



**WELLSTON BOARD OF EDUCATION  
BOARD AGENDA**

Special Meeting, Tuesday, June 30, 2026, at 7:00 PM  
Administration Building  
708 Birch Avenue  
Wellston, Oklahoma 74881

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

1. Call to Order
2. Roll Call
3. Establishment of a Quorum
4. Possible consideration and vote to approve Agenda
5. **BUSINESS ACTION ITEMS**
  - 5.1. Discussion and possible action on approving a storage unit at the elementary.
  - 5.2. Discussion and possible action on approving to submit an alternative education waiver with the State Department of Education.
  - 5.3. Discussion and possible action on approving final purchase orders for the FY26 school year.
  - 5.4. Discussion and possible action on approving purchase orders for the FY27 school year.
  - 5.5. Discussion and possible action on approving contracts and agreements for the 2026-2027 school year.
    - 5.5.1. OPSRC (Oklahoma Public School Resource Center)
    - 5.5.2. Imagine Math
    - 5.5.3. Accounting and Student Information contracts with Sylogist Ed for the 2026-2027 school year
  - 5.6. Acknowledgment of any resignations received.
6. **PERSONNEL** Discuss and vote to go into executive session to:
  - (a) Discuss employment and appointment of personnel pursuant to 25 O.S. §307 (B) (1)
  - 6.1. Acknowledge the board's return to open session.
  - 6.2. Executive Session Minutes Compliance Announcement.
  - 6.3. Discussion and possible action on hiring a district wide paraprofessional.
  - 6.4. Discussion and possible action on hiring a business manager for the district.
  - 6.5. Discussion and possible action on hiring a secondary mathematics teacher.
7. **Adjournment**

POSTED: WELLSTON SCHOOL ADMINISTRATION BUILDING  
DATE: Friday, June 26, 2026 at 9:30a.m.

POSTED BY: 

## Alternative Education COOP Waiver

A school district with fewer than ten eligible students that seeks to operate its own Alternative Education program, rather than participate in a cooperative agreement, must request a waiver from the State Board of Education by **September 1** of the applicable school year.

### Oklahoma State Statute

[70 O.S. § 1210.568\(I\)](#)

### Statewide System of Alternative Education Programs Rules and Regulations

Any school district submitting a plan for an alternative education program serving fewer than ten students shall enter into a cooperative agreement with another school district to jointly provide the program unless the program has been granted a waiver from this requirement by the State Board of Education.

#### Section 1:

Submit a cover letter on school letterhead with the superintendent's signature with a brief explanation of the request for the waiver.

#### Section 2:

Complete the waiver form with signatures from the superintendent, board president signature, and notary.

#### Section 3:

Complete all questions in section 3 and add any supporting documentation.

**Section 2:**School Year(s): 20 22 - 20 22County: Lincoln CountySchool District: Wellston Public SchoolsSchool District Mailing Address: 700 Birch StreetCity: WellstonZip Code: 74088School Site Name: Wellston High School

Principal(s) Signature(s):

1. \_\_\_\_\_ Date: \_\_\_\_\_

2. \_\_\_\_\_ Date: \_\_\_\_\_

3. \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent Name (Print): Dr. Susan WraySuperintendent E-mail: swray@wellstonschools.org

Superintendent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby certify that this Alternative Education COOP Waiver application was approved by our local board of education at the meeting on \_\_\_\_\_.

Board President Signature: \_\_\_\_\_

Notary Seal: \_\_\_\_\_

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

Commission Expiration Date: \_\_\_\_\_

**Section 3:**

- Reason for the Waiver request. Please include distance from your alternative education site to the closest possible district to coop with, what alternative means will have to be employed if your waiver was to be denied, and what percentage of your student population will benefit from the waiver if approved.

Currently, Wellston Public Schools has had a coop agreement with Stroud Public Schools for Alt. Ed. program which is 25 mi. in distance. If the waiver is denied, Wellston Public Schools must provide more flexible, non traditional education with instructors to support a program and additionally support the whole student. As a small rural school, we do not have students enrolled in an alt. ed. program. We are able to serve students through our online academy and counseling services.

- List alternate strategies/plans which the district/site proposes, and how this plan will best serve the students of your alternative education program, i.e., a description of the educational benefits to the students, graduation rate if a waiver has been awarded prior to this year, and the result of the previous year's alternative education audit.

Wellston Public School students have flexible opportunities through the online academy and support from counseling services. Students remain onsite and attend courses and extra curricular programs with peers and district instructors. Students who are connected to the peers and school personnel who value them are more likely to succeed. Alt. ed. program through Stroud was not utilized by students.

- Have you participated in an alternative education coop previously? Have you been awarded this waiver before and what was the educational impact to the district: Results of the Statutory Waiver, i.e., effect on student performance levels, impact of plan on other sites in the district.  
**Yes, we have participated with Stroud. We have never applied for a waiver.**

- Describe the method used to assess or evaluate the effectiveness of the plan for both staff and students (e.g., TLE, ACT scores, graduation rates, RSA data, School Report Card indicators) and explain the educational impact on the district, including effects on student performance levels and projected graduation rates.

Evaluation of the alt. ed. plan consists of graduation rates, online course completion and RSA data. All employees are evaluated, including instructors, admin., and counselors on the state/local mandated evaluation tools with a lens on the impact on alt. ed. students. We know the challenges for our students and the means for support. All have positive effects on student performance and graduation rates.

**OSDE Official Use Only**

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

Recommended for Board Approval: \_\_\_\_\_ Not Recommended for Board Approval: \_\_\_\_\_

Board Meeting Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

Date Sent to District: \_\_\_\_\_

Notes to District: \_\_\_\_\_

## Encumbrance Register

Options: Year: 2025-2026, Date Range: 7/1/2025 - 6/30/2026, PO Range: 259 - 300, Fund(s): GENERAL

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	260	06/10/2026	12250	AMERICAN TELCOM	TELEPHONE SVCS	531.25
11	261	06/15/2026	13427	CALDWELL'S HEATING COOLING & REF	HVAC SVCS	171.49
11	262	06/22/2026	498	UMB BANK NA	PAYING AGENT FEE	300.00
11	263	06/01/2026	275	ROSS TRANSPORTATION, INC.	BUS PARTS	3,156.68
<b>Non-Payroll Total:</b>						<b>\$4,159.42</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$4,159.42</b>

## Encumbrance Register

Options: Year: 2026-2027, Date Range: 7/1/2026 - 6/30/2027, Fund(s): GENERAL

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1	07/01/2026	821	US FOODS	BPO MONTHLY BILLING	156,000.00
11	2	07/01/2026	355	AT&T	BPO MONTHLY BILLING	8,296.66
11	3	07/01/2026	77	OG&E	BPO MONTHLY BILLING	130,454.55
11	4	07/01/2026	48	ONG	BPO MONTHLY BILLING	25,600.00
11	5	07/01/2026	12417	PRINCIPAL FINANCIAL GROUP	BPO MONTHLY BILLING	4,500.00
11	6	07/01/2026	704	HILAND DAIRY FOODS CO	BPO MONTHLY BILLING	33,414.89
11	7	07/01/2026	13262	B&C BUSINESS PRODUCTS	BPO MONTHLY BILLING	6,200.00
11	8	07/01/2026	772	FUELMAN	BPO MONTHLY BILLING	15,072.39
11	9	07/01/2026	12534	R.K. BLACK, INC.	BPO MONTHLY BILLING	5,000.00
11	10	07/01/2026	13898	BRADY PLUS	BPO MONTHLY BILLING	24,380.01
11	11	07/01/2026	12024	CLEARWATER ENTERPRISES, LLC	BPO MONTHLY BILLING	11,417.61
11	12	07/01/2026	12945	TOWN OF WELLSTON	BPO MONTHLY BILLING	39,500.00
11	13	07/01/2026	13145	GREEN'S PROPANE, L.L.C.	BPO MONTHLY BILLING	20,318.13
11	14	07/01/2026	223	OTA PIKE PASS	BPO MONTHLY BILLING	1,500.00
11	15	07/01/2026	13261	BARLOW ED MANAG SERV	BPO MONTHLY BILLING	6,792.00
11	16	07/01/2026	12078	AF PLAN SERVE	BPO MONTHLY BILLING	156.00
11	17	07/01/2026	12366	ALLIED ELEVATOR SER INC	BPO MONTHLY BILLING	240.00
11	18	07/01/2026	144	LOWE'S	BPO MONTHLY BILLING	7,000.00
11	19	07/01/2026	90	LINCOLN COUNTY FARM	BPO MONTHLY BILLING	5,193.10
11	20	07/01/2026	160	ODP BUSINESS SOLUTIONS, LLC	BPO MONTHLY BILLING	7,562.73
11	21	07/01/2026	12489	EUREKA WATER CO	BPO MONTHLY BILLING	1,065.00
11	22	07/01/2026	13555	SANGOMA US Inc	BPO MONTHLY BILLING	8,850.10
11	23	07/01/2026	13268	NAMETAGCOUNTRY	BPO MONTHLY BILLING	450.00
11	24	07/01/2026	12266	KRISTA MOTLEY, MS, CCC-SLP	BPO MONTHLY BILLING - SPEECH THERAPY	66,412.50
11	25	07/01/2026	780	OKLA THERAPY CONSULTANTS	BPO MONTHLY BILLING - OCCUPATIONAL THERAPY	50,000.00
11	26	07/01/2026	12376	CAPITAL ONE	BPO MONTHLY BILLING	6,665.42
11	27	07/01/2026	12138	OREILLY AUTO PARTS	BPO MONTHLY BILLING	10,000.00
11	28	07/01/2026	12023	DOLLAR GENERAL - REGIONS 410526	BPO MONTHLY BILLING	1,000.00
11	29	07/01/2026	157	AUTO-CHLOR SERVICES, LLC.	BPO MONTHLY BILLING	3,000.00
11	30	07/01/2026	240	HOME DEPOT CREDIT SERVICES	BPO MONTHLY BILLING	4,000.00
11	31	07/01/2026	468	ALCOHOL & DRUG TESTING INC	BPO MONTHLY BILLING	666.25
11	32	07/01/2026	728	LOCKE SUPPLY CO	BPO MONTHLY BILLING	1,000.00
11	33	07/01/2026	13206	KELLY CURRY	BPO MONTHLY BILLING - PHYSICAL THERAPY	4,000.00
11	34	07/01/2026	121	TEEL OSWALD	EVALUATION/TESTING	5,650.00
11	35	07/01/2026	13433	JANICE GRAY	EVALUATION/TESTING	5,400.00
11	36	07/01/2026	493	FRED'S TIRE & BATTERY	BPO MONTHLY BILLING	4,500.00
11	37	07/01/2026	13013	PLANK AUTO SUPPLY	BPO MONTHLY BILLING	2,500.00
11	38	07/01/2026	13600	MR. ROOTER	BPO MONTHLY BILLING	4,000.00
11	39	07/01/2026	12556	ATWOODS- JOHN DEERE FINANCIAL	BPO MONTHLY BILLING	1,650.00
11	40	07/01/2026	12430	CHANDLER TIRE CENTER	BPO MONTHLY BILLING	400.00
11	41	07/01/2026	13566	ARVEST	POST OFFICE BOX	200.00

## Encumbrance Register

Options: Year: 2026-2027, Date Range: 7/1/2026 - 6/30/2027, Fund(s): GENERAL

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	42	07/01/2026	392	RENAISSANCE LEARNING INC	ANNUAL BILLING	2,434.00
11	43	07/01/2026	12399	INSURICA	SURETY BONDS	1,201.00
11	44	07/01/2026	731	OKLA SCHOOL ASSURANCE GROUP	WORKER'S COMPENSATION INSURANCE	17,080.00
11	45	07/01/2026	13566	ARVEST	OK DEPT HEALTH - FOOD SERVICE LICENSE	350.00
11	46	07/01/2026	13566	ARVEST	TEAMVIEWER TECH SUBSCRIPTION	1,500.00
11	47	07/01/2026	13547	NoRedInk Corp.	YEARLY SUBSCRIPTION	4,420.00
11	48	07/01/2026	12569	COAST TO COAST COMPUTER PRODUCTS	TONER	4,500.00
11	49	07/01/2026	13694	PARENT SQUARE	WEBSITE & NOTIFY	6,015.45
11	50	07/01/2026	13447	SERGEANT LABORATORIES, INC.	ARISTOTLE K12 APPLIANCE/UNIVERSAL AGENT	7,500.00
11	51	07/01/2026	865	RALPH OSBORN	EON 2025-2026	800.00
11	52	07/01/2026	13500	FIRST BANK & TRUST	SAFETY DEPOSIT BOX	100.00
11	53	07/01/2026	37	THE LINCOLN COUNTY NEWS	LEGAL NOTICE	400.00
11	54	07/01/2026	13654	NWEA	Yearly Fee	7,500.00
11	55	07/01/2026	523	AIRGAS	AG ED SUPPLIES	2,000.00
11	56	07/01/2026	12090	CONTRACT PAPER GROUP, INC.	PAPER ORDER	5,656.00
11	57	07/01/2026	1	SylogistEd, Inc.	YEARLY USAGE FEE	18,793.19
11	58	07/01/2026	25	OKLA STATE SCHOOL BOARDS ASSOC	MEMBERSHIP DUES	3,000.00
11	59	07/01/2026	17	ONENET	CONTENT FILTERING	825.50
11	60	07/01/2026	13583	ASPEN INSPECTION SERVICES LLC	FIRE ALARM INSPECTION?	225.00
11	61	07/01/2026	13424	FIRE SAFETY INSPECTIONS	FIRE EXT & ALARM INSPECTION & TEST	5,230.00
11	62	07/01/2026	219	LIBERTY FLAGS	FLAGS	400.00
11	63	07/01/2026	865	RALPH OSBORN	AUDIT	7,400.00
11	64	07/01/2026	12290	LINCOLN CO ELECTION	SCHOOL BOARD ELECTION FEES	2,500.00
11	65	07/01/2026	12911	IMAGINE LEARNING LLC	IMAGINE LEARNING (MATH)	3,000.00
11	66	07/01/2026	25	OKLA STATE SCHOOL BOARDS ASSOC	ASSEMBLE MEETINGS	4,445.00
11	67	07/01/2026	25	OKLA STATE SCHOOL BOARDS ASSOC	POLICY SERVICES	1,200.00
11	68	07/01/2026	13356	OSSBA EMPLOYMENT SERVICES	EMPLOYMENT SERVICES	120.00
11	69	07/01/2026	12958	ELQA	EARLY LEARNING ASSESSMENTS	780.00
11	70	07/01/2026	13912	SOFTCHOICE	MICROSOFT YEARLY SUBSCRIPTION	5,866.24
11	71	07/01/2026	60	FOLLET SCHOOL SOLUTIONS INC	LIBRARY SERVICE RENEWAL	1,905.12
11	72	07/01/2026	13566	ARVEST	MONTHLY BILLING	40,000.00
11	73	07/01/2026	13416	SCHOLASTIC CLASSROOM MAGAZINES	STORYWORKS	2,000.00

<b>Non-Payroll Total:</b>	<b>\$849,153.84</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Balance Forward:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>\$849,153.84</b>

# Wellston Public Schools

## Encumbrance Register

**Options:** Year: 2026-2027, Date Range: 7/1/2026 - 6/30/2027, Fund(s): BUILDING

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
21	1	07/01/2026	541	OKLA SCHOOLS INS GROUP	PROPERTY/FLEET INS	247,622.00
<b>Non-Payroll Total:</b>						<b>\$247,622.00</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$247,622.00</b>



Oklahoma Public School Resource Center  
309 NW 13th Street, Suite 103  
Oklahoma City, OK 73103  
www.opsrc.net

## INVOICE

### BILL TO

Wellston Public Schools  
PO Box 60  
Wellston, OK 74881

INVOICE # 23146

DATE 07/01/2026

DUE DATE 07/31/2026

TERMS Net 30

DATE	DESCRIPTION	AMOUNT
07/01/2026	OPSRC Membership 2026-2027 School Year - Pricing reflects 10% EarlyBird discount if invoice is paid by July 31, 2026 membership dues are \$2250.00. After, July 31 pricing increases to regular membership due rate of \$2500.00.	2,250.00

If you have any questions, we may be reached at (405) 212-4802.  
Thank you!

BALANCE DUE

**\$2,250.00**

### Ways to pay



[View and pay](#)



# Price Quote

100 S. Mill Ave  
Suite 1700  
Tempe, AZ 85281  
877-725-4257

Date 6/8/2026  
Quote No. Q-270628  
Acct. No. 12206787  
Total 3,000.00  
Pricing Expires 12/05/2026

Wellston School District I-004  
PO Box 60  
Wellston OK 74881  
United States

Payment Term	Contract Start	Contract End
Due on receipt	8/1/2026	6/30/2027

Site	Description	End Date	Qty
Wellston Public Schools	Imagine Math Licenses K-8	06/30/2027	1

<b>Subtotal</b>	3,000.00
<b>Tax Total</b>	0.00
<b>Total</b>	3,000.00

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 Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at [www.imaginelearning.com/standard-terms-and-conditions](http://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.

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](mailto:AR@imaginelearning.com) or fax to 480-423-0213.

**Wellston School District  
I-004**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Imagine Learning Representative**

Lupita Elizondo  
Account Executive -  
[lupita.elizondo@imaginelearning.com](mailto:lupita.elizondo@imaginelearning.com)  
[imaginelearning.com](http://imaginelearning.com)



# Software Service Order Agreement

Term of Agreement: 7/1/2026 - 6/30/2027

**Customer:** WELLSTON PUBLIC SCHOOLS

**Addr:** P.O. BOX 60  
WELLSTON OK 74881

**October Membership:** 443

SYLOGISTED, INC.

**Addr:** 908 EAST 35TH STREET  
SHAWNEE, OK 74804

**Phone:** (800)749-5691 **Email:** accounts@sylogist.com

## Re-Occurring Fiscal Year Charges

Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the latest October 1 count.

Description	Total
Appropriated Funds	\$4,260.00
Payroll	NA
- Usage Fee Included In Appropriated Funds	
Treasurer	\$1,065.00
Activity Funds	\$780.00
-Additional Contact(s): 1 - Amount: \$250.00	
Personnel	\$1,065.00
Purchase Requisition	\$1,065.00
Fixed Assets	NA
Document Management	\$770.82
Time & Talent	\$2,205.00
Accounting Query Designer	NA
<b>Total 2026-2027 Fiscal Year Charges:</b>	
<b>\$11,210.82</b>	

### Terms and Conditions

- The software charge includes phone support for one (1) designated contact per application, excluding Document Management. Additional contacts can be added at an additional cost. SylogistEd, Inc. shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. SylogistEd, Inc. shall have full and free access to the Customer equipment and software to provide support.
- The software charge includes interactive online training via training videos and webinars.
- On-site training (by appointment only) will be charged \$1000.00 per day from 9:30 a.m. through 3:30 p.m. CST and round-trip mileage at the current IRS mileage rate. Additional time is \$165.00 per hour.
- For each renewal, the fees may, at SylogistEd's discretion, increase by an amount not to exceed 5%, no more than one time per annum.
- Customer agrees that SylogistEd, Inc. shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
- The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.

7. This agreement shall be governed by the Laws of the State of Oklahoma.

## Software as a Service

1. Definitions.
  - (a) Application means the software and other material used by SylogistEd, Inc. to access, configure, and provide the Services. The Application(s) identified in the Service Order Agreement are licensed on a subscription basis and delivered as hosted online software using the Software as a Service (SaaS) model.
  - (b) Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.
  - (c) Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.
  - (d) Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
  - (e) Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).
  - (f) Privacy Policy and Terms of Service means the SylogistEd, Inc. Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.
  - (g) Service shall have the meaning set forth in the SylogistEd, Inc. Privacy Policy and Terms of Service.
  - (h) Service Order Agreement means the Software Service Order Agreement delivered by SylogistEd, Inc. to Customer which sets forth the service and fees for the current fiscal year.
  - (i) Usage Data means any data that SylogistEd, Inc. collects or generates during the performance of the Service, including non-confidential elements of Customer Data.
2. Service.
  - (a) SylogistEd, Inc. Obligations. SylogistEd, Inc. hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service; and (iv) to notify customer promptly of any such unauthorized access to, or use of, the Service that SylogistEd, Inc. becomes aware of (provided SylogistEd, Inc. is not required to actively monitor the Customer's account access).
  - (b) Customer Obligations. Customer hereby agrees, as allowed by Oklahoma constitution or law, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify SylogistEd, Inc. promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require SylogistEd, Inc. to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii) to accurately represent Customer's use of the Service and data obtained from the Service.
3. Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and SylogistEd, Inc. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.
4. Access to the Service, Attribution, and Charges.
  - (a) Customer Accounts. Customer must provide SylogistEd, Inc. with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.
  - (b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.
5. Availability, Maintenance, and Technical Support.
  - (a) Availability & Maintenance. SylogistEd, Inc. will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.
  - (b) Technical Support. Unless otherwise provided in the Service Order Agreement, SylogistEd, Inc. will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.
6. Third-Party Software Integration Acknowledgements, Representations, and Agreements. SylogistEd, Inc. will provide software as part of the Service that will allow the Customer to share data with third-party applications.
  - (a) It is understood and agreed that SylogistEd, Inc. is not responsible for the security of the data once it has been provided by the Customer to a third party using the Service.
  - (b) It is understood and agreed that SylogistEd, Inc. is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall SylogistEd, Inc. be deemed to be a direct or indirect transferor of information/data to any third party. SylogistEd, Inc. is only providing software that will allow the Customer to share data with third-party applications.
  - (c) Customer hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.
  - (d) Customer hereby represents that it shall perform all duties and requirements set forth under The Family Educational Rights and Privacy Act

(FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(e) Customer hereby represents that it shall refrain from performing any act restricted under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, SylogistEd, Inc. for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that SylogistEd, Inc. could incur.

(g) Customer represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other interested third person) as required by law before any information/data is transferred by it to a third party.

### 7. Intellectual Property Rights.

(a) SylogistEd, Inc. Intellectual Property. SylogistEd, Inc. and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no SylogistEd, Inc. Intellectual Property Rights are granted to Customer.

(b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants SylogistEd, Inc. a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by SylogistEd, Inc. and in conjunction with automatically generated data such as IP address, time, and frequency of access.

(c) Feedback Relating to Services. SylogistEd, Inc. shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.

(d) Derivatives and Compilations of Usage Data. SylogistEd, Inc. shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.

### 8. Privacy and Personal Information. (a) SylogistEd, Inc.'s Privacy Policy. SylogistEd, Inc.'s Privacy Policy and Terms of Service, made a part hereof, is available at <https://www.sylogist.com/privacy-policy>.

### 9. Term; Termination.

(a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or SylogistEd, Inc.

(b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. SylogistEd, Inc. may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.

(c) Breach. SylogistEd, Inc. may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of SylogistEd, Inc.'s notice to Customer.

### 10. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."

(a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to SylogistEd, Inc. or its third-party licensor (as appropriate), and SylogistEd, Inc. hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information").

Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.

(b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.

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



- 11. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from SylogistEd, Inc. to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
- 12. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 8 ("Privacy and Personal Information"); Section 10 ("Confidential & Proprietary Information"), Section 13 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
- 13. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall, as allowed by Oklahoma constitution or law, indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
- 14. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. SylogistEd, Inc. reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

Prepared By: Grant McLarnon

Date Prepared: 4/4/2026

Accepted By (please circle one): Superintendent / Board President

Signature: \_\_\_\_\_

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



# Software Service Order Agreement

Term of Agreement: 7/1/2026 - 6/30/2027

**Customer:** WELLSTON PUBLIC SCHOOLS

**Addr:** P.O. BOX 60  
WELLSTON OK 74881

**October Membership:** 443

SYLOGISTED, INC.

**Addr:** 908 EAST 35TH STREET  
SHAWNEE, OK 74804

**Phone:** (800)749-5691 **Email:** accounts@sylogist.com

## Re-Occurring Fiscal Year Charges

Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the latest October 1 count.

Description	Total
Student Information	\$4,305.96
Gradebook	\$1,080.92
Lunch Room	\$1,080.92
Student Records Portal	\$810.69
Student Information Horizontal SIF® Agent - SIF® is a registered trademark of Schools Interoperability Framework Association.	NA
Google Classroom™ Integration - Google Classroom™ is a registered trademark of Google Inc.	\$303.88
Rostering Integration	NA
Student Information Query Designer	NA

**Total 2026-2027 Fiscal Year Charges:** \$7,582.37

### Terms and Conditions

- The software charge includes phone support for two (2) designated Student Information contacts per accredited site, one (1) designated Gradebook contact per accredited site, and one (1) designated Lunch Room contact per lunchroom site. Additional contacts can be added at an additional cost. SylogistEd, Inc. shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. SylogistEd, Inc. shall have full and free access to the Customer equipment and software to provide support.
- The software charge includes interactive online training via training videos and webinars.

3. On-site training (by appointment only) will be charged \$1000.00 per day from 9:30 a.m. through 3:30 p.m. CST and round-trip mileage at the current IRS rate. Additional time is \$165.00 per hour.
4. The Student Information software charge includes the SIF Agent for SIF 2.0r1 Wave Profile. Additional 2.0r1 Horizontal Agent Profiles can be added at an additional cost of \$ 0.56 per student X October membership.
5. Pre-defined query templates for use with the Query Designer can be purchased for a one-time fee of \$250.00 each.
6. For each renewal, the fees may, at SylogistEd's discretion, increase by an amount not to exceed 5%, no more than one time per annum.
7. Customer agrees that SylogistEd, Inc. shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
8. The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
9. This agreement shall be governed by the Laws of the State of Oklahoma.

### Software as a Service

1. Definitions.
  - (a) Application means the software and other material used by SylogistEd, Inc. to access, configure, and provide the Services. The Application(s) identified in the Service Order Agreement are licensed on a subscription basis and delivered as hosted online software using the Software as a Service (SaaS) model.
  - (b) Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.
  - (c) Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.
  - (d) Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
  - (e) Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).
  - (f) Privacy Policy and Terms of Service means the SylogistEd, Inc. Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.
  - (g) Service shall have the meaning set forth in the SylogistEd, Inc. Privacy Policy and Terms of Service.
  - (h) Service Order Agreement means the Software Service Order Agreement delivered by SylogistEd, Inc. to Customer which sets forth the service and fees for the current fiscal year.
  - (i) Usage Data means any data that SylogistEd, Inc. collects or generates during the performance of the Service, including non-confidential elements of Customer Data.
2. Service.
  - (a) SylogistEd, Inc. Obligations. SylogistEd, Inc. hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service; and (iv) to notify customer promptly of any such unauthorized access to, or use of, the Service that SylogistEd, Inc. becomes aware of (provided SylogistEd, Inc. is not required to actively monitor the Customer's account access).
  - (b) Customer Obligations. Customer hereby agrees, as allowed by Oklahoma constitution or law, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify SylogistEd, Inc. promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require SylogistEd, Inc. to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii) to accurately represent Customer's use of the Service and data obtained from the Service.
3. Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and SylogistEd, Inc. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.
4. Access to the Service, Attribution, and Charges.
  - (a) Customer Accounts. Customer must provide SylogistEd, Inc. with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.
  - (b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.
5. Availability, Maintenance, and Technical Support.
  - (a) Availability & Maintenance. SylogistEd, Inc. will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.
  - (b) Technical Support. Unless otherwise provided in the Service Order Agreement, SylogistEd, Inc. will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.
6. Third-Party Software Integration Acknowledgements, Representations, and Agreements. SylogistEd, Inc. will provide software as part of the Service that will allow the Customer to share data with third-party applications.

(a) It is understood and agreed that SylogistEd, Inc. is not responsible for the security of the data once it has been provided by the Customer to a third party using the Service.

(b) It is understood and agreed that SylogistEd, Inc. is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall SylogistEd, Inc. be deemed to be a direct or indirect transferor of information/data to any third party. SylogistEd, Inc. is only providing software that will allow the Customer to share data with third-party applications.

(c) Customer hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(d) Customer hereby represents that it shall perform all duties and requirements set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(e) Customer hereby represents that it shall refrain from performing any act restricted under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, SylogistEd, Inc. for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that SylogistEd, Inc. could incur.

(g) Customer represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other interested third person) as required by law before any information/data is transferred by it to a third party.

7. Intellectual Property Rights.

(a) SylogistEd, Inc. Intellectual Property. SylogistEd, Inc. and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no SylogistEd, Inc. Intellectual Property Rights are granted to Customer. All pre-defined query templates are considered SylogistEd, Inc. Intellectual Property and are for the sole use of the intended school district and shall not be shared with any other entity.

(b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants SylogistEd, Inc. a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by SylogistEd, Inc. and in conjunction with automatically generated data such as IP address, time, and frequency of access.

(c) Feedback Relating to Services. SylogistEd, Inc. shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.

(d) Derivatives and Compilations of Usage Data. SylogistEd, Inc. shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.

8. Privacy and Personal Information. (a) SylogistEd, Inc.'s Privacy Policy. SylogistEd, Inc.'s Privacy Policy and Terms of Service, made a part hereof, is available at <https://www.sylogist.com/privacy-policy>.

9. Term; Termination.

(a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or SylogistEd, Inc.

(b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. SylogistEd, Inc. may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.

(c) Breach. SylogistEd, Inc. may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of SylogistEd, Inc.'s notice to Customer.

10. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."

(a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to SylogistEd, Inc. or its third-party licensor (as appropriate), and SylogistEd, Inc. hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information").

Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.

(b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential &

Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.

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

- 11. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from SylogistEd, Inc. to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
- 12. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 8 ("Privacy and Personal Information"); Section 10 ("Confidential & Proprietary Information"), Section 13 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
- 13. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall, as allowed by Oklahoma constitution or law, indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
- 14. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. SylogistEd, Inc. reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

Prepared By: Grant McLarnon

Date Prepared: 4/4/2026

Accepted By (please circle one): Superintendent / Board President

Signature: \_\_\_\_\_

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