coordination with the LEA shall provide parents with their rights under these programs
- B. The Head Start shall provide all Head Start services to any Head Start enrolled child who meets eligibility requirements in accordance with the Head Start Program Performance Standards on Services for Children with Disabilities regardless of the child's involvement in, or eligibility for, special education services under the IDEA or this agreement.
- C. A Head Start representative will participate in the LEA referral procedures, multidisciplinary evaluation, IEP development, implementation of the portions of the IEP identified for the Head Start Program, and the IEP review as appropriate. When Head Start initiates and develops a Head Start managed IEP, Head Start must invite in writing the participation of a representative of the LEA. Head Start Program Performance Standards (45 CFR 1308) requirements for parent involvement and notification must also be followed for IEP meetings initiated by the Head Start Program.
- D. The Head Start will provide a support system for families and children with disabilities through training, information dissemination and involvement in the program as well as collaboration with the LEA and other community services. When Head Start develops a Head Start managed IEP, family goals and objectives for the child must be addressed.
- E. The Head Start disabilities coordinator shall work with the LEA for assurance of collaboration and coordination of services to preschool children with disabilities.
- F. If a child does not meet the OSDE requirements under the IDEA, but meets one or more of the eligibility in the Head Start Performance Standards 45 CFR 1308, then a Head Start managed IEP should be developed for the child.
- G. The Head Start will provide the number of children receiving IEP services to the LEA for child count report prior to October 1, and December 1, annually. In reporting the number of children on IDEA IEP's to the LEA for child count purposes, the Head Start should provide a separate listing of children on Head Start managed IEP's.
- H. The Head Start agrees to provide and participate with the LEA in joint training of staff and parents as appropriate.
- I. The Head Start agreement with the LEA addresses planning of cost-sharing resources and funding to assure that integrated services are implemented in a manner which maintains State and Federal fiscal support for children with

disabilities in these programs. The Head Start and the LEA agree to the following cost-sharing services:

Head Start will provide all required screenings prior to referral to Norman Public Schools. Head Start will also obtain necessary release of information from parent/legal guardian so that pertinent Head Start screenings can be utilized to develop an appropriate placement.

Note: Special Education and related services are available to qualified children through Norman Public Schools. Standard referral procedures should be used to determine IDEA eligibility.

III. COORDINATION OF REQUIRED PAPERWORK:

To coordinate paperwork required by Head Start and the LEA special education program, the following process is appropriate:

- A. When Head Start wishes to refer a child to the LEA for possible services, Head Start personnel will contact the LEA Director of Special Services or SEARCH coordinator. Addresses will be verified by the LEA, and a time for screening will be arranged. If the child fails one or more areas of the screening, the LEA will ask the Head Start teacher to complete the Referral for Multidisciplinary Services (SDE Form 3), and then the LEA will plan the evaluation (SDE Form 4). Head Start personnel will assist the LEA in obtaining parental consent for evaluation (SDE Form 5). LEA's obligation for evaluation is limited to students who are residents of the district.
- B. The Head Start or the LEA will obtain parental consent for exchange of information between the two programs through use of the State of Oklahoma Standard Form: Consent for Release of Confidential Information.
- C. The LEA special education program, with parental consent, will release copies of IDEA IEP's, multidisciplinary evaluations, necessary special education records and documentation of services provided to the Head Start when both agencies are involved in the identification, evaluation and provision of free appropriate public education (FAPE) to preschool children with disabilities.
- D. The Head Start will release results of vision, hearing, developmental, health and speech screenings as well as other relevant information as a part of the Head Start Referral Packet developed in conjunction with LEA.
- E. All information received by the Head Start from the LEA will be kept in a secure manner, which prevents unauthorized access, in a central location adhering to requirements of confidentiality under state and federal laws.

IV. COORDINATION OF SCREENINGS:

In the coordination of screening between the Head Start and the LEA special education program, the following process is agreed upon:

- A. The LEA special education program and the Head Start will determine designated program personnel to be responsible for conducting screenings within each program to collaboratively implement requirements of the IDEA and Head Start Performance Standards (45 CFR 1308).
- B. This agreement will include the following time frame for completion of screening or transfer of information. The time frame includes the **45 calendar days** timeline for screening of all children enrolled in the Head Start as mandated in the Head Start Performance Standards (45 CFR 1308). One or more of the following methods has been considered: (Check one or more as appropriate).

1. **Joint screening:** Screening will be conducted simultaneously by the Head Start staff and LEA Special Education staff within the same location.
2. **Shared staff:** Local implementation may incorporate coordination of shared staff (e.g., required vision, hearing, speech/language, health, and developmental **screening** may be **conducted by the Head Start** under Head Start Program Performance Standards, and the **LEA special education program may complete required evaluations** under the IDEA).
3. **Shared Information:** Screening will be provided for referrals by Head Start or as determined by both entities. A consent for release of information will be obtained at the time of referral by Head Start.

V. COORDINATION OF IEP/CHANGE OF PLACEMENT:

The Head Start team upon obtaining parent consent shall notify the Local Education Agency (LEA) when a family is considering the LEA as a placement for a transitioning child with special needs in order to include Head Start staff in the transition process and ensure all eligible children receive appropriate transition services. The Head Start and the LEA will conduct an IEP review when a change of program or placement of a child is being considered. A meeting may be requested by the parent, the Head Start staff or the LEA special education program staff. Procedural safeguards for notification will be followed.

VI. COORDINATION OF IN-SERVICE TRAINING:

The Preschool Coordinator of Special Education Services, OSDE, (405) 521-3351, and the Director of the Oklahoma Head Start Association, (405) 524-4923, will facilitate statewide in-service training. Head Start disabilities coordinators and LEA's contact these representatives in regards to their needs for training. Mutual priorities for these entities might include: Sensory Integration issues or Behavior Management.

VII. RESOLUTION OF DISPUTE

In the event of disputes between the Head Start and the LEA special education program, the following process will be followed for resolution:

- A. The dispute will first be brought to the attention of the Head Start supervisor assigned to the classroom in the Norman school district and the Principal assigned by Norman Public Schools.
- B. The dispute will be brought to the attention of the LEA Special Education Director, the Head Start Director, and the Head Start Disabilities Coordinator to seek resolution of the dispute.
- C. If the issue is not resolved, the matter will then be submitted in writing to the Head Start Director and the LEA special education director or LEA superintendent to facilitate a resolution.
- D. If the issue is not resolved, as described in section VII.B, then the matter will be submitted in writing to Special Education Services, OSDE, for assistance in the resolution of any IDEA dispute between the Head Start and the LEA.
- E. If the issue is not resolved and is an issue under the Head Start Program Performance Standards 45 CFR 1308 the matter will be submitted to the Head Start Program Director who will inform the DHHS/ACF Regional office of the dispute and the intent to begin the formal dispute resolution procedures as written in the Head Start Impasse Resolution Policy for assistance in resolving the dispute.

This service agreement will be in effect August 1, 2023 through June 30, 2024.

SIGNATURES

Terrie Vicknair,
Head Start/Early Head Start Director

Date

Superintendent, Print

Date

Superintendent, Signature

Date

Board of Education, Print

Date

Board of Education, Signature

Date

**Agreement for Educational Services
Between
Norman Public Schools
and
Crossroads Youth and Family Services, Inc.**

This agreement is entered into as of the 1st of July 2023, by and between **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools (District)** and **Crossroads Youth and Family Services, Inc. (Crossroads)** for educational services at the **Emergency Juvenile Shelter (Shelter)**.

WITNESSETH:

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

WHEREAS Crossroads is responsible for the operation and maintenance of the Shelter which houses students who are entitled to a public education in accordance with state and federal law; and,

WHEREAS the District and Crossroads are authorized to enter into agreements for the provision of these services.

NOW THEREFORE, District and Crossroads mutually agree as follows:

1. **Services.** District agrees to provide educational services at the Shelter for all qualified students placed pursuant to the provisions of 70 O.S. §1-113. Qualified students are defined as being between the ages of five and eighteen years of age and placed in the Shelter by court order, law enforcement officers, or Department of Human Services. Provided, however, the District agrees to provide educational services for qualified students under IDEA between the ages of three and twenty-one years of age.

The District shall, according to the District calendar, provide educational services during the school year as defined by law. The District's obligations shall cease at the end of the school term or as otherwise required by law.

2. **Staff (Teachers Provided).** The District shall provide one (1) certified teacher who shall be assigned to the Shelter. The Shelter may participate in the selection process of the teacher prior to final placement which requires District school board approval. District shall also provide part-time administrative support for the educational program and maintenance of educational records.
3. **Funding To District for Educational Services.** The teacher salary, unemployment insurance, workers compensation, sick leave, holidays, insurance, retirement, substitutes, and all other teacher benefits as provided other District teachers, shall be provided by the District.
4. **Teacher Evaluation.** The teacher will be evaluated by a District administrator. The Shelter director will provide the District administrator with documented information regarding the teacher's compliance with Shelter regulations, as well as input regarding the teacher's conduct, in

connection with the teacher's evaluation.

5. **Materials.** The District will provide current textbooks and teacher's guides. The Shelter will supply non-instructional materials, including pencils, erasers, paper, etc. The Shelter shall also be responsible for providing and maintaining all classroom equipment, student and teacher's desks, chairs, chalkboards, smartboards, etc., including access to a copier, facsimile machine, computer, printer, and internet. The District shall assume the responsibility for the development and supervision of curriculum taught at the Shelter.
6. **Discipline.** District will provide classroom management with assistance from the Shelter in severely disruptive situations. The Shelter will ensure appropriate staff member(s) is present in the classroom at all times to assist with safety of educational staff and students. The Shelter will provide management for outside-of-classroom suspension, time-out, and detention during school.
7. **Records.** The teacher will be responsible for recording students' enrollment, days on roll, absences, and withdrawals according to policy of the District and state and federal law. This information will be provided to the Shelter personnel upon request. The Shelter agrees to provide locked and secured storage of student records. The Shelter students shall earn credit for classes in which they are enrolled in the same manner as other students within the District. Students' transcripts will be maintained by the appropriate school site.
8. **Responsibilities for Special Education Students.** The eligible student's school district of residence shall be notified immediately by the District, upon finding that the initially eligible student requires special education and/or related services, as to the time, date, and location of meetings for the purpose of planning a student's IEP and subsequent reviews in accordance with the IDEA. The Shelter may have a representative present at the IEP conference to advise the IEP team of any concerns or information the Shelter has to offer regarding the eligible student's educational needs and eligibility for related services. The Shelter and the District shall coordinate with the eligible student's district of residence regarding evaluation services, as necessary, and for the development of the IEP.
9. **Related Services.** The cost for related services, therapies, treatments, or support services for eligible students shall be the responsibility of the Shelter unless otherwise agreed by the parties or as otherwise specified in an IEP and agreed to with all required representatives participating in the development of the IEP. Valid obligations to provide or pay for such services, such as Medicaid, shall remain in effect for children who are eligible for the services from sources other than the District.
10. **Rules and Regulations.** Both the Shelter and the District agree to comply with the requirements of P.L. 101-476, the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1992, as amended, including but not limited to giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, disability, genetic information, or gender identification.
11. **Confidentiality.** District personnel are required to maintain the same level of confidentiality concerning information regarding juveniles as required of Shelter 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 state and federal

laws, including the Family Educational Rights and Privacy Act (FERPA).

12. **Indemnity.** Each party will be legally responsible for the actions of its own agents or employees consistent with the Oklahoma Governmental Tort Claims Act.

13. **Insurance Provision.** Prior to the commencement of educational services at the Shelter under this Agreement, the Shelter agrees to furnish District a certificate of liability insurance coverage naming the District as additional insured in the minimum amounts \$1,000,000 for single injuries and \$1,000,000 for multiple injuries resulting from one occurrence and \$25,000 property damage. The certificate shall require at least ten (10) days notice to District before cancellation of the coverage for any reason. The Shelter agrees to maintain said liability coverage during the entire term of this Agreement.

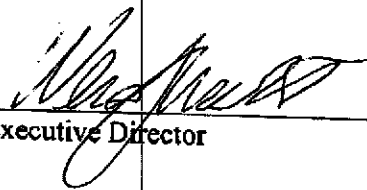
14. **Term of Contract.** This contract shall be for a term of one (1) year commencing on the 1st of July 2023 and ending on the 30th of June, 2024, provided the contract may be renewed annually, upon the same terms and conditions, by mutual consent and ratification of the parties. In the event either party elects not to renew, thirty (30) day written notice shall be given prior to the ending of the term. In the event the District does not receive appropriated funds for the continuance of this agreement for any fiscal year after 2023-2024, the agreement shall be terminated.

IN WITNESS THEREOF, District and Shelter have executed this agreement on the day and year written above.

**INDEPENDENT SCHOOL DISTRICT
NO. 29 OF CLEVELAND COUNTY,
OKLAHOMA**

**CROSSROADS YOUTH & FAMILY
SERVICES**

Board of Education President



Executive Director

ATTEST:

Board of Education Clerk



Norman Public Schools
131 South Flood Avenue
Norman, Oklahoma 73069
www.normanpublicschools.org

April 25, 2023

Ashleigh Moon
17625 N 7th Street
Apt #1064
Phoenix, AZ 85022

Via Email

Re: Agreement

Dear Ashleigh,

See the enclosed agreement for the upcoming fiscal year. Please sign and return one copy to me at Special Services, 131 South Flood Norman, Oklahoma 73069, or via email. We would appreciate receiving the signed agreement on or before June 1, 2023.

Please contact me at 366-5841 or gmears@normanps.org if you have any questions.

Respectfully,

Gayla Mears
Executive Director of Support Services

Mission: To prepare and inspire all students to achieve their full potential

Values: Integrity | Inclusiveness | Collaboration | Optimism

**Agreement for Assistive Technology Services
Between
Norman Public Schools
and
Ashleigh Moon**

This Agreement for Assistive Technology Services (Agreement) dated as of the 1st day of July, 2023, is between **Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools (NPS) and Ashleigh Moon(Moon).**

In consideration of the mutual terms, covenants and conditions specified in this Agreement, NPS and Moon agree as follows:

1. **Assistive Technology Services.** Moon agrees to provide certified assistive technology services (Services) to the designated students of NPS as requested during the term of this Agreement.
2. **Certification and Licensure.** Moon represents and warrants that the provider is a Specialist in the field of assistive technology services.
3. **Confidentiality.** Moon agrees to adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities. Moon specifically agrees to comply with the provisions of the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA), as well as all applicable laws and regulations related to privacy and security. Moon acknowledges that providers may have or obtain access to confidential "education records", as defined by FERPA, and agrees that providers will not disclose any such education records except to perform duties under this Agreement or as required by law.
4. **Indemnification.** In addition to the requirement of paragraph 4 and not in lieu thereof, Moon agrees to indemnify and hold NPS and its agents, employees and officers harmless (including defense costs) against any claim, demand or action against NPS arising from Services provided by Moon.
5. **Prior Criminal Convictions.** Moon hereby certifies that providers are not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippy Violent Offender Registration Act and has not been convicted in this state, the United States, or another state of any felony offense.
6. **Compensation.** NPS agrees to pay Moon at the rate of \$40.00 per hour for the Services provided by Moon to be paid on a monthly basis. Moon agrees and acknowledges that all invoices and applicable required documentation and time logs shall be submitted to NPS no later than the 10th day of the month following the month in which the Services were provided and that Moon has no obligation to forward payment to Moon until NPS has been provided with a timely invoice. Invoices shall include, at a minimum, the date of services, identification of the individual to whom services were provided, and a brief description of services as well as the time applicable to each service listing. NPS shall have no obligation to Moon as an employer for withholding and

remitting taxes, insurance, FICA, etc. Moon and not NPS, shall be responsible for the payment of any business expenses, such as transportation costs incurred by Moon in the provision of Services hereunder.

7. **Term and Termination.** This Agreement is effective as of July 1, 2023, and shall continue in effect through June 30, 2024, unless terminated earlier as provided herein. Either party may terminate this Agreement upon thirty (30) days' written notice with or without cause. The specific starting date for the delivery of Services will be mutually determined by Moon and NPS.
8. **Independent Contractor Status.** Moon is acting as an independent contractor and Moon shall not be deemed to be an employee of NPS. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Moon shall not have the authority to bind, commit or incur any liability on behalf of NPS or to otherwise act in any way as an agent or representative of NPS. In no event will Moon be entitled to employee benefits or workers compensation coverage from NPS. Further, Moon affirms providers are covered by Workers' Compensation Insurance and shall in no event be entitled to any such coverage from NPS.
9. **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.
10. **Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service. Notices shall be delivered as follows:

To NPS:

Norman Public Schools
Dr. Nick Migliorino, Superintendent
131 South Flood Avenue
Norman, Oklahoma 73069

To Ashleigh Moon:

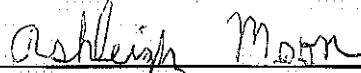
Ashleigh Moon

11. **Miscellaneous.** This agreement embodies the entire agreement and understanding between NPS and Moon relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining

provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

**INDEPENDENT SCHOOL DISTRICT
NO. 29 OF CLEVELAND COUNTY,
OKLAHOMA**

Ashleigh Moon



Ashleigh Moon

Board of Education President

ATTEST:

Board of Education Clerk



TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

This agreement is made and entered into as of the 1st of July 2023 and ending on the 30th of June 2024 by and between Independent School District I-29, Norman Public Schools of Cleveland County, Oklahoma and Tech-Now Inc.

School District Responsibilities:

1. If you received a Perkins Supplemental Grant, your school district understands that the equipment provided through the Perkins Supplemental Grant is for use in the Tech-Now program.
2. If you are using Tech-Now equipment, your school district understands that the equipment provided to the school for use in the Tech-Now program is the property of Tech-Now, Inc. and will be removed should the school decide not to continue providing the Tech-Now program, or there is no student interest in the program. You will replace broken and/or stolen equipment as you are invoiced.
3. If you are using district equipment, your district is responsible for all technology related services.
4. Your school district will select a site instructor to provide the Tech-Now program to students with disabilities as an in-school program. The site instructor will be compensated by your school district.
5. Your school district will provide transportation and allow the students to participate in the annual state competition held in an Oklahoma City area High School in conjunction with the Tech-Now program.
6. Your school district will award each student that participates in the Tech-Now in school program a technology or an elective credit for the class. The in-school program consists of:
 - a) Daily Classes
 - b) One Tech-Now State Competition @ approximately 6 hours.
7. Your school district will keep records on participating students as required by the program and will provide the data to Tech-Now Inc.
8. Your school district will work with the Tech-Now staff to connect participating students with Oklahoma Department of Rehabilitation Services (DRS) as part of the contract between Tech-Now Inc. and DRS.



TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

Tech-Now Inc. Responsibilities:

1. Tech-Now, Inc. will provide the following equipment:

a) Ten computers that are configured to meet the requirements of the Tech-Now program including software, related technologies, and consumables that are not covered through other funding sources. **These systems are configured, networked, and require no maintenance from the district technology department. The school district is not permitted to make any changes or additions to the hardware and/or software.**

- a) Use of one digital still Camera.
- b) Use of one Tripod.
- c) Use of one Camera bag.
- d) Use of one Printer
- e) Use of Software Licenses
- f) Use of Tech-Now Inc. computers
- g) Annual State Competition expenses not covered through the DRS contract

Through our contract with DRS, Tech-Now Inc. will provide:

- a) 2 Fall professional development trainings, one in the Oklahoma City area the second in the Tulsa area
- b) 2 Winter professional development trainings, one in the Oklahoma City area the second in the Tulsa area
- c) Technical assistance from the Tech-Now staff via Zoom, email, telephone, texting, and limited on-site support
- d) Annual State Competition

The program membership fee your district pays each year is based on your school size:

If you need more than 10 student computers, there will be an additional cost of \$500.00 per extra computer, per year.

Your schools fee for the 2023-2024 school year for sites at Norman North HS and Norman High will be \$8,000.00.

1A Division school	\$3,000.00	2A Division school	\$3,000.00
3A Division school	\$3,000.00	4A Division school	\$4,000.00
5A Division school	\$5,000.00	6A Division school	\$5,000.00



TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

The terms and conditions of this agreement have been reviewed by the parties listed below, and this agreement is satisfactory to both parties. It is agreed that either party may cancel this agreement at any time with written notice, with the understanding that the membership fees are nonrefundable.

**BOARD OF EDUCATION
INDEPENDENT DISTRICT #I-29**

PRESIDENT

BOARD OF EDUCATION #I-29

CLERK OF THE BOARD

**President, Tech-Now, Inc.
Rick DeRennaux**

2023-04-25

Date

CONTRACT BETWEEN
CLEVELAND COUNTY HEALTH DEPARTMENT
AND
INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA, A/K/A
NORMAN PUBLIC SCHOOLS

This Contract is entered into between **Cleveland County Health Department**, hereinafter referred to as the CCHD, by virtue of the authority vested in it by O.S. Title 19, § 1500, et.seq., and, **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools**, hereinafter referred to as Contractor.

CONTRACT PERIOD: This Contract will begin on July 1, 2023 and terminate on the 30th day of June 2024. This Contract shall not take effect until the CCHD has in its possession a copy containing original signatures of both parties and a purchase order has been issued.

GENERAL PURPOSE OF THIS CONTRACT: The purpose of this Contract is to provide instructional services for children enrolled in the Early Foundations program for the **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools**. The Norman Public Schools agrees to engage the CCHD for the purpose of providing instructional services as detailed below. Children served under the terms of this contract will be identified and referred directly by Norman Public Schools.

MENU OF SERVICES AND TERMS:

All services will be provided at the Early Foundations Program at Bridgeview UMC 4300 W Indian Hills Rd, Norman, OK 73072.

Description of Services:

1. Cleveland County Health Department agrees to provide instructional assistants for up to three children 3 years of age who reside in the Norman Public School District and who have transitioned from the SoonerStart Program to Norman Public Schools, for up to 20 hours per week.
2. Cleveland County Health Department agrees to provide training for the instructional assistants in discrete trial training to assure quality of service. Documentation of all training will be provided to Norman Public Schools.
3. Cleveland County Health Department agrees to provide Norman Public Schools with, detailed statements of hours worked and any job-related travel for the instructional assistants.
4. Cleveland County Health Department will assure that a background check is completed on instructional assistants prior to working with a child at Early Foundations.

CONSIDERATION AND COST OF SERVICE:

1. CCHD will bill Contractor at a rate of \$833.00 per four week billing period per child for up to four children for services for services provided by Early Foundations Instructional Assistants.

REIMBURSEMENT

- A. The Norman Public Schools will reimburse CCHD on a monthly basis following provision of said services and after receiving the appropriate invoices and reports for services rendered. CCHD will provide a detailed bill for all services provided.
- B. Total charges for CCHD services as specified in this contract will not exceed \$30,000 per program year.

AMENDMENTS: Any modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and the CCHD.

APPLICABLE LAW: This contract shall be governed in all respects by the laws of the State of Oklahoma.

CANCELLATION CLAUSE: This contract shall be in force until the expiration date or until 30 days after notice has been given by either party of its desire to cancel. Notification of cancellation shall be by Certified Mail to the business address of record.

In the event that the CCHD can no longer provide all or part of the stated services, then that or the entire contract will be cancelled.

CONTACT PERSONS: For the purposes of this contract, all contacts with Norman Public Schools shall be directed to its representative: Gayle Mears, Director of Special Services at telephone number: (405)366-5841. For purposes of this contract, all contacts with the County Health Department shall be directed to Rodney Barrett at telephone number (405)579-2271.

ENTIRE AGREEMENT: This contract represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

FORCE MAJEURE: The CCHD shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay which directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the CCHD.

MANDATORY REQUIREMENTS: the use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this contract indicate a mandatory requirement or condition. The word "should" or "may" in this contract indicates desirable attributes of conditions and are permissive in nature.

PRIVACY CLAUSE: The CCHD shall at all times maintain confidential all information pertaining to any person, patient or client with whom it has a professional relationship, contact or contract. No information shall be released to any person or party not directly employed by the Contractor without first obtaining such person's, patient's or client's expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

STATEMENT OF RESPONSIBILITY AND LIABILITY: The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The County Health Department shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51, O.S., 1991, §151 et seq.

Cleveland County Health Department
250 12th Ave. N.E.
Norman, OK 73071

Norman Public Schools
131 South Flood
Norman, OK 73069

BY _____
Jackie Kanak
Administrator

President
Board of Education

Date _____

Clerk of the Board

Date _____

APPROVED by the Board of County Commissioners this ____ day of _____, 2023.

Chairman

Member

Member

Attest:

Tammy Howard
County Clerk

Date _____

**Memorandum of Understanding (MOU) Private Applied Behavior Analysis (ABA)
therapy for Students in the School Setting**

This Memorandum of Understanding (MOU) is entered into on the 16th day of April, 2023, by and between Independent School District I-29, Norman Public Schools or Cleveland County, Oklahoma, hereinafter referred to as "District," and Kids Choice Therapy and Play Center. (Kids Choice), a Limited Liability Company.

WHEREAS, the District and Kids Choice Therapy and Play Center desires to enter into a Memorandum of Understanding advantageous to both parties.

WHEREAS, Kids Choice Therapy and Play Center desires to provide the mental health and school social work services under the terms and conditions of this MOU.

NOW, THEREFORE, the parties agree as follows:

1. With respect to the students receiving private Applied Behavioral Analysis (ABA) services in the school setting, Kids Choice Therapy and Play Center shall provide an employee to deliver ABA services. The Kids Choice Therapy and Play Center employee shall be a registered behavior technician (RBT) or Board Certified Behavior Analyst (BCBA).
2. In the event that a Kids Choice Therapy and Play Center employee providing services under this MOU is not providing services in accordance with the stated direction provided by the Director of Guidance and Counseling, the designated Kids Choice Therapy and Play Center administrative representative will be contacted. In the event that said issues are not resolved, Kids Choice Therapy and Play Center will, upon written request by the District, remove said personnel immediately from the program.
3. All wages, taxes, benefits and other employment-related expenses and duties associated with the Kids Choice Therapy and Play Center. Employees are the sole responsibility of Kids Choice Therapy and Play Center.
4. The District agrees to provide adequate space determined by the site principal or designee. Schedules for the students receiving services will be set accordingly to have the least impact on the student's instructional day.
5. Kids Choice Therapy and Play Center will maintain all records, logs and documentation, including progress notes, prepared by the Kids Choice Therapy and Play Center Employees concerning students in the Program in compliance with the Family Educational Rights and Privacy Act.
6. Kids Choice Therapy and Play Center shall act as the Medicaid Provider for all services provided under this MOU and will promptly bill Medicaid for all services provided to District students who are Medicaid eligible pursuant to the fee schedule set forth in federal and state law. Kids Choice Therapy and Play Center will comply with the

requirements of state and federal law and regulations in seeking Medicaid reimbursement for these services. Kids Choice Therapy and Play Center is solely responsible for the proper billing of Medicaid-covered services under this MOU. Further, if Kids Choice Therapy and Play Center employs a staff member under this contract who is ineligible to bill Medicaid, Kids Choice Therapy and Play Center shall bear the full cost of such person's services when provided to any Medicaid eligible student.

7. Also, as the Medicaid Provider under this MOU, Kids Choice Therapy and Play Center shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, administrators, board members, employees, agents, assigns and attorneys from and against any and all liability, loss or expense, including reasonable attorneys' fees, relating to any legal proceedings (including, but not limited to, administrative proceedings), penalties, claims, or Medicaid disallowances arising out of any omission, fault or negligence by Kids Choice Therapy and Play Center, its agents, employees or anyone under its direction or control, or on its behalf, in connection with the billing of and reimbursement from Medicaid as required in this MOU.
8. Kids Choice Therapy and Play Center agrees, to the extent permitted by law, to defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Kids Choice Therapy and Play Center, its officers, agents, employees, or contractors.
9. Kids Choice Therapy and Play Center agrees that, prior to entering into this Agreement Kids Choice Therapy and Play Center has obtained a Commercial General Liability ("CGL") insurance policy and Professional Liability insurance policy ("PL"), each insuring Kids Choice Therapy and Play Center an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. Kids Choice Therapy and Play Center agrees that it will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies is canceled during this school year, Kids Choice Therapy and Play Center must immediately notify the District.
10. Further, Kids Choice Therapy and Play Center affirms that its employees and any subcontractor who will be on District property and acting on behalf of Kids Choice Therapy and Play Center in performance of this Agreement are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from the District.
11. The Kids Choice Therapy and Play Center, Employees will operate in accordance with applicable federal and state laws and regulations and District policies, rules, regulations and guidance applicable to the Program.
12. The District and Kids Choice Therapy and Play Center agree that student safety is a top priority. In an effort to protect student safety, Kids Choice Therapy and Play Center agrees that it will not hire any individual, whether as an officer, agent, employee, or

contractor, who has been convicted of a felony or who has been convicted of any crime involving moral turpitude. Kids Choice Therapy and Play Center also declares that none of its employees working on school premises is currently registered or required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act. In the event Kids Choice becomes aware that an employee assigned to render services to district students is convicted of a felony or any crime involving moral turpitude or is required to register as a sex offender, Kids Choice will immediately remove that individual from involvement with any district student and will promptly notify the district of conviction or registry as described. In addition, if Kids Choice becomes aware of charges or proceedings involving their employee that would warrant removal of the individual - Kids Choice will promptly notify the District" and remove its employee.

13. All Kids Choice Therapy and Play Center employees must have in their possession, at all times, a current photo ID which identifies them as a staff member of Kids Choice Therapy and Play Center.

Either Kids Choice Therapy and Play Center or the District may choose to discontinue services during the term of this MOU for any reason with immediate withdraw written notice to the other party.

IN WITNESS WHEREOF, the District and Kids Choice Therapy and Play Center have executed this MOU on the day and year first above written.


Independent School District I-29 of
Cleveland County, Oklahoma

Gayla Mears
Director of Special Services
Norman Public Schools

Date

Dirk O'Hara
President
NPS Board of Education

Date



Director
Kids Choice Therapy and Play Center
Name of Agency
1806 24th Ave NW
Street Address
Norman, OK 73069
City, State, Zip Code
4/25/23
Date

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**Agreement for Behavioral Consultation and Evaluation Services
Between
Norman Public Schools
and
Heather Eisel, PhD, BCBA-D, LBA
Eisel Behavior Therapy and Consultation, LLC**

This Agreement for Behavioral Consultation and Evaluation Services (Agreement) dated as of the 1st day of July 2023, is between **Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools (NPS)** and **Heather Eisel (Eisel)**.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, NPS and Eisel agree as follows:

- 1. Behavioral Consultation and Evaluation Services.** Eisel agrees to perform consultation and/or evaluation duties and shall devote such time, skill, and experience towards the performance of these duties as may be required and approved (Services) to the designated students of NPS as requested during the term of this Agreement. Such services shall be provided on the premises of NPS.
- 2. Certification and Licensure.** Eisel represents and warrants that she is a Board Certified Behavioral Analyst licensed by the State of Oklahoma. Eisel shall notify NPS immediately if, for any reason, her Oklahoma license is suspended or if her certification is not renewed upon expiration.
- 3. Confidentiality.** Eisel agrees to adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities. Eisel specifically agrees to comply with the provisions of the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA), as well as all applicable laws and regulations related to privacy and security. Eisel acknowledges that she may have or obtain access to confidential "education records", as defined by FERPA, and agrees that she will not disclose any such education records except to perform her duties under this Agreement or as required by law.
- 4. Insurance.** Eisel agrees that prior to entering into this Agreement, Eisel has obtained a Commercial General Liability (CGL) insurance policy, Professional Liability insurance policy (PL) and Legal Liability insurance policy (LL), each insuring Eisel in an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. Eisel must add NPS as an additional insured party on each policy for purposes of Eisel's performance of this Agreement and maintain the required insurance policies at all times while this Agreement is in effect. Eisel agrees that Eisel will furnish NPS with certification of the insurance policies required by this Agreement. If any of the required insurance policies is canceled during this school year, Eisel must immediately notify NPS.

5. **Indemnification.** In addition to the requirement of paragraph 4 and not in lieu thereof, Eisel agrees to indemnify and hold NPS and its agents, employees and officers harmless (including defense costs) against any claim, demand or action against NPS arising from Services provided by Eisel.
6. **Prior Criminal Convictions.** Eisel hereby certifies that Eisel is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippe Violent Offender Registration Act and has not been convicted in this state, the United States, or another state of any felony offense.
7. **Compensation.** NPS agrees to pay Eisel at the rate of \$1,000 for a comprehensive FBA/ BIP, price includes 2 typical 1-hr observations, 2 interviews, and 1-hr IEP meeting or staffing, to be paid on a monthly basis. Eisel agrees and acknowledges that all invoices and applicable required documentation and time logs shall be submitted to NPS no later than the 10th day of the month following the month in which the Services were provided and that NPS has no obligation to forward payment to Eisel until NPS has been provided with a timely invoice. Invoices shall include, at a minimum, the date of services, identification of the individual to whom services were provided, and a brief description of services as well as the time applicable to each service listing. NPS shall have no obligation to Eisel as an employer for withholding and remitting taxes, insurance, FICA, etc. Eisel, and not NPS, shall be responsible for the payment of any business expenses, such as transportation costs incurred by Eisel in the provision of Services hereunder. This Agreement does not apply to extended year services provided to NPS by Eisel. Such extended year services shall be set forth in a separate agreement between the parties, if applicable.
8. **Term and Termination.** This Agreement is effective as of July 1st, 2023 and shall continue in effect through June 30, 2024, unless terminated earlier as provided herein. Either party may terminate this Agreement upon thirty (30) days' written notice with or without cause. The specific starting date for the delivery of Services will be mutually determined by Eisel and NPS.
9. **Independent Contractor Status.** Eisel is acting as an independent contractor and Eisel shall not be deemed to be an employee of NPS. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Eisel shall not have the authority to bind, commit or incur any liability on behalf of NPS or to otherwise act in any way as an agent or representative of NPS. In no event will Eisel be entitled to employee benefits or workers compensation coverage from NPS. Further, Eisel affirms she is covered by Workers' Compensation Insurance and shall in no event be entitled to any such coverage from NPS.
10. **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

11. Notices. All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service. Notices shall be delivered as follows:

To NPS:

Norman Public Schools
Dr. Nick Migliorino, Superintendent
131 South Flood Avenue
Norman, Oklahoma 73069

To Heather Eisel:

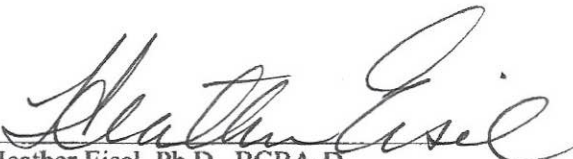
Heather Eisel

12. Miscellaneous. This agreement embodies the entire agreement and understanding between NPS and Eisel relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

**INDEPENDENT SCHOOL DISTRICT
NO. 29 OF CLEVELAND COUNTY,
OKLAHOMA**

Heather Eisel, Ph.D., BCBA-D

Board of Education President


Heather Eisel, Ph.D., BCBA-D

ATTEST:

Board of Education Clerk

**ADDENDUM TO AGREEMENT FOR EDUCATIONAL SERVICES
BETWEEN
NORMAN PUBLIC SCHOOLS, INDEPENDENT DISTRICT No. 29
AND
OFFICE OF JUVENILE AFFAIRS**

This Addendum is entered into as of the 1st day of July 2023, by and between Independent School District No. 29 of Cleveland County Oklahoma (District) and Office of Juvenile Affairs (OJA). The parties have decided to continue *Preventing Recidivism through Opportunities, Mentoring, Interventions, Support, and Education (PROMISE)* – a program for offering education opportunities for youth within OJA through the vehicle of a collaborative approach to the individual needs of the students within the OJA control.

OJA will provide a classroom within the geographic boundaries of the District and will supply security, other equipment and assistance consistent with the primary agreement between the District and OJA. The District will supply a classroom teacher and education related materials and instructional supplies normally provided to students attending District schools. In addition, pursuant to a general order of the Cleveland County District Court, the District shall provide individual student information consistent with the Court’s Order and subject to the Family Educational Rights and Privacy Act (FERPA).

This Addendum shall be effective upon its approval by OJA and District’s Board of Education and shall terminate on June 30, 2024. The parties may extend PROMISE for additional one year periods, pursuant to this or a separate agreement.

The District and OJA have executed this agreement on the day and year written above.

**INDEPENDENT SCHOOL DISTRICT No. 29
OF CLEVELAND COUNTY, OKLAHOMA**

OFFICE OF JUVENILE AFFAIRS

President
Board of Education

Rachel C. Holt
Rachel C. Holt (May 2, 2023 16:59 CDT)

May 2, 2023

Executive Director
Office of Juvenile Affairs

ATTEST:

Clerk
Board of Education

VISION RELATED SERVICES AGREEMENT

School Year 2023-2024

This Vision Related Services Agreement (the "Agreement") dated March 17th, 2023, is between **Norman Public Schools**, with a notice address of 131 S. Flood Ave, Norman, OK 73069 and **NewView Oklahoma** ("CONSULTANT"), with a notice address of 501 N. Douglas Ave, Oklahoma City, OK 73106.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Norman Public Schools and Vision Related Specialist agree as follows:

1. **Consulting Services.** CONSULTANT agrees to provide vision-related services, including orientation and mobility, to designated students of Norman Public Schools as requested during the term of this Agreement.
2. **Consultant Duties.** CONSULTANT shall provide such services as indicated by the Norman Public Schools student's Individualized Education Program or 504 Accommodation Plan as established by the Teacher of the Visually Impaired (TVI), Orientation and Mobility Specialist (O&M), and/or Rehabilitation Teacher for the Blind (RTB). The TVI, O&M, or RTB Services shall include, without limitation, appropriate evaluations and treatment as deemed appropriate by the CONSULTANT and the Norman Public Schools Special Education Director, recording students' progress and preparing materials and assembling equipment used during treatment if necessary, participation in student-focused meetings and program-focused meetings, and completing paperwork as requested. All equipment and materials to be used in treatment, together with documentation forms, will be provided by Norman Public Schools. The specific starting date for the CONSULTANT'S delivery of Services will be mutually determined by Norman Public Schools and the agency. The CONSULTANT will deliver Vision Related Services to Norman Public Schools' students as needed during the term of the Agreement.
3. **Certification & Licensure.** CONSULTANT represents and warrants that their TVI, O&M, and RTB are certified by the Oklahoma Department of Education, Academy of Certification of Vision Rehabilitation and Education Professionals (ACVREP), and/or National Blindness Professional Certification Board (NBPCB) to provide Vision and/or Orientation and Mobility Services to Norman Public Schools' students. The CONSULTANT shall notify Norman Public Schools immediately if, for any reason, any required certifications are not renewed upon expiration.
4. **Confidentiality.** CONSULTANT agrees to adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.
5. **Insurance.** The CONSULTANT represents and warrants that they are insured under a professional liability policy in a minimum amount of \$1,000,000.00 per incident/occurrence and \$3,000,000.00 aggregate and that such insurance covers them when she is providing Vision Related Services as a certified orientation and mobility specialist/certified blind educator on the

premises of Norman Public Schools. The CONSULTANT agrees to provide Norman Public Schools with proof of insurance upon request.

6. **Indemnification.** In addition to the requirement of paragraph 5 and not in lieu thereof, the CONSULTANT agrees to indemnify and hold Norman Public Schools and its agents, employees and officers harmless (including defense costs) against any claim, demand or action against Norman Public Schools arising from services provided by the CONSULTANT.

7. **Worker's Compensation.** The CONSULTANT certifies that, by law, they are not required to obtain Worker's Compensation Insurance and shall in no event be entitled to such coverage from Norman Public Schools.

8. **OSHA and Background Checks.** The CONSULTANT represents and warrants that they have received training in the prevention of exposure to bloodborne pathogens and other potentially infectious materials in accordance with the OSHA Standard on Bloodborne Pathogens ("OSHA training") and agrees to provide Norman Public Schools with written verification of same. If the CONSULTANT has not received OSHA training, the CONSULTANT agrees to attend a one-hour OSHA training course provided by Norman Public Schools at no cost to them no later than October 1, 2023. The CONSULTANT further represents and warrants that the agency has not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma, or the sex offender registration provisions of another state or federal law. The CONSULTANT agrees to provide Norman Public Schools with written consent for Norman Public Schools to conduct such background checks and criminal history investigations as Norman Public Schools may request from time to time during the term of this Agreement.

9. **Compensation.** Norman Public Schools agrees to pay CONSULTANT the sum of \$850.00 daily (includes travel time and mileage to and from Norman Public Schools) for all Vision-related services. Days per year shall not exceed **2 days per month**. Exceptions will require written approval by Norman Public Schools Special Education Director. The CONSULTANT agrees and acknowledges that all required documentation must be submitted to Norman Public Schools no later than the 10th day of the month following the month in which the Services were provided and that Norman Public Schools has no obligation to forward payment to the CONSULTANT until Norman Public Schools has been provided with the required documentation. CONSULTANT acknowledges that all revenue provided to the CONSULTANT pursuant to this Agreement constitutes "net earnings from self-employment" as the term is defined in Section 1402(a) of the Internal Revenue Code of 1986, as amended, and that Norman Public Schools shall have no obligation the CONSULTANT as an employer for withholding and remitting taxes, insurance, FICA, etc. CONSULTANT and holds Norman Public Schools harmless for all costs, damages, taxes, penalties, interest, and expense attributable to (a) the CONSULTANT underpayment of income and/or employment taxes on thier revenue received pursuant to this Agreement, and (b) the CONSULTANT late reporting or late payment of income and/or employment taxes on the CONSULTANT revenue received pursuant to this Agreement.

10. Term and Termination. This Agreement is effective as of August 1st, 2023, and shall Either party may terminate this Agreement upon fourteen (14) days' written notice continue in effect through June 30, 2024, unless terminated earlier as provided herein.

11. Independent Contractor Status. Each party is acting as an independent contractor, and no employee or subcontractor of either party shall be deemed to be an employee of the other. Neither party undertakes, by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business, or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party. **12. Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third-party labor disputes, third-party strikes, other third-party labor or industrial disturbances, acts of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

13. Notices. All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service to the parties at the addresses herein or at such other addresses of which either party may give notice.

14. Miscellaneous. This agreement embodies the entire agreement and understanding between Norman Public Schools and CONSULTANT relating to the subject matter of this agreement and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. This Agreement may be amended only in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement, and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

Board of Education, Norman Public Schools

Date

Lauren Branch, President, CEO

Date

Agency/school Requesting Proposal: Norman Public Schools

Representative/Contact: Gayla Mears

Contract Date: Starting: July 1, 2023 Ending: June 30, 2024

If requested by Norman Public Schools, Hearing for Hearing is able to provide the following services to improve the performance of the students with documented hearing loss and/or suspected hearing loss in the district:

1. Annual comprehensive in-person hearing evaluations for students in the district with known hearing loss and/or suspected hearing loss consisting of aided booth testing, unaided booth testing, electroacoustic analysis, earmold impressions (\$119.68/earmold) as needed, remote microphone verification and medical referrals as indicated. Should adjustments on the hearing aid settings be required, these adjustments will be provided as a part of the annual evaluation or one time annually at no extra charge. \$175 per evaluation. The annual evaluation can be waived if Hearts for Hearing is provided documentation of a hearing evaluation within the past year by a licensed audiologist.
2. Assessment support from a licensed Hearts for Hearing speech-language pathologist, for optimal testing of pediatric patients (ages 5 years and younger) as a standard of care. \$100 per hour.
3. Visits to the self-contained classrooms, as well as regular classrooms by an audiology assistant as needed for the purposes of checking and cleaning hearing technology, making ear impressions (\$119.68/earmold) as needed, changing filters/microphone screens, feedback assessment, providing tubing, batteries and ear hooks, troubleshooting equipment and monitoring remote microphone technology. \$50/hour by an audiology assistant. Drive time at the rate of \$50/hour and mileage rate of \$0.655/mile roundtrip.
4. Collaboration (via email, telephone, video conferencing, or in person) between Norman Public Schools (classroom teachers, speech-language pathologists, educators of the deaf, etc.) and a licensed Hearts for Hearing audiologist to discuss: 1) formal evaluation of equipment integrity; 2) recommendation for follow up care; 3) assessment of benefit of technology utilized by student or 4) audiometric documentation. \$100/ hour.
5. Attendance at IEP meetings to provide support for an educator of the deaf as needed. \$100/hour.
6. Annual maintenance and assessment of hearing technology. \$100/hour
7. Training (in-service) by a licensed Hearts for Hearing audiologist and/or speech language pathologist (via telephone, video conferencing or in person; to be determined by Norman Public Schools) for nurses, administrators, speech-language pathologists, classroom teachers, and/or special education teachers who will be working with a child who has hearing loss, hearing aids, cochlear implants or bone conduction hearing devices in his/her class regarding general information on hearing loss, and hearing technology. \$150 an hour. Drive time at the rate of \$150/hour and mileage rate of \$0.655/mile roundtrip.
8. Back-up batteries and troubleshooting materials for hearing aids, cochlear implants or bone conduction hearing devices and other troubleshooting materials as needed. Batteries including #10, #13, #312, and #675 CI. These costs will be charged utilizing a separate Purchase Order.

9. Repairs, damaged or lost equipment will be evaluated on a case-by-case basis.
10. Request for documentation with a signed release on file will be answered within five business days of a written request.
11. In the event that school is closed due to federal, state, or local mandates, and if the district continues to provide distance virtual learning, expectations for tasks, hours of pay, and responsibilities related to the contract will be determined between both parties at that time and facilitated by the Director or Assistant Director of Special Services.

**Pricing can be increased up to 25% without authorization and will be determined by the Medicaid billing rate at the time services are rendered.

12. **TERMINATION:** This Agreement shall be "at will" and may be terminated by either party with or without cause by providing written notice to the other party via certified mail, return receipt requested, at the party's last known address. Such notice shall be deemed duly given upon the date received by the other party, or five days after mailing, whichever is earlier.
13. **JURISDICTION:** The agreement will be governed and interpreted according to the laws of the State of Oklahoma.
14. **SEVERABILITY:** If any portion of the contract becomes invalid, the remainder of the contract will remain in effect.
15. **TERM:** This agreement begins on July 1st of 2023 and continues until June 30th of 2024.
 - a. Contract renewals are subject to ratification by both parties in writing.
16. **ENTIRE AGREEMENT:** The contract, together with all of its attachments, constitutes the entire agreement of the parties and supersedes all other agreements and representations, oral or written, made by the parties
17. **PAYMENT for SERVICES:** Not to exceed: \$25,000.00
 - a. I understand that Norman Public Schools will be invoiced quarterly for services rendered by Hearts for Hearing
 - b. I understand that Norman Public Schools will not be held responsible for payment of missed/cancelled appointments.

Address and contact for invoicing: Norman Public Schools /Att: Gayla Mears
131 South Flood Avenue
Norman, OK 73069

Signatures

Gayla Mears
Director of Special Services
Norman Public Schools



Joanna T. Smith
Chief Executive Officer
Hearts for Hearing

Date

5/9/23

Date

**VIRTUAL CARE SERVICES AGREEMENT
BY AND BETWEEN
PUBLIC SCHOOL DISTRICT OF NORMAN OKLAHOMA, NORMAN
PUBLIC SCHOOLS AND
NORMAN REGIONAL HOSPITAL AUTHORITY, AN OKLAHOMA PUBLIC
TRUST FOR FISCAL YEAR 2023-2024**

This Agreement is made and entered into effective as of August 1, 2023 by and between Norman Public School District of Cleveland County, Oklahoma a/k/a the Norman Public Schools ("Norman"), and Norman Regional Hospital Authority, an Oklahoma public trust d/b/a Norman Regional Health System ("NRHA"). Norman and NRHA are collectively referred to as the "Parties".

RECITALS

WHEREAS, Norman, a public school district under the laws of the State of Oklahoma, provides free public education to qualified students with an enrollment in excess of 16,000 students attending schools in twenty-four separate school sites; and

WHEREAS, NRHA is an Oklahoma public trust which provides health services to residents of Cleveland County and surrounding areas, and particularly residents of Norman, Oklahoma, including areas encompassed within the boundaries of Norman; and

WHEREAS, NRHA employs and contracts with providers who specialize in pediatrics and family medicine who are qualified to provide virtual care services; and

WHEREAS, Norman desires to engage NRHA to provide pediatric virtual care services for the Norman School Health Nurse Program, which services are reasonable and necessary in support of Norman School Health Nurse operations.

NOW THEREFORE, in consideration of Norman agreeing to pay the sum of one dollar to NRHA and of the mutual terms, covenants and conditions specified in this Agreement, the Parties agree as follows:

- A. Engagement. Norman engages NRHA to provide pediatric virtual care services for Norman's School Health Nurse Program as set forth in this Agreement. NRHA accepts such engagement.
- B. Services. NRHA shall provide its qualified providers to provide pediatric virtual care services under this Agreement. NRHA shall provide the platform and equipment necessary to conduct the virtual care visits.
- C. NRHA Providers. NRHA represents to Norman that all providers who provide pediatric virtual care services under this Agreement: (1) meet all applicable state and federal licensing requirements to practice medicine in the State of Oklahoma and for performing the services specified in this Agreement; (2) have not been excluded from any federal or state healthcare program; and (3) no basis exists for excluding her from any such program.
- D. Insurance. NRHS represents to Norman that the NRHS Medical Self-Insurance Plan for medical liability provides coverage to its employed physicians with minimum limits of \$1

Million per occurrence and \$3 Million in the aggregate throughout the terms of their employment.

E. Confidentiality

1. Students Protected Health Information - Notice of Privacy Practices. NRHA's Notice of Privacy Practices addresses how NRHA may use and disclose Protected Health Information (PHI) for payment, treatment, healthcare operations, and for other purposes allowed or required by law. For students of Norman who enroll in the Norman Regional Kids Virtual Care Program, NRHA will retain a copy of each student's Norman Regional Kids Virtual Care enrollment form. For students who are less than 18 years of age, NRHA will require the student's parent or guardian to acknowledge the receipt of NRHA's Notice of Privacy Practices when they provide NRHA with their signed consent for virtual visits. For students who are 18 years of age or older, NRHA will require the student to acknowledge the receipt of NHRA Notice of Privacy Practices when they provide NRHA with their signed consent for virtual visits. Questions or concerns regarding a student's PHI may be directed to NRHA's Privacy Officer.
2. Electronic Sharing of Medical Information. Except as otherwise required or permitted by law, for students who are less than 18 years of age, the Parties will only share the student's virtual visit summary with the parent or legal guardian of the student and, for students who are 18 years of age or older, the Parties will only share the student's virtual visit summary with the student. NRHA will retain a copy of each student's visit summary per Oklahoma law.

F. Term and Termination

1. The term of this Agreement is from August 1, 2023 to July 30, 2024.
2. Any Party may terminate this Agreement at any time with or without cause by providing ninety (90) day prior written notice of its or her decision to terminate this Agreement.
3. Norman or NRHA may terminate this Agreement by written notice to the other, and may regard the other as in default of this Agreement, if the other becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency laws, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
4. The termination or expiration of this Agreement shall not relieve any Party of any obligation pursuant to this Agreement that arose on or before the date of termination.

G. General Provisions

1. Independent Contractor. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between the Parties. The sole interest and

responsibility of the Parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

2. Severability. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.
3. Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, addressed to the other Parties at the appropriate addresses set forth below:

If to Norman: Norman Public School District of Cleveland
County (Norman Public Schools)

If to NRHS: Norman Regional Hospital Authority
Attention: Richie Splitt, President & CEO
901 N. Porter Ave.
Norman Oklahoma 73071

Notice of a change in address of any one of the Parties shall be given in writing by that Party to the other Parties as provided above, but shall be effective only upon actual receipt.

4. Binding Effect; No Third Party Beneficiary. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation, any patients of a Party, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.
5. Entire Agreement. This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreement between the Parties concerning the subject matter described herein.
6. Amendment. This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by a writing signed by the Parties.

7. Assignment. No Party may assign this Agreement, in whole or in part, without the prior written consent of the other Parties.
8. No Waiver. Any failure of a Party to enforce that Party's rights under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.
9. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with, the laws of the State of Oklahoma, without giving effect to its conflict of laws principles. Cleveland County, Oklahoma, shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought under, or arise out of, this Agreement.
10. Use of Name. None of the Parties to this Agreement shall use the name or indicia of any other Party, nor of any Party's employees, in any manner of publicity, advertising, or news releases without prior written approval of such Party.
11. Warranty of Authority. The person(s) executing this Agreement on behalf of each Party, or representing themselves as executing this Agreement on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all of its terms, representations and provisions.

NORMAN PUBLIC SCHOOLS

Nick , Migliorino PhD Superintendent

NORMAN REGIONAL HOSPITAL AUTHORITY, D/B/A, NORMAN REGIONAL HEALTH SYSTEM

Richie Splitt, President & CEO



OKLAHOMA CITY COMMUNITY COLLEGE

CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (“Agreement”) is made and entered between **Oklahoma City Community College** (hereinafter referred to as “SCHOOL”) and **Norman Public Schools** (hereinafter referred to as “FACILITY”), (collectively, the “Parties”).

RECITALS

A. SCHOOL provides the health professions educational program(s) (the “Program”) for its students as described in **Exhibit A**.

B. FACILITY operates the healthcare facilities identified in **Exhibit A** and is willing to make such facilities available to SCHOOL’s students in the Program.

C. SCHOOL desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in such healthcare facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

1. GENERAL RESPONSIBILITIES.

1.1. FACILITY shall provide the clinical experience for the students in the SCHOOL’s Program (the “Student(s)”) at the FACILITY properties identified in **Exhibit A** as set forth in this Agreement, at the dates and times only as mutually agreed to by the Parties. To the extent that the details in **Exhibit A** change due to additional Programs, facilities, or types of Students added under this Affiliation Agreement, the Parties may create additional versions of **Exhibit A**, to be signed by authorized representatives of the Parties and incorporated herein, without the need for a new Agreement or Amendment to this Agreement.

1.2. The Students shall be regularly enrolled students in the SCHOOL’s Program and meet any educational requirements of the SCHOOL before participating in the clinical training at the FACILITY. Students shall be held accountable to both the FACILITY and the SCHOOL to comply with all rules and regulations of the FACILITY.

2. SCHOOL RESPONSIBILITIES.

2.1. The SCHOOL shall be responsible for the following with respect to the Program: the delineation of the academic curriculum; the provision of instructors; awarding any certification

or degree in the Program; maintaining appropriate accreditation; and compliance with the applicable laws and rules with respect to operation of the Program.

2.2. The SCHOOL shall be responsible for the selection, placement, and/or removal, and grading of Students placed with FACILITY for their clinical experience. The SCHOOL shall be responsible for ensuring that the Students are qualified to participate in the clinical rotation at FACILITY.

2.3. Prior to placing Students at FACILITY, the SCHOOL shall transmit to FACILITY the name(s) of the Students and any other requested information required by FACILITY.

2.4. The SCHOOL shall instruct participating Students and School Instructors that they are required to provide proof to the FACILITY that they have received:

- 2.4.1. A complete Hepatitis B vaccination series of three (or waiver);
- 2.4.2. Two negative PPD readings or chest x-ray with clear for public contact letter;
- 2.4.3. MMR vaccinations or positive titers;
- 2.4.4. Varicella vaccinations or titer;
- 2.4.5. Tdap adult booster;
- 2.4.6. Drug testing results;
- 2.4.7. Background check results;
- 2.4.8. Current American Heart Association – Basic Life Support (CPR) certification; and
- 2.4.9. Annual education to include HIPAA, BBP, Sexual Harassment and any other FACILITY required basic infectious disease review.

Any exception to this provision must be approved by the FACILITY before placement of the Student.

2.5. The SCHOOL shall instruct Students that they are not permitted to:

- 2.5.1. Double-check medications or blood products;
- 2.5.2. Begin or discontinue blood products, chemotherapy, or experimental drugs or therapies;
- 2.5.3. Accept orders from physicians or other health care professionals, whether in-person, by phone, or otherwise; or
- 2.5.4. Contact physicians or any others to obtain orders.

2.6. The SCHOOL shall require the Students to have transportation to and from the FACILITY, to arrive and depart promptly, and to park in areas designated.

2.7. The SCHOOL shall submit in writing to FACILITY the name of the person(s) designated as the SCHOOL's Clinical Coordinator whose responsibilities shall be to act as liaison between the SCHOOL and FACILITY in the development and execution of the clinical program, and to engage in such other activities as are of mutual concern in the provision of student training. If instructors ("School Instructors") are present at the FACILITY during the Students' clinical experience, the responsibilities of the School Instructors, if applicable, shall be identified in **Exhibit A**. SCHOOL is responsible to ensure that any such School Instructors shall be

appropriately licensed and qualified to supervise Students, in accordance with all applicable laws, and shall meet any other requirements as identified by FACILITY, including the those in Section 2.4 herein.

2.8. The SCHOOL shall, upon the written request of FACILITY, withdraw any Student who: (1) fails to properly perform as a student of the Program or whose conduct otherwise interferes with the staff relationships or primary mission of FACILITY; and/or (2) violates any FACILITY policy or procedure and/or the professional ethics of FACILITY as they relate to patients, visitors, or FACILITY personnel. The SCHOOL may also discontinue the assignment of any Student at FACILITY at any time during the term of this Agreement in accordance with established SCHOOL rules and regulations.

2.9. The SCHOOL shall be responsible to promote appropriate conduct of the Students and School Instructors during clinical training and compliance with applicable FACILITY policies and procedures, state and federal laws, and requirements of the Joint Commission.

2.10. The SCHOOL is the employer of the School's appointed Clinical Coordinator and its School Instructors. The SCHOOL shall be responsible for their compensation, benefits payable, and withholdings required by law.

3. FACILITY RESPONSIBILITIES.

3.1. FACILITY shall be responsible for the clinical experiences of the Students assigned hereunder. Such Students shall be subject to the supervision, direction, and control of FACILITY while performing their assignments.

3.2. FACILITY shall inform SCHOOL of the number of Students that FACILITY can accept and shall accept Students selected by the SCHOOL for clinical assignments in accordance with mutually agreed to schedules.

3.3. FACILITY shall provide clinical education for Students in accordance with the educational objectives, learning experiences and performance expectations established and mutually agreed to by the SCHOOL and FACILITY.

3.4. FACILITY shall provide orientation to the Students and any School Instructors, as appropriate, subsequent to placement of the assigned Students.

3.5. FACILITY shall designate one or more individuals with sufficient training whose responsibilities shall be to act as liaison between the SCHOOL and FACILITY in the development and execution of the clinical program ("FACILITY Coordinator"). The FACILITY may also designate one or more employees to serve as Instructors.

3.6. The FACILITY shall provide the School Instructor with copies of the FACILITY's policies, rules, regulations, and procedures applicable to the Student and School Instructor participation in clinical activities.

3.7. The FACILITY shall permit the SCHOOL and its accreditation agencies to visit, tour, and inspect the facilities and records relating to the clinical activities hereunder on reasonable notice during the Facility administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the Facility, and minimizing disruption or interference with Facility operations, including patient care activities.

3.8. The FACILITY shall make its classrooms, conference rooms and library facilities available to the SCHOOL for the Clinical Rotations, without charge, subject to availability and Facility policies regarding use of its facilities.

3.9. The FACILITY shall provide parking in designated areas for Students and School Instructors.

3.10. Students shall assist in performing services for patients only when under the supervision of a qualified School Instructor and/or FACILITY employee. Students shall assist, perform assignments, and participate in other educational activities at the discretion of their supervisors designated by FACILITY. Students are trainees and do not replace University staff.

3.11. FACILITY has the right to refuse use of its facilities to any Student for clinical assignment for any lawful reason. FACILITY may also require the discontinuance of the assignment of a Student for any lawful reason upon prior written notice to the SCHOOL.

3.12. FACILITY shall provide or arrange for immediate emergency health care as required to Students who are injured or become ill at FACILITY during the clinical training. The cost of such care shall be the responsibility of the Student. FACILITY is not required to provide any ongoing or follow-up care for the Student.

3.13. FACILITY shall maintain sufficient administrative and professional control over the supervision of the Students and School Instructors, if applicable, to ensure that the continuity and quality of care to patients and/or other FACILITY clients is maintained. FACILITY shall not decrease the normal number of staff as a result of this Agreement.

4. TERM AND TERMINATION.

4.1. The term of this Agreement shall become effective as of the date fully executed and shall continue in effect for five (5) years unless terminated earlier.

4.2. Unless earlier terminated, this Agreement will be automatically extended for a period of up to one hundred twenty (120) days from the five (5) year expiration date to allow additional time to complete the Parties' execution of a subsequent written agreement, as then may be mutually agreed.

4.3. Notwithstanding any other provision to the contrary, either Party upon at least ninety (90) days' prior written notice to the other Party may terminate this Agreement without cause at any time. In the event of termination without cause by FACILITY, FACILITY will attempt to extend the effective date of termination to allow for completion of the current Students' rotation.

4.4. In the event of a material breach of this Agreement, the aggrieved Party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching Party. If the breach is not cured, the Agreement shall terminate at the end of the thirty-day period.

5. INSURANCE.

5.1. SCHOOL shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:

5.1.1. Educator Legal Liability Insurance coverage for its employees and officers, as required by the State of Oklahoma Office of Risk Management for public institutions of higher education, subject in all respects to the limitations, defenses and other provisions of the Oklahoma Governmental Tort Claims Act and all applicable laws. SCHOOL shall further require Students to maintain student liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Upon request, the SCHOOL shall arrange to provide a certificate of student liability insurance coverage to the FACILITY evidencing student liability coverage and request the insurer to notify the FACILITY at least thirty (30) days in advance of any cancellation or nonrenewal.

5.1.2. General Liability Insurance or Self-Insurance as required by the State of Oklahoma Office of Risk Management for public institutions of higher education, subject in all respects to the limitations, defenses and other provisions of the Oklahoma Governmental Tort Claims Act and all applicable laws.

5.1.3. Workers' Compensation Insurance as required under Oklahoma law.

5.2. FACILITY shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining coverage as follows:

5.2.1. Professional Medical and Hospital Liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.

5.2.2. General Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.

5.2.3. Workers' Compensation as required by the law of the State wherein the FACILITY is located.

5.2.4. FACILITY shall provide a certificate of insurance coverage to the to the SCHOOL evidencing liability coverage and request the insurer to notify the SCHOOL at least thirty (30) days in advance of any cancellation or nonrenewal.

6. LIABILITY LIMITATIONS.

6.1. The SCHOOL shall be responsible for the negligent or intentional acts or omissions of its officers, directors, and employees subject to the defenses, limitations and provisions of the Oklahoma Governmental Tort Claims Act and all applicable laws of the State of Oklahoma.

6.2. The FACILITY shall defend, indemnify, and hold the SCHOOL, its officers, directors, employees, and agents harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the FACILITY, its officers, directors, agents, or employees.

7. DISCRIMINATION – PROHIBITION.

SCHOOL and FACILITY agree not to discriminate in the selection or acceptance of any Student or in the performance of this Agreement because of gender, race, color, ethnic or national origin, religion, age, ancestry, disability, genetic information, military status or veteran status, including employment of disabled veterans and veterans of the Vietnam Era, as required by applicable laws and regulations, sex, sex stereotypes, gender identity, gender expression, sexual orientation, and pregnancy or parenting status, within the limits imposed by law.

8. PATIENT RECORDS.

All of FACILITY's medical records and charts created at the FACILITY as a result of performance under this Agreement shall be and shall remain the property of FACILITY. SCHOOL understands and agrees that it will help ensure all of its Students (and School Instructors if applicable) rotating through the FACILITY are aware of the responsibility to maintain the confidentiality of all patient medical records and charts in accordance with FACILITY policies and procedures and all applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA"). SCHOOL agrees that Students (and School Instructors if applicable) shall be required to attend any FACILITY training or education required to comply with HIPAA or other applicable laws.

9. STUDENT RECORDS.

Should SCHOOL provide confidential information from student records to FACILITY, including "personally identifiable information" as defined in the Family Educational Rights and Privacy Act (FERPA), the FACILITY certifies that it shall maintain its confidentiality and that it shall not redisclose such personally identifiable information except as permitted by FERPA or other applicable law.

10. INTERRUPTION IN SERVICE.

Either Party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, pandemics, earthquakes, or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a Party's performance continues for a period in excess of thirty (30) days, the other Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other Party.

11. NO ASSIGNMENT.

Neither Party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.

12. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

13. WAIVER.

Waiver by either Party of any breach of any provision of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

14. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both Parties. SCHOOL and FACILITY agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

15. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of Oklahoma without giving effect to conflict of laws provisions. The Parties agree that the State District Courts of Oklahoma, Oklahoma County shall have exclusive jurisdiction over the Parties, claims, and disputes arising from the execution, enforcement and performance of this Agreement, with venue of all such actions solely in Oklahoma City, Oklahoma.

16. ENTIRE AGREEMENT.

This Agreement, including Exhibits, contains all the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersede any prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.

17. NO THIRD PARTY BENEFICIARY.

This Agreement shall not confer any right or benefit upon, or permit enforcement of any provision by anyone other than the Parties to this Agreement.

18. NO EXCLUSION.

SCHOOL and FACILITY respectively represent and warrant, each on its own behalf, that it is not: (1) currently excluded, debarred, or disqualified by any federal governmental agency or program or otherwise ineligible from receiving federal contracts or assistance; (2) presently on the exclusion database of the Office of the Inspector General or the Government Services Administration; or (3) convicted of a criminal offense related to the provision of health care.

19. COUNTERPARTS

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile or pdf transmission shall be deemed originals.

IN WITNESS WHEREOF, this Agreement is executed by and on behalf of the Parties hereto on the dates indicated below.

SCHOOL

FACILITY

Oklahoma City Community College
7777 S. May Avenue
Oklahoma City, Oklahoma 73159
405-682-1611

Norman Public Schools
131 S. Flood Ave.
Norman, OK 73069
405-364-1339

BY: _____
Dr. Kathy Wheat

BY: _____
Signature Authority

TITLE: Dean of Health Professions

TITLE: : _____

DATE: _____

DATE: _____

EXHIBIT A

1. Type of Program(s) offered by SCHOOL covered under this Agreement:

A. Subject Area:

B. Degree Awarded:

Associates Degree

Other: _____

2. Health System facilities covered under this Agreement:

Outpatient Clinics (location): _____

3. Rotation Description:

Clinical care of patients

Yes

No

Administrative rotation

Yes (describe): _____

No

4. School Instructors:

A. School Instructors present at FACILITY:

Yes

No

B. Requirements for SCHOOL Instructors:

SCHOOL Representative:

Shelly Tevis

Title: Director of Operations

Date: _____

FACILITY Representative:

Title: _____

Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE
Norman Public Schools
AND THE
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
On Behalf of the College of Public Health**

1. **Purpose of Agreement** - This Memorandum of Agreement (“Agreement”) is made by and between Norman Public Schools, 131 S. Flood Avenue, Norman, OK, 73069 and The Board of Regents of the University of Oklahoma on behalf of the College of Public Health, 801 NE 13th Street, Oklahoma City, Oklahoma, 73104 (“University”).

The purpose of this Agreement is to establish guidelines for enhanced medical and public health education, intervention, and research, and the translation of research into practice, in order to improve the health and well-being of society and the public. This Agreement does not involve the transfer of any funds (or property in lieu of funds) nor receipt of any fees or payment by the Board of Regents of the University of Oklahoma for practice fieldwork services.

2. **Description of Services** - The University offers accredited professional and advanced degrees of educational programs in public health for qualified students preparing to serve as public health professionals and requires additional facilities to provide public health practice and fieldwork experience (hereafter collectively referred to as “fieldwork”) for such students. Norman Public Schools recognizes the potential benefits of exposing students interested in the school district and has facilities for furnishing research and educational environments to students, enabling them to learn about the preventive and environmental human factors and regulatory aspects. Therefore, the parties are desirous of providing public health learning opportunities through fieldwork to satisfy the educational requirements to students in the University’s public health programs. The public health education and research objectives, the variety of public health experiences, and the method of supervision and student education shall be determined between the University and Norman Public Schools.

3. **Location of Fieldwork Provided** - The fieldwork identified and enumerated herein shall be accomplished at Norman Public Schools, Norman Oklahoma, and elsewhere as identified and enumerated in this Memorandum of Agreement or modification thereto.

4. **The University Agrees** –

A. To provide faculty or staff members who will be responsible for instruction and advisement of the students' public health fieldwork experiences, coordinate with the designated Norman Public Schools official the fieldwork experience that will be performed by the students, and oversee the placement and supervision of the University’s public health students.

- B. To designate only students who are regularly enrolled in good standing with the University and who have completed the necessary training and didactic work called for by this Agreement.
- C. To be responsible for and in control of the education provided by University of its students to the extent allowed by law.
- D. To require that students comply with the applicable infection control protection and other personal protective requirements provided by Norman Public School to University.
- E. To provide University faculty member assistance periodically to aid in instruction to the students. Such faculty member's contact information shall be forwarded to Norman Public Schools at the time of each student placement.
- F. To instruct students in proper dress and conduct in accordance with professional standards that shall be acceptable to Norman Public Schools and all University students shall be identified according to applicable Norman Public Schools policies and procedures as provided to University.
- G. To the extent allowed by law, the University shall require its faculty and students participating in this Agreement to not disclose proprietary and/or commercial data or other information, records, or documents as Norman Public Schools may, from time to time, specify that faculty or students utilize or have access to during their fieldwork at Norman Public Schools. The University also agrees not to disclose any proprietary or commercial data or other information, records, or documents made available to University faculty and/or students during their participation at Norman Public Schools unless disclosure is required by applicable law.
- H. To require that students must at all times meet all the applicable safety, health and technical standards of the University's immunization student policies.
- I. To provide the legally required accommodation for any student with a disability who may require one.

5. **Norman Public Schools Agrees –**

- A. To designate a representative to coordinate placement activities and training, and supervise the University's students in their public health fieldwork. Norman Public Schools representatives is designated as:

Liaison (placement activities and fieldwork objectives):

Beth Roberson, RN
Norman Public Schools
Director, Health Services
1133 W. Main Street
Norman, Oklahoma 73069
(405) 366.5939
broberson@normanps.org

Supervision of University students:

Sara Vesely, PhD or designee
University of Oklahoma
Hudson College of Public Health
P.O. Box 26901
Oklahoma City, Oklahoma 73126-0901
(405) 271-2232
hcoph@ouhsc.edu

- B. To provide fieldwork experience in accordance with the University's public health curricula guidelines, rules, policies, procedures, standards, schedules, and practices in place at the time of student placement as provided by the University to Norman Public Schools including:
- Training, education and experience for students and to participate and cooperate in guiding the fieldwork experience for public health and other students.
 - Maintain administrative and professional supervision of public health students insofar as their presence affects the operation of Norman Public Schools. Supervision will be available at all times for the students who are on duty to ensure that each student assumes an appropriate level of responsibility for a safe and effective fieldwork and educational experience that is consistent with his/her level of experience and training.
 - Provide to the University and in the form required, timely reviews and evaluations of the fieldwork performance of students.
 - Provide necessary orientation to students and faculty members of Norman Public Schools' facilities standards of conduct, rules, policies, procedures, standards, schedules, and practices.

- C. To provide at its own cost, office space, office supplies, supervision and routine administrative support in connection with the University's public health students performing fieldwork at Norman Public Schools.

6. **Mutually Agreed upon Administration**

- A. **Assignment:** The number and assignment of students will be mutually agreed upon between Norman Public Schools and the University prior to the beginning of each training period but not less than 120 days before the student is scheduled to begin participation in the fieldwork experience.
- B. **Acceptance/Rejection:** Either party reserves the right to withdraw a University's public health student from participation in the activities covered by this Agreement at any time it believes such a withdrawal to be in the best interest of one of the parties or of the relationship between the parties.
- C. **Resolution of Disagreements:** The parties shall first reasonably seek to resolve any disagreement regarding the interpretation of this Agreement by mutual agreement between Norman Public Schools and the University before taking action in a court of competent jurisdiction.
- D. **Nondiscrimination:** As applicable, the provisions of Executive Order 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that they are in compliance with all applicable federal and state laws and regulations and all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), disability, political beliefs, or status as a veteran in any of their respective policies, practices, or procedures; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.
- E. In accordance with federal law, Norman Public Schools acknowledges and agrees that University may have legal obligations to investigate and remedy potential harassment or discriminatory actions taken against its students or employees while they are engaged in the clinical rotation at Norman Public Schools. Norman Public

Schools agrees to cooperate with University in any such investigation and agrees to take remedial actions to ensure such harassment or discrimination cease. If University determines that the remedial action taken or proposed by Norman Public Schools is not acceptable, University may terminate this Agreement immediately.

- F. **Description of Services:** The student will perform, as appropriate, a fieldwork experience in accordance with the documents, policies and procedures the University has published to define the fieldwork experience. The fieldwork experience at Norman Public Schools will be mutually agreed upon between Norman Public Schools and the University prior to the start of said experiences.
- G. **Student Access:** The students will receive appropriate orientation and have access to the office conference areas, equipment, supplies, records and other resources needed to provide public health services within the fieldwork setting.
- H. **Rotation Plan:** The University may establish a rotational plan for the public health experience by mutual agreement between the parties as appropriate.
- I. **Records:** The University shall keep all attendance and academic records of the students participating in the fieldwork program.

FERPA: As applicable, should the University or the University's students provide Norman Public Schools confidential information, as defined by applicable law, in paper or electronic form, including "personally identifiable information" from student education records as defined and protected by the Family Educational Rights and Privacy Act (FERPA), 34 CFR §99.3, Norman Public Schools certifies that it shall maintain the confidential information, as required by applicable Oklahoma and Federal law and that it shall not re-disclose personally identifiable information except as permitted or required by the Agreement, or directed by FERPA or by other applicable laws. Norman Public Schools shall develop, implement, maintain and use appropriate security measures to preserve the confidential information. Norman Public Schools shall extend these measures by contract to all subcontractors used by Norman Public Schools. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Norman Public Schools for a period of at least five (5) years from the date of the violation. If Norman Public Schools becomes aware of a security breach relating to this information, Norman Public Schools shall immediately notify the University and shall fully cooperate with the University. Norman Public Schools shall indemnify University for any breach of confidentiality by it, its employees, agents and/or subcontractors, and the failure to uphold its responsibilities to protect confidential information.

- I. Description of Review Process: The student will work directly under the oversight of a designated Norman Public Schools employee referred to as a "Preceptor" for purposes of this Agreement. The student will meet with the designated Preceptor, as required by either the student or Preceptor, to discuss their scheduling, progress and experience. Preceptors will be designated by the points of contact identified in section 5A of this Agreement.

7. **Mutually Agreed upon Provisions -**

- A. Insurance/Liability Coverage: Norman Public Schools will not cover the costs of providing insurance to the University students. The University is self-insured in accordance with the terms of the Oklahoma Governmental Tort Claims Act. 51 Okl. St. §§ 151 et seq.
- B. Reimbursements: Norman Public Schools not required to reimburse student expenses such as tuition, meals, lodging, travel, parking, books, or supplies.
- C. Confidentiality of Records: The content of patient medical records shall be held in confidence and in accordance with the Privacy Act of 1974, 5 U.S.C. 552a; Privacy Act Regulations, 45 CFR Part 5b; Confidentiality of Alcohol and Drug Abuse Patients Records, 42 CFR Part 2; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR Parts 160 and 164 and applicable state law in which Norman Public Schools' facility is located.
- D. HIPAA: Norman Public Schools agrees to provide training on its HIPAA policies and procedures to those who will be working in Norman Public Schools. No protected healthcare information is anticipated to be exchanged between Norman Public Schools and the University. It is understood that while participating in public health fieldwork at Norman Public Schools pursuant to this Agreement, the faculty members and students of the University do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the Norman Public Schools and the University is necessary.
- E. Privacy Information: Norman Public Schools and enlisted research personnel strictly adhere to ethical standards, public law, and federal policies for safeguarding the confidentiality of all respondents. Any privacy information will be protected according to Code of Federal Regulations Title 45, Volume 1 TITLE 45--PUBLIC WELFARE AND HUMAN SERVICES and THE PRIVACY ACT OF 1974, 5 U.S.C. § 552a, As Amended. All respondents that are to be observed in the course of data collection will be kept confidential by Norman Public Schools and enlisted research personnel. All University students will have taken courses on responsible conduct of research and protection of human research subjects.

The attached Trainee Confidentiality Agreement must be signed by each student and faculty member (if any) sent to the Facility.

Each party agrees to observe, maintain and require the confidentiality of the other party's confidential and proprietary information to the extent provided by law.

- F. **Institutional Review Board:** Norman Public Schools research protocols that involve human subjects must comply with Norman Public Schools and the University's institutional review board procedures. A separate approval will be required by the University prior to the start of any such research protocols. Norman Public Schools. Norman Public Schools complies with Department of Health and Human Services *The Code of Federal Regulations* 45 CFR Part 46 "*Protection of Human Subjects*".
- G. **Current Employees/Contracts:** This Agreement will not result in, nor is it intended to, displace employees or impair existing contracts for services.
- H. **Eligibility:** Each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this agreement, have been excluded from participation in any government healthcare program, debarred from or under any Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7 and it, its employees, and independent contractors are not otherwise ineligible for participation in Federal healthcare programs. Further, each party represents that it is not aware to the best of its knowledge of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- I. **Entirety of Agreement:** It is expressly agreed that this written agreement represents the entire understanding between the parties and supersedes any prior agreements or understanding with respect to the subject matter herein. Any changes or modifications to this Agreement must be in writing and be signed by both parties.
- J. **Third Parties:** Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, claim, or interests upon an individual or entity not a party hereto. Neither party shall have the right to assign or transfer its rights to any third party under this Agreement without the prior written consent of the non-transferring party.
- K. **Term and Termination:** This Agreement may be terminated with or without cause at any time by either party upon thirty (30) days written notice to the other party. In

the event of termination, consideration shall be paid to minimizing disruption to fieldwork schedules. This Agreement will be effective January 1, 2023 through December 31, 2029. Thereafter this Agreement shall automatically renew for two (2) additional one (1) year terms unless either party provides written notice to the other party at least thirty (30) days in advance of the end of the term. Either party may terminate this Agreement immediately upon written notice to the other, if that party fails to remedy a material breach, which is hereby defined as a breach that is substantial, of this Agreement within ten (10) days after written notice of the material breach.

- L. Force Majeure: The performance by either Party hereunder shall be excused to the extent of unforeseen circumstances beyond such Party's reasonable control, including, but not limited to: hurricanes, National Weather Service named weather events, tsunamis, floods, ice storms, lightning, landslides or similarly cataclysmic occurrence, or other acts of God; extended power outages; epidemics, pandemics, or related outbreaks if declared by the World Health Organization or federal government; county, state, or national declaration(s) of emergency as issued by an authorized government entity; war, acts of terrorism, or acts of public enemies; sabotage, riots or civil disturbances; or material destruction of facilities. In such event, the Parties agree to use their reasonable efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the Party's failure to perform, provided, however, if performance is not restored within thirty (30) days, either Party may terminate this Agreement.
- M. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.
- N. Contact information: The designated contact point for each party under this Agreement shall be:

For the Hosting Facility:


Beth Roberson, RN, BSN, School Nurse
Director, Health Services
Norman Public Schools
1133 W. Main Street
Norman, OK. 73069
(405) 366.5939

For the University:


Brandt Wiskur, PhD
Assistant Vice Provost for Academic Affairs
University of Oklahoma Health Sciences Center
1105 N. Stonewall Ave., LIB121
Oklahoma City, Oklahoma 73117
Telephone: (405) 271-2359

IN WITNESS WHEREOF: the parties hereto have duly executed this agreement in accordance with the terms and provisions contained herein. The persons signing this agreement represent that they have full authority to do so and that their signatures shall bind the parties for which they sign.


For the Board of Regents of
the University of Oklahoma

By: 
Brandt Wiskur (Feb 3, 2023 13:25 CST)
Brandt Wiskur, PhD
Title: Assist. Vice Provost for Academic Affairs
Date: Feb 3, 2023

For Norman Public Schools


By: Holly Nevels, Assoc. Superintendent
Holly Nevels
Title: Assoc. Superintendent and CHRO
Date: January 5, 2023

Read and Acknowledged:


Sara K Vesely (Feb 3, 2023 10:03 CST)
Sara Vesely, PhD
Date

OUTGOING TRAINEE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is effective this ____ day of _____, 20__, by and between the _____ ("Facility") and _____, ("Affiliate"), a _____ trainee _____ faculty member at the University of Oklahoma Health Sciences Center ("OUHSC").

Affiliate acknowledges that as a result of the clinical and related educational activities he or she will undertake at or through Facility, Affiliate may have access to confidential information, including patient identities and health information. Affiliate shall hold confidential all identifiable patient and Facility information obtained as a participant in these activities and will not disclose any personal, medical, financial, or related information to third parties, including family members, students, faculty members, or other health care providers without prior written approval of the supervisor or course coordinator. Affiliate is committed to protecting from any disclosure, whether written or oral, any and all confidential information that Affiliate may come into contact with. Affiliate may not view, copy, or remove from the premises patient schedules, procedure schedules, patient medical records, or similar documents, except as permitted under this Agreement and any related affiliation agreements. Affiliate may not use any confidential information in presentations, reports, social media, or publications of any kind without prior written approval of the supervisor or course coordinator.

Affiliate will not bring to Facility the confidential information of OUHSC or store such in or on Facility property without prior written approval of the supervisor or course coordinator.

Affiliate will not use or disclose patient information in a manner that would violate the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Affiliate acknowledges that any breach of confidentiality or misuse of confidential information may result in termination of Affiliate's participation hereunder and in other actions deemed necessary by Facility. Unauthorized disclosure may cause irreparable injury to the owner of the information.

I have read these terms and I understand and agree to abide by them. I also understand I may have additional obligations or limitations under the related Affiliation Agreement between OUHSC and Facility.

Affiliate Printed Name

Affiliate Signature

Date










Norman Public Schools FORM 110739

Final Audit Report

2023-02-03

Created:	2023-02-03
By:	Lisa Merrell (lmerrell@ouhsc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuHyc5_zn_aW7o8fdC8tPHtR7DSDLGgo

"Norman Public Schools FORM 110739" History

-  Document created by Lisa Merrell (lmerrell@ouhsc.edu)
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-  Signer sara-vesely@ouhsc.edu entered name at signing as Sara K Vesely
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-  Document e-signed by Brandt Wiskur (brandt-wiskur@ouhsc.edu)
Signature Date: 2023-02-03 - 7:25:09 PM GMT - Time Source: server- IP address: 157.142.237.150
-  Agreement completed.
2023-02-03 - 7:25:09 PM GMT

**AGREEMENT FOR EDUCATIONAL SERVICES
WITH
CROSSROADS YOUTH & FAMILY SERVICES, INC.
AND
JUNIOR LEAGUE OF NORMAN, INC.
AT
BABY STEPS**

This agreement is entered into on the ____ of April, 2023, by and between the Independent School District I-29 (Norman Public Schools) of Cleveland County, Oklahoma (hereinafter referred to as District), Crossroads Youth & Family Services, Inc. (hereinafter referred to as Crossroads), and the Junior League of Norman, Inc. (hereinafter referred to as Junior League).

WITNESSETH:

WHEREAS, the District is required by state and federal departments of education regulations to provide educational services to all qualified students; and,

WHEREAS, Crossroads provides Early Head Start/early childhood education services through a federal contract with the U.S. Department of Health and Human Services in connection with the operation of the Baby Steps Program; and

WHEREAS, Junior League of Norman is responsible for providing the facility for the operation of the Baby Steps Program which includes qualified District students who are entitled to a public education and enrolled in the Baby Steps Early Head Start Program; and,

WHEREAS, the District, Crossroads and Junior League are authorized to enter into agreements for the provision of these services.

NOW, THEREFORE, the District, Crossroads and Junior League do mutually agree as follows:

1. SERVICES. District agrees to provide educational services to all qualified District students placed in the Baby Steps Program. Qualified students are defined as being Norman Public Schools students, who are expecting or have babies, who are enrolled in the Baby Steps Early Head Start Program, and who reside within the boundaries of the District. Other qualified students not enrolled in the Baby Steps Early Head Start Program may be enrolled if within the occupancy rate set by the Fire Marshall at the Baby Steps facility. District shall provide transportation for both students and their babies to and from the Baby Steps program.

2. STAFF (TEACHERS PROVIDED). The District shall provide one (1) certified teacher for the Norman Public School students at Baby Steps. Crossroads and Junior League may participate in the teacher selection process. This participation will include the interviewing

of prospective candidates and coordinating final selection with the Director of Alternative Education for District. Final selection will rest with District.

3. **INSURANCE PROVISION.** Crossroads agrees to maintain insurance coverage during the terms of this agreement covering the services provided by Crossroads described herein. Norman Public Schools agrees to maintain insurance coverage during the term of the agreement covering the services provided by Norman Public Schools.

4. **TEACHER SALARY.** The teacher salary, unemployment insurance, worker's compensation, sick leave, holidays, insurance, retirement, and all other teacher benefits, as provided other District teachers, shall be provided by District.

5. **TEACHER EVALUATION.** The teacher will be evaluated by a District administrator. Crossroads may provide the District administrator with information regarding the teacher's compliance with Crossroads and the Early Head Start regulations in connection with the evaluation.

6. **MATERIALS.** District will provide current textbooks, workbooks, teacher guides, and other resources. The District will provide a computer for the District teacher. District shall assume the responsibility for the development and supervision of curriculum that is taught to the Norman Public School students at Baby Steps.

7. **DISCIPLINE.** All discipline of the Norman Public School staff and students shall be in compliance with District Board of Education Policy.

8. **RECORDS.** The District teacher will record the enrollment, days on roll, Norman Public School student absences and withdrawals according to District Board policy. The Norman Public School Baby Steps students shall earn credit for classes in which they are enrolled in the same manner as other students within the District. Student transcripts will be maintained by the appropriate school site.

9. **RULES AND REGULATIONS.** The District, Junior League and Crossroads agree to comply with the requirements of the individuals with Disabilities Education Act of 1992, the Civil Rights Act of 1964, the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1992, including, but not limited to, giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, or handicap.

10. **EARLY CHILDHOOD EDUCATION SERVICES.** Crossroads agrees to employ qualified teachers in accordance with federal Head Start Performance Standards to provide Early Head Start/early childhood education services during the regular hours of operation of the Baby Steps Program.

11. **FEDERAL HEAD START PERFORMANCE STANDARDS.** District, Crossroads and Junior League agree to comply with the requirements of the Federal Head Start Performance Standards and the Improving Head Start for School Readiness Act of 2007.

12. CONFIDENTIALITY. District personnel, Crossroads personnel and Junior League personnel are required to maintain confidentiality concerning information about all students, both of the District and of Crossroads. District personnel may maintain such data or records on said students as required by federal, state, or District guidelines; however, any release of information shall be governed by Oklahoma Statutes.

13. MODIFICATIONS. The District, Crossroads and Junior League may from time to time agree on additional program parameters pertaining to the day-to-day management of the Baby Steps Program. Baby Steps Program Parameters will be agreed to in writing as a separate document from this Agreement.

14. TERM. This contract shall be for a term of one (1) year commencing on the 1st of July, 2023 and ending on the 30th of June, 2024. The contract may, by mutual consent and ratification of the parties, be renewed annually upon the same terms and conditions. In the event either party elects not to renew, then in such event, thirty (30) days written notice shall be given prior to the ending of the term. In the event District does not receive appropriated funds for the continuance of this agreement for any fiscal year after 2023-2024, the agreement may be terminated.

IN WITNESS THEREOF, District, Crossroads and Junior League have executed this agreement on the day and year written above.

BOARD OF EDUCATION
Independent District I-29

President, Board of Education

ATTEST:

Clerk of the Board

JUNIOR LEAGUE OF NORMAN, INC.



President

CROSSROADS YOUTH & FAMILY
SERVICES, INC.



Executive Director

(Updated 4/11/2023)



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 3/28/2023
Quote No. 298848
Acct. No. 03:no:OK:12215164
Total \$43,500.00
Pricing Expires 6/30/2024

NPS Administrative Services
Norman Public Schools District I-29
131 South Flood
Norman OK 73069

We appreciate the opportunity to serve Norman!

Payment Schedule	Contract Start	Contract End
	7/1/2023	6/30/2024

Qty	Description	Comment	End Date
	Dimensions Academy		
1	Digital Libraries District Pool Access Concurrent User		06/30/2024
	Facilities		
1	Digital Libraries District Pool Access Concurrent User		06/30/2024
	Norman High School		
1	Digital Libraries District Pool Access Concurrent User		06/30/2024
	Norman North High School		
1	Digital Libraries District Pool Access Concurrent User		06/30/2024
	Norman Public Schools District I-29		
60	Digital Libraries 6-12 Comprehensive All Content Concurrent User (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors with Academic Integrity; excludes eDynamic Learning and Purpose Prep)		06/30/2024

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Norman Public Schools District I-29

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Kate Baxter
Account Executive
kate.baxter@imaginelearning.com
480-772-9717

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Price Quote

Date 3/28/2023
Quote No. 298848
Acct. No. 03:no:OK:12215164
Total \$43,500.00
Pricing Expires 6/30/2024

Subtotal	\$43,500.00
Total	\$43,500.00



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 6/30/2023
Quote No. 276976
Acct. No. 03:no:OK:12215164
Total \$13,200.00
Pricing Expires 6/30/2024

NPS Administrative Services
Norman Public Schools District I-29
131 South Flood
Norman OK 73069

Payment Schedule	Contract Start	Contract End
	7/1/2023	6/30/2024

Site	Description	Comment	End Date	Qty
1.	Norman Public Schools District I-29			
	Odysseyware K-12 Comprehensive Concurrent User		06/30/2024	20

Subtotal \$13,200.00
Total \$13,200.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Imagine Learning Representative

Signature: _____
Print Name: _____
Title: _____
Date: _____

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Extension Addendum

THIS EXTENSION (hereinafter the “Extension”) of the Agreement is entered into as of May 8, 2023 between the Independent School District No. 29 of Cleveland County, Oklahoma, d/b/a Norman Public Schools (hereafter referred to as “Norman”) and AlphaBEST Education, Inc., a corporation organized under the laws of the State of North Carolina, with a usual place of business at 620 N. Patterson Ave., Winston-Salem, NC 27101, individually a “Party” and collectively the “Parties”.

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

WHEREAS, Norman has elected to further extend the term of the Existing Agreement for one (1) additional year through June 30, 2024.

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

1. Norman and AlphaBEST agree that the term of the Existing Agreement is hereby extended through June 30, 2024 (the “Extended Term”), unless earlier terminated in accordance with the provisions of the Existing Agreement.
2. **Revision 1:** Norman and AlphaBEST agree to replace Section 4.i. of the Existing Agreement with the following during the Extended Term:
 - a. AlphaBEST will pay Norman a 10% net revenue share based on gross tuition, less all discounts, bank card fees and refunds to be paid on a monthly basis. AlphaBEST guarantees a minimum annual revenue share payment of \$200,000.00 per year during the term of this Agreement. If any of Norman’s schools are closed/canceled/suspended for any unforeseen circumstances, then AlphaBEST and Norman will renegotiate the minimum annual revenue share payment.
 - b. Should AlphaBEST exceed the guaranteed minimum annual revenue share during the Extended Term, then AlphaBEST will subsequently pay a 5% net revenue share based on gross tuition, less all discounts, bank card fees and refunds to be paid on a monthly basis. The 5% net revenue share will become effective the first calendar month following AlphaBEST reaching the \$200,000.00 guaranteed minimum.
 - c. The guaranteed minimum annual revenue share will be prorated should this Agreement be terminated by either party according to the Existing Agreement’s terms.

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

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

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

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

***Norman employees receive a 100% discount towards all registration and tuition fee options.

2023 – 2024 Fee Schedule				
Enrollment Type	Before School	After School	Before and After School	Frequency
5 days per week	\$40.00	\$76.00	\$106.00	Per week
4 days per week	\$38.00	\$71.00	\$100.00	Per week
3 days per week	\$33.00	\$64.00	\$90.00	Per week
2 days per week	\$25.00	\$50.00	\$70.00	Per week
1 day per week	\$13.00	\$26.00	\$35.00	Per week

2023 – 2024 Fee Schedule (Pre-k Only)				
Enrollment Type	Before School	After School	Before and After School	Frequency
5 days per week	\$45.00	\$81.00	\$111.00	Per week
4 days per week	\$43.00	\$76.00	\$105.00	Per week
3 days per week	\$38.00	\$69.00	\$95.00	Per week
2 days per week	\$30.00	\$55.00	\$75.00	Per week
1 day per week	\$18.00	\$31.00	\$40.00	Per week

2023 – 2024 Alternative Fee Options for Enrolled Students		
Enrollment Type	Fee	Frequency

Full-Day Care	\$55.00	Per day
Full-Week Care	\$150.00	Per week

2023 – 2024 Alternative Fee Options for Non-Enrolled Students****		
Enrollment Type	Fee	Frequency
Flexible Scheduling/Drop-in (Before or After)	\$15.00	Per day

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

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

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

[Separate Signature Page Follows]

SEPARATE SIGNATURE PAGE TO
EXTENSION ADDENDUM

NORMAN PUBLIC SCHOOLS

ALPHABEST EDUCATION, INC.

By: _____

By:  _____

Print Name: _____

Print Name: Melissa Moreano

Title: _____

Title: CFO

Date: _____

Date: 05/03/2023



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Norman Public Schools 2023 Bond Projects

THE OWNER:

(Name, legal status and address)

Norman Public Schools
131 South Flood
Norman, OK 73069

THE ARCHITECT:

(Name, legal status and address)

MA+ Architecture
110 North Mercedes Drive, Suite 200
Norman, Oklahoma 73016

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- 4 ARCHITECT
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- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.

Init.

User Notes:

(1095185754)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Allowances, Clarifications, Exhibits, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect and Contractor shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their respective duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Amendments and GMP clarifications, with those of later date having precedence over those of earlier date.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Division 1 of the Specifications.
6. Drawings and Division 2-33 of the Specifications.

In the case of conflicts or discrepancies between Drawings and Divisions 2-33 of the Specifications or within either Document not clarified by Addendum, the Architect will determine which takes precedence in accordance with Subparagraph 4.2.11.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

§ 1.9 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.1.2 This Section is deleted.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 This section has been deleted.

§ 2.2.2 This section has been deleted.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

(Paragraph deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4.1 The Owner's right to stop the Work shall not imply that the Owner or the Architect has any duty, obligation or responsibility to determine either the safety of the Contractors' means, methods, techniques or sequences, including but not limited to, temporary shoring, bracing, scaffolding, form work, safety barriers, trench bracing and other similar items, referred to herein as "Temporary Facilities", or their compliance (in regard to Contractor's role as a constructor, not as a designer) with the requirements of the laws, codes, regulations and safety requirements, which shall be the full and sole responsibility of the Contractor who shall solely bear any damages or injury, including death, arising therefrom.

§ 2.5 Owner's Right to Carry Out the Work

If the Owner is not in default and has not otherwise failed to fulfill a material obligation of the Agreement with the Contractor, and the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In the event Owner claims that Contractor has breached any warranty, Owner shall give Contractor notice and a reasonable opportunity to cure any alleged breach of warranty.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Owner is a public entity, exempt from sales and use taxes for the Work or portions thereof provided by the Contractor. The Owner shall, to the extent permitted by law, designate Contractor as an agent for purposes of these exemptions as more fully described elsewhere in the Contract Documents.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to Contractor's role as a constructor, not as a designer. Provided that the Work of the Contractor complies with the Contract Documents, Contractor shall not be liable for any damages to the extent that the Work required by the Contract Documents is at variance from any such Applicable Laws unless the Contractor had actual knowledge that the Work required by the drawings and specifications deviated from Applicable Laws..

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Claims for additional costs will not be approved by the Owner for changes required to comply with applicable laws, ordinances, statutes, standards, building codes, rules and regulations for those portions of the Work for which the Contractor is required by the Contract Documents to have knowledge in Contractor's role as a constructor and not as a designer. Should applicable laws, ordinances, statutes, standards, building codes, rules and regulations change between the bid date and commencement of the Work or during the progress of the Work, and should such change require the Contractor to perform either more or less work, the Contract Sum and Contract Time shall be appropriately adjusted in compliance with the requirements of Article 7, Changes in the Work.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, or (3) conditions which are different than those indicated in the soils report as being likely to be encountered, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner

and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 Contractor makes no representation to Owner, or its representatives, concerning the amount of any allowance item. Owner is relying upon its own analysis of the estimates forming the basis for the allowances and shall have no claim against Contractor based on any theory or cause of action including, but not limited to, breach of contract or tort with respect to the amounts or the scope of the allowances.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ and shall designate in writing to the Architect and Owner, a competent superintendent and necessary assistants who shall be in attendance at the Project Site full-time during the performance of the Work. The superintendent shall represent to Contractor as his agent, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications between the parties shall be confirmed in writing where such communications have a material effect upon the Work or where such confirmation is requested by other parties.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to

completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide timely submittals, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 Nothing in the requirement to submit construction schedules, or to revise such schedules or any review of such schedules by the Owner or Architect, shall give rise to a duty, obligation or responsibility of the Owner or Architect to the Contractor, subcontractor, material supplier or any other entity involved in the Work, to ensure completion of the Work within the Contract Time. It is the sole duty, responsibility and obligation of the Contractor to complete the Work within the Contract Time.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy, which shall be consistent with generally accepted industry standards. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) re-submittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals provided the cause for resubmittal is not due to factors beyond Contractor's control.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The indemnity obligations of Contractor shall survive completion and/or termination of the Contract but only for the claims arising from actions or failures to act which pre-date completion and/or termination.

§ 3.18.4 The indemnity obligations of Contractor shall not extend to the liability of or for the Architect, Architect's consultants, or any of their members, partners, employees, agents, consultants, subcontractors arising out of:

- A. The Architect's preparation or approval of, or the failure to prepare or approve maps, Drawings, Specifications, opinions, reports, surveys, designs, Change Orders; or
- B. The Architect's directions or instructions, or failing to give them, if that is a cause of the injury or damage.

§ 3.18.5 Contractor does not provide nor shall have any obligation to any third party relative to the Agreement for any indemnity for consequential or indirect damages.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 This section has been deleted.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault or neglect of the Contractor.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause not delay in the work or in the activities of Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of

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other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect asserts a reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. The Contractor's proposed substitution shall include any proposed increase or decrease in the cost occasioned by such change. If accepted by the Owner and Architect, an appropriate change order shall be issued.

§ 5.2.4 The Contractor shall not change a subcontractor, person or entity previously selected without first notifying the Owner through the Architect of the proposed change in writing and allowing the Owner and Architect a reasonable time, after due investigation, to raise a reasonable objection.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.4.4 Each subcontractor shall employ or name a competent superintendent or foreman and necessary assistants who shall be in attendance at the Project Site at all times during the performance of the subcontractor's portion of the Work. The superintendent or foreman shall represent the subcontractor as his agent and all communications given to the superintendent or foreman shall be as binding as if given to the subcontractor in person. Material communications, including communications relating to Contract Sum or Contract Time shall be confirmed in writing. Other communications shall be similarly confirmed on written request of either party.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the

Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of patent defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of patent defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction can receive the Contractor's Work but not that it is in conformance with the plans and specifications. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any,

provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit or addition for a change which results in a net increase or decrease in the Contract Sum shall be actual net cost as confirmed by the Architect to include a reasonable corresponding adjustment for overhead and profit. When both additions and credits are involved in a change, the overhead and net profit allowance shall be calculated on the basis of the net change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 Prior to final payment, all Construction Change Directives issued during the progress of the Work shall be converted into Change Orders and signed by the Contractor, Architect and Owner. Should the parties fail to agree with the determination made by the Architect concerning adjustments in the Contract Sum and the Contract Time, or otherwise fail to reach agreements upon the adjustments, that portion of the final payment which is affected by the dispute, if any, shall be withheld pending final judgment issued by a court of competent jurisdiction.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 Expediting changes in the work

§ 7.5.1 The Contractor shall not proceed with changes in the Work authorized under Paragraphs 7.2 or 7.3 until receipt of the appropriate signed documents.

§ 7.5.2 It is recognized by the parties that, under certain circumstances, changes in the Work may delay or endanger the Work if not processed in an expeditious manner. Upon certification by the Architect that an unacceptable delay may be caused, or that the Work may be endangered, the Owner may authorize the Contractor to immediately proceed with a change in the Work. Such authorization shall be in writing, signed by the Owner and shall contain an estimated change in the Contract Sum or an estimated change in the Contract Time, as appropriate. The Contractor, upon receipt of Owner's preliminary authorization, shall proceed promptly with the change in the Work specified therein. Final determination of the changes in the Contract Sum and Contract Time shall be made in a reasonable time and Owner's preliminary authorization shall be converted into a Change Order or a Construction Change Directive, as the case may be.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, labor shortages, material shortages, domestic or foreign terrorism out a sequence or late design packages, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that justify delay, then the Contract Time shall be extended by Change Order.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 If two or more events concurrently cause a delay to the Work on the Project and, if Contractor is allowed an extension of time for at least one, but not all, of the events, Contractor shall be entitled to an extension of time (but not an increase in the Contract Sum) notwithstanding the concurrency of the other event or events. If Owner wrongfully denies Contractor an extension of time, Owner shall be liable to Contractor for acceleration or other similar costs incurred by Contractor except in those cases in which there are concurrent causes of the delay (with Contractor being entitled to an extension of time for some, but not all, of the events), Contractor may only recover for the acceleration or other similar costs less the extended overhead costs that Contractor would have incurred if it had been allowed the extension of time by the Owner.

§ 8.4 Liquidated Damages

§ 8.4.1 The Owner and Contractor recognize that TIME IS OF THE ESSENCE FOR THIS CONTRACT. The Contractor recognizes that the Owner will incur significant expense and administrative costs if the Work is not completed within the time specified, plus any extensions allowed in accordance with Article 4 of the General Conditions as modified by the Supplementary General Conditions. The Owner and Contractor agree it would be difficult or impractical to accurately predict or prove the actual loss suffered by the Owner if the Work is not completed on time.

§ 8.4.2 Accordingly, instead of requiring such proof, the Owner and the Contractor agree that, as liquidated damages delay (and not as a penalty), Contractor shall pay Owner (an amount to be determined) per day for each day that expires after the time specified for Substantial Completion until the Work is substantially complete and the building has been delivered for occupancy. This amount represents the reasonable attempt of the parties to estimate the Owner's damages for loss of use and for administrative costs associated with the delay.

§ 8.4.3 After Substantial Completion, if the Contractor neglects, refuses, or fails to complete remaining Work within time specified in Paragraph 8.1.2 for completion and readiness for final payment, or within any proper extension of such time as may be granted by the Owner, the Contractor shall pay the Owner (an amount to be determined) per day as liquidated damages for loss of use and administrative costs associated with such delay.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment as required in the Contract Documents, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor, but only if the Contractor has been paid;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment for which Contractor has been paid;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor was unable to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.1.1 All inspections required by federal, state or local regulatory authorities shall be complete and a certificate of occupancy shall be issued prior to the issuance of the Certificate of Substantial completion.

§ 9.8.1.2 Should any regulatory inspection disclose any work performed by the Contractor which is not in compliance with the Contract Documents, the Contractor shall, prior to the issuance of the Certificate of Substantial Completion,

complete or correct such Work. The Contractor shall then schedule another inspection by the appropriate regulatory authority and notify the Architect of the time and date of such reinspection.

§ 9.8.1.3 The issuance of a Certificate of Substantial completion shall not be withheld if a Certificate of Occupancy cannot be delivered for reasons not the fault or responsibility of the Construction Manager, nevertheless, all Construction Manager's obligations necessary to the issuance of said Certificate of Occupancy will have been performed.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete and after all regulatory inspections are complete and a Certificate of Occupancy is obtained, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Unless otherwise agreed upon in writing, the issuance of a Certificate of Substantial Completion shall not constitute acceptance of Work not in compliance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied or will be paid or otherwise satisfied following receipt of final payment, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties as required in the Contract Documents, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner or state law. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Notwithstanding anything to the contrary herein, final payment shall not be withheld by Owner based on Contractor's refusal to release any mechanic's lien it may have filed on the Project with respect to an outstanding claim by Contractor provided that Contractor partially releases its mechanic's lien (conditioned upon payment) as to amounts to be paid by Owner. Contractor shall further be entitled to submit conditional releases of liens from subcontractors, which are conditioned upon final payment. Following final and complete payment by Owner to Contractor, Contractor shall submit unconditional releases of liens from subcontractors and/or furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designed as hazardous, the Contractor shall handle such materials in an appropriate manner and in accordance with applicable State and Federal Regulations.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not

addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss, or expense is not due to the sole fault or negligence of a party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.1.1 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to

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affix thereto a certified and current power of attorney.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance This section has been deleted.

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by Builders' Risk insurance.

(Paragraph deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.4.1 The Owner shall require the Contractor to furnish performance, labor and material payment (statutory) and defect bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the bidding requirements and specifically required in the Contract Documents. Bonds shall be furnished to the Owner on the date of execution of the Contract.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any

dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the rules of the American Arbitration Association unless agreed to otherwise by the Owner and Contractor shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to the extent paid by Owner to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority in the role of Contractor and not designer; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed or committed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts, suppliers, vendors, and third parties.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents, but notice of intent to impose liquidated damages shall be provided prior to Owner's issuance of final payment.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

(Paragraphs deleted)

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of Liquidated Damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.4.4 Consolidation or Joinder

(Paragraphs deleted)

§ 15.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

§ 15.4.4 In the event of any litigation between either Owner or Contractor and any third party, Owner or Contractor may seek joinder of the other party in such litigation, to the extent allowed by Applicable Laws, and the arbitration provisions herein shall not apply.

ARTICLE 16 EMPLOYEE CRIMINAL CONVICTIONS

§ 16.1 The Contractor will not allow any employee of the Contractor or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 16.2 As a condition to receiving progress payments on the contract sum, the Contractor will furnish with each application for payment a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Contractor is in violation of the provisions of this Article. If this Contract does not provide for periodic payment against the Contract Sum, the signed statement referred to in this Section will be furnished as required from time to time by the Owner. The Owner's form of the signed statement will be used by the Contractor.

§ 16.3 The Contractor agrees to obtain similar compliance statements from all subcontractors used by the Contractor on the Project with reference to employees of the subcontractors. No request for payment will be approved by the Contractor unless accompanied by the required compliance statements.

§ 16.4 The Contractor's conviction of a violation of 57 O.S. § 589 (1998 Supp.) shall constitute grounds for termination of the Contract. The foregoing provisions are intended to comply with Senate Bill 1394 of the Second Regular Session (1998) of the 46th Oklahoma Legislature. The Contractor is obligated to comply with the provisions of that Act, as may be interpreted or amended from time to time as if fully incorporated herein.

Additions and Deletions Report for **AIA® Document A201® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Norman Public Schools 2023 Bond Projects

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Norman Public Schools
131 South Flood
Norman, OK 73069

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MA+ Architecture
110 North Mercedes Drive, Suite 200
Norman, Oklahoma 73016

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Allowances, Clarifications, Exhibits, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect and Contractor shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of ~~the Architect's~~ their respective duties.

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§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Amendments and GMP clarifications, with those of later date having precedence over those of earlier date.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The Supplementary Conditions.

4. The General Conditions of the Contract for Construction.
5. Division 1 of the Specifications.
6. Drawings and Division 2-33 of the Specifications.

In the case of conflicts or discrepancies between Drawings and Divisions 2-33 of the Specifications or within either Document not clarified by Addendum, the Architect will determine which takes precedence in accordance with Subparagraph 4.2.11.

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§ 1.9 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

...

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein. This Section is deleted.

...

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately. This section has been deleted.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents. This section has been deleted.

...

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants,

~~sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

...

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to ~~the~~ safe performance of the Work.

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§ 2.4.1 The Owner's right to stop the Work shall not imply that the Owner or the Architect has any duty, obligation or responsibility to determine either the safety of the Contractors' means, methods, techniques or sequences, including but not limited to, temporary shoring, bracing, scaffolding, form work, safety barriers, trench bracing and other similar items, referred to herein as "Temporary Facilities", or their compliance (in regard to Contractor's role as a constructor, not as a designer) with the requirements of the laws, codes, regulations and safety requirements, which shall be the full and sole responsibility of the Contractor who shall solely bear any damages or injury, including death, arising therefrom.

If the Owner is not in default and has not otherwise failed to fulfill a material obligation of the Agreement with the Contractor, and the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In the event Owner claims that Contractor has breached any warranty, Owner shall give Contractor notice and a reasonable opportunity to cure any alleged breach of warranty.

...

~~The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~ Owner is a public entity, exempt from sales and use taxes for the Work or portions thereof provided by the Contractor. The Owner shall, to the extent permitted by law, designate Contractor as an agent for purposes of these exemptions as more fully described elsewhere in the Contract Documents.

...

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to ~~performance of the Work.~~ Contractor's role as a constructor, not as a designer. Provided that the Work of the Contractor complies with the Contract Documents, Contractor shall not be liable for any damages to the extent that the Work required by the Contract Documents is at variance from any such Applicable Laws unless the Contractor had actual knowledge that the Work required by the drawings and specifications deviated from Applicable Laws..

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Claims for additional costs will not be approved by the Owner for changes required to comply with applicable laws, ordinances, statutes, standards, building codes, rules and regulations for those portions of the Work for which the Contractor is required by the Contract Documents to have knowledge in Contractor's role as a constructor and not as a designer. Should applicable laws, ordinances, statutes, standards, building codes, rules and regulations change between the bid date and commencement of the Work or during the progress of the Work, and should such change require the Contractor to perform either more or less work, the Contract Sum and Contract Time shall be appropriately adjusted in compliance with the requirements of Article 7, Changes in the Work.

...

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents ~~or~~ (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, or (3) conditions which are different than those indicated in the soils report as being likely to be encountered, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the ~~Contract Sum but not in the~~ allowances; and

...

§ 3.8.4 Contractor makes no representation to Owner, or its representatives, concerning the amount of any allowance item. Owner is relying upon its own analysis of the estimates forming the basis for the allowances and shall have no claim against Contractor based on any theory or cause of action including, but not limited to, breach of contract or tort with respect to the amounts or the scope of the allowances.

§ 3.9.1 The Contractor shall employ ~~a competent superintendent~~ and shall designate in writing to the Architect and Owner, a competent superintendent and necessary assistants who shall be in attendance at the Project site during Site full-time during the performance of the Work. The superintendent shall represent ~~the Contractor,~~ to Contractor as his agent, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications between the parties shall be confirmed in writing where such communications have a material effect upon the Work or where such confirmation is requested by other parties.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's

construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide ~~submittals in accordance with the approved submittal schedule, timely submittals,~~ the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

...

§ 3.10.4 Nothing in the requirement to submit construction schedules, or to revise such schedules or any review of such schedules by the Owner or Architect, shall give rise to a duty, obligation or responsibility of the Owner or Architect to the Contractor, subcontractor, material supplier or any other entity involved in the Work, to ensure completion of the Work within the Contract Time. It is the sole duty, responsibility and obligation of the Contractor to complete the Work within the Contract Time.

...

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, ~~approve, Documents~~ and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed ~~and approved~~ them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing ~~or~~ on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

...

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must ~~satisfy~~ satisfy, which shall be consistent with generally accepted industry standards. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

...

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two (2) re-submittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals provided the cause for resubmittal is not due to factors beyond Contractor's control.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

...

§ 3.18.3 The indemnity obligations of Contractor shall survive completion and/or termination of the Contract but only for the claims arising from actions or failures to act which pre-date completion and/or termination.

§ 3.18.4 The indemnity obligations of Contractor shall not extend to the liability of or for the Architect, Architect's consultants, or any of their members, partners, employees, agents, consultants, subcontractors arising out of:

- A. The Architect's preparation or approval of, or the failure to prepare or approve maps, Drawings, Specifications, opinions, reports, surveys, designs, Change Orders; or
- B. The Architect's directions or instructions, or failing to give them, if that is a cause of the injury or damage.

§ 3.18.5 Contractor does not provide nor shall have any obligation to any third party relative to the Agreement for any indemnity for consequential or indirect damages.

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~~§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld. This section has been deleted.~~

...

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault or neglect of the Contractor.

...

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause not delay in the work or in the activities of Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of

equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 5.2.3 If the Owner or Architect ~~has asserts~~ a reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. The Contractor's proposed substitution shall include any proposed increase or decrease in the cost occasioned by such change. If accepted by the Owner and Architect, an appropriate change order shall be issued.~~

§ 5.2.4 The Contractor shall not ~~substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.~~ change a subcontractor, person or entity previously selected without first notifying the Owner through the Architect of the proposed change in writing and allowing the Owner and Architect a reasonable time, after due investigation, to raise a reasonable objection.

...

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, ~~and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.~~ rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

...

§ 5.4.4 Each subcontractor shall employ or name a competent superintendent or foreman and necessary assistants who shall be in attendance at the Project Site at all times during the performance of the subcontractor's portion of the Work. The superintendent or foreman shall represent the subcontractor as his agent and all communications given to the superintendent or foreman shall be as binding as if given to the subcontractor in person. Material communications, including communications relating to Contract Sum or Contract Time shall be confirmed in writing. Other communications shall be similarly confirmed on written request of either party.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of ~~apparent discrepancies or patent~~ defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of ~~apparent discrepancies or patent~~ defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed

construction is ~~fit and proper to receive the Contractor's Work.~~ can receive the Contractor's Work but not that it is in conformance with the plans and specifications. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, ~~in case of an increase in the Contract Sum,~~ an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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§ 7.3.8 The amount of credit ~~to be allowed by the Contractor to the Owner for a deletion or change that results in a net or addition for a change which results in a net increase or decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions Architect to include a reasonable corresponding adjustment for overhead and profit. When both additions and credits are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that~~ overhead and net profit allowance shall be calculated on the basis of the net change.

...

§ 7.3.11 Prior to final payment, all Construction Change Directives issued during the progress of the Work shall be converted into Change Orders and signed by the Contractor, Architect and Owner. Should the parties fail to agree with the determination made by the Architect concerning adjustments in the Contract Sum and the Contract Time, or otherwise fail to reach agreements upon the adjustments, that portion of the final payment which is affected by the dispute, if any, shall be withheld pending final judgment issued by a court of competent jurisdiction.

...

§ 7.5 Expediting changes in the work

§ 7.5.1 The Contractor shall not proceed with changes in the Work authorized under Paragraphs 7.2 or 7.3 until receipt of the appropriate signed documents.

§ 7.5.2 It is recognized by the parties that, under certain circumstances, changes in the Work may delay or endanger the Work if not processed in an expeditious manner. Upon certification by the Architect that an unacceptable delay may be caused, or that the Work may be endangered, the Owner may authorize the Contractor to immediately proceed with a change in the Work. Such authorization shall be in writing, signed by the Owner and shall contain an estimated change in the Contract Sum or an estimated change in the Contract Time, as appropriate. The Contractor, upon receipt of Owner's preliminary authorization, shall proceed promptly with the change in the Work specified therein. Final determination of the changes in the Contract Sum and Contract Time shall be made in a reasonable time and Owner's preliminary authorization shall be converted into a Change Order or a Construction Change Directive, as the case may be.

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§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. ~~By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.~~

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work;

(3) by labor disputes, labor shortages, material shortages, domestic or foreign terrorism out a sequence or late design packages, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that ~~the Contractor asserts, and the Architect determines,~~ justify delay, then the Contract Time shall be extended ~~for such reasonable time as the Architect may determine,~~ by Change Order.

...

§ 8.3.4 If two or more events concurrently cause a delay to the Work on the Project and, if Contractor is allowed an extension of time for at least one, but not all, of the events, Contractor shall be entitled to an extension of time (but not an increase in the Contract Sum) notwithstanding the concurrency of the other event or events. If Owner wrongfully denies Contractor an extension of time, Owner shall be liable to Contractor for acceleration or other similar costs incurred by Contractor except in those cases in which there are concurrent causes of the delay (with Contractor being entitled to an extension of time for some, but not all, of the events), Contractor may only recover for the acceleration or other similar costs less the extended overhead costs that Contractor would have incurred if it had been allowed the extension of time by the Owner.

§ 8.4 Liquidated Damages

§ 8.4.1 The Owner and Contractor recognize that TIME IS OF THE ESSENCE FOR THIS CONTRACT. The Contractor recognizes that the Owner will incur significant expense and administrative costs if the Work is not completed within the time specified, plus any extensions allowed in accordance with Article 4 of the General Conditions as modified by the Supplementary General Conditions. The Owner and Contractor agree it would be difficult or impractical to accurately predict or prove the actual loss suffered by the Owner if the Work is not completed on time.

§ 8.4.2 Accordingly, instead of requiring such proof, the Owner and the Contractor agree that, as liquidated damages delay (and not as a penalty), Contractor shall pay Owner (an amount to be determined) per day for each day that expires after the time specified for Substantial Completion until the Work is substantially complete and the building has been delivered for occupancy. This amount represents the reasonable attempt of the parties to estimate the Owner's damages for loss of use and for administrative costs associated with the delay.

§ 8.4.3 After Substantial Completion, if the Contractor neglects, refuses, or fails to complete remaining Work within time specified in Paragraph 8.1.2 for completion and readiness for final payment, or within any proper extension of such time as may be granted by the Owner, the Contractor shall pay the Owner (an amount to be determined) per day as liquidated damages for loss of use and administrative costs associated with such delay.

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§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment ~~that the Owner or Architect require,~~ as required in the Contract Documents, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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- .2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the ~~Contractor;~~ Contractor, but only if the Contractor has been paid;
- .3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or ~~equipment;~~ equipment for which Contractor has been paid;

...

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor ~~failed-was unable to~~

make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

...

§ 9.8.1.1 All inspections required by federal, state or local regulatory authorities shall be complete and a certificate of occupancy shall be issued prior to the issuance of the Certificate of Substantial completion.

§ 9.8.1.2 Should any regulatory inspection disclose any work performed by the Contractor which is not in compliance with the Contract Documents, the Contractor shall, prior to the issuance of the Certificate of Substantial Completion, complete or correct such Work. The Contractor shall then schedule another inspection by the appropriate regulatory authority and notify the Architect of the time and date of such reinspection.

§ 9.8.1.3 The issuance of a Certificate of Substantial completion shall not be withheld if a Certificate of Occupancy cannot be delivered for reasons not the fault or responsibility of the Construction Manager, nevertheless, all Construction Manager's obligations necessary to the issuance of said Certificate of Occupancy will have been performed.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, complete and after all regulatory inspections are complete and a Certificate of Occupancy is obtained, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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§ 9.8.6 Unless otherwise agreed upon in writing, the issuance of a Certificate of Substantial Completion shall not constitute acceptance of Work not in compliance with the requirements of the Contract Documents.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, satisfied or will be paid or otherwise satisfied following receipt of final payment, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, warranties as required in the Contract Documents, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. Owner or state law. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Notwithstanding anything to the contrary herein,

final payment shall not be withheld by Owner based on Contractor's refusal to release any mechanic's lien it may have filed on the Project with respect to an outstanding claim by Contractor provided that Contractor partially releases its mechanic's lien (conditioned upon payment) as to amounts to be paid by Owner. Contractor shall further be entitled to submit conditional releases of liens from subcontractors, which are conditioned upon final payment. Following final and complete payment by Owner to Contractor, Contractor shall submit unconditional releases of liens from subcontractors and/or furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens.

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§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designed as hazardous, the Contractor shall handle such materials in an appropriate manner and in accordance with applicable State and Federal Regulations.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), ~~except to the extent and provided that such damage, loss, or expense is not due to the sole fault or negligence of the a party seeking indemnity.~~

...

§ 11.1.1.1 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current power of attorney.

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§ 11.2 Owner's Insurance This section has been deleted.

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has

been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by ~~property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~ Builders' Risk insurance.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

...

§ 11.4.1 The Owner shall require the Contractor to furnish performance, labor and material payment (statutory) and defect bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the bidding requirements and specifically required in the Contract Documents. Bonds shall be furnished to the Owner on the date of execution of the Contract.

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§ 12.2.6 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

...

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the ~~Federal Arbitration Act~~ rules of the American Arbitration Association unless agreed to otherwise by the Owner and Contractor shall govern Section 15.4.

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§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

...

- .2 fails to make payment to the extent paid by Owner to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public ~~authority;~~ authority in the role of Contractor and not designer; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly ~~executed; executed or committed;~~ costs incurred by reason of the termination, including costs attributable to termination of ~~Subcontracts; and the termination fee, if any, set forth in the Agreement.~~ Subcontracts, suppliers, vendors, and third parties.

...

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract ~~Documents.~~ Documents, but notice of intent to impose liquidated damages shall be provided prior to Owner's issuance of final payment.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 — damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 — damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

~~§ 15.2.3~~ In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

~~§ 15.2.4~~ If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

~~§ 15.2.5~~ The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

~~§ 15.2.6~~ Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

~~§ 15.2.6.1~~ Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

~~§ 15.2.7~~ In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

~~§ 15.2.8~~ If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

~~§ 15.3 Mediation~~

~~§ 15.3.1~~ Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

~~§ 15.3.2~~ The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~§ 15.3.3~~ Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

~~§ 15.3.4~~ The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of Liquidated Damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

§ 15.4.4 In the event of any litigation between either Owner or Contractor and any third party, Owner or Contractor may seek joinder of the other party in such litigation, to the extent allowed by Applicable Laws, and the arbitration provisions herein shall not apply.

ARTICLE 16 EMPLOYEE CRIMINAL CONVICTIONS

§ 16.1 The Contractor will not allow any employee of the Contractor or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

§ 16.2 As a condition to receiving progress payments on the contract sum, the Contractor will furnish with each application for payment a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Contractor is in violation of the provisions of this Article. If this Contract does not provide for periodic payment against the Contract Sum, the signed statement referred to in this Section will be furnished as required from time to time by the Owner. The Owner's form of the signed statement will be used by the Contractor.

§ 16.3 The Contractor agrees to obtain similar compliance statements from all subcontractors used by the Contractor on the Project with reference to employees of the subcontractors. No request for payment will be approved by the Contractor unless accompanied by the required compliance statements.

§ 16.4 The Contractor's conviction of a violation of 57 O.S. § 589 (1998 Supp.) shall constitute grounds for termination of the Contract. The foregoing provisions are intended to comply with Senate Bill 1394 of the Second Regular Session (1998) of the 46th Oklahoma Legislature. The Contractor is obligated to comply with the provisions of that Act, as may be interpreted or amended from time to time as if fully incorporated herein.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:47:29 ET on 05/03/2023 under Order No. 3104237475 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 1st day of May in the year 2023
(In words, indicate day, month, and year.)

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

Norman Public Schools
131 South Flood
Norman, OK 73069

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

Manhattan Construction Company
410 N. Walnut, Suite 105
Oklahoma City, OK 73104

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

Norman Public Schools
2023 Bond Package – Various Projects

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

MA+ Architecture
110 North Mercedes Drive, Suite 200
Norman, OK 73016

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
 EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

§ 1.1.1 The Owner’s program for the Project, as described in Section 4.1.1:
(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

Program includes various projects approved in the 2023 Bond Package. Individual projects to be assigned at a future date.

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

To be determined at a future date.

§ 1.1.3 The Owner’s budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Guaranteed Maximum Price budgets to be established for individual projects as assigned.

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

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

None anticipate at this time.

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

None required.

(Paragraph deleted)

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

To be determined as projects are individually assigned.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Justin Milner
131 South Flood
Norman, OK 73069
(405) 364-1339
jmilner@norman.k12.ok.us

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

To be determined

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

.1 Geotechnical Engineer:

To be determined

.2 Civil Engineer:

To be determined

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect’s representative:

(List name, address, and other contact information.)

To be determined as each individual project is assigned

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

Craig Abbott
410 N. Walnut, Suite 105
Oklahoma City, OK 73104
(405) 254-1050
cabbott@manhattanconstruction.com

§ 1.1.13 The Owner’s requirements for the Construction Manager’s staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

No special requirements

§ 1.1.14 The Owner’s requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, **Okla. Stat.** tit. 61, §§ 101, *et seq.*

§ 1.1.15 Other Initial Information on which this Agreement is based:

None

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager’s services, and the Construction Manager’s compensation. The Owner shall adjust the Owner’s budget for the Guaranteed Maximum Price and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner’s nor the Construction Manager’s representative shall be changed without ten days’ prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the

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Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201–2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be

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provided by the Construction Manager during the Construction Phase. The recommendations of the Construction Manager, with respect to construction costs, estimates, budgets and possible economies, are made solely in its capacity as a contractor and are advisory only. Notwithstanding any such recommendations by the Construction Manager, the Architect shall be solely responsible with respect to the design sufficiency of any such recommendations which are incorporated into the Work on the Project. The services to be provided by the Construction Manager, as set forth above, shall in no manner be construed to be professional design services.

Commented [CA1]: Ref 2.1.2 of 2019 agreement

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.5.1 The Construction Manager shall make itself fully aware of the various day to day, weekly, monthly and annual activities specific to the operation of an occupied school building and take such into account regarding any phasing and scheduling of the work.

Commented [CA2]: Ref 2.1.4.1 of 2019 agreement

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

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§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner’s review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner’s requirements, for the Owner’s review and approval.

§ 3.1.11.2 Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, Okla. Stat. tit. 61, §§ 101, et seq. (the "Act"). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager has sufficient experience with the requirements of the Act to effectively and efficiently supervise the Project; (2) the Construction Manager will review all proposed Contract Documents, bidding materials, including bid notices, and bids received from potential Trade Contractors for compliance with the Act; and (3) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the Act. Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that construction subcontract. Where applicable, all bids shall be made and received in accordance with the provisions of the Act.

Commented [CA3]: Ref 2.1.6 of 2019 agreement

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect’s review and the Owner’s acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance as a Construction Manager and not designer under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

Commented [CA4]: 2.1.9 of 2019 agreement.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document
(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Preconstruction services will be agreed upon on a per project basis depending on extent of services required.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 After award of the Trade Contracts by the Owner, the Construction Manager shall propose a guaranteed maximum price, which shall be determined in accordance with the provisions of Subparagraph 2.2.3 and shall include the sum of all bid packages, the General Conditions and the Construction Manager’s fee.

Commented [CA5]: 2.2.1 of 2019 agreement

§ 3.2.2 This provision is deleted.

Commented [CA6]: 2.2.2 of 2019 agreement

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§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

Commented [CA7]: I did not strike this as in 2.2.4 of the 2019 contract. This is how we have been operating in practice. I'm open to modified language here, but we have been including a project Construction contingency.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. Upon acceptance of the Guaranteed Maximum Price proposal, Owner will assign all Trade Contracts to the Construction Manager and the Construction Manager shall assume and be responsible for the completion of the assigned Trade Contracts and for ultimate completion of the Work.

Commented [CA8]: 2.2.6 in 2019

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications, and any value management revisions contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies the Construction Manager becomes aware of between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

Commented [CA9]: New to this contract

Commented [CA10]: 2.2.8 in 2019

§ 3.2.9 This provision is deleted.

Commented [CA11]: 2.2.9 in 2019

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

Commented [CA12]: I did not change this from article 2.3.1.2 from the 2019 contract as this appears to be more in line with actual practice.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 Supervision. Construction Manager shall provide a competent superintendent for the Project, approved by Owner, who shall be at the Project Site and working on the Project as the Construction Manager’s designated representative responsible for layout, direction, coordination and sequencing of the Work and all other required activities, for the entire duration of the Project. The approved superintendent shall not be replaced except (i) due to his or her termination from Construction Manager’s employment or (ii) if Owner requests a replacement due to performance issues or to resolve incompatible working relationships. No new superintendent shall be designated by the Construction Manager without prior approval of the Owner.

Commented [CA13]: From 2.3.3 in 2019

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 This provision is deleted.

Commented [CA14]: 3.1.2 of 2019. No risk as state statute requires funding to be in place. Public bonded project

§ 4.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to make decisions on behalf of the Owner consistent with the provisions of this Agreement. The Owner's representative may not modify this Agreement or approve Change Orders, such decisions being specifically reserved to the Owner's Board of Education. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

Commented [CA15]: 3.2 in 2019

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation for Preconstruction services will be agreed upon on a per project basis depending on extent of services required.

§ 5.1.2

(Paragraphs deleted)

This provision is deleted.

§ 5.1.2.1 This provision is deleted.

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§ 5.1.3 This provision is deleted.

Commented [CA16]: Ref 4.1 in 2019

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but shall never exceed ten percent (10%) per annum.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

3.75%

§ 6.1.3 This provision is deleted.

§ 6.1.4 This provisions is deleted.

§ 6.1.5 This provision is deleted.

§ 6.1.6

(Paragraphs deleted)

This provision is deleted.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

The Construction Manager's certification for payment shall constitute a representation to the Owner, based upon the Construction Manager's review of the Work and on site supervision, that, to the best of the Construction Manager's knowledge, information and reasonable belief, the Work has progressed to the point indicated and that the Work has been performed in a good and workmanlike manner in accordance with the construction documents and applicable laws and regulations. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to substantial completion and to specific qualifications expressed by the Construction Manager upon submission of the Certificate for Payment. The Construction Manager shall not be paid a fee as a percentage of the Cost of the Work on self-performed Work bid under the provisions of the Act.

Commented [CA17]: Ref. 5.1.1.1 of the 2019 agreement

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term "Cost of the Work" shall mean the total of the final Contract Sums of all of the Trade Contracts, plus the General Conditions and all reimbursement expenses relating to the construction phase of the Project. The term "Cost of the Work" does not include the compensation of the Architect, the Architect's or Owner's consultants, the Construction Manager or the Construction Manager's consultants. The Cost of the Work shall include only those reimbursement expenses set forth in this Article 6 and not included within the General Conditions. At the time the Guaranteed Maximum Price is established, a lump sum amount for General Conditions, as agreed to by the Owner and Construction Manager, will be determined and will be set forth in Amendment No. 1. This sum for General Conditions will be billed and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project and concluding on the date of Substantial Completion of the Work. Payments will be prorated for part of a calendar month at the commencement of construction and the calendar month in which Substantial Completion occurs.

Commented [CA18]: 6.1.1 in 2019

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages of construction workers directly employed by the Construction Manager to perform any portion of the Work at the site, unless pursuant to those portions of the Work competitively bid by the Construction Manager to be self-performed, and all wages and salaries of the Construction Manager's supervisory and administrative personnel whether or not stationed at the site and included as a part of the amount agreed to for General Conditions.

Commented [CA19]: 6.2.1 in 2019

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract and Contract Costs

Payments due the Construction Manager, pursuant to Construction Contracts bid by and awarded to the Construction Manager for any self-performed portions of the Work and payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

Commented [CA20]: 6.3 in 2019

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 This provision is deleted.

Commented [CA21]: Ref. 6.6.2 in 2019 agreement.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 This provision is deleted.

Commented [CA22]: Ref. 6.6.9 in 2019 agreement

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 This provision is deleted.

Commented [CA23]: Ref. 6.7.4 in 2019 agreement

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in

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which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager. **The term "related party" includes Cantera Construction Company, Spectrum, Safezone, Rooney Insurance Agency, and Manhattan Road and Bridge companies.**

Commented [CA24]: New to this contract

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

Commented [CA25]: I left this unmodified - ref. 6.10.2 of 2019 contract.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection

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by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the first day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

Commented [CA26]: Ref 7.1.3 in 2019 contract

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

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§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Retainage shall not be withheld from Construction Manager's General Conditions, General Requirements, Bonds, Insurance and direct costs.

Commented [CA27]: Ref 7.1.7 in 2019 agreement

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

In accordance with State statute

Commented [CA28]: State statute defines how retainage is released

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

In accordance with State statute

Commented [CA29]: State statute defines how retainage is released.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.1.13 Contractor shall provide written monthly reports with each Application for Payment. Monthly reports must include a summary of the progress of the Work, a detailed, updated, current project schedule, a log containing a record of weather and any request for delay days. These monthly reports are considered an integral part of each Application for Payment. No Application for Payment shall be considered received by Owner, without inclusion of the monthly report.

Commented [CA30]: Ref 7.1.11 in 2019 agreement

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 This provision deleted.

§ 11.2.2.1 This provision deleted.

§ 11.2.2.2 This provision deleted.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 11.2.4 This provision deleted.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but shall never exceed ten percent (10%) per annum.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: (Specify)

Commented [CA31]: Ref 7.2.2 of 2019 contract.

Commented [CA32]: Ref 7.2.4 of 2019 agreement

Commented [CA33]: Carried over from 4.2.2 of 2019 contract

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If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

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§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner’s convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

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§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and three million dollars (\$ 3,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall not be required to furnish performance or defects bonds covering performance of the Contract except as required by the Act on portions of the Work which the Construction Manager self performs. The Construction Manager shall furnish a bond covering payment of obligations arising under the Contract. Payment, performance and defects bonds furnished by trade contractors shall be dual obligee bonds naming both Owner and Construction Manager as obligees.

Commented [CA34]: 8.1 in 2019

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§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price as amended
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Additions and Deletions Report for **AIA® Document A133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 1st day of May in the year 2023

...

Norman Public Schools
131 South Flood
Norman, OK 73069

...

Manhattan Construction Company
410 N. Walnut, Suite 105
Oklahoma City, OK 73104

...

Norman Public Schools
2023 Bond Package – Various Projects

...

MA+ Architecture
110 North Mercedes Drive, Suite 200
Norman, OK 73016

PAGE 2

Program includes various projects approved in the 2023 Bond Package. Individual projects to be assigned at a future date.

...

To be determined at a future date.

...

Guaranteed Maximum Price budgets to be established for individual projects as assigned.

PAGE 3

To be determined

...

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User Notes:

To be determined

...

To be determined

...

To be determined

...

None anticipate at this time.

...

None required.

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

To be determined as projects are individually assigned.

...

Justin Milner
131 South Flood
Norman, OK 73069
(405) 364-1339
jmilner@norman.k12.ok.us

...

To be determined

...

To be determined

PAGE 4

To be determined

...

To be determined as each individual project is assigned

...

Craig Abbott

2
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410 N. Walnut, Suite 105
Oklahoma City, OK 73104
(405) 254-1050
cabbott@manhattanconstruction.com

...

No special requirements

...

Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, Okla. Stat. tit. 61, §§ 101, et seq.

...

None
PAGE 5

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase. The recommendations of the Construction Manager, with respect to construction costs, estimates, budgets and possible economies, are made solely in its capacity as a contractor and are advisory only. Notwithstanding any such recommendations by the Construction Manager, the Architect shall be solely responsible with respect to the design sufficiency of any such recommendations which are incorporated into the Work on the Project. The services to be provided by the Construction Manager, as set forth above, shall in no manner be construed to be professional design services.

PAGE 6

Commented [CA35]: Ref 2.1.2 of 2019 agreement

§ 3.1.5.1 The Construction Manager shall make itself fully aware of the various day to day, weekly, monthly and annual activities specific to the operation of an occupied school building and take such into account regarding any phasing and scheduling of the work.

Commented [CA36]: Ref 2.1.4.1 of 2019 agreement

PAGE 7

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, Okla. Stat. tit. 61, §§ 101, et seq. (the "Act"). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager has sufficient experience with the requirements of the Act to effectively and efficiently supervise the Project; (2) the Construction Manager will review all proposed Contract Documents, bidding materials, including bid notices, and bids received from potential Trade Contractors for compliance with the Act; and (3) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the Act. Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that construction subcontract. Where applicable, all bids shall be made and received in accordance with the provisions of the Act.

Commented [CA37]: Ref 2.1.6 of 2019 agreement

...

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance ~~under~~ as a Construction Manager and not designer

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under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

Commented [CA38]: 2.1.9 of 2019 agreement.

...

Preconstruction services will be agreed upon on a per project basis depending on extent of services required.

...

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. After award of the Trade Contracts by the Owner, the Construction Manager shall propose a guaranteed maximum price, which shall be determined in accordance with the provisions of Subparagraph 2.2.3 and shall include the sum of all bid packages, the General Conditions and the Construction Manager's fee.

Commented [CA39]: 2.2.1 of 2019 agreement

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order. This provision is deleted.

Commented [CA40]: 2.2.2 of 2019 agreement

PAGE 8

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

Commented [CA41]: I did not strike this as in 2.2.4 of the 2019 contract. This is how we have been operating in practice. I'm open to modified language here, but we have been including a project Construction contingency.

...

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. Upon acceptance of the Guaranteed Maximum Price proposal, Owner will assign all Trade Contracts to the Construction Manager and the Construction Manager shall assume and be responsible for the completion of the assigned Trade Contracts and for ultimate completion of the Work.

Commented [CA42]: 2.2.6 in 2019

...

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Construction Manager becomes aware of between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

Commented [CA43]: New to this contract

Commented [CA44]: 2.2.8 in 2019

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. This provision is deleted.

Commented [CA45]: 2.2.9 in 2019

...

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§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

PAGE 9

Commented [CA46]: I did not change this from article 2.3.1.2 from the 2019 contract as this appears to be more in line with actual practice.

§ 3.3.2.6 **Supervision.** Construction Manager shall provide a competent superintendent for the Project, approved by Owner, who shall be at the Project Site and working on the Project as the Construction Manager's designated representative responsible for layout, direction, coordination and sequencing of the Work and all other required activities, for the entire duration of the Project. The approved superintendent shall not be replaced except (i) due to his or her termination from Construction Manager's employment or (ii) if Owner requests a replacement due to performance issues or to resolve incompatible working relationships. No new superintendent shall be designated by the Construction Manager without prior approval of the Owner.

Commented [CA47]: From 2.3.3 in 2019

...

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2. This provision is deleted.

PAGE 10

Commented [CA48]: 3.1.2 of 2019. No risk as state statute requires funding to be in place. Public bonded project

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The make decisions on behalf of the Owner consistent with the provisions of this Agreement. The Owner's representative may not modify this Agreement or approve Change Orders, such decisions being specifically reserved to the Owner's Board of Education. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

Commented [CA49]: 3.2 in 2019

...

Compensation for Preconstruction services will be agreed upon on a per project basis depending on extent of services required.

...

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

This provision is deleted.

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification. This provision is deleted.

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~~§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted. This provision is deleted.~~

Commented [CA50]: Ref 4.1 in 2019

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~thirty (30)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

~~% The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but shall never exceed ten percent (10%) per annum.~~

...

3.75%

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

This provision is deleted.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

This provisions is deleted.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project. This provision is deleted.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

This provision is deleted.

...

The Construction Manager's certification for payment shall constitute a representation to the Owner, based upon the Construction Manager's review of the Work and on site supervision, that, to the best of the Construction Manager's knowledge, information and reasonable belief, the Work has progressed to the point indicated and that the Work has been performed in a good and workmanlike manner in accordance with the construction documents and applicable laws and regulations. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to substantial completion and to specific qualifications expressed by the Construction Manager upon submission of the Certificate for Payment. The Construction Manager shall not be paid a fee as a percentage of the Cost of the Work on self-performed Work bid under the provisions of the Act.

Commented [CA51]: Ref. 5.1.1.1 of the 2019 agreement

PAGE 12

~~§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. "Cost of the Work" shall mean the total of the final Contract Sums of all of the Trade Contracts, plus the General Conditions and all reimbursement expenses relating to the construction phase of the Project. The term "Cost of the Work" does not include the compensation of the Architect, the Architect's or Owner's consultants, the Construction Manager or the Construction Manager's consultants. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7; those reimbursement expenses set forth in this Article 6 and not included within the General Conditions. At the time the Guaranteed Maximum Price is established, a lump sum amount for General Conditions, as agreed to by the Owner and Construction Manager, will be determined and will be set forth in Amendment No. 1. This sum for General Conditions will be billed and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project and~~

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concluding on the date of Substantial Completion of the Work. Payments will be prorated for part of a calendar month at the commencement of construction and the calendar month in which Substantial Completion occurs.

Commented [CA52]: 6.1.1 in 2019

...

~~§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops; any portion of the Work at the site, unless pursuant to those portions of the Work competitively bid by the Construction Manager to be self-performed, and all wages and salaries of the Construction Manager's supervisory and administrative personnel whether or not stationed at the site and included as a part of the amount agreed to for General Conditions.~~

Commented [CA53]: 6.2.1 in 2019

PAGE 13

~~§ 7.3 Subcontract Costs~~ **Subcontract and Contract Costs**

~~Payments due the Construction Manager, pursuant to Construction Contracts bid by and awarded to the Construction Manager for any self-performed portions of the Work and payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.~~

Commented [CA54]: 6.3 in 2019

PAGE 14

~~§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable. This provision deleted.~~

Commented [CA55]: Ref. 6.6.2 in 2019 agreement.

...

~~§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work. This provision is deleted.~~

Commented [CA56]: Ref. 6.6.9 in 2019 agreement

...

~~§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9. This provision is deleted.~~

Commented [CA57]: Ref. 6.7.4 in 2019 agreement

...

~~§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager. **The term "related party" includes Cantera Construction Company, Spectrum, Safezone, Rooney Insurance Agency, and Manhattan Road and Bridge companies.**~~

Commented [CA58]: New to this contract

~~§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.9.~~

Commented [CA59]: I left this unmodified - ref. 6.10.2 of 2019 contract.

PAGE 16

~~§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the first day of the following month. If an Application for Payment is received by the Architect after the application date fixed above,~~

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payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for ~~Payment.~~Payment.

PAGE 17

Commented [CA60]: Ref 7.1.3 in 2019 contract

5%
PAGE 18

Retainage shall not be withheld from Construction Manager's General Conditions, General Requirements, Bonds, Insurance and direct costs.

Commented [CA61]: Ref 7.1.7 in 2019 agreement

...

In accordance with State statute

Commented [CA62]: State statute defines how retainage is released

...

In accordance with State statute

Commented [CA63]: State statute defines how retainage is released.

...

§ 11.1.13 Contractor shall provide written monthly reports with each Application for Payment. Monthly reports must include a summary of the progress of the Work, a detailed, updated, current project schedule, a log containing a record of weather and any request for delay days. These monthly reports are considered an integral part of each Application for Payment. No Application for Payment shall be considered received by Owner, without inclusion of the monthly report.

Commented [CA64]: Ref 7.1.11 in 2019 agreement

...

~~§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit. This provision deleted.~~

~~§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect. This provision deleted.~~

~~§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting. This provision deleted.~~

Commented [CA65]: Ref 7.2.2 of 2019 contract.

PAGE 19

~~§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager. This provision deleted.~~

Commented [CA66]: Ref 7.2.4 of 2019 agreement

...

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User Notes: (930115631)

The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but shall never exceed ten percent (10%) per annum.

Commented [CA67]: Carried over from 4.2.2 of 2019 contract

...

Arbitration pursuant to Article 15 of AIA Document A201-2017

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§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and three million dollars (\$ 3,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

...

§ 14.3.2.1 The Construction Manager shall ~~provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents not be required to furnish performance or defects bonds covering performance of the Contract except as required by the Act on portions of the Work which the Construction Manager self performs. The Construction Manager shall furnish a bond covering payment of obligations arising under the Contract. Payment, performance and defects bonds furnished by trade contractors shall be dual obligee bonds naming both Owner and Construction Manager as obligees.~~

Commented [CA68]: 8.1 in 2019

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.1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price as amended

...

~~.5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)~~

~~.6 Other Exhibits:
(Check all boxes that apply.)~~

~~AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)~~

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User Notes: (930115631)

[] — Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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7 — Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:47:46 ET on 05/03/2023 under Order No. 3104237475 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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PROPERTY DAMAGE RELEASE

Claim no. 1559652

That the undersigned, being of lawful age, for sole consideration of **Four Thousand Eight Hundred & Ninety-Five Thousand Dollars and zero cents (\$4895.00)** to be paid to **Norman Public Schools and Irving Middle School**. I do hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge **Center for Children & Families, Inc., Boys and Girls Club of Norman and Philadelphia Indemnity Insurance Company** and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other person, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage located at **Irving Middle School at 125 Vicksburg Ave.** and the consequences thereof resulting or to a result from the occurrence on or about the **1st day of December, 2022.**

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases any liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT

Signed, sealed and delivered this _____ day of _____, 2023.

CAUTION: READ BEFORE SIGNING BELOW

X _____
Authorized Representative of
Norman Public Schools and Irving Middle School

 **AIA**[®] Document C103[®] – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the 8th day of May in the year 2023
(In words, indicate day, month and year.)

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

Norman Public Schools Independent School District No. 29 of Cleveland County,
Oklahoma
131 S. Flood Ave.
Norman, OK 73170
Telephone Number: (405)364-1339

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

Parkhill
3226 Bart Conner Drive
Norman, OK 73072

Consultant's discipline:

Design Topographic Land Survey
Right-of-Way and Boundary Surveying, as applicable
Civil Engineering Design
Construction Phase Engineering

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

1221722
Norman, OK

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	COMPENSATION
9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

To provide Professional Surveying, Engineering and Construction Administration consulting services to Norman Public School District in accordance with the 2023 Bond Resolution approved by the Board of Education of Independent School District Number 29 of Cleveland County, State of Oklahoma on November 28th, 2022. Services provided per Exhibit A.

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201TM-2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

.1 Design phase milestones, if any:

Work to begin as early as May 8, 2023.

.2 Date for commencement of construction:

Work to begin as early as May 10, 2023.

.3 Substantial Completion date:

Work to complete as late as February 2033.

.4 Other milestone dates:

None

Init.

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation. Consultant's compensation shall only be adjusted by written approval by Owner.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.) Reference Exhibit A, as attached.

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

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Parkhill
Thomas (Tommy) Martin
Senior Project Manager
3226 Bart Conner Drive
Norman, OK 73072

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

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

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than One Million (\$ 1,000,000.00).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

[X] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

[] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

Justin Milner,
Assoc. Superintendent & Chief Operating Officer
Administrative Services
Norman Public Schools
131 S. Flood Ave.
Norman, OK 73069

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the

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Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate. Except only in the event of Consultants termination under Section 7.4 for cause, Owner shall have a perpetual license to use keep the Instruments of Service for use in ongoing maintenance, repair, upkeep, management, and operations of Owner's properties.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

(Paragraphs deleted)

§ 6.3 Deleted

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

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ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
Mutually agreeable Fee(s) as negotiated per specific Project(s) scope.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
Mutually agreeable Fee(s) as negotiated per specific Project(s) scope.

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
Mutually agreeable Fee(s) as negotiated per specific Project(s) scope.

(Table deleted)

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.
(Insert rate of monthly or annual interest agreed upon.) The rate of interest on unpaid amounts shall be equal to the interest on judgement of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1
- .2
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in handwriting by Owner;
- .7
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in handwriting by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of Ten percent (10 %) of the expenses incurred.

(Paragraphs deleted)

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of

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the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™-2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103-2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

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User Notes:

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.1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.

.2

(Paragraphs deleted)

.4 Other documents:

(List other documents hereby incorporated into the Agreement.)

Parkhill, EXHIBIT A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Dirk O'Hara, President,
Board of Education

(Printed name and title)

CONSULTANT (Signature)

Kelly Henderson, PLS
Parkhill – Executive Director

(Printed name and title)

EXHIBIT 'A'
Scope of Work
Proposal for Surveying & Engineering
Norman Public Schools (NPS)
Norman, OK

Parkhill is pleased to have been selected as part of the Design Team for the Norman Public Schools 2023 Bond Program. Parkhill representatives have been in coordination with the Architects (CWA, LWPB and MA+), and the Norman Public School (District) representatives to review and discuss the planned improvements throughout the District's Campuses and supporting infrastructure (Admin Facilities, Maintenance Buildings, etc.). Based on our understanding of project improvements, Parkhill will perform the following tasks as directed by the District and Design Team.

- ▶ Design Topographic Land Surveying
- ▶ Right-of-Way and Boundary Surveying, as applicable
- ▶ Civil Engineering Design
- ▶ Construction Phase Engineering

The following tasks are described as follows.

▶ **Design Topographic Land Surveying**

Parkhill will provide a comprehensive Topographic Design Survey to support site planning, engineering design, and construction activities. The survey will include:

Construction Control Points:

Ground control suitable for future surveys and construction layout will be placed at convenient locations throughout the project area so that elevations may be established without running levels from a remote benchmark. Permanent control points will be referenced to the City of Norman GPS Control Network which is based on the Oklahoma State Plane Coordinate system NAD83(CORS96) horizontally and to NGVD88 vertically. The control points will be in areas likely to be undisturbed by the proposed construction. The number of and location of control points will be determined to best serve the project site and the site-specific conditions. The established control points will be indicated on the survey.

Topographic Design Survey:

The survey limits shall be in accordance with the proposed improvements exhibits, provided by CWA Architecture and in coordination with District Representatives. The proposed improvement areas will be primarily surveyed with conventional survey methods and could be supplemented with Aerial and/or Terrestrial LiDAR scanning technology.

The surveys will include all existing surface features. Ground surface contours with 1- foot interval and key spot elevations. The information collected will be typical surface features such as pavements (with type noted - asphalt/concrete), pavement striping, curb/gutter, building footprints, fences, individual standalone trees, wooded areas, sidewalks, signs, utility structures, light poles, overhead utility lines, culverts, etc. Finished floor elevations of all structures within project limits shall be noted. The digital deliverable will also include break lines, 3D TIN lines, and surface model.

Utilities - as part of the standard Topographic Design Survey activity, Parkhill will submit an OKIE811 ticket at least 72 hours before commencing the survey. The survey will collect and depict observable utilities, observable utility evidence, and utilities marked as a result of the OKIE811 request. Manhole, catch basin, and storm inlet flowline and rim elevations will be collected, and pipe sizes measured for sanitary sewer and storm drain structures inside the survey limits as well as those immediately upstream and downstream of the survey limits. Culvert flowline and sizes will be measured and depicted. Valve boxes, electrical manholes/vaults, and all utility poles/ guy wires will be located via field measurements and identified in the survey.

Survey Deliverables:

Parkhill will deliver a survey that is "*Drafted Plan-Ready*" for the Engineer & Architect's benefit and use. The survey information will be furnished as electronic files ready for use with AUTOCAD Civil 3D 2018 (or later). CAD data shall be provided on separate electronic "layers". The layers shall identify survey shot locations with numbers, planimetric data, elevation data, contours on 1-foot interval with 5-foot index contour lines, utilities, etc. Also delivered will be the original ASCII comma delimited or space delimited point file (Point No., Northing, Easting, Elevation, Point Description). The modified ASCII point file from which the DTM was created shall be included as well as 3D TIN lines in the CAD file. The site surface shall be exported to Land XML. Interim submittals (work-in-progress) will be made upon request. Also delivered will be signed/sealed PDF and hardcopy drawings.

► **Right of Ways / Boundary Survey:**

The survey will depict property boundary lines, platted easements, and road right-of-way found within the survey limits. Parkhill will prepare a plat of survey in accordance with State of Oklahoma Minimum Standards for Land Surveying for each property. The Plat of Survey will show property boundary limits, rights-of-way, easements of record, and property description.

► **Civil Engineering Design**

Site Development Plans

- Provide dimensioned plan that locates the buildings and site improvements from the property lines and the previously established control monuments.
- Display and dimension required setback lines as required.
- Indicate sidewalks and ramps as required for site access to the buildings and amenities to meet ADA and local requirements.
- Provide details for parking, asphalt and concrete pavement design based on geotechnical report and local codes.
- Provide required standard notes, bulk and area tables and Owner/Applicant information on the Site Plan.
- Provide "recommended" Phasing Plan during the reconstruction and demolition phases of the project.
- Provide site, grading, and utility plans.

Grading and Drainage Plan

- Indicate the existing contours and the proposed contours.
- Grades in the pavement area should be in compliance with state and local codes. As a minimum, establish the FFE, provide grade spots at curb PC, PT, angle changes, and handicap parking spaces and isles.
- Provide construction details to illustrate the requirements for the storm water management system and the grading.

Detention and Drainage Report

- The City of Norman will require a Drainage Report review and approval.
- The Drainage Report will include drainage calculations to determine the impacts of stormwater runoff of the Pre & Post development conditions.
- Based on the Drainage Report findings, design modifications to the existing drainage (e.g., Detention Ponds) may be required.

- Where applicable, “Fee-in-Lieu of” may be an alternative option in satisfying the City of Norman drainage requirements.

Site Utility Plan

- Franchise Utilities to serve the proposed improvements.
- Coordinate the most economical service locations / routings with the MEP and Architect.
- It shall be the Architects & MEP’s responsibility to schedule a “Civil Walk-around” with Parkhill prior to the design of utility stub-outs / service lines, to minimize service conflicts.

Soil Erosion and Sediment Control Plans

- Prepare a soil erosion and sediment control plan as required by local and state regulations.
- Provide required construction details associated with soil erosion and sediment control

Basic Sitework Engineering Services

- Electronic copy of the prototype building plans furnished by the Building Architect. The building plans to be compatible with AutoCAD platform.
- Prepare Private civil site, grading, utility layout, paving, erosion control and site detail drawings including the parking storm sewer design.
- Coordination with the City for curb cuts and any private improvements (walks, driveways, utilities).
- Review product data submittals for site development work items.
- Coordination with the Building Architect for site utilities to 5 feet outside the building.
- Coordination with the Building Architect for spot elevations at building entries, and ADA accessible route.
- Submit Site, Grading and Utility Plans to Utility Companies for review and coordination of the utilities, utility sizes, and easement locations.
- Issue, as needed, clarifications and/or addenda to the bidders.

► **Construction Phase Engineering**

- Parkhill will provide general engineering observations of the work of the Contractor(s) as construction progresses. Design issues/conflicts with engineering plans will be resolved in the field. Parkhill will endeavor to see that such resolutions are without additional costs to the OWNER. Parkhill may only proceed with work that would result in assessment of additional charges after it has first received written approval of Owner. Parkhill does not guarantee the performance of the Contractor(s) by Parkhill’s performance of such construction observations. Parkhill’s undertaking hereunder shall not relieve the Contractor of his obligation to perform the work in conformity with the plans and specifications and in a workmanlike manner; shall not make Parkhill an insurer of the Contractor’s performance; and shall not impose upon Parkhill any obligation to see to it that the work is performed in a safe manner, as job site safety is the solely the responsibility of the Contractor.
- Parkhill will make final observations of all construction and a written certification of final observation will be provided to the NPS District.

Incidentals (Additional Services/Supplemental Work)

- If services are requested which are beyond the scope of this proposal, they will be performed at a negotiated price agreed to by both parties in writing prior to performing the work.
- Additional services / Supplemental work (scope & fee) shall also be open to the review and approval of the Board of Education prior to commencing said work.
- The items herein specified are based on existing requirements adopted by the District and the City. If, during the engineering phase of this development, new requirements / ordinances are passed which change the scope of this proposal, the ENGINEER reserves the right to negotiate for additional fees to be commensurate with the changes in the new ordinances.

“As-Built” / Record Drawings

- Parkhill will coordinate with the NPS District and the Contractor on “As-Built” Plans / Record Drawings upon close out of each of the project’s scope.
- “As-Built” Plans / Record Drawings will be performed as supplemental work and agreed upon prior to commencement of the work.

Supplemental Utility Research:

The Oklahoma Call Okie System (OKIE811) has specified stated that they will not mark public utilities for surveys, for engineering projects or otherwise, where excavation is not scheduled within the next couple of weeks. With that being said, we continue to submit locate requests and work on creative workarounds, in hopes the lines will be marked during the initial survey process.

Parkhill understands the importance of how unmarked / unknown utilities affect delays, costs, and construction schedule to a project. Depending on the level of effort required to identify public and/or private utilities, Parkhill will endeavor to work within the project's budget to locate utilities within the project area. However, in the event this effort becomes extensive, we will work with the District on identifying the unknown utilities thru an agreement of an Additional Services based on our current Hourly Fee Schedule, attached hereto.

END OF SCOPE OF WORK



Book	Policy Manual
Section	2000 - Administration
Title	Copy of Fiscal Management
Code	2006
Status	
Last Revised	January 10, 2022
Prior Revised Dates	03/05/2012; 04/16/2012; 08/05/2013; 01/26/2015; 02/22/2016; 04/02/2018; 9/21/20;

FISCAL MANAGEMENT

The quantity and quality of learning programs are directly dependent on the funding provided and the effective, efficient management of those funds. It is essential that the Board of Education take specific action to make sure education remains central and that fiscal matters are sound and contribute to the educational process.

I. General Fund Balance

- A. It is the goal of the Board of Education to achieve and maintain a minimum fund balance in the General Fund of 5% of the current year's total revenue collections.

An adequate fund balance is necessary for the following:

1. Payment of summer payroll warrants (July and August) for the twelve-month contracted employees;
2. Payment of unforeseen unbudgeted items;
3. Funds needed for emergencies;
4. Prevention of interest-bearing warrants.

B. Building Fund Balance

1. It is the goal of the Board of Education to achieve and maintain a minimum fund balance in the Building Fund of 35% of the current year's total revenue collections.
2. An adequate fund balance is necessary for the following:

Payment of maintenance salaries and/or contracted services for the six-month period prior to receipt of ad valorem tax revenue; payment of building operational expenditures for the six-month period prior to receipt of ad valorem tax revenue; payment of unforeseen/ unbudgeted items; funds needed for emergencies.

II. Purchasing Policy

The Board of Education authorizes the administration to purchase materials, supplies, equipment and services for the District. Purchasing procedures will be used to obtain supplies, equipment, materials and services of acceptable quality at the lowest possible price and within acceptable time frames. The following guidelines and procedures will be used for purchasing:

- A. All bids received will be considered. In case of equal bids, the local vendor will be given preference.
- B. Employees of Independent School District No. 29 are not permitted to make purchases for personal use through any fund of the District, including the school activity fund.
- C. The Board of Education shall designate employees with authority to make purchases against indicated school appropriations with indicated maximum authority per purchase. Only those employees designated by the Board shall have authority to obligate the funds of the District.
- D. As specified in state law, no contract will be made between the District and any member of the Board of Education or any business interest associated with a Board member (Reference: 70 O.S. §5-124).
- E. Board members and/or District employees shall not allow out-of-state travel expenses for non-school related activities to be paid for or provided by a vendor or a potential vendor.
- F. Employees of contractors used by the District shall be subject to state statutes regarding convictions of felony offenses (70 O.S. §6-104.48). Contractors will be required to sign a statement declaring that no employee working on school premises is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act. Felony searches may be conducted in accordance with state statute (70 O.S. §5-142).
- G. The District may join a cooperative buying group in order to obtain access to group pricing. Such membership may not be used to satisfy statutory requirements for the procurement of goods or services by competitive bid (70 O.S. §5-117(12)).

III. Purchasing Procedures

The purchasing procedures are applicable to all district activities including those involving activity funds. The procedures apply to expenditures for construction or for purchase of materials, supplies, equipment or services, as set forth in 70 O.S. §5-123, and 61 O.S. §101-137.

A. Areas of Authority

1. Board of Education

The Board of Education shall approve Board operating policies defining the area and scope of operations of the purchasing system. In addition to this, they shall:

- a. Give prior approval for expenditures for one specific item or multiples of the same item in excess of ~~\$10,000~~ 50,000.
- b. Give approval for routine annual expenditures prior to the issuance of the specific purchase orders involved. This would include but not be limited to recurring annual expenditures such as textbooks and testing.
- c. Accept those purchase orders, which are presented on a monthly basis. The business cycle cut-off date shall be the close of business on the Monday preceding the regular monthly Board meeting.
- d. Review audits by competent outside authorities to assure compliance with established Board policies related to purchasing.
- e. Refer questions or inquiries pertaining to the Purchasing Department by interested persons to the Chief Financial Officer or the Director of Purchasing Services.

- f. Question specific situations brought to their attention to secure adequate factual explanations of circumstances surrounding the purchasing, receipt of materials and supplies, services and equipment required by the District.

2. Superintendent of Schools

The Superintendent of Schools shall administer the policies of the Board of Education as they pertain to purchasing. In addition, he/she shall:

- a. Require that efficient business practices govern the purchasing of all materials, supplies, services and equipment required in the operation of the District.
- b. Ensure that established Board of Education policies are put into effect.
- c. Initiate administrative practices and procedures which when implemented shall efficiently fulfill the educational objectives of the school system.

3. Chief Financial Officer

The Chief Financial Officer shall administer the practices and procedures established to implement the policies of the Board of Education. He/She shall discharge all responsibilities delegated by the Superintendent pertaining to purchasing. He/She shall coordinate the purchasing activities and their relationship to the entire business function. He/She shall supervise the Director of Purchasing Services. In addition, he/she shall:

- a. Give prior approval for expenditures from the student activity fund for any single item or multiples of the same item in excess of \$10,000.
- b. Determine that all statutory requirements are observed and complied with in all the purchasing procedures.
- c. Recommend changes in policies, practices or procedures to the Superintendent.
- d. Authorize the payment of invoices that do not exceed the original purchase order amount by more than ten percent (10%) or fifty dollars (\$50), whichever is greater, shipping excluded.
- e. Accept the recommendation for use of a specific vendor, when that recommendation comes from a duly contracted Professional Service vendor, by virtue of their expertise in such situations. The recommendation shall preclude quotes in the verbal or written threshold, but shall not preclude quotes in the sealed bid threshold.

4. Director of Purchasing Services

The Director of Purchasing Services shall administer the purchasing procedures and practices for all purchasing activities of the District including all E-Rate services and materials. He/She shall identify and recommend changes in policies or procedures to the Chief Financial Officer. He/She shall supervise District personnel who are responsible for committing the District to the purchase of materials, equipment, supplies and services within designated dollar limits. In addition, he/she shall:

- a. Receive the requisitions submitted by District personnel and review those for adherence to Board policy. (See Section VIII. which follows.)
- b. Create purchase orders from approved requisitions.
- c. Review purchasing activities, records and documentation for appropriateness and compliance with policies, procedures and acceptable purchasing practices.

- d. Participate with using departments in the development of specifications and service improvements and resolving supply problems.
- e. Determine the proper receiving station at the time of issuance of a purchase order and assign shipment to that receiving station.

B. Vendor List

The District will maintain a vendor list. Any vendor may be added to the list and receive an invitation to bid for the products which he/she sells.

A vendor may be removed from the bid list for unsatisfactory performance.

C. Acceptance of Bids

Bids for anticipated purchases in excess of \$100,000 shall be submitted on approved documents in a sealed envelope marked with the firm name, bid name, the bid opening date and the bid opening time. Bid opening time shall be defined as that specified time valid bids must be in the hands of the Director of Purchasing Services located in the Norman Public Schools Administrative Services Center, 131 South Flood, Norman, Oklahoma 73069. If a bid is received after the stated bid opening time, it shall be returned to the sender unopened. No attempt will be made to provide special internal mail service for such documents.

Each prospective bidder shall be furnished a copy of the bid documents for the proposed items. The prepared bid proposal blanks and the invitation to bid sheet are to be returned to the Purchasing Department on or before the time specified for bids to be returned. The public opening of bids shall be the time designated under the conditions of the bid.

A tabulation of bidders will be made prior to the time purchase orders are authorized and issued. Supporting data shall be made accessible to qualified bidders in those instances where there is a best bid or a low bid meeting specifications. The complete tabulation of bids will be available for inspection at the office of the Director of Purchasing Services. The Board of Education shall reserve the right to reject any or all bids or quotations and to waive any irregularities.

Any bidder may make inquiry concerning the award or decision to award a contract by submitting an inquiry in writing to the Director of Purchasing Services no later than ten (10) days after the award is made. The Director of Purchasing Services will review the inquiry and reply to the bidder within five (5) days.

D. Protest Procedures

1. Any actual or prospective bidder, offerer, or contractor who considers himself to have been aggrieved in connection with the solicitation, evaluation, or award of a contract by Norman Public Schools may formally protest to the CFO of the district. Such protests must be made in writing and received by the CFO of Norman Public Schools. The protesting party must mail or deliver copies of the protest to the Norman Public Schools, the State Agency, and other interested parties.
2. In the event of a timely protest, the district shall not proceed further with the solicitation or award of the contract.
3. A formal protest must be sworn and contain:
 - a. A specific identification of the statutory or regulatory provision that the protesting party alleges has been violated.
 - b. A specific description of each action by Norman Public Schools that the protesting party alleges to be a violation of the statutory or regulatory provision that the protesting party has identified.
 - c. A precise statement of the relevant facts.

- d. A statement of any issues of law or fact that the protesting party contends must be resolved.
 - e. A statement of the argument and authorities that the protesting party offers in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to the State Agency and all other identifiable interested parties.
4. The district may settle and resolve the dispute over the solicitation or award of a contract at any time before the matter is submitted on appeal. The district may solicit written responses to the protest from other interested parties.
 5. If the protest is not resolved by mutual agreement, the ~~_____~~ (School District) shall issue a written determination that resolves the protest.
 - a. If the district determines that no violation of statutory or regulatory provisions has occurred, then the district shall inform the protesting party, the State Agency, and other interested parties by letter that sets forth the reasons for the determination.
 - b. If the district determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has not been awarded, then the district shall inform the protesting party, the State Agency, and other interested parties of that determination by letter that details the reasons for the determination and the appropriate remedy.
 - c. If the district determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has been awarded, then the district shall inform the protesting party, the State Agency, and other interested parties of that determination by letter that details the reasons for the determination. This letter may include an order that declares the contract void.
 6. The district shall maintain all documentation on the purchasing process that is the subject of a protest or appeal in accordance with the retention schedule of the district.

E. Classification of Vendors

Vendors shall be classified as follows:

1. Local—A local vendor is a vendor of materials, supplies, services or equipment who maintains a distributing, manufacturing or processing facility within the confines of Independent School District No. 29 and who occupies real property appearing on the ad valorem tax rolls of the District.
2. State—A state vendor is a vendor of materials, supplies, services or equipment who maintains a distributing, manufacturing or processing facility within the confines of the State of Oklahoma but outside of Independent School District No. 29.
3. State of Oklahoma State Contract Vendors—A State of Oklahoma contract vendor is a vendor of materials, supplies or equipment who holds a State of Oklahoma State Contract through the Department of Central Services.
4. Other—An other vendor is a vendor of those materials, supplies or equipment who does not qualify under the above three definitions.

The District must diligently pursue purchasing materials, supplies, services and equipment required by the educational program from the vendor who offers products conforming to purchase specifications and whose total price for such products is the lowest of those approved vendors submitting quotations.

The "total price" shall be defined as that quoted for the quantity offered for bid in accordance with the published terms delivered to the address or addresses indicated. 477

In that instance where one or more vendors shall offer materials, supplies, services or equipment at an identical "total price", preference shall be given such vendors in the following order:

Preference	Vendor Classification
First	Local
Second	State
Third	State Contract Vendors
Fourth	Other

In those instances where two or more vendors who are judged to belong in the same classification shall submit identical quotations for the same item, it shall be the administrative responsibility of the Director of Purchasing Services to select that vendor who shall be awarded the purchase contract based upon consideration of each vendor's past performance such as meeting delivery deadlines, product warranties and meeting specifications. If the past performance of the vendors is equal, then the selection shall be by means of a chance drawing conducted by the Director or Purchasing Services and witnessed by those vendors affected provided they express a desire to be present.

F. Requirements for Issuance of Purchase Order

Any material, supplies, service or equipment requested by a duly authorized employee of the Board of Education on a purchase requisition, shall be purchased by the Purchasing Department as restricted by Section VIII provided that the following limitations are complied with:

1. Funds exist in the current year's approved budget.
2. Proper budgetary assignment of the charge incurred by the purchase shall have been made.

Purchase of any material, supplies, services or equipment obligating the Board of Education shall be made only upon issuance of a standard purchase order or a blanket purchase order. Exceptions: petty cash purchases.

G. District Credit Card / Purchase Cards

Board of Education authorizes the Superintendent, Chief Financial Officer, and Director of Purchasing Services to obtain a District credit card for use towards payment of services and/or products in certain circumstances. If a purchase is deemed best value or sole source, but the vendor does not accept purchase orders, then the district credit card may be used to make the purchase. Travel and/or registration expenses for staff may also be secured with the District credit card. ~~Possession of the card will reside with the three authorized offices at all times. For security purposes, the account number will remain confidential and unknown by all other staff members.~~

H. Authorization to Purchase

Consistent with provisions of 61 O.S. 200 §102 an expenditure of more than \$100,000 for the purpose of making any public improvements or constructing any public building or making repairs to or performing maintenance on the same shall be made only upon submission of sealed proposals and shall be awarded to the lowest responsible bidder.

Other statutory limitations imposed by duly constituted authorities shall be complied with when executing purchase contracts. Employees are prohibited from signing any personal guaranty.

Purchases for all funds except Child Nutrition shall be made as follows:

1. In excess of \$100,000:

Vendors shall be given the opportunity to submit sealed bids covering a purchase of one specific item or multiples of the same item having an estimated total price in excess of \$100,000. This provision includes purchases from school activity accounts.

exceptions, when it is most advantageous for the district:

Exception #1 – Roofing: A special exception will be made for roofing projects to utilize the OMES (Office of Management and Enterprise Services) statewide contract when available. Other than the Competitive Bid Act process by the district, the state OMES contract is the only option available for roofing projects. All other construction or improvement to real property bids over \$100,000 will be bid in compliance with the Competitive Bid Act.

Exception #2 - Buses: A special exception to the bid threshold will be made when purchasing one or multiples of the same bus. Other than competitive bid by the district, the state contract is the only option available for these purchases provided the bus(es) and the price list for the bus(es) being purchased are on file with the State Board of Education.

Exception #3 – Other statewide or cooperative purchasing contracts: A special exception will be made for purchases made utilizing a statewide or cooperative purchasing contract where vendors have been selected by a competitive process.

2. Between \$3,000 and \$99,999:

A purchase of one specific item or multiples of the same item having an estimated total price in excess of ~~\$10,000~~ \$50,000 shall be made only upon prior approval of such purchase by the Board of Education. Exception: payment on utilities, gasoline, district insurance and similar continuing contractual obligations and purchases from activity accounts.

A purchase from school activity funds of one specific item or multiples of the same item having an estimated total price in excess of \$10,000 shall be made only upon prior approval of the Chief Financial Officer.

Vendors shall be given the opportunity to submit written quotations covering a purchase of one (1) specific item or multiples of the same item having an estimated total price in excess of \$3,000 but less than \$100,000. Quotes from three (3) representatives of reliable vendors are required. Awards of such items normally shall be made to the lowest responsible quotation. This provision includes purchases from school activity funds. The written quotations must be submitted to the Business Office with the signed purchase requisition. Exception: Written quotations for purchases from activity funds must be received in the Business Office prior to approval of the purchase requisition.

3. Between \$75 - \$2,999:

Purchases of less than \$3,000 may be made without verbal quotations by vendors. This provision includes purchases from school activity funds. Written quotes are not required at this threshold, but as purchase decisions are made, the expectation remains that we will obtain the best product for the best price.

4. Between \$1 - \$74:

A purchase of one (1) specific item or multiples of the same item having an estimated total price of less than \$75 can be purchased using authorized petty cash funds. Petty cash is intended for small cash expenditures such as postage, freight, or express charges not typically payable with a purchase order. Petty cash is not intended to be used for personal reimbursements.

5. Personal reimbursements may involve instances where a purchase order to a vendor cannot be used. Personal reimbursements should be avoided for items that can be encumbered to a vendor. To ensure that the items meet purchasing guidelines and budget is available, purchase orders for personal reimbursement should be in place before expenses are incurred.

impact the value of the item purchased and may not be reimbursable to the buyer. The following are examples of allowable expenses for personal reimbursement: (a) travel-related expenses, (b) purchases with businesses who do not accept purchase orders, (c) online sites that do not accept purchase orders, (d) professional development materials purchased while attending conferences.

6. Purchases of same items are not to be divided in order to circumvent the approved dollar limitations. Quantities of the same item are to be consolidated into a single purchase request whenever possible.
7. Adequate records to substantiate all purchase transactions shall be maintained by the Purchasing Department or, in the case of purchase from activity funds, by the Business Office.
8. Summary of Quotations and Approval Requirements:

Final District Level

<u>Amount</u>	<u>Fund</u>	<u>Approval</u>	<u>Quotation Type</u>
\$100,000	General	Board of Education	Sealed Bids
\$100,000	Activity	Chief Financial Officer	Sealed Bids
\$10,000 50,000+	General	Board of Education	Written Quotation
\$10,000+	Activity	Chief Financial Officer	Written Quotation
\$3,000-9,999	General	Dir. of Purchasing	Written Quotation
Up to \$3,000	General	Dir. of Purchasing	None
Up to \$75	Petty Cash	Accounting Coordinator	None

9. The Board authorizes the Superintendent or his/her designee to approve emergency expenditures in excess of ~~\$10,000~~ 50,000 after consultation with members of the Board. The limitation placed by emergency requirements shall be considered, but every effort shall be made to secure competitive quotations.

IV. Procurement for Child Nutrition

- A. Procurement for Child Nutrition will be from State Contract, utilizing State Contract acquisition price. If needed product is not available on State Contract, purchases for Child Nutrition will abide by the Oklahoma State Department of Education School Food Service Compliance Document for small purchase procedures which stipulates that small food purchases must obtain quotes. If purchases are not made from State Contract, Child Nutrition will comply with District quote and bid requirement thresholds.
- B. Price or rate quotations shall be obtained from an adequate number of qualified sources. Factors such as product quality, delivery and availability, and vendor reputation will be utilized in the selection criteria.
- C. Awards will be made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- D. Procurement by noncompetitive proposals may occur if an item is available only from a single source, or if an emergency exists for the requirement which will not permit a delay resulting from competitive solicitation, or after solicitation of a number of sources, competition is determined inadequate.
- E. If several items are desired, it will be acceptable for the items to be quoted as a group, where the selection will be based on the overall low price offered.
- F. The district shall maintain written standards of conduct covering conflicts of interest and governing the actions of its officers, employees or agents engaged in the selection, award and administration of contracts. No employee may participate in the selection, award, or administration of a contract supported by a Federal award if her or she has a real or apparent conflict of interest.

- G. No district officer, employee, or agent may accept a gratuity, favor, or gift from contractors or parties to subcontracts. The district has established standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Disciplinary action may be applied for violations of such standards.
- H. The district will take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

V. Purchase Specifications

It shall be the administrative responsibility of the Purchasing Department to prepare detailed specifications describing all materials, supplies, services and equipment to be purchased with the exception of contracts for the erection of or improvement to school buildings.

Insofar as possible, all specifications shall be prepared in such a manner that will enable the Purchasing Department to secure broad participation in established competitive bidding procedures.

VI. Lease Agreements of Real or Personal Property

Vendors shall be given the opportunity to submit sealed bids covering a lease of real or personal property of one (1) specific item or multiples of the same item having an estimated total annual lease payment in excess of one hundred thousand dollars (\$100,000), including lease agreements from school activity accounts. Lease agreements in excess of one hundred thousand dollars (\$100,000) must receive approval by the Board prior to commencement of the lease agreement.

VII. Rental Agreements for Used Property

The Board will consider a rental agreement on any used real or personal property or goods for a period not to exceed twelve months without quotes or bids, provided the property has been examined and is in good working condition. The rental agreement will be presented to the Board and the District's attorney for approval.

VIII. Exemptions from Bidding Requirements

Every effort should be made to obtain the best quality of goods and services at the lowest possible price. Due to the unique nature of some goods and services, the following goods and services are exempt from bidding requirement: professional services, including but not limited to audit services; legal services; employment services; drug and alcohol testing; professional consultation services; extermination services; travel services including airfare, hotel, accommodations, etc.; specialty repair or service contracts; maintenance agreements; textbooks, student workbooks, library/media materials, educational and training videos; software upgrades and specialized source software; staff training classes and catering events; unique artwork for projects (excluding signage); yearbooks and student photos; provision of infrastructure as a service; rental of used equipment.

Additional exemptions include goods purchased for student activity fund raisers (e.g., candy, T-shirts, candles, etc.); expenses for graduation, prom, dances and other student social activities; unique and custom decorations purchased from student activity funds and used for student events (e.g., prom, graduation, etc.); testing and assessment materials; items purchased with funding from NPS Foundation grants where item was specifically approved by the Foundation with the grant application; purchases of fuel.

IX. Standardization Program

If a site has designated a specific brand or type of furniture or office equipment from an Original Equipment Manufacturer (OEM) or authorized distributor for the local sales territory, as part of a site or district-wide standardization program, quotes are not required for maintenance, additional units or component pieces (Excluding off-the-shelf, common catalog items). All initial purchases of furniture for the beginning of a standardization program must be quoted in accordance with the prescribed quote thresholds, as listed herein.

X. Sole Source Procurements

Sole Source procurements shall be exempt from bidding provided the following criteria are met:

- A. The goods or services are unique to one manufacturer/supplier and no form/fit/function replacement exists from another supplier.
- B. The manufacturer distributes it directly or has limited distribution to one supplier.
- C. The manufacturer (not the distributor) submits a written letter on company letterhead stating why the goods or services are unique to his company and that distribution is limited to himself or a sole distributor. This letter must be attached to the requisition.
- D. Sole Source procurements may also be allowed where compatibility of equipment, accessories, or replacement parts are of paramount consideration. Documentation of such shall be included with the requisition.

XI. Exceptions for Quotation Selections

It shall be the administrative responsibility of the Chief Financial Officer, with recommendations from the Director of Purchasing Services, to obtain justification in writing for the selection of a bid other than a low, valid bid submitted by an approved vendor in accordance with established purchasing procedures.

Criteria to be used in such a selection shall include, but not be limited to, the determination of the item which best fits the specifications, delivery dates for the item, service warranties, and past performance of the vendors. Justification for such selection shall identify the criteria used and other reasons, if any, for selection of other than the low bid.

XII. Justification for Restrictive Specifications

Specifications for materials to be supplied shall be written in such a manner that competitive bidding by vendors is encouraged.

If it is thought advisable to prepare such specifications in such a manner as to restrict competitive bidding to those products or services of any one (1) manufacturer or vendor, that individual or specification committee who initiates this specification shall justify the action in writing. A copy of this justification shall remain on file in the Business Office.

The justification of a restricted specification shall indicate the tests comparative products were subjected to; their relative performance during such tests; and other factors, which were considered at the time the limited specification was established.

If it is not feasible to test competitive products, the objective opinion of recognized authorities should be weighed in evaluating the specification. The Director of Purchasing Services shall be the judge as to the adequacy of the justification for limiting an item specification. Prior to approval of a sole source vendor, the Director of Purchasing Services should make a sufficient survey of known vendors who provide similar items to determine if a comparable item is available. If, in his/her opinion, the reasons for restricted specifications are not adequate, he/she shall personally direct a concentrated effort to liberalize the approved specifications so that competitive bidding might be encouraged.

XIII. Attainment of Most Favorable Total Price

The Purchasing Department shall exert every possible effort to obtain the materials, supplies, services or equipment requisitioned by authorized employees at the lowest possible total price consistent with the item specification and required delivery date.

While it is recognized that all statutory limitations must be observed, efforts shall be made to purchase normal operating supplies at such time and in such a manner that will encourage vigorous competitive bidding by vendors. Wherever possible and economically feasible in the opinion of the Director of Purchasing Services, the annual requirements for a specific item should be offered for quotation as a unit. The Purchasing Department shall always reserve the right to specify the delivery

schedule that minimizes handling, labor, storage cost and inventory investment.

XIV. Warehouse Stock Inventory

All items classified as stock materials will be charged to a warehouse stock supply account upon purchase and not charged to the particular school or department until issued to that school or department from the District warehouse. Dollar cost averaging shall be used to determine the stock prices charged to school sites.

All items classified as non-stock and purchased directly for use by a particular school or department shall be charged to that school or department.

The Purchasing Department shall supply all prices or estimated prices that are used for budgetary control purposes.

XV. Purchase Order Terms

The general terms, which shall govern the conditions of a written purchase order issued by the Purchasing Department, shall appear on the purchase order.

Terms which are applicable only to a specific purchase order shall appear in the prescribed spaces on the face of the purchase order, as a note written on the body of the purchase order or as a separate addendum later made a part of the purchase order and so identified.

XVI. Blanket Purchase Orders

Based on the guidelines provided in state statute, a school district may issue blanket purchase orders for recurring purchases (62 O.S. §310.8).

XVII. Gasoline Purchases

Upon notification of the need for gasoline by the office of the Supervisor of Transportation, the Director of Purchasing Services or his/her designee will call at least three responsible vendors for verbal price quotations. The gasoline is then ordered that day from the lowest responsible quotation for delivery that same day or the next day. A purchase order encumbering that expenditure is prepared. As specified in state statute, fuel for District use is exempt from state taxes (68 O.S. §500.10 and §527).

XVIII. Disposition of Surplus or Obsolete Materials

No item of District property shall be disposed of except through the office of the Director of Purchasing Services or Director of Central Services or Director of Technology Services. Surplus or obsolete materials, supplies, equipment or property no longer required to accomplish the educational mission of the District shall be disposed.

Those items considered as obsolete or broken shall be sold at such times as the Chief Financial Officer or his/her designee determines the necessity for a sale due to warehousing space and the number of items involved. Such items may be sold by public auction/on-line either through sealed bids or vocal auction, by arranging for sale to a third-party vendor, or by placing a price on such items and selling them.

General Guidelines for Disposal:

A. Auction

The public shall be informed of such public auction through notice published on ~~the Public Surplus websitea designated site that is listed on the district website~~ the district website at least one week prior to the date of the sale.

Any unsold surplus property may be sold in bulk, as ~~483~~ single lot or disposed of as useless refuse.

B. Bulk Sale

When it is necessary to dispose of large quantities of a single item, the Chief Financial Officer or his/her designee may decide to determine a fair price for the item and sell single units or quantities at this predetermined price.

C. High-Value Items

Any individual surplus property item having an estimated market value of more than two thousand five-hundred dollars (\$2,500) shall be advertised and sold in a public auction or by sealed bid.

D. Trade or Exchange

If surplus property can be traded or exchanged for items of equal or greater value, the Chief Financial Officer or his/her designee may allow such items to be traded for new equipment, provided the estimated market value for each item is less than two thousand five-hundred dollars (\$2,500).

E. Real Property

Any real property to be sold as surplus property shall have prior approval of the Board of Education with the outline of the sale procedure being approved by said Board and conforming to 70 O.S. §5-117, A.11.

F. Broken or Unusable Items

If surplus property is broken or irreparable, and thus, reasonably determined unable to be disposed of through auction or other means, the Chief Financial Officer or a duly appointed designee, may designate the items as trash and arrange for disposal by District maintenance or the City of Norman.

G. Books

Books declared surplus property may be sold, donated to a non-profit agency/organization, or other disposal method as so decided by the Chief Financial Officer or his/her designee.

H. Computers and other Electronic Assets

The Director of Technology Services will work closely with the Chief Technology Officer regarding the disposition of computers and other electronic assets. Computers, tablets, smart phones, and other electronic assets declared as surplus property may contain confidential information such as social security numbers, staff/student identification numbers, credit card numbers, bank account numbers, passwords, medical records, photographs, addresses, telephone numbers, student records, and other information and metadata that should not be released to the public. The district has an obligation to ensure that all personally identifiable information or metadata has been deleted from files and hardware of such surplus electronic assets. Deletion of such information will be managed by the Director of Technology Services and completed by district personnel or through the services of a responsible and reputable vendor. A certificate of such deletion shall be obtained prior to sale, trade, or other final disposition of such assets.

I. Report of Revenue

Following the disposition of items that results in revenue, shall submit to the Chief Financial Officer a listing of those items sold, price of each and any accompanying payments for same.

XIX. Record Availability

The files, records, and related data of the Purchasing Department shall be available for inspection by persons other than Board of Education members or employees of the Business Department in accordance with the limitations enumerated below:

- A. Interested individuals shall request information from the Clerk of the Board who shall make such data available as expeditiously as possible. The information he/she shall supply normally shall be similar to, but not limited to, that data included in the minutes of the Board of Education.
- B. Current and historical files of the Purchasing Department shall be accessible for reference purpose only to employees of the Business Services Department who shall make every effort to abstract pertinent information upon receipt of a valid request.
- C. Approved vendors of the Board of Education shall be given access to the specific material/item records, which pertain to the materials/items they supply.
- D. Information pertaining to materials/items specifications, approximate annual usage, or method of purchase utilized shall be supplied to interested potential vendors.
- E. The sharing of information that would give unfair advantage to one vendor over another will remain a confidential record in accordance with 51 O.S. §24A.10.
- F. All E-Rate purchase records will be maintained for a period of at least five (5) years after the last date of service in accordance with FCC Fifth Report and Order (Para. 47, FCC 04-190, Adopted August 4, 2004).

XX. Construction and Facility Improvement

Construction contracts that exceed one hundredthousand (\$100,000) dollars shall be awarded to the lowest responsible bidder based on guidelines specified in state statutes (61 O.S. §102-103; 61 O.S. §103.4, & 61 O.S. §101-137). In the event of emergency construction statute, 61 O.S. §130 shall apply.

XXI. Purchasing Real Estate

The Board of Education will approve the process for the purchase of real estate.

XXII. Purchase of Transportation Equipment

Transportation equipment for the District will be purchased in compliance with state regulations and guidelines 70 O.S. §9-109

XXIII. Unlawful Acts as specified in state statutes:

It is hereby declared to be unlawful for any officer or employee of the State Board of Education, member of a board of education or employee thereof, to solicit, take, retain, or receive any money, property or thing of value in the nature of commissions or otherwise for the purchase or sale of school bonds, or the purchase of any furniture or supplies, and the soliciting, taking, retaining or receiving of any such money or other thing of value is hereby declared to be a misdemeanor (70 O.S. §24-103).

It is hereby declared to be unlawful and a misdemeanor for any person, corporation or individual to offer, tender to pay or deliver to any such officer or employee of the State Board of Education, member of a board of education or employee thereof, any such property, money or other thing of value in any way connected with the issuing of school bonds or the purchase of furniture or supplies, whether the same be denominated commission or otherwise (70 O.S. §24-104).

District employees violating this policy, exceeding their purchasing authority or incurring an expense without a purchase order may be held personally and financially liable and subject to disciplinary action including, but not limited to, suspension, demotion, termination, and legal action.

XXIV. Petty Cash

Petty cash funds will be established in all schools and administrative locations in accordance with the Oklahoma State

XXV. Investment of District Funds

The Superintendent or his/her designee shall invest funds as provided in 70 O.S. 2000 § 5-115, 70 O.S. 1991 § 15-108 and 62 O.S. 1991 § 562.

XXVI. Travel Reimbursements

If an employee is given prior approval by his/her supervisor and the appropriate departmental administrator to attend a conference, meeting or seminar as an official representative of the District, travel, meals, lodging and registration fee may be considered appropriate expense. The availability of funds will determine if employees will be reimbursed for such expenses. The proper expense form must be completed and supplied to the employee's immediate supervisor within ten (10) days after returning from the trip.

XXVII. Sanctioning Organizations and Associations

The Norman Public Schools shall establish procedures in compliance with 70 O.S. 1996 § 5-129.1 to provide for sanctioning of organizations and associations that raise money and collect revenues for the benefit of students so that they may be exempt or apply to be exempted from statutory controls and requirements pertaining to school activity funds.

XXVIII. Site Receiving Procedures

State law requires payment of purchase orders only after satisfactory receipt of goods and services. Therefore, items should be delivered to the District Warehouse where receiving procedures are in place. If items are picked up or received at the site, instead of being delivered to the warehouse, the following procedures are required to ensure adequate receiving documentation.

- A. Site Principals must designate an employee to certify receipt of delivered to the site.
- B. The staff person picking up the items must sign and date the invoice or receipt. Items picked up by a staff person, will require a second signature on the invoice or receipt as proof that all of the items were actually received.
- C. The designated employee (receiving clerk) must visibly check each item to ensure that all items have been received at the site and that these items are for school business and not for personal use.
- D. Verification of receipt of goods must be noted on the invoice or receipt by the receiving clerk's signature and date.
- E. Invoices or receipts must be returned to the site secretary by close of business the day after the purchase is made.

XXIX. Acceptance of Gifts

Individuals employed by the District shall neither solicit nor accept gifts valued over \$20 per item or valued over \$50 in total from any one E-Rate vendor per E-Rate funding year. A donation by an E-Rate vendor to the District may be allowed under certain conditions but (1) shall not be directly or indirectly related to E-Rate procurement and (2) shall be approved in advance by the District Administration in consultation with the District E-Rate Coordinator.

- A. "Gifts" include services, material goods, promotional items, prizes, meals, gratuities, entertainment, tickets, favors, travel expenses, cash, loans, or any other thing of value.
- B. An "E-Rate vendor" is any provider of services and/or goods who is participating in or seeking to participate in the schools and libraries universal service fund (or "E-Rate") program.
- C. An "E-Rate funding year" begins July 1 and ends June 30 of the following calendar year.

XXX. E-Rate Procurement Policy

The Director of Purchasing Services shall administer the purchasing procedures and practices for all purchasing activities of the District including all E-Rate services and materials. In selecting service providers for all eligible goods and/or services for which Universal Service Fund ("E-Rate") support will be requested, the District shall:

- A. Make a request for competitive bids for all eligible goods and/or services for which Universal Service Fund support will be requested and comply with applicable state and local procurement processes included in its documented policies and procedures.
- B. Wait at least 28 days after the posting date of the FCC Form 470 on the USAC Schools and Libraries website before making commitments with the selected service providers.
- C. Consider all bids submitted and select the most cost-effective service offering, with price being the primary factor considered.
- D. Keep control of the competitive bidding process by not surrendering control to a service provider who is participating in the bidding process and not including service provider contact information on the FCC Forms 470.

Where the above E-Rate requirements are silent, the district will follow 47 Code of Federal Regulations, Section 54.503.

Last Modified by Cathy Sasser on April 4, 2023