

AGENDA FOR BOARD OF EDUCATION SPECIAL VIRTUAL MEETING

Bartlesville Public Schools

Education Service Center - Board of Education Meeting Room, 1100 South Jennings Ave, Bartlesville, OK 74003

Monday, June 15, 2020 at 5:30 PM

I. Call Meeting to Order

The Board can discuss, make motions, and vote on any matter appearing on the agenda. Such motions and votes may be to adopt, reject, table, reaffirm, rescind, or take no action on any agenda item.

II. Public Comment

The Board of Education invites public comment at this point in the regular meeting **ONLY** for items on tonight's agenda. Please sign up on the form provided prior to the meeting. Please Keep Comments to Five Minutes. Board members and administrative staff will not respond to questions from the public at the Board meeting. The Board will not be able to vote on matters brought forward by the public during participation time if such matters are not specific agenda items (Board Policy BDC).

- Bartlesville Education Association Representative
- Bartlesville Education Classified Personnel Organization Representative

III. Superintendent's Report

A. Construction Update

B. Financial Report

C. 2020-2021 Planning Update

D. 2020-21 Academic Calendar

E. Phillips66 and United Way \$100,000 Donation

F. School Board District 6 Election on June 30

G. Upcoming Board of Education Meetings (all in Board of Education Meeting Room)

- Special Virtual Meeting - Thursday, June 25, 2020; 12:00 p.m.
- Regular Virtual Meeting - Monday, July 20, 2020; 5:30 p.m.

IV. Consent Agenda

All the following items which concern reports and items of a routine nature normally approved at Board meetings will be approved by one vote unless any Board member desires to have a separate vote on any or all items. The Consent Agenda consists of the discussion, consideration, and vote on items A through U.

- A. Approval of Minutes as set out on Attachment "A"
- May 18, 2020 (Regular Meeting)
 - B. Approval of Purchase Orders and Change Orders to date as set out on Attachment "B"
 - C. Acceptance of Financial Reports for May 2020 as set out on Attachment "C"
 - D. Approval of Personnel - Appointments, Resignations, Changes of Status - as set out on Attachment "D"
 - E. Acceptance of Donations as set out on Attachment "E"
 - F. Acceptance of Treasurer's Report as set out on Attachments "F"
 - G. Acceptance of Activity Fund Report as set out on Attachment "G"
 - H. Declaration of Items as Surplus as set out on Attachment "H"
 - I. Approval of Lease Purchase Items as set out on Attachment "I"
 - J. Approval of K-9 Narcotics Renewal Agreement for 2020-2021 as set out on Attachment "J"
 - K. Approval of OSSBA Employment Services Agreement Renewal for 2020-2021 as set out on Attachment "K"
 - L. Appointment of Dr. Stephanie Curtis, Executive Director of Personnel & School Support, and Valerie Bishop, Child Nutrition Food Service and Office Manager, as Authorized Representatives of the Child Nutrition Program for filing 2020-2021 claims for reimbursement.
 - M. Appointment of Dr. Stephanie Curtis, Executive Director of Personnel & School Support and Mr. Jason Langham, Executive Director of Special Services & Secondary Education, as Authorized Representatives for filing 2020-2021 federal claims for reimbursement.
 - N. Approval of renewed contract with Pension Solutions, Inc. as the District's third-party record keeper for the District's 403(b) and 457(b) plans as set out on Attachments "N"

- O. Approval of the renewed InTouch Hosting Agreement and InTouch Software License Agreement for cash receipts system as set out on Attachments "O"
- P. Approval of the Public Finance Law Group Agreement for legal services regarding bond issues for the 2020-2021 school year as set out on Attachment "P"
- Q. Approval of the Municipal Financial Services Agreement for bond issue advisor services for the 2020-2021 school year as set out on Attachment "Q"
- R. Approval of the Lease Agreement for 2020-2021 with Paths to Independence (PTI) as set out on Attachment "R"
- S. Approval of the renewed contract with Sodexo for maintenance services for the 2020-21 SY as set out on Attachment "S"
- T. Approval of the elementary ATLAS program Deregulation Application as set out on Attachment "T"
- U. Approval of the BancFirst property insurance quote as set out on Attachment "U"

V. Action Topics

- A. Consideration and vote to approve Paid Meal Prices for the 2020-2021 SY as set out on Attachment "A"
- B. Consideration and vote to approve an addendum to the Superintendent's contract for Charles R. McCauley as set out on Attachment "B"

VI. Discussion Topics

VII. Public Comment

The Board of Education invites public comment at this point in the regular meeting for items NOT on tonight's agenda. Please sign up on the form provided prior to the meeting. Please Keep Comments to Five Minutes. Board members and administrative staff will not respond to questions from the public at the Board meeting. The Board will not be able to vote on matters brought forward by the public during participation time if such matters are not specific agenda items (Board Policy BDC).

VIII. New Business

Under this item, the Board can consider and vote on any business that could not have been foreseen or known about at the time the agenda was posted.

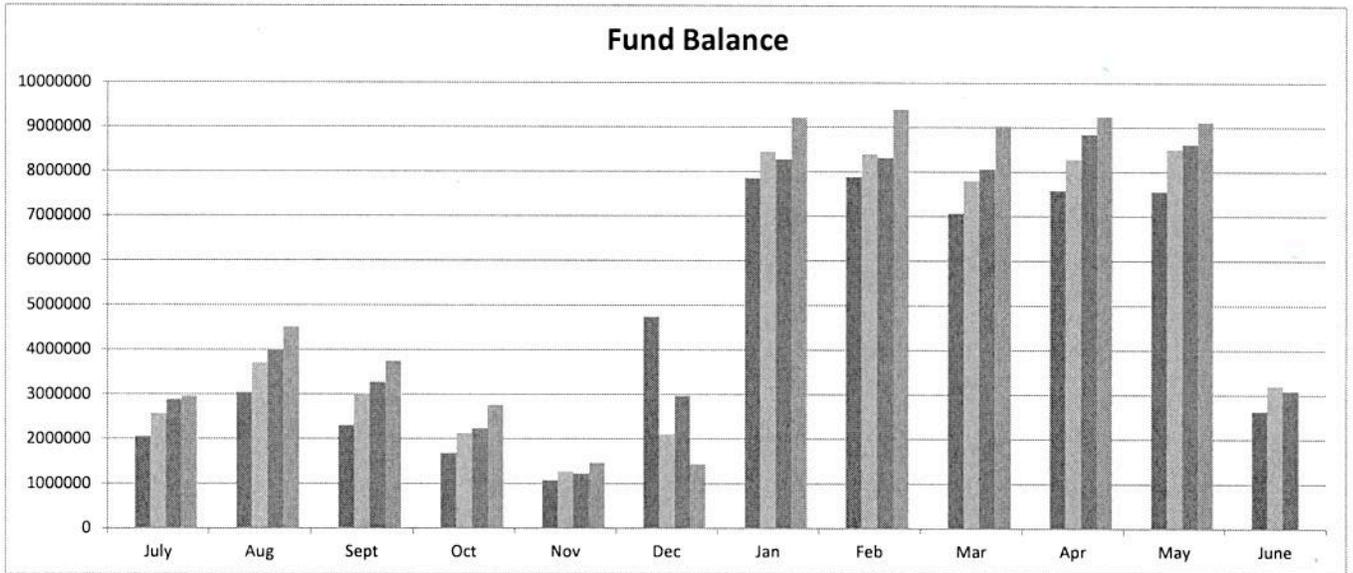
IX. Adjournment

If you need an interpreter or special accommodations for this meeting, please contact Ms. Laci Harris at (918) 336-8600 x 3522 to make such arrangements.

POSTED on on the school district's website at bps-ok.org/home/district/boardofeducation in compliance with the Oklahoma Open Meeting Act at 5:30 p.m., June 12, 2020, by Laci L. Harris, Minutes Clerk of the Board.

**Bartlesville Public Schools
General Fund Cash Flow/Fund Balance Analysis
Fiscal Years 2017-2020**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 17	2,054,856	3,041,830	2,298,765	1,680,316	1,069,570	4,745,656	7,849,201	7,876,475	7,069,604	7,578,339	7,556,031	2,637,570
FY 18	2,570,540	3,706,115	3,014,720	2,132,477	1,268,916	2,101,192	8,450,085	8,406,116	7,796,416	8,278,289	8,504,375	3,204,230
FY 19	2,890,607	3,976,395	3,277,405	2,234,762	1,231,621	2,965,714	8,275,893	8,317,878	8,061,282	8,848,145	8,627,565	3,093,101
FY 20	2,958,937	4,501,529	3,739,634	2,767,640	1,461,034	1,436,214	9,216,612	9,408,239	9,028,227	9,249,665	9,125,141	
FY20-FY19	68,330	525,134	462,229	532,878	229,413	(1,529,500)	940,719	1,090,361	966,945	401,520	497,576	



Bartlesville Public Schools
General Fund Cash Flow/Fund Balance Analysis

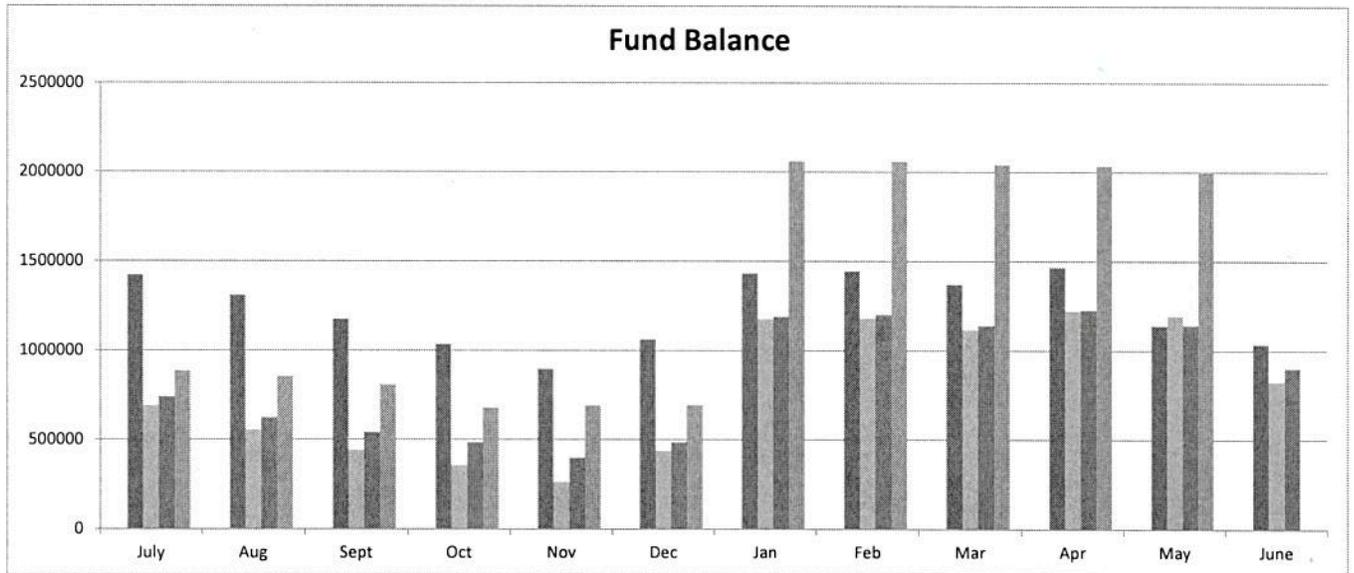
	<u>May</u>	<u>2019-20 Year to Date Total</u>	<u>Prior Year Year to Date Total</u>
Beginning balance	\$ 9,249,665	\$ 3,093,101	\$ 3,204,230
 <u>Revenue:</u>			
Local	382,897	11,227,508	11,059,252
County	44,497	1,276,660	1,204,456
State	2,651,256	25,123,199	23,746,759
Federal	162,668	2,952,186	2,795,104
Other sources	120	55,361	51,962
	<u>3,241,438</u>	<u>40,634,914</u>	<u>38,857,533</u>
 Total cash available	 12,491,103	 43,728,015	 42,061,763
 <u>Requirements:</u>			
Salaries	2,257,778	21,703,236	21,303,052
Benefits	789,073	7,518,549	7,185,384
Professional services	19,136	341,217	277,994
Property services	209,518	2,156,537	1,570,399
Other purchased services	7,049	741,964	847,363
Supplies & materials	79,838	1,653,877	1,849,716
Property	3,467	454,139	314,430
Other uses	103	33,355	85,860
	<u>3,365,962</u>	<u>34,602,874</u>	<u>33,434,198</u>
 Ending balance	 <u>\$ 9,125,141</u>	 <u>\$ 9,125,141</u>	 <u>\$ 8,627,565</u>

**Bartlesville Public Schools
General Fund Revenue Detail**

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	2019-20 Total
1110 Ad valorem tax - current	22,772.13						7,692,292.52	596,883.38	162,345.83	857,575.89	282,641.72		10,241,693.78
1121-1122 Ad valorem tax - prior	9,016.82	63,058.11	18,062.24	18,541.04	7,035.33	3,274.92	10,594.81	21,270.19	9,377.95	69,986.86	3,369.47		233,587.74
1130 In lieu of tax								911.26	531.57	223.26			1,666.09
1213-1214 Testing fees	1,188.76	603.75	216.88	376.88		841.25	1,557.88	645.63	437.50	15,027.00	851.25		6,719.78
1230-1290 Tuition	4,643.61	100.00				15,027.00					26,782.00		61,579.61
1310 Interest on investments	8,323.43	11,886.54	19,820.65	17,447.34	8,702.20	8,160.98	26,247.80	32,800.19	27,090.22	17,717.80	57,854.07		236,051.22
1352 Interest on unapport. Tax	750.74	542.66	653.86	543.19	563.09	420.42	595.11	2,300.28	1,771.02	898.62	974.87		10,013.86
1410 Rent	2,725.00	500.00	1,250.00	2,500.00							1,475.00		9,700.00
1460 Sale of equipment	485.76								3,794.01				485.76
1510													
1530 Damage recovery		80.00											80.00
1580 Activity trip reimb	2,036.86	1,790.39	288.00	3,986.60	1,804.63	9,119.44	1,420.02	3,485.42	467.38	180.50	18,968.94		43,548.18
1590 Miscellaneous reimb	270.00	911.13	212.62	90.00	7,343.79	2,991.76	289.72	143.89	298.91	2,609.97	45.00		15,206.79
1610 Donations	16,500.00	1,000.00	12,675.20	27,100.00	20,816.95	9,500.00	49,100.00	60,662.79	173,322.31	500.00	51,676.88		422,854.13
1680 Refunds	58.74												58.74
1690 Miscellaneous		30.00	85.00	45.00	20.00			1,075.00					1,255.00
2100 County-wide 4-mill	5,870.82	7,726.04	2,290.78	2,287.91	1,147.96	66,429.51	790,584.40	89,815.86	20,549.51	114,900.60	37,383.81		1,138,987.20
2200 Mortgage tax	9,942.50	14,214.97	11,732.17	13,341.41	18,211.72	11,698.84	14,710.20	12,524.75	8,726.78	15,456.66	13,555.91		144,115.91
3110 Gross production tax	847.47	3,737.27	4,205.89	3,922.98	3,739.57	3,888.63	3,465.30	4,060.40	3,594.09	3,595.93	3,161.60		38,219.13
3120 Motor vehicle tax	234,101.88	254,672.12	245,842.09	225,099.02	236,363.42	202,133.26	240,019.89	233,710.47	201,467.46	253,453.54	206,737.56		2,533,600.71
3130 Rural electric tax	3,745.85	4,614.04	4,916.19	4,629.54	4,391.46	3,196.39	4,082.72	3,988.87	4,150.67	3,781.01	3,782.74		45,279.48
3140 State school land earnings	66,340.62	44,873.16	61,896.94	61,766.13	54,256.83	57,830.12	95,510.36	66,057.69	83,281.08	70,318.06	49,718.91		711,849.90
3150 Vehicle tax stamps	1,272.98	1,560.74	916.62	1,176.74	712.24	1,591.70	879.46	1,114.81	1,685.84	61.93	803.34		11,776.40
3160 Farm implement tax stamps		136.42	91.55	131.04	280.03	160.75	60.73	864.46	910.90	191.11	100.52		2,977.51
3190 Other				226.86									
3210 Foundation aid	1,559,640.00	1,949,549.00	1,949,549.00	1,754,595.00	1,754,595.00	1,754,595.00	1,748,445.00	1,753,570.00	1,753,570.00	1,753,569.00	1,860,034.00		17,642,161.00
3250 FBA	331,558.84	330,219.04	330,219.04	331,408.84	331,408.84	331,408.84	327,746.27	330,798.42	336,792.69	331,547.71	323,829.46		3,306,718.95
3310 Alternative education							70,251.32	35,125.66			32,127.31		137,504.29
3410 Professional development													
3412 NBCT Stipend							70,000.00						70,000.00
3415 Reading Sufficiency							86,252.02						86,252.02
3420 State textbooks							26,168.93						26,168.93
3430 Education matching			25,002.27	25,047.36	25,017.30	25,017.31	4,346.73	25,209.24	25,209.24	25,209.24	25,537.01		21,735.12
3440 Drivers education			4,346.73	4,346.73							4,346.75		6,680.00
3690 Other				6,680.00					14,833.85				14,833.85
3811 Vocational programs			1,830.00			10,830.00			1,830.00		2,000.00		16,490.00
3812 Vocational programs			19,950.00			19,950.00			19,950.00		3,756.00		63,606.00
3892 Oklahoma Lottery Fund							10,664.07						25,597.07
4140 Title VI	94,555.22				14,933.00			105,762.05					200,317.27
4210 Title I - Part A	385,489.87	9,387.32		104,646.32		177,591.42	3,982.19	107,194.38	111,905.87	211,726.94	194,628.05		1,306,552.36
4271 Title II	27.61	51,925.58		109,641.67		65,050.38		38,579.32	5,782.35	8,189.86	28,806.23		308,003.00
4281 Title III	5,796.46			12,151.94		7,970.03	3,341.20	156.49	5,851.72	2,992.77	4,639.60		42,900.21
4310 IDEA B - Special Education	274,206.49			92,603.55		193,803.56	94,125.60	95,900.40	92,830.42	93,717.98	91,389.40		1,028,577.40
4340 Preschool				4,965.67		9,931.12	4,965.56	54.96		1,309.45			21,281.72
4442 Title IV reimb		18,032.20				26,604.46	4,748.31		3,116.21	60.48	12,630.75		65,577.41
4470 Title VI - Indian Education				9,138.63		10,887.54	5,443.77	27,938.37	5,457.26				58,865.57
4480 Title IX - Homeless	3,245.84										9,001.71		12,247.55
4550 Johnson-O'Malley	26,649.17	17,072.37				21,649.06		6,675.58	6,736.89	7,508.73	17,241.88		86,461.31
4611 Title II - Adult Education													
4821 Carl Perkins													
5150 Child Nutrition		2,136.92	21.00	10,232.08	2,077.13	567.01	59.14	74.90	69.77	69.77	6,247.68		32,741.97
5160 Activity trip reimb		54.00		77.83	1,076.80	429.00	42.00	3,383.00	73.54	2,125.03	24.00		7,285.20
5600 Correcting entries	1,180,864.63	2,426,846.84	2,716,074.73	2,848,747.30	2,496,131.29	3,679,732.01	11,391,993.03	3,695,480.08	3,087,798.03	3,869,507.83	3,376,124.85		40,765,279.75

**Bartlesville Public Schools
Building Fund Cash Flow/Fund Balance Analysis
Fiscal Years 2017-2020**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 17	1,422,119	1,310,099	1,176,029	1,036,159	895,586	1,063,498	1,432,581	1,444,307	1,370,234	1,466,075	1,141,899	1,036,386
FY 18	690,969	557,279	441,261	355,618	262,410	438,909	1,178,466	1,179,411	1,116,072	1,222,821	1,194,523	825,836
FY 19	740,048	624,113	541,648	485,451	397,638	486,040	1,190,675	1,201,836	1,141,753	1,227,520	1,143,492	899,450
FY 20	885,140	853,862	808,023	680,579	691,925	694,312	2,060,540	2,058,167	2,040,158	2,033,537	1,994,515	
FY20-FY19	145,092	229,749	266,375	195,128	294,287	208,272	869,865	856,331	898,405	806,017	851,023	



Bartlesville Public Schools
Building Fund Cash Flow/Fund Balance Analysis

	May	2019-20 Year to Date Total	Prior Year Year to Date Total
Beginning balance	\$ 2,033,537	\$ 899,450	\$ 825,836
 <u>Revenue:</u>			
Local	35,612	2,051,716	1,441,305
County		-	
State		421	96
Federal		-	203
Other sources		1,364	1,251
	<u>35,612</u>	<u>2,053,501</u>	<u>1,442,855</u>
 Total cash available	 2,069,149	 2,952,951	 2,268,691
 <u>Requirements:</u>			
Salaries			
Benefits			
Professional services	3,776	42,510	13,214
Property services	63,412	738,683	584,746
Other purchased services		16,822	24,108
Supplies & materials	7,446	153,807	368,792
Property		-	
Other uses		6,614	134,339
	<u>74,634</u>	<u>958,436</u>	<u>1,125,199</u>
 Ending balance	 <u><u>1,994,515</u></u>	 <u><u>1,994,515</u></u>	 <u><u>1,143,492</u></u>



Planning Update 2020-21

BARTLESVILLE PUBLIC SCHOOLS



● Layers of protection

- Focus on feasible and reasonable precautions while recognizing that positive cases will occur throughout the academic year
 - Temperature screening stations as needed at each site
 - Personal protective equipment for students and staff (*next slide*)
 - Restrictions on large groups in confined interior spaces
 - Social distancing will be constrained by available space; most 6A districts face logistical constraints on alternate schedules
 - Most 3rd-party uses of facilities and campuses are suspended
- Students and staff who are uncomfortable should exercise blended/full-time virtual options

● Response Plan for when positive cases occur

- Multiple-day shutdown of affected site(s) for contact tracing and deep cleaning with Distance Learning via Chromebooks & hotspots (and packets when needed)
- Students and staff in affected classes would self-quarantine for 14 calendar days, but classes might resume at a site after deep cleaning, depending on guidance from Health Department



- **PPE from FEMA – Kary Cox, Washington Co. Emergency Management**
 - Disposable face masks, N95 face masks, gowns, gloves, anti-fog full face shields
- **BPSF – In-kind and Monetary Donations**
 - Anti-fog full face shields, washable face masks for employees, neck gaiters for students, plexiglass for reception & screening areas, hand sanitizing station refills, bottled hand sanitizer for classrooms & offices
- **Sodexo Facilities Management**
 - Installing more wall-mounted hand sanitizing stations
 - Providing site-refillable spray bottle of sanitizer for every classroom
 - Ordered additional sanitizing spray guns
 - Revising cleaning schedule
- **[PPE Staff Survey](#)**

Distance Learning Technology Update

Granger Meador



- 250 additional hotspots will be ordered using \$100,000 United Way/Phillips 66 grant
- Preparing 109 additional carts & almost 3,000 Chromebooks to go from six to eight shared Chromebook carts in each elementary school to a cart in every classroom
 - 3,200 Chromebook sleeves arrive in September
 - PreK–2nd Grade will use 6+ shared carts of spare Chromebooks until 2,200 touchscreen devices arrive in late September & can be deployed in October; use Early Childhood packets if shut-downs before then exhausts device supply pool
- New district & site websites and mobile app still under development
- Summer training stipends for Google Classroom & Canvas

Return to Learn for Elementary Schools

Dianne Martinez



- **Potential options for our return to school**

- Traditional start with appropriate precautions
- Hybrid or blended student schedule options
- Full time virtual learning options

- **Summer Planning**

- Curriculum work
- Training
- Virtual and Blended
- Staffing based on enrollment for virtual and blended

- **Google Classroom**

- Expectations for start of school
- Resources

- **Communication**

- with teachers, parents, students is key to success
 - Social distancing, etc...

Return to Learn for Secondary Schools

Jason Langham



- **Potential options for our return to school**

- Traditional start with appropriate precautions
- Hybrid or blended student schedule options
- Full time virtual learning options

- **Plan(s) for teachers and students in virtual learning**

- Flexibility!
- Rigor in both traditional and virtual learning options
- Time for teachers to adequately plan for both in-person and virtual instruction
- Challenges related to appropriate social distancing in activity courses/classes (Fine Arts and Athletics).

- **Student Perspectives**

- Equitable curricula in both in-person and virtual instruction
- Recorded lessons uploaded to Canvas and/or Google Classroom were very helpful

- **Parent Perspectives**

- Early communication about the importance of grades will be important
- Concern about student engagement when in virtual learning

Summer Activities

Thad Dilbeck



Starting June 15th

- 8 a.m. to 3 p.m. M-Th
- Non-sport specific strength and conditioning
- Indoor facility & weight room only; the locker rooms and other facilities are not available.
- Students will workout in groups no larger than 16 for one hour. Students will workout in the same group every day.
- Students and coaches will have their temperatures taken and answer health screening questions daily before entering the facility.
- Students must have masks. Masks will be worn when distancing isn't possible.
- Coaches are required to wear masks.
- Weight room racks and equipment will be sanitized after each group.



Bartlesville Public School District

2020-21 Academic Year Calendar



S M T W T F S

August 2020						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Aug.	September 2020					
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020					
	1	2	3	4	5
6	7	8	9	10	11
12	13	14	15	16	17
18	19	20	21	22	23
24	25	26	27	28	29
30	31				

Important Dates

Staff Orientation.....Aug. 10-12
 First Day of School.....Aug. 13
 Virtual Learning/Prof.Dev.....Aug. 21
 Virtual Learning/Prof. Dev.....Aug. 28
 Virtual Learning/Prof. Dev.....Sept. 4
 Labor Day.....Sept. 7
 End of 1st Qtr (41 days).....Oct. 9
 Fall Break.....Oct. 15-16
 Thanksgiving Break.....Nov. 23-27
 End of 2nd Qtr (43 days).....Dec. 18
 Winter Break.....Dec. 21-Jan. 1
 Classes Resume.....Jan. 4
 Professional In-Service Day.....Jan 18
 Professional In-Service Day.....Feb. 15
 End of 3rd Qtr (43 days).....March 5
 PK-12th Parent/Teacher Conf.....March 12
 Spring Break.....March 15-19
 Classes Reume.....March 22
 No School.....April 2
 End of 4th Qtr (47 days).....May 20
 School Commencement.....May 21
 Professional In-Service Day.....May 21

S M T W T F S

January 2021						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Jan.	February 2021					
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2021						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2021						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Note: All Inclement weather days will be Virtual Learning and/or Distance Learning days.

Symbol Chart

Non-School Day	□	Professional In-Service Day	◡
Parent-Teacher Conference	○	End of Nine-Week Period	☆
First/Last Day of Semesters	△	Virtual Learning	◌

(Proposed on June 9, 2020)



Laci L. Harris
Executive Assistant to the Superintendent
Community Relations Coordinator
Bartlesville Public Schools
(918) 336-8600 ext. 3522
HarrisLL@bps-ok.org

FOR IMMEDIATE RELEASE

Bartlesville Public Schools

The Bartlesville Public School District (Independent School District #30) serves over 6,000 students in Pre-Kindergarten through 12th Grade in Bartlesville, Oklahoma. The district has six elementary schools serving PreK-5th grade, two middle schools for grades 6-8, and one high school for grades 9-12. www.bps-ok.org

Bartlesville Public Schools receives donations from United Way and Phillip 66

Bartlesville, OK. (June 15, 2020) – Phillips 66 provided \$100,000 to the Bartlesville Regional United Way which in turn was granted to Bartlesville Public Schools. The funds will be used to purchase 250 cellular hotspots in July, bringing the total number owned by the district to 500. The devices help students gain internet access who do not have home internet service, allowing the students to successfully use a district-issued Chromebook should the student be in Distance Learning.

The grant recognizes the likelihood of some Distance Learning periods due to self-quarantines resulting from COVID-19. It includes cellular service for the hotspots for the entire 2020-21 academic year, and the devices will be useful in later academic years with the district paying for cellular service.

“We implemented the 2020 BRUW COVID-19 Impact Grant Program to assist area non-profits which are helping those who have been impacted by the global pandemic known as the coronavirus,” says Lisa Cary, president and CEO of the BRUW. “These are unprecedented and challenging times, and we want to make sure the United Way steps up to meet the needs of those in the communities we serve.”

“I am very grateful for Phillips 66’s very generous \$300,000 contribution to support frontline organizations that are responding to the pandemic efforts, including first responders, food banks, healthcare, education services, and other organizations serving the most vulnerable populations during this time.” Cary went on to say, supporting the Bartlesville Public School district in helping students with distant learning fits into BRUW’s mission of leading the fight to improve the Health, Education, and Financial Stability of every person in our communities.

Each hotspot provides 500 megabytes of data per day to allow students to submit online assignments, use online learning tools, and engage for limited periods of time in virtual conferencing with their teachers.

###

Press release https://docs.google.com/document/d/19c2Zly8uWLIAXpvsBH9HE-HYV_n1D7qYgnM6vMpJKcY/edit?usp=sharing

Change Order Listing

Options: Fund: 01-2019 BOND-GENERAL PROJ - BEA LEASE PURCHASE, Year: 2019-2020, ReferenceDate: Prior To Begin Date, Date Range: 5/15/2020 - 6/9/2020, PO Range: 1 - 27, Minimum Amount Change: \$10,000.00, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
14	12/18/2019	5694	MANHATTAN CONSTRUCTION COMPANY	BUILDINGS-267/268/FS/ESC	125,003.85
Non-Payroll Total:					\$125,003.85
Payroll Total:					\$0.00
Report Total:					\$125,003.85

Bartlesville Public Schools

Encumbrance Register

Year 2019-2020 Fund 11

11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
1369	06/01/2020	CCOSA, INC	REGISTRATION-000//SUPT/ESC REGISTRATION FOR 2020 CCOSA VIRTUAL SUMMER CONFERENCE FOR SUPERINTENDENT CHUCK MCCAULEY	200.00
1370	06/01/2020	ANTHONY WILLIAM TUCKER	REGISTRATION-000/CURR/ESC REIMBURSEMENT FOR REGISTRATION TO ATTEND THE VIRTUAL AP GOVERNMENT & POLITICS - U.S. JUNE 22, 2020	50.00
1371	06/01/2020	PAYNE EDUCATION CENTER	REGISTRATION-541/SS/ESC REGISTRATION FOR ST. JOHN TEACHER, HEATHER SCHUMACHER, TO ATTEND NAVIGATE KINDERGARTEN PROFESSIONAL DEVELOPMENT ONLINE TRAINING JUNE 15-16, 2020	775.00
1372	06/04/2020	CCOSA, INC	REGISTRATION-006/CURR/ESC REGISTRATION FOR THE 2020 CCOSA VIRTUAL SUMMER CONFERENCE ON JUNE 2 - 4, 2020 KERRY ICKLEBERRY	200.00

Report Total: \$1,225.00

Bartlesville Public Schools Encumbrance Register

Year 2019-2020 Fund 21

21-Building Fund

PO No	Date	Vendor	Description	Amount
18	06/01/2020	BARTLESVILLE EDUCATION AUTHORITY	INTEREST-ON-LEASE-PURCHASE-000/FS/ESC INTEREST PAYMENT ON LEASE PURCHASE REVENUE NOTE SERIES 2013	2,473.30

Report Total: \$2,473.30

Bartlesville Public Schools Encumbrance Register

Year 2019-2020 Fund 22

22-Child Nutrition Programs Fund

PO No	Date	Vendor	Description	Amount
47	06/04/2020	LOCKE SUPPLY	CLEAN/MAINT-SPLYS-385/CND/MMS FILTERS FOR ICE MACHINES	200.00

Report Total: \$200.00

Bartlesville Public Schools

Encumbrance Register

Year 2019-2020 Fund 37

37-Combined Purpose

PO No	Date	Vendor	Description	Amount
133	06/09/2020	CONSTRUCTIVE PLAYTHINGS	COCURR-SPLYS-000/CURR/ESC INSTRUCTIONAL MATERIALS AND SUPPLIES FOR PREK ADDITIONAL CLASSROOM PER LIST SHIPPING	1,732.83
134	06/09/2020	LAKESHORE EQUIPMENT COMPANY DBA	COCURR-SPLYS-000/CURR/ESC INSTRUCTIONAL MATERIALS AND SUPPLIES FOR NEW PREK CLASSROOM PER LIST \$5 FLAT RATE SHIPPING WITH CODE YCH815 SHIPPING	4,173.66
135	06/09/2020	LAKESHORE EQUIPMENT COMPANY DBA	COCURR-SPLYS-000/CURR/ESC INSTRUCTIONAL MATERIALS AND SUPPLIES FOR NEW PREK CLASSROOM PER LIST \$5 FLAT SHIPPING WITH CODE YCH815 SHIPPING	7,667.54

Report Total: \$13,574.03

Bartlesville Public Schools Encumbrance Register

Year 2019-2020 Fund 81

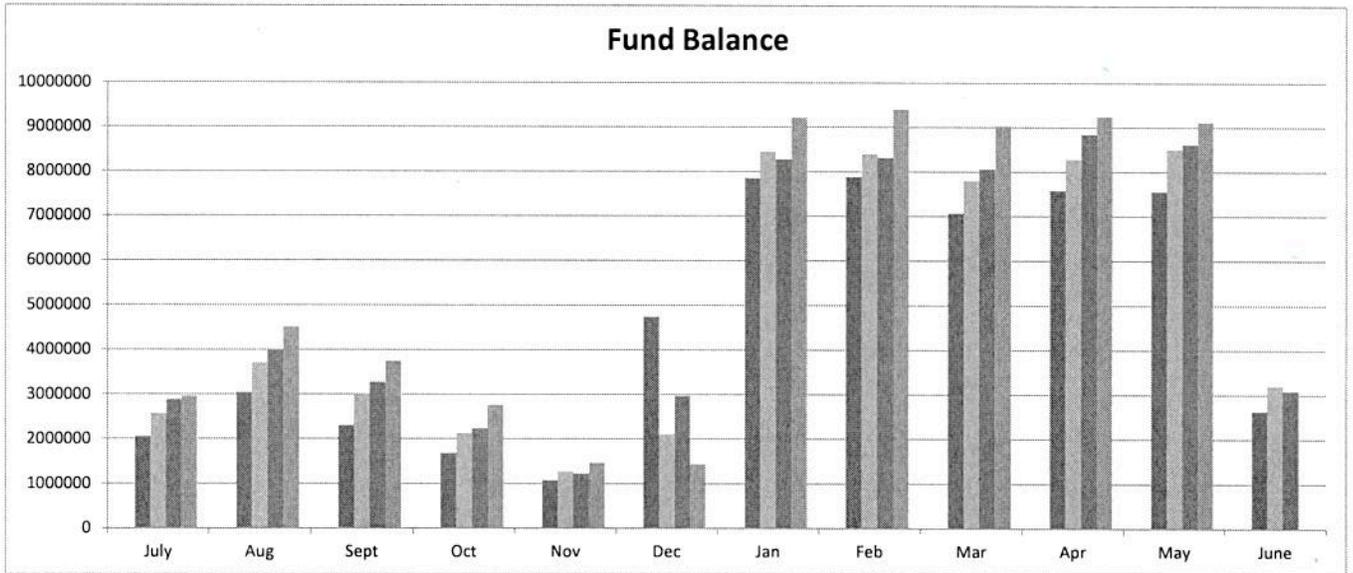
81-GIFTS FUND

PO No	Date	Vendor	Description	Amount
6	06/01/2020	ADYN PEUGH	SCHOLARSHIP-100/MMS BILL KIRKSEY AWARD FOR PE STUDENT OF THE YEAR 2019-2020	25.00
7	06/01/2020	ALLIE SCULLAWL	SCHOLARSHIP-100/MMS BILL KIRKSEY AWARD FOR PE STUDENT OF THE YEAR 2019-2020	25.00
8	06/04/2020	BROOKS LANGHAM	SCHOLARSHIP-194/TREAS/ESC BETTY TURK MEMORIAL LITERATURE AWARD	1,000.00
9	06/04/2020	TYLER BROOKS	SCHOLARSHIP-194/TREAS/ESC BETTY TURK MEMORIAL LITERATURE AWARD	1,000.00
10	06/04/2020	TAVIS DANES	SCHOLARSHIP-194/TREAS/ESC BETTY TURK MEMORIAL LITERATURE AWARD	1,000.00
11	06/04/2020	GABRIEL JACKSON	SCHOLARSHIP-194/TRES/ESC BETTY TURK MEMORIAL LITERATURE AWARD	1,000.00
12	06/04/2020	ALAN COVARRUBIAS	SCHOLARSHIP-155/TRES/ESC DARYL REESE MEMORIAL AWARD	500.00
13	06/04/2020	KURT KAUK	SCHOLARSHIP-145/TRES/ESC ERIC KRASE SCHOLARSHIP	600.00
14	06/04/2020	HALEY SWART	SCHOLARSHIP-107/TRES/ESC FRED & ROSEMARY QUINTANA MEMORIAL SCHOLARSHIP	200.00
15	06/04/2020	SPENCER HALES	SCHOLARSHIP-130/TREAS/ESC JEFF PORTER MEMORIAL SCHOLARSHIP	500.00
16	06/04/2020	TREASURER MAGANA	SCHOLARSHIP-160/TREAS/ESC JIMMY REID MEMORIAL SCHOLARSHIP	1,000.00
17	06/04/2020	SYDNEY PERRY	SCHOLARSHIP-196/TRES/ESC LOUIS R. SCHAFFER MEMORIAL SCHOLARSHIP	1,000.00
18	06/04/2020	BRENDAN WILLIAMS	SCHOLARSHIP-106/TREAS/ESC THOMAS B. REID MEMORIAL SCHOLARSHIP (FINAL AWARD - SCHOLARSHIP WILL BE CLOSED OUT AFTER THIS)	1,731.35

Report Total: \$9,581.35

**Bartlesville Public Schools
General Fund Cash Flow/Fund Balance Analysis
Fiscal Years 2017-2020**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 17	2,054,856	3,041,830	2,298,765	1,680,316	1,069,570	4,745,656	7,849,201	7,876,475	7,069,604	7,578,339	7,556,031	2,637,570
FY 18	2,570,540	3,706,115	3,014,720	2,132,477	1,268,916	2,101,192	8,450,085	8,406,116	7,796,416	8,278,289	8,504,375	3,204,230
FY 19	2,890,607	3,976,395	3,277,405	2,234,762	1,231,621	2,965,714	8,275,893	8,317,878	8,061,282	8,848,145	8,627,565	3,093,101
FY 20	2,958,937	4,501,529	3,739,634	2,767,640	1,461,034	1,436,214	9,216,612	9,408,239	9,028,227	9,249,665	9,125,141	
FY20-FY19	68,330	525,134	462,229	532,878	229,413	(1,529,500)	940,719	1,090,361	966,945	401,520	497,576	



Bartlesville Public Schools
General Fund Cash Flow/Fund Balance Analysis

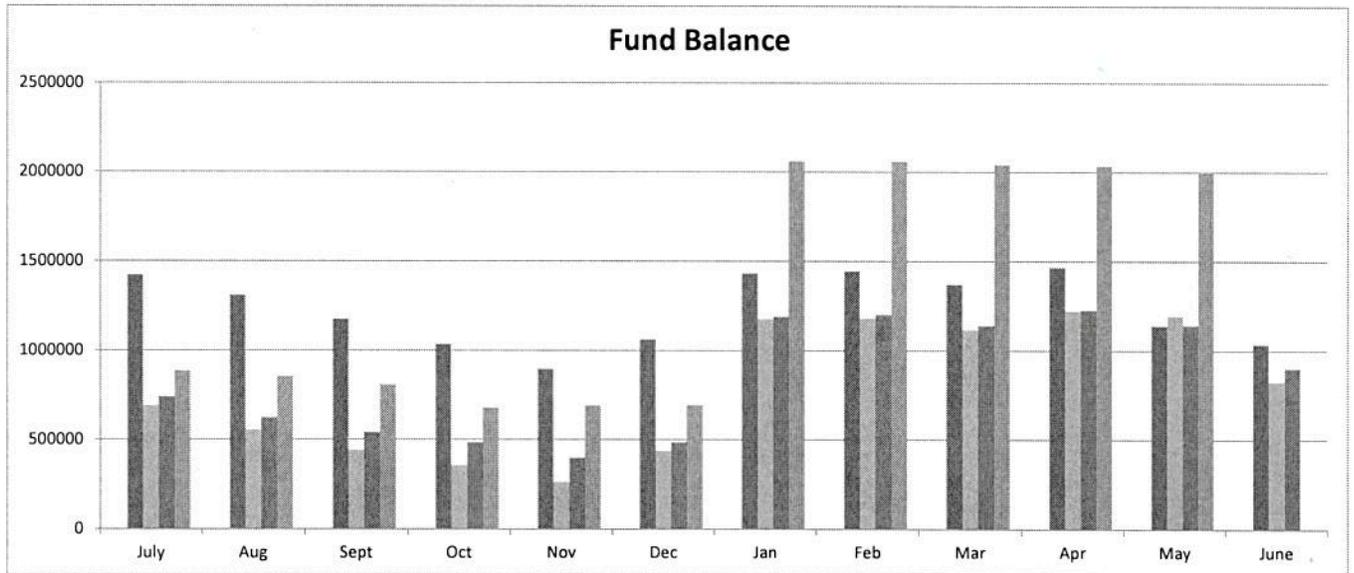
	<u>May</u>	<u>2019-20 Year to Date Total</u>	<u>Prior Year Year to Date Total</u>
Beginning balance	\$ 9,249,665	\$ 3,093,101	\$ 3,204,230
 <u>Revenue:</u>			
Local	382,897	11,227,508	11,059,252
County	44,497	1,276,660	1,204,456
State	2,651,256	25,123,199	23,746,759
Federal	162,668	2,952,186	2,795,104
Other sources	120	55,361	51,962
	<u>3,241,438</u>	<u>40,634,914</u>	<u>38,857,533</u>
 Total cash available	 12,491,103	 43,728,015	 42,061,763
 <u>Requirements:</u>			
Salaries	2,257,778	21,703,236	21,303,052
Benefits	789,073	7,518,549	7,185,384
Professional services	19,136	341,217	277,994
Property services	209,518	2,156,537	1,570,399
Other purchased services	7,049	741,964	847,363
Supplies & materials	79,838	1,653,877	1,849,716
Property	3,467	454,139	314,430
Other uses	103	33,355	85,860
	<u>3,365,962</u>	<u>34,602,874</u>	<u>33,434,198</u>
 Ending balance	 <u>\$ 9,125,141</u>	 <u>\$ 9,125,141</u>	 <u>\$ 8,627,565</u>

**Bartlesville Public Schools
General Fund Revenue Detail**

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	2019-20 Total
1110 Ad valorem tax - current	22,772.13												10,241,693.78
1121-1122 Ad valorem tax - prior	9,016.82	63,058.11	18,062.24	18,541.04	7,035.33	3,274.92	10,594.81	21,270.19	162,345.83	85,575.89	282,641.72	3,369.47	233,587.74
1130 In lieu of tax								911.26	531.57	223.26			1,666.09
1213-1214 Testing fees	1,188.76	603.75	216.88	376.88		841.25	1,557.88	645.63	437.50	15,027.00	851.25		655.38
1230-1290 Tuition	4,643.61	100.00				15,027.00							6,719.78
1310 Interest on investments	8,323.43	11,886.54	19,820.65	17,447.34	8,702.20	8,160.98	26,247.80	32,800.19	27,090.22	17,717.80	57,854.07		236,051.22
1352 Interest on unapport. Tax	750.74	542.66	653.86	543.19	563.09	420.42	595.11	2,300.28	1,771.02	898.62	974.87		10,013.86
1410 Rent	2,725.00	500.00	1,250.00	2,500.00							1,475.00		9,700.00
1460 Sale of equipment	485.76								3,794.01				485.76
1510													
1530 Damage recovery		80.00											80.00
1580 Activity trip reimb	2,036.86	1,790.39	288.00	3,986.60	1,804.63	9,119.44	1,420.02	3,485.42	467.38	180.50	18,968.94		43,548.18
1590 Miscellaneous reimb	270.00	911.13	212.62	90.00	7,343.79	2,991.76	289.72	143.89	298.91	2,609.97	45.00		15,206.79
1610 Donations	16,500.00	1,000.00	12,675.20	27,100.00	20,816.95	9,500.00	49,100.00	60,662.79	173,322.31	500.00	51,676.88		422,854.13
1680 Refunds	58.74												58.74
1690 Miscellaneous		30.00	85.00	45.00	20.00			1,075.00					1,255.00
2100 County-wide 4-mill	5,870.82	7,726.04	2,290.78	2,287.91	1,147.96	66,429.51	790,584.40	89,815.86	20,549.51	114,900.60	37,383.81		1,138,987.20
2200 Mortgage tax	9,942.50	14,214.97	11,732.17	13,341.41	18,211.72	11,698.84	14,710.20	12,524.75	8,726.78	15,456.66	13,555.91		144,115.91
3110 Gross production tax	847.47	3,737.27	4,205.89	3,922.98	3,739.57	3,888.63	3,465.30	4,060.40	3,594.09	3,595.93	3,161.60		38,219.13
3120 Motor vehicle tax	234,101.88	254,672.12	245,842.09	225,099.02	236,363.42	202,133.26	240,019.89	233,710.47	201,467.46	253,453.54	206,737.56		2,533,600.71
3130 Rural electric tax	3,745.85	4,614.04	4,916.19	4,629.54	4,391.46	3,196.39	4,082.72	3,988.87	4,150.67	3,781.01	3,782.74		45,279.48
3140 State school land earnings	66,340.62	44,873.16	61,896.94	61,766.13	54,256.83	57,830.12	95,510.36	66,057.69	83,281.08	70,318.06	49,718.91		711,849.90
3150 Vehicle tax stamps	1,272.98	1,560.74	916.62	1,176.74	712.24	1,591.70	879.46	1,114.81	1,685.84	61.93	803.34		11,776.40
3160 Farm implement tax stamps		136.42	91.55	131.04	280.03	160.75	60.73	864.46	910.90	191.11	100.52		2,977.51
3190 Other				226.86									
3210 Foundation aid	1,559,640.00	1,949,549.00	1,949,549.00	1,754,595.00	1,754,595.00	1,754,595.00	1,748,445.00	1,753,570.00	1,753,570.00	1,753,569.00	1,860,034.00		17,642,161.00
3250 FBA	331,558.84	330,219.04	330,219.04	331,408.84	331,408.84	331,408.84	327,746.27	330,798.42	336,792.69	331,547.71	323,829.46		3,306,718.95
3310 Alternative education							70,251.32	35,125.66			32,127.31		137,504.29
3410 Professional development													
3412 NBCT Stipend							70,000.00						70,000.00
3415 Reading Sufficiency							86,252.02						86,252.02
3420 State textbooks							26,168.93						26,168.93
3430 Education matching							4,346.73						4,346.73
3440 Drivers education													
3690 Other				6,680.00					14,833.85				6,680.00
3811 Vocational programs			1,830.00			10,830.00			1,830.00		2,000.00		14,833.85
3812 Vocational programs			19,950.00			19,950.00			19,950.00		3,756.00		16,490.00
3892 Oklahoma Lottery Fund							10,664.07						63,606.00
4140 Title VI	94,555.22				14,933.00								25,997.07
4210 Title I - Part A	385,489.87	9,387.32		104,646.32		177,591.42	3,982.19	105,762.05	111,905.87	211,726.94	194,628.05		200,317.27
4271 Title II	27.61	51,925.58		109,641.67		65,050.38		38,579.32	5,782.35	8,189.86	28,806.23		1,306,552.36
4281 Title III	5,796.46			12,151.94		7,970.03	3,341.20	156.49	5,851.72	2,992.77	4,639.60		308,003.00
4310 IDEA B - Special Education	274,206.49			92,603.55		193,803.56	94,125.60	95,900.40	92,830.42	93,717.98	91,389.40		42,900.21
4340 Preschool				4,965.67		9,931.12	4,965.56	54.96		1,309.45			1,028,577.40
4442 Title IV reimb		18,032.20		9,138.63		26,604.46	4,748.31	3,116.21		60.48	12,630.75		21,281.72
4470 Title VI - Indian Education						10,887.54	5,443.77	27,938.37	5,457.26				65,577.41
4480 Title IX - Homeless	3,245.84										9,001.71		58,865.57
4550 Johnson-O'Malley	26,649.17	17,072.37											12,247.55
4611 Title II - Adult Education													17,072.37
4821 Carl Perkins													86,461.31
5150 Child Nutrition													
5160 Activity trip reimb		2,136.92	21.00	10,232.08	2,077.13	567.01	59.14	74.90	69.77	69.77	6,247.68		32,741.97
5600 Correcting entries		54.00		77.83	1,076.80	429.00	42.00	3,383.00	73.54	2,125.03	24.00		21,485.63
	1,180,864.63	2,426,846.84	2,716,074.73	2,848,747.30	2,496,131.29	3,679,732.01	11,391,993.03	3,695,480.08	3,087,798.03	3,869,507.83	3,376,124.85		40,765,279.75

**Bartlesville Public Schools
Building Fund Cash Flow/Fund Balance Analysis
Fiscal Years 2017-2020**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 17	1,422,119	1,310,099	1,176,029	1,036,159	895,586	1,063,498	1,432,581	1,444,307	1,370,234	1,466,075	1,141,899	1,036,386
FY 18	690,969	557,279	441,261	355,618	262,410	438,909	1,178,466	1,179,411	1,116,072	1,222,821	1,194,523	825,836
FY 19	740,048	624,113	541,648	485,451	397,638	486,040	1,190,675	1,201,836	1,141,753	1,227,520	1,143,492	899,450
FY 20	885,140	853,862	808,023	680,579	691,925	694,312	2,060,540	2,058,167	2,040,158	2,033,537	1,994,515	
FY20-FY19	145,092	229,749	266,375	195,128	294,287	208,272	869,865	856,331	898,405	806,017	851,023	



Bartlesville Public Schools
Building Fund Cash Flow/Fund Balance Analysis

	May	2019-20 Year to Date Total	Prior Year Year to Date Total
Beginning balance	\$ 2,033,537	\$ 899,450	\$ 825,836
 <u>Revenue:</u>			
Local	35,612	2,051,716	1,441,305
County		-	
State		421	96
Federal		-	203
Other sources		1,364	1,251
	<u>35,612</u>	<u>2,053,501</u>	<u>1,442,855</u>
 Total cash available	 2,069,149	 2,952,951	 2,268,691
 <u>Requirements:</u>			
Salaries			
Benefits			
Professional services	3,776	42,510	13,214
Property services	63,412	738,683	584,746
Other purchased services		16,822	24,108
Supplies & materials	7,446	153,807	368,792
Property		-	
Other uses		6,614	134,339
	<u>74,634</u>	<u>958,436</u>	<u>1,125,199</u>
 Ending balance	 <u>1,994,515</u>	 <u>1,994,515</u>	 <u>1,143,492</u>

June 15, 2020 Personnel Report

Anderson, Kashia	Jane Phillips	Elementary Summer School Teacher	N/A	6/1/2020			
Anderson, Kashia	Jane Phillips	Elementary Summer School Teacher	N/A	7/6/2020			
Autry, Laci	Hoover	Virtual Elementary Summer School Teacher	N/A	5/28/2020			
Birk, Jessica	Jane Phillips	Elementary Summer School Teacher	N/A	6/1/2020			
Birk, Jessica	Jane Phillips	Elementary Summer School Teacher	N/A	7/6/2020			
Boyle, Heather	Hoover	Virtual Elementary Summer School Teacher	N/A	5/28/2020			
Brewer, Heidi	Jane Phillips	Elementary Summer School Teacher	N/A	6/1/2020			
Brewer, Heidi	Jane Phillips	Elementary Summer School Teacher	N/A	7/6/2020			
Bridges, Kelsey	High School	Middle School Summer Math Teacher	N/A	6/1/2020			
Bryant, Kelli	Hoover	Virtual Elementary Summer School Teacher	N/A	5/28/2020			
Carter, LaTori	Hoover	Virtual Elementary Summer School Teacher	N/A	5/28/2020			
Cunningham, Karla	Jane Phillips	Elementary Summer School Teacher	N/A	6/1/2020			
Cunningham, Karla	Jane Phillips	Elementary Summer School Teacher	N/A	7/6/2020			
Daniels, Amanda	Hoover	Virtual Elementary Summer School Teacher	N/A	5/28/2020			
Davis, Heather	High School	Middle School Summer School ELA Teacher	N/A	6/1/2020			
Diedrich, Camille	Jane Phillips	Elementary Summer School Teacher	N/A	6/1/2020			
Diedrich, Camille	Jane Phillips	Elementary Summer School Teacher	N/A	7/6/2020			
Hemphill, Donna	Jane Phillips	Elementary Summer School Teacher	N/A	6/1/2020			
Hemphill, Donna	Jane Phillips	Elementary Summer School Teacher	N/A	7/6/2020			
Hendrix, Amanda	High School	English Teacher	N/A	6/1/2020			
Heuertz, Sara	Madison	Special Education ESY Teacher	N/A	6/1/2020			
Heuertz, Sara	Madison	Special Education ESY Teacher	N/A	7/6/2020			
Hicks, Hillary	High School	Middle School Summer Math Teacher	N/A	6/1/2020			
James, Terri	Jane Phillips	Elementary Summer School Teacher	N/A	6/1/2020			
James, Terri	Jane Phillips	Elementary Summer School Teacher	N/A	7/6/2020			
Jones, Randall	High School	English Teacher	N/A	7/1/2020			
Keller, Theresa	High School	Science Teacher	N/A	6/1/2020			
Keller, Theresa	High School	Science Teacher	N/A	7/1/2020			
Langham, Sherry	Jane Phillips	Special Education ESY Teacher/Coordinator	N/A	6/1/2020			
Langham, Sherry	Jane Phillips	Special Education ESY Teacher/Coordinator	N/A	7/6/2020			
Lee, Jeannine	Jane Phillips	Elementary Summer School Teacher	N/A	6/1/2020			
Lee, Jeannine	Jane Phillips	Elementary Summer School Teacher	N/A	7/6/2020			
Martin, Lori	High School	Mathematics Teacher	N/A	6/1/2020			
Martin, Lori	High School	Mathematics Teacher	N/A	7/1/2020			
Reimer, Krista	Hoover	Virtual Elementary Summer School Teacher	N/A	5/28/2020			
Riley, Wendy	Jane Phillips	Elementary Summer School Teacher	N/A	6/1/2020			
Riley, Wendy	Jane Phillips	Elementary Summer School Teacher	N/A	7/6/2020			
Roberts, Brandy	Jane Phillips	Elementary Summer School Teacher	N/A	6/1/2020			
Roberts, Brandy	Jane Phillips	Elementary Summer School Teacher	N/A	7/6/2020			
Russ, Telithia	High School	Mathematics Teacher	N/A	7/6/2020			
Salzyn, Laura	Jane Phillips	Elementary Summer School Teacher	N/A	6/1/2020			
Salzyn, Laura	Jane Phillips	Elementary Summer School Teacher	N/A	7/6/2020			
Sloan, Cynthia	High School	Middle School Summer School ELA Teacher	N/A	6/1/2020			
Swanson, Elaine	High School	Middle School Summer School Science Teacher	N/A	6/1/2020			
Waldorf, Patty	High School	Middle School Summer School Social Studies Teacher	N/A	6/1/2020			
Wikel, Debra	Hoover	Virtual Elementary Summer School Teacher	N/A	5/28/2020			

MEMORANDUM

TO: BOARD OF EDUCATION
FROM: DAVID BOGGS
SUBJECT: DONATIONS
DATE: 6/9/20

Please accept the following donation our school district has received during the month of May.

1. Bartlesville United Way – COVID Response Donation	
Education Service Center	\$ 100,000.00
2. Bartlesville Community Foundation – Elementary Summer Tutoring	
Richard Kane Elementary	\$ 4,754.00
Hoover Elementary	\$ 3,000.00
Ranch Heights Elementary	\$ 3,000.00
Wayside Elementary	\$ 1,391.00
Wilson Elementary	\$ 3,000.00
Bartlesville High School	<u>\$ 1,200.00</u>
Receipt Total	\$ 115,145.00

Bartlesville Public Schools

Investment Ledger

Options: Funds: 11-59,81, Account Nos: , Investment Nos: , Date Range: 5/1/2020 - 5/31/2020, Exclude Investments Matured in Date Range: False, Exclude Investments Liquidated in Date Range: False

Fund: 11**Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	4/30/2020	5/31/2020	5/28/2020	\$2,001,803.15	0.500	\$2,001,803.15
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	5/28/2020	5/29/2020	5/29/2020	\$2,001,803.15	0.500	\$2,001,803.15
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	5/29/2020	6/30/2020		\$2,002,960.20	0.500	\$2,002,960.20
Total ICS ACCOUNT							\$2,002,960.20
Total AI 0111 REGENT BANK - ICS							\$6,006,566.50

Account: AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	4/30/2020	5/31/2020	5/28/2020	\$6,077,709.04	1.150	\$6,077,709.04
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	5/28/2020	5/29/2020	5/29/2020	\$6,077,709.04	1.150	\$6,077,709.04
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	5/29/2020	6/30/2020		\$6,092,995.40	0.750	\$6,092,995.40
Total ICS SAVINGS							\$6,092,995.40
Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS							\$18,248,413.48
Total Fund 11							\$24,254,979.98

Fund: 21**Account:** AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	4/30/2020	5/31/2020	5/28/2020	\$1,900,000.00	1.150	\$1,900,000.00
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	5/28/2020	5/29/2020	5/29/2020	\$1,900,000.00	1.150	\$1,900,000.00
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	5/29/2020	6/30/2020		\$1,900,000.00	0.750	\$1,900,000.00
Total ICS SAVINGS							\$1,900,000.00
Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS							\$5,700,000.00
Total Fund 21							\$5,700,000.00

Fund: 22**Account:** AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	4/30/2020	5/31/2020	5/28/2020	\$180,985.88	1.150	\$180,985.88
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	5/28/2020	5/29/2020	5/29/2020	\$180,985.88	1.150	\$180,985.88
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	5/29/2020	6/30/2020		\$181,167.92	0.750	\$181,167.92
Total ICS SAVINGS							\$181,167.92
Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS							\$543,139.68
Total Fund 22							\$543,139.68

Fund: 37**Account:** AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	4/30/2020	5/31/2020	5/28/2020	\$40,000.00	1.150	\$40,000.00
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	5/28/2020	5/29/2020	5/29/2020	\$40,000.00	1.150	\$40,000.00
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	5/29/2020	6/30/2020		\$40,000.00	0.750	\$40,000.00
Total ICS SAVINGS							\$40,000.00
Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS							\$120,000.00
Total Fund 37							\$120,000.00

Fund: 39**Account:** AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS	FNB VINITA - ICS TRANSACTION	4/30/2020	5/31/2020	5/28/2020	\$29,740.44	1.150	\$29,740.44

Investment Ledger

Options: Funds: 11-59,81, Account Nos: , Investment Nos: , Date Range: 5/1/2020 - 5/31/2020, Exclude Investments Matured in Date Range: False, Exclude Investments Liquidated in Date Range: False

ICS SAVINGS FNB VINITA - ICS TRANSACTION 5/28/2020	5/29/2020	5/29/2020		\$29,740.44	1.150	\$29,740.44
ICS SAVINGS FNB VINITA - ICS TRANSACTION 5/29/2020	6/30/2020			\$29,810.59	0.750	\$29,810.59
Total ICS SAVINGS						\$29,810.59
Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS						\$89,291.47
Total Fund 39						\$89,291.47

Fund: 41

Account: AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	4/30/2020	5/31/2020	5/28/2020	\$800,000.00	0.500	\$800,000.00
Total ICS ACCOUNT							\$800,000.00
Total AI 0111 REGENT BANK - ICS							\$800,000.00

Account: AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS FNB VINITA - ICS TRANSACTION 4/30/2020		5/31/2020	5/28/2020		\$9,435,704.56	1.150	\$9,435,704.56
ICS SAVINGS FNB VINITA - ICS TRANSACTION 5/28/2020		5/29/2020	5/29/2020		\$7,220,179.56	1.150	\$7,220,179.56
ICS SAVINGS FNB VINITA - ICS TRANSACTION 5/29/2020		6/30/2020			\$7,220,179.56	0.750	\$7,220,179.56
Total ICS SAVINGS							\$7,220,179.56
Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS							\$23,876,063.68
Total Fund 41							\$24,676,063.68

Fund: 81

Account: AI 0114 FIRST NATIONAL BANK OF VINITA ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS SAVINGS FNB VINITA - ICS TRANSACTION 4/30/2020		5/31/2020	5/28/2020		\$235,921.31	1.150	\$235,921.31
ICS SAVINGS FNB VINITA - ICS TRANSACTION 5/28/2020		5/29/2020	5/29/2020		\$235,921.31	1.150	\$235,921.31
ICS SAVINGS FNB VINITA - ICS TRANSACTION 5/29/2020		6/30/2020			\$236,158.60	0.750	\$236,158.60
Total ICS SAVINGS							\$236,158.60
Total AI 0114 FIRST NATIONAL BANK OF VINITA ICS							\$708,001.22
Total Fund 81							\$708,001.22
Total All Funds							\$56,091,476.03

MAY 2020

	GENERAL FUND	COOPERATIVE FUND	BUILDING FUND	CHILD NUTRITION	BOND FUND 37	BOND FUND 38	BOND INT FUND 39	SINKING FUND	GIFTS & ENDOW.	TOTALS
BEGINNING BALANCE	1,639,771.25	(17,163.64)	231,076.49	593,057.30	60,191.56	-	1,194.94	350,472.13	36,947.46	2,895,547.49
LOCAL SOURCES OF REVENUE	382,897.05		35,612.25	544.25	-	-	77.41	205,602.89	239.50	624,973.35
INTERMEDIATE SOURCES OF REVENUE	44,497.11		-	-	-	-	-	-	-	44,497.11
STATE SOURCES OF REVENUE	2,651,256.05	814.25	-	14,494.87	-	-	-	-	-	2,666,565.17
FEDERAL SOURCES OF REVENUE	162,667.53	13,533.73	-	251,626.60	-	-	-	-	-	427,827.86
TOTAL NEW RECEIPTS	3,241,317.74	14,347.98	35,612.25	266,665.72	-	-	77.41	205,602.89	239.50	3,763,863.49
INTER-FUND TRANSFERS	103.00	-	-	-	-	-	-	-	-	103.00
NON-REVENUE RECEIPTS	17.00	-	-	-	64,200.00	-	-	-	-	64,217.00
TOTAL COMBINED RECEIPTS	3,241,437.74	14,347.98	35,612.25	266,665.72	64,200.00	-	77.41	205,602.89	239.50	3,828,183.49
WARRANT PURCHASES (-)	(3,821,525.94)	(8,123.78)	(172,174.01)	(216,347.48)	(4,364.77)	-	-	(3,165,525.00)	-	(7,388,060.98)
INVESTMENTS MATURED (+)	8,079,512.19		1,900,000.00	180,985.88	40,000.00	-	29,740.44	10,235,704.56	235,921.31	20,701,864.38
C.D./AGENCY INVESTMENTS (-)	(8,095,955.60)		(1,900,000.00)	(181,167.92)	(40,000.00)	-	(29,810.59)	(7,220,179.56)	(236,158.60)	(17,703,272.27)
INTEREST INVESTMENTS (-)	-	-	-	-	-	-	-	-	-	-
MONEY MARKET INVESTMENT (-)	-	-	-	-	-	-	-	-	-	-
CORRECTIONS		-	-	-	-	-	-	-	-	-
ENDING BANK BALANCE	1,043,239.64	(10,939.44)	94,514.73	643,193.50	120,026.79	-	1,202.20	406,075.02	36,949.67	2,334,262.11
OUTSTANDING WARRANTS (-)	(14,054.23)	-	-	-	(2,109.79)	-	-	-	-	(16,164.02)
FUND EQUITY	1,029,185.41	(10,939.44)	94,514.73	643,193.50	117,917.00	-	1,202.20	406,075.02	36,949.67	2,318,098.09

Total collateral pledged

31,218,565.01

	BPS LEASE PURCHASE FUND 1	BPS LEASE PURCH/TRANS FUND 2	BEA LEASE PURCHASE FUND 4	BEA LEASE PURCHASE FUND 7
BEGINNING BALANCE	4,671,459.65	128,379.00	0.00	1,893,728.07
REBATES/CONTRIBUTIONS	-	-	-	-
DIVIDENDS/INTEREST	-	-	-	-
TOTAL NEW RECEIPTS	-	-	-	-
WARRANT PURCHASES (-)	(452,793.57)	-	-	(372,898.40)
ENDING BANK BALANCE	4,218,666.08	128,379.00	0.00	1,520,829.67
OUTSTANDING WARRANTS (-)	-	-	-	-
FUND EQUITY	4,218,666.08	128,379.00	0.00	1,520,829.67

Sara Vermeire 6/2/2020

Bartlesville Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 5/1/2020 - 5/31/2020

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 General Administrative	\$162,576.81	\$137.99	(\$19.95)	\$6,317.07	\$156,377.78	\$4,167.10	\$152,210.68
802 General Administrative Athletics	\$227,338.40	\$6,600.00	\$0.00	\$4,150.00	\$229,788.40	\$390.54	\$229,397.86
803 General Refund Account	\$1,870.23	\$547.91	\$0.00	\$0.00	\$2,418.14	\$0.00	\$2,418.14
804 AP Exams	\$26,836.41	\$0.00	\$0.00	\$0.00	\$26,836.41	\$24,364.00	\$2,472.41
805 Alternative High School	\$6,416.06	\$0.00	\$0.00	\$0.00	\$6,416.06	\$250.00	\$6,166.06
806 Tuition Clearing Acct	\$18,160.00	\$5,420.00	\$0.00	\$230.00	\$23,350.00	\$0.00	\$23,350.00
807 Art Club	\$1,342.25	\$0.00	\$0.00	\$0.00	\$1,342.25	\$0.00	\$1,342.25
809 Sports Broadcasting	\$521.64	\$0.00	\$0.00	\$0.00	\$521.64	\$0.00	\$521.64
811 Baseball Fund	\$145.01	\$0.00	\$0.00	\$0.00	\$145.01	\$0.00	\$145.01
813 Basketball Fund	\$1,692.11	\$0.00	\$0.00	\$0.00	\$1,692.11	\$0.00	\$1,692.11
821 Choral Club	\$1,915.81	\$0.00	\$0.00	\$0.00	\$1,915.81	\$0.00	\$1,915.81
824 Concessions	\$6,096.74	\$0.00	\$0.00	\$0.00	\$6,096.74	\$0.00	\$6,096.74
831 S.A.D.F.	\$3,090.40	\$0.00	\$0.00	\$0.00	\$3,090.40	\$0.00	\$3,090.40
832 Community of Caring	\$1,479.00	\$0.00	\$0.00	\$0.00	\$1,479.00	\$0.00	\$1,479.00
833 Drama	\$19,300.64	\$0.00	\$0.00	\$0.00	\$19,300.64	\$0.00	\$19,300.64
834 VisionQuest	\$104.50	\$0.00	\$0.00	\$0.00	\$104.50	\$0.00	\$104.50
835 BPS-FOUNDATION GRANTS	\$1,007.77	\$0.00	\$0.00	\$0.00	\$1,007.77	\$0.00	\$1,007.77
836 AGRICULTURAL EDUCATION	\$13,598.97	\$3,550.00	\$0.00	\$0.00	\$17,148.97	\$0.00	\$17,148.97
837 ENVIRONMENTAL CLUB	\$293.82	\$0.00	\$0.00	\$0.00	\$293.82	\$0.00	\$293.82
839 BHS SPED	\$1,381.00	\$0.00	\$0.00	\$0.00	\$1,381.00	\$0.00	\$1,381.00
840 Exceptional Education Services	\$8,340.61	\$0.00	\$0.00	\$0.00	\$8,340.61	\$0.00	\$8,340.61
841 Business Prof of America	\$447.58	\$0.00	\$0.00	\$0.00	\$447.58	\$0.00	\$447.58
843 ATLAS	\$1,651.66	\$0.00	\$0.00	\$0.00	\$1,651.66	\$0.00	\$1,651.66
844 STEAM PROGRAM	\$3,940.52	\$0.00	\$0.00	\$0.00	\$3,940.52	\$3,200.00	\$740.52
845 French Club	\$227.74	\$0.00	\$0.00	\$0.00	\$227.74	\$0.00	\$227.74
867 Lady Bruins	\$275.62	\$0.00	\$0.00	\$0.00	\$275.62	\$0.00	\$275.62
868 Football	\$1,548.44	\$0.00	\$0.00	\$0.00	\$1,548.44	\$0.00	\$1,548.44
878 Music	\$4,292.32	\$0.00	\$0.00	\$147.25	\$4,145.07	\$0.00	\$4,145.07
880 Musical Production	\$22,136.87	\$0.00	\$0.00	\$0.00	\$22,136.87	\$0.00	\$22,136.87
881 National Honor Society	\$9,777.25	\$200.00	\$0.00	\$900.00	\$9,077.25	\$0.00	\$9,077.25
882 Newspaper	\$1,512.98	\$0.00	\$0.00	\$0.00	\$1,512.98	\$60.00	\$1,452.98
885 National Junior Honor Society	\$1,431.80	\$0.00	\$0.00	\$0.00	\$1,431.80	\$0.00	\$1,431.80
887 Orchestra	\$1,595.54	\$0.00	\$0.00	\$0.00	\$1,595.54	\$0.00	\$1,595.54
889 BHS BAND	\$373.86	\$0.00	\$0.00	\$0.00	\$373.86	\$0.00	\$373.86
895 Pictures	\$716.61	\$0.00	\$0.00	\$0.00	\$716.61	\$0.00	\$716.61
915 Service Club	\$728.77	\$0.00	\$0.00	\$0.00	\$728.77	\$0.00	\$728.77
917 Spanish Club	\$366.53	\$0.00	\$0.00	\$0.00	\$366.53	\$0.00	\$366.53
919 Speech Program	\$2,622.97	\$30.00	\$0.00	\$123.00	\$2,529.97	\$0.00	\$2,529.97
922 Staff Development-In-Service	\$1,505.87	\$0.00	\$0.00	\$0.00	\$1,505.87	\$0.00	\$1,505.87
926 Student Council	\$30,990.20	\$0.00	\$0.00	\$4,937.60	\$26,052.60	\$80.00	\$25,972.60
939 Science Olympiad	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00
950 Dance Club	\$347.71	\$0.00	\$0.00	\$0.00	\$347.71	\$0.00	\$347.71
960 Technology Student Assoc (TSA)	\$2,437.96	\$0.00	\$0.00	\$0.00	\$2,437.96	\$0.00	\$2,437.96
962 Science Trek Club	\$5,817.31	\$0.00	\$0.00	\$0.00	\$5,817.31	\$0.00	\$5,817.31
966 Wrestling	\$385.48	\$0.00	\$0.00	\$0.00	\$385.48	\$0.00	\$385.48
970 TECHNOLOGY SUPPORT TEAM	\$43,788.82	\$30.00	\$0.00	\$9,928.45	\$33,890.37	\$12,704.25	\$21,186.12
971 Golf	\$1,709.92	\$0.00	\$0.00	\$0.00	\$1,709.92	\$0.00	\$1,709.92
973 Cross Country	\$123.13	\$0.00	\$0.00	\$0.00	\$123.13	\$0.00	\$123.13
977 Soccer	\$50.66	\$0.00	\$0.00	\$0.00	\$50.66	\$0.00	\$50.66
986 Counselors' Special Fund	\$306.68	\$0.00	\$0.00	\$0.00	\$306.68	\$0.00	\$306.68
990 Yearbook	\$10,634.81	\$2,031.00	\$0.00	\$1,826.15	\$10,839.66	\$0.00	\$10,839.66
992 Leadership	\$2,085.61	\$0.00	\$0.00	\$0.00	\$2,085.61	\$0.00	\$2,085.61
993 Academic Team	\$140.00	\$0.00	\$0.00	\$0.00	\$140.00	\$0.00	\$140.00
994 Archery Club	\$349.32	\$0.00	\$0.00	\$0.00	\$349.32	\$0.00	\$349.32
995 Homeless Student Assistance	\$1,074.58	\$0.00	\$0.00	\$0.00	\$1,074.58	\$0.00	\$1,074.58
996 Bruin Logo	\$15,935.80	\$206.85	\$0.00	\$0.00	\$16,142.65	\$0.00	\$16,142.65
997 Back To School Rally	\$600.87	\$0.00	\$0.00	\$0.00	\$600.87	\$0.00	\$600.87

Bartlesville Public Schools
Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 5/1/2020 - 5/31/2020

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Total	\$675,939.97	\$18,753.75	(\$19.95)	\$28,559.52	\$666,114.25	\$45,215.89	\$620,898.36

Bartlesville Public Schools Encumbrance Register

Year 2019-2020 Fund 01

01-2019 BOND-GENERAL PROJ - BEA LEASE PURCHASE

PO No	Date	Vendor	Description	Amount
28	05/28/2020	CURTIS RESTAURANT SUPPLY	APPLIANCES/FURN/FIX-261/MADISON CAFETERIA SERVING EQUIPMENT AT MADISON MIDDLE SCHOOL BIDS MAY 06, 2020	118,072.00
29	05/28/2020	KSL DIRTWORKS LLC	OTHER-CONSTRUCT-SRVCS-263/RH/CENTRAL BLANKET PO FOR PARKING LOT EXPANSION AT RANCH HEIGHTS AND ACCESS ROAD AT CENTRAL MIDDLE SCHOOL BIDS MAY 06, 2020	113,901.00
30	06/02/2020	MAC SYSTEMS INC	OTHER-CONSTRUCT-SRVCS-267/268/FS/ESC BLANKET PO FOR FIRE PROTECTION SYSTEM FOR PRESS BOX AND VO-AG BUILDING ADDITIONS PER PROPOSAL DATED 05/26/2020	14,104.00
31	06/09/2020	DAN J KELEHER JR PLLC	ARCHITECTURAL-SRVCS-253/FS/ESC BLANKET PO FOR ARCHITECTURAL/ENGINEERING FEES FOR CURTAINS AND RIGGING PROJECTS	3,500.00

Report Total: \$249,577.00

Bartlesville Public Schools Encumbrance Register

Year 2019-2020 Fund 02

02-2019 BOND-TRANSPORTATION - BEA LEASE PURCHASE

PO No	Date	Vendor	Description	Amount
4	05/28/2020	PATRIOT AUTO GROUP LLC	OTHER-VEHICLES-011/AG PROG 2020 CHEVROLET SUBURBAN FOR NEW AG TEACHER	39,646.28

Report Total: \$39,646.28

Bartlesville Public Schools

Encumbrance Register

Year 2019-2020 Fund 07

07-2016 BPS LEASE PURCHASE

PO No	Date	Vendor	Description	Amount
133	06/08/2020	BRANDADVANTAGE	TECH-RLDT-SPLYS-019/TECHNOLOGY/ESC STOCK BOOKSLEEVE NEOPRENE CARRYING CASE FOR 11" CHROMEBOOKS PER QUOTE	24,000.00
134	06/09/2020	LAKESHORE EQUIPMENT COMPANY DBA	FURN & FIX-000/CURR/ESC INSTRUCTIONAL MATERIALS, SUPPLIES, AND FURNITURE FOR NEW PREK CLASSROOMS SEE LIST SHIPPING \$5 FLAT RATE SHIPPING WITH CODE YCH815	2,313.55
135	06/09/2020	SCHOOL SPECIALTY INC.	FURN & FIX-000/CURR/ESC INSTRUCTIONAL MATERIALS AND SUPPLIES FOR NEW PREK CLASSROOMS PER CART # 1002439995 SHIPPING	3,896.80
136	06/09/2020	LAKESHORE EQUIPMENT COMPANY DBA	FURN & FIX-000/CURR/ESC INSTRUCTIONAL MATERIALS AND SUPPLIES FOR NEW PREK CLASSROOMS AND FURNITURE PER LIST SHIPPING \$5 FLAT RATE SHIPPING WITH CODE YCH815	8,342.32
137	06/09/2020	SCHOOL SPECIALTY INC.	FURN & FIX-000/CURR/ESC INSTRUCTIONAL MATERIALS AND SUPPLIES FOR NEW PREK CLASSROOMS FURNITURE SHIPPING PER LIST	7,793.61

Report Total: \$46,346.28

AGREEMENT

THIS AGREEMENT is made this 15th day of June, 2020 by and between **INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA a/k/a Bartlesville Public Schools** (School District) and **K-9 NARCOTICS DETECTION, LLC (K9ND)**, an Oklahoma Corporation (Provider).

RECITALS:

- A. School District desires to obtain drug sniffing dog services so that drug searches may be performed on school property.
- B. Provider desires to provide the drug sniffing dog services to the School District pursuant to the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein to be legally bound, the School District and Provider agree as follows:

1. Services: Provider agrees to provide an average of eight (8) hours of services per week for a total of 288 hours during the term of this Agreement. Regular search services will be provided at the locations and on dates to be set by the Superintendent or designee. In addition to regularly scheduled searches, the Provider agrees to respond, in emergencies or under special circumstances, within four (4) hours of receipt of a request for services from the Superintendent or the Superintendent's designee.
2. Compensation: The School District agrees to pay an annual fee of \$14,500 for Provider's services during the term of this Agreement. This fee shall be payable in ten (10) monthly installment payments of \$1,450 per month beginning on September 15, 2020. Services requested by the Superintendent in excess of 288 hours will be billed and paid at the rate of \$50 per hour per dog.
3. Areas and Duration of Searches: Each drug sniffing dog search shall last no longer than four (4) hours. The areas of School District property to be searched will be identified by the Superintendent or the Superintendent's designee. These areas may include, but are not limited to, student lockers, locker rooms, restrooms, parking areas, school yards and any other areas where prohibited substances could be stored, hidden, placed or be found
4. Drug Dog: Any drug sniffing dog that is used to provide services under this Agreement must conform to the following requirements:
 - a. The drug dog and the handler of the dog used must be properly certified under Oklahoma law;
 - b.

The drug dog will only be handled by the handler with whom the drug dog has been certified.

- c. The Provider must maintain proper training and working logs for the drug dog;
- d. The drug dog must be reliable in alerting only on prohibited substances;
- e. The handler of the drug dog must be reliable in recognizing alerts by the particular drug dog he/she is handling;
- f. The drug dog must have been trained using prohibited drugs and not using pseudo drugs;
- g. The drug dog must have been trained to only alert to the prohibited substances listed on attachment A: and
- h. The drug dog will be obedience trained, and lacking in vicious or aggressive behavior.
- i. The handler will Communicate with one or more of the following personnel:

LaDonna Chancellor, Jason Langham, Matt Hancock, Kevin Brown, Eliot Smith, Mandy Lumbley, Joseph Eidson, Michael Harp, Keri Gardner, Dianne Martinez, Ken Copeland, Chanda Myers, Tammie Krause, Rene Burns, Lola Imhoff, Morgan Axsom, Kerry Ickleberry, Stephanie Curtis, Staci Bankston and Chuck McCauley.

- 5. Reports: The provider shall submit a written report to the School District after each search when contraband is found. In addition, if the School District is involved in any type of a legal, administrative or other proceeding, included but not limited to, administrative hearings, due process hearing, mediation, arbitration or litigation, involving a search performed pursuant to this Agreement, the Provider agrees to voluntarily cooperate with School District free of charge, including but not limited to, providing documents, testimony or affidavits from Provider or any employees of Provider.
- 6. Terms: This contract is for the 2020 - 2021 school year only and will expire by its terms on June 30, 2021 unless either party gives 30-day notice of intent to discontinue. Failure to follow terms of this contract will be cause for immediate termination.

7. Billing: Provider shall submit a monthly invoice to the School District signed by the Provider setting out the monthly fee and providing a total of all hours spent on searches or other billable services for the month. Each invoice shall also contain a cumulative total of hours spent during the term of this Agreement.
8. Insurance and Indemnity: Before providing any service under this Agreement, Provider shall furnish the School District with a certificate of public liability insurance coverage, naming the School District as co-insured, in minimum amounts of \$125,000 for a single injury, \$1,000,000 for multiple injuries resulting from one occurrence and \$25,000 property damage coverage. The certificate shall require at least ten (10) days notice to the School District before cancellation of coverage for any reason. Provider agrees to maintain said liability coverage in force during the entire term of this Contract. In addition to such insurance, and not in lieu thereof, Provider agrees to indemnify and hold School District and its agents, employees and officers harmless (including defense costs) against any claim, demand or action arising from or growing out of Provider's performance of its services hereunder.
9. Execution: This instrument has been made and executed in Washington County, Oklahoma, and shall be interpreted, construed and enforced in accordance with the laws of the State of Oklahoma and before the courts of the State of Oklahoma.
10. Miscellaneous: This Agreement shall constitute the entire agreement of the parties, and may only be modified in a writing signed by both parties. Neither party shall assign this Agreement.

Executed this ____ day of June, 2020.

ATTEST:

**INDEPENDENT SCHOOL DISTRICT NUMBER 30
Of Washington County, Oklahoma**

Clerk of the Board of Education

President of the Board of Education

"School District"

K-9 Narcotics Detection LLC (K9ND)

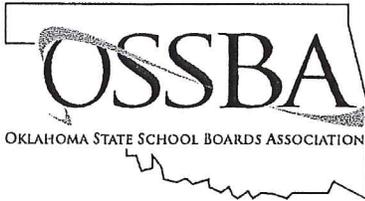
By:

"Provider"

ATTACHMENT A

Prohibited Substances

1. Heroin
2. Cocaine
3. Marijuana
4. Methamphetamine



**COMPREHENSIVE
EMPLOYMENT SERVICE AGREEMENT**

This Service Agreement is made this 15th day of June, 2020, by and between Bartlesville Public Schools (hereafter, "School") and Oklahoma State School Boards Association Employment Services Program (hereafter, "OSSBA ES").

The Board of Education of the School has voted to join the OSSBA Employment Services Program for the 2010-2021 school year and agrees to pay OSSBA an administrative fee in the amount equal to \$6.50 per employee multiplied by 784, which equals the number of School employees, for a total annual administrative fee of \$ 5,096.00 .

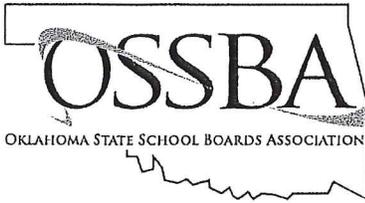
The administrative fee will be paid in exchange for employment related services provided by OSSBA, including but not limited to:

- 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 prudent management of School funds deposited in the School's OSSBA Employment Services Program Account;
- 5) Providing up-to-date Legislative and Administrative Law Updates to keep the School informed of changes that affect unemployment claims and costs; and
- 6) Providing opportunities for employment training and information.

Initial Deposit: Upon signing an initial Service Agreement, the School will make an initial deposit in order to establish an OSSBA Employment Services Program Account through which the OSSBA will pay any necessary unemployment claim payments and any other necessary payments to the OESC on the School's behalf. The funds in the Account shall at all times remain School funds.

Payment: During the term of this Service Agreement, not more than once each month, an amount will be deducted from the School's OSSBA Employment Services Program Account until the total annual administrative fee is paid in full.

Additional Deposits: In the event that a payment or deduction from the School's OSSBA Employment Services Program Account would deplete the Account to an amount



less than zero (0), the School will be required to make an additional deposit to replenish the Account prior to OSSBA making any payment to the OESC.

Withdrawal of Funds from OSSBA Employment Services Program Account: Because the funds in the School's OSSBA Employment Services Program Account remain School funds, the School may withdraw any or all funds from the Account upon providing written notice to the OSSBA.

Term of Agreement: This Service Agreement will be effective for the 2020-2021 fiscal year which ends on June 30, 2021. 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:

Dr. Shawn Hime, OSSBA Executive Director

_May 14, 2020_____
Date

School Board President or Designee

Date

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT FOR ADMINISTRATIVE SERVICES, including Appendix A (the "Agreement") is entered into as of July 1, 2018 ("Effective Date") by and between Pension Solutions, Inc., an Oklahoma corporation ("PSI") and Independent School District Number 30 of Washington County, Oklahoma, 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").

WHEREAS, pursuant to a duly adopted resolution of the Board of Education for Independent School District Number 30 of Washington County, Oklahoma, ("Board of Education," the governing body of the District), the District has approved the adoption and subsequent restatement(s) of the Bartlesville Public Schools 403(b) Plan (previously titled the Independent School Dist #30 (Bartlesville) 403(b) Plan and hereinafter referred to as 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 (for the purpose of this Agreement, "Plan Administrator" and "Plan Manager" shall have the same meaning) 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; 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 of Education 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 Section 408(b)(2) of Employee Retirement Income Security Act of 1974 ("ERISA").

NOW THEREFORE, the District, the Plan Sponsor, the 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 Plan Administrator 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 Plan Administrator 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 Appendix A. In addition to the fees set forth in this Agreement, the Plan Administrator 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 Appendix A, "Extraordinary Services," or pursuant to an agreement for additional services outside the scope of this Agreement, which may be entered into by the Plan Administrator and PSI for mutually agreed upon fees and costs.

The Plan Administrator acknowledges that PSI may also receive compensation indirectly ("Indirect Compensation") from sources other than the Plan Administrator or from Plan assets in connection with the Services as described in Appendix A. Any Indirect Compensation received by PSI shall be in addition to and separate from the fees payable pursuant to Appendix A. 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 Appendix A. In addition to continuing monthly, quarterly, semi-annual, or annual fees referenced on Appendix A, 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 Appendix A and deduct such late fees and any amounts owed from the Plan assets.

3. Term

This Agreement is effective from July 1, 2018 to June 30, 2019. Subsequent annual renewals must be approved by the Board of Education in accordance with applicable state law. Either party may terminate this Agreement upon written notice of not less than thirty (30) days. 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 Plan Administrator 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 Plan Administrator 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 Plan Administrator will provide the information requested by PSI within thirty (30) days after unless specifically stated otherwise or required by governing law.

6. Responsibilities of Plan Administrator

- (a) The Plan Administrator represents that it is the primary fiduciary for the control and management of the assets of the Plan, including, without limitation, 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 Plan Administrator may elect to have certain fees for the Services deducted from Plan assets, and it is the responsibility of the Plan Administrator to determine whether Plan assets may be used to pay any fee. The Plan Administrator further represents that an unsigned copy of this Agreement, which includes Appendix A (which are intended to provide certain fee disclosures under Section 408(b)(2) of ERISA), was provided reasonably in advance of the date of the Plan Administrator's entering into this Agreement although such disclosures may not be applicable to the Plan.
- (b) The Plan Administrator will provide PSI with requested information on a timely basis. PSI will rely on information provided by the Plan Administrator 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 Plan Administrator, 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 Plan Administrator will be subject to additional fees. Information and data requested by PSI shall be provided by the Plan Administrator 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 Plan Administrator 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 Plan Administrator 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 Appendix A, 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 Plan Administrator 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 Plan Administrator will be responsible for ensuring PSI is authorized to conduct business on behalf of the Plan Administrator 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 Plan Administrator shall provide PSI a census of all Plan participants within thirty (30) days of the end of the Plan Sponsor'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 the 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 employee or prior employees with plan assets with the Custodian and/or prior recordkeeper, custodian, or annuity provider. In addition, the Plan Administrator is to provide PSI Census Information regarding all new enrollees in the Plan.
- (h) Due to the Plans' prior recordkeepers, custodians, and annuity providers, it is important that the Plan Sponsor provide a plan participant's phone number and email address along with the completion of any necessary forms. The Plan Administrator 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 Plan Administrator and/or Plan Sponsor. Other entities owned by the Plan Administrator and/or Plan Sponsor or by the owners of the entities may also affect the Plan. The Plan Administrator 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 Plan's custodian ("Custodian"), 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 Custodians' website to facilitate administration and benefit payments.
- (f) Serve as an authorized third party signatory to facilitate benefit payments with 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 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) Two (2) semi-annual meetings with Plan Administrator and such additional meetings as reasonably necessary in connection with the Services at rates contained in Appendix A.

8. Limitation on Liability and Indemnity Provisions

- (a) General. Plan Administrator 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 Plan Administrator or any other circumstances beyond the control of PSI. The District, the Plan Sponsor, and the Board of Education agree to ensure the performance of the Plan Administrator'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 Plan Administrator 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 Plan Administrator 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 Appendix A, "Extraordinary Services."

- (c) Non-representation. PSI is not a tax advisor; nor, the Plan Administrator. PSI will make recommendations to the Plan Administrator 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. The Plan Administrator may not amend or modify this Agreement except in writing signed by both parties. PSI may amend and modify this Agreement from time to time by providing not less than sixty (60) days advance written notice to the Plan Administrator; provided, however, that if the Plan Administrator objects to any such amendment or modification, it may exercise its termination rights under this Agreement.
- (b) Notice. Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the addresses set forth under the signatures of the parties or to such other address as either party may designate by notice in writing to the other.
- (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) 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.

(f) 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 PSI, the District, the Plan Sponsor, the Plan Administrator, the Plan, and/or the Board of Education that arises out of or relates to this Agreement shall be a court of competent jurisdiction in Oklahoma County, Oklahoma.

(g) Disclosures Required by DOL Reg. 2550.408b-2(c). 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 Client.

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

District:

Independent School District Number 30 of
Washington County, Oklahoma
1100 SW Jennings Avenue
Bartlesville, OK 74003

By: 

Dr. Stephanie Curtls, Executive Officer of
Personnel and School Support

Plan Sponsor:

By: 

David Boggs, Chief Financial Officer

Plan Administrator:

By: 

David Boggs, Chief Financial Officer

APPENDIX A

INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON, OKLAHOMA

BARTLESVILLE PUBLIC SCHOOLS 403(B) PLAN

ADMINISTRATION FEES AND FEES DISCLOSURE

I. EMPLOYER/SPONSOR PAID FEES

- **Installation/Conversion Services Fee - \$900 (Reduced to \$300 if census is provided electronically).** 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.
- **Extraordinary Services - \$85-\$250 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 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.
 - 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 audit of the Plan. The minimum fee charged for such Extraordinary Services is \$250 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.
 - Transfer of the Plan to a funding successor or termination of the Plan will incur a Deconversion Fee of \$200. This fee covers the cost of providing Plan records and acting as a liaison between the Plan Sponsor and the new funding provider.
 - 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

APPENDIX A

with jurisdiction to hear the subject matter as related to services provided by PSI pursuant to the Agreement for Administrative Services and this Appendix A.

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.

II. EMPLOYEE/PARTICIPANT PAID FEES

- **Plan Administration Fees - \$2.85 per month for each Plan Participant, and an annual fee of 0.05% of the Plan Assets.** Plan Administration Fees cover a portion of the costs associated with recordkeeping, communications, plan testing, applicable compliance testing, and participant statements. Plan Administration Fees are billed quarterly with the exception of an annual fee equal to 0.05% of the Plan assets, which amount (.0020833% of Plan assets) is deducted on a semi-monthly basis from participants' Plan assets (see Section III for additional details).
- **Transaction Based Fees.** Employee/Participant transaction based fees include the following:
 - Distribution Fee – \$75 will be deducted from the participant's account to process a distribution.
 - Loan Fee - \$125 will be deducted from the participant's account to process a loan.
- **Extraordinary Services - \$105 per hour for services rendered.**
 - Review of Qualified Domestic Relations Order (QDRO) and related services are billed to the participant and/or deducted from participant's Account.

III. 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. Pension Solutions, Inc. is the Designee/Authorized Representative. The payments are typically stated as a percentage of assets.

APPENDIX A

PENSION SOLUTIONS
COPY

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.
- **Reproduction of Documents Fee – \$0.25 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.

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.

Pension Solutions, Inc. is not a tax advisor or a Plan Administrator as defined in Employee Retirement Income Security Act of 1974, nor is Pension Solutions, Inc. 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 Pension Solutions, Inc. be relied upon in lieu of the advice and counsel of the Plan's certified public accountant or attorney. Pension Solutions, Inc. does not provide legal advice, including advice with regard to Internal Revenue Code and related regulations (United State 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).

Pension Solutions, Inc. 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 Pension Solutions, Inc.'s *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 Employer, Independent School District Number 30 of Washington, Oklahoma, in its capacity as both Plan Sponsor and Plan Administrator by Employer's Chief Financial Officer:

X 
David Boggs, Chief Financial Officer

Date: 1/29/19


Stephanie De Cuir 2/4/19
Ex. Director, Personnel +
School Support

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT FOR ADMINISTRATIVE SERVICES, including Appendix A (the "Agreement") is entered into as of July 1, 2018 ("Effective Date") by and between Pension Solutions, Inc., an Oklahoma corporation ("PSI") and Independent School District Number 30 of Washington County, Oklahoma (commonly referred to as Bartlesville School District or Bartlesville 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").

WHEREAS, pursuant to a duly adopted resolution, the Board of Education for Independent School District Number 30 of Washington County, Oklahoma (the "Board," the governing body for the District) has approved the adoption of the Bartlesville Public Schools 457(b) Plan, a deferred compensation plan (the "Plan"), which Plan was adopted in accordance with Section 457 of the Internal Revenue Code (the "Code") and applicable law regarding state and local qualified retirement plans; 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; and

WHEREAS, the District has named and appointed David Boggs as the fiduciary and trustee of the Plan (hereinafter referred to as the "Trustee"), which appointment may be rescinded at any time by the Board. Immediately upon separation of employment, David Boggs' appointment as trustee, as well as all rights and obligations shall terminate and become vested in the Board unless a successor trustee has been named; 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 26 U.S.C. 457, *et seq.*, and other applicable provisions the Code.

NOW THEREFORE, the District, the Plan Sponsor, the 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 third-party administrator for the Plan. PSI is not the Plan Administrator, as the term "plan administrator" is defined by the Plan and is not a fiduciary with respect to the Plan. The Plan Administrator 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 Plan Administrator 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 Appendix A. In addition to the fees set forth in this Agreement, the Plan Administrator 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 Appendix A, "Extraordinary Services," or pursuant to an agreement for additional services outside the scope of this Agreement, which may be entered into by the Plan Administrator and PSI for mutually agreed upon fees and costs.

The Plan Administrator acknowledges that PSI may also receive compensation indirectly ("Indirect Compensation") from sources other than the Plan Administrator or from Plan assets in connection with the Services as described in Appendix A. Any Indirect Compensation received by PSI shall be in addition to and separate from the fees payable pursuant to Appendix A. 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 Appendix A. In addition to continuing monthly, quarterly, semi-annual, or annual fees referenced on Appendix A, 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 Appendix A and deduct such late fees and any amounts owed from the Plan assets.

3. Term

This Agreement is effective from July 1, 2018 to June 30, 2019. Subsequent annual renewals must be approved by the Board of Education in accordance with applicable state law. Either party may terminate this Agreement upon written notice of not less than thirty (30) days. 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 Plan Administrator 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 Plan Administrator 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 Plan compliance. The Plan Administrator will provide the information requested by PSI within ten (10) days of PSI's request. PSI is not responsible for any delinquent filings, penalties, fines, or taxes that result from the failure of the Plan Administrator to timely provide PSI with the requested information or as the result of the suspension of the Services due to delinquent payment of any invoiced fees. PSI is not responsible for the performance of any of the Services until and unless the information requested is received by PSI.

6. Responsibilities of Plan Administrator

- (a) The Plan Administrator represents that it is the primary fiduciary for the control and management of the assets of the Plan, including, without limitation, the selection and monitoring of service providers for the Plan, interpretation of Plan provisions, evaluation of claims made by participants, eligibility of participants, ensuring the Plan complies with the applicable provisions of federal and state law, selection of any qualified default investment alternative, and all other plan administrator responsibilities. The Plan Administrator may elect to have certain fees for the Services deducted from Plan assets, and it is the responsibility of the Plan Administrator to determine whether Plan assets may be used to pay any particular fee. The Plan Administrator further represents that an unsigned copy of this Agreement and Appendix A serves as a disclosure of certain fees as of the date this Agreement was provided to the Plan Administrator. Furthermore, the Plan Administrator acknowledges that such fees may change from time to time.
- (b) As stated in Section 5 above, the Plan Administrator will provide PSI with requested information on a timely basis. PSI will rely on information provided by the Plan Administrator 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 Plan Administrator 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 Plan Administrator will be subject to additional fees. Information and data requested by PSI shall be provided by the Plan Administrator or its agents within ten (10) days or by the date referenced in PSI's request for information. The Plan Administrator will be responsible for all consequences, including but not limited to, penalties and/or sanctions imposed by local, state, and/or federal governing authorities, or applicable law.
- (c) The Plan Administrator shall provide PSI a census of all employees within thirty (30) days of the end of the Plan Sponsor's fiscal year regardless of any respective employee's eligibility to participate or actual participation in the Plan. Such census information shall include: each employee's first and last name; each employee's social security number; and, each employee's date of birth, date of hire, and as applicable the date of separation from employment ("Census Information"). For the purpose of this paragraph, "employee" shall include all employees and/or prior employees with plan assets with a prior recordkeeper, custodian, or annuity provider. In addition, the Plan Administrator is to provide PSI Census Information regarding all new enrollees in the Plan as soon as possible.

- (d) The Plan Administrator is responsible for ensuring that funds are actually contributed to the Plan's trust when required for tax deductibility, to satisfy the minimum funding standards for pension plans, and with respect to the timeliness of employee deferrals and loans deposited to the Plan required by the Department of Labor ("DOL"), if applicable. PSI has no obligation to monitor Plan contributions or to ensure that such contributions or loan payments are timely contributed to the Plan's trust.
- (e) PSI will prepare the applicable government reports pursuant to this Agreement, and the Plan Administrator will be responsible for the timely filing of reports with the appropriate government agency. The Plan Administrator acknowledges that failure to timely file any required government reports may result in penalties, which are the sole responsibility of the Plan Administrator.
- (f) Fees, costs, charges, additional contributions, refunds of employee deferrals, or any other penalties imposed by the Internal Revenue Service ("IRS"), DOL or other governing entity are the sole responsibility of the Plan Sponsor. In accordance with the fees and costs referenced on Appendix A, PSI may be engaged to represent the Plan during an examination conducted by applicable governing authorities or elective audits conducted by private auditing entities.
- (g) The Plan Administrator 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.
- (h) The Plan Administrator shall prepare or cause to be prepared the end-of-year tax forms required by law for reporting distributions and tax withholding, unless PSI is engaged in writing for an additional fee and receives written confirmation that a participant has received a distribution from the Plan.
- (i) The Plan's operation and tax qualification is affected by other plans sponsored by the Plan Administrator and/or Plan Sponsor. The Plan Administrator 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 Plan's recordkeeper ("Recordkeeper"), and completion of installation forms and documents.
- (b) Assistance with conversion of plan assets from another service provider (if applicable).
- (c) Data request and analysis of census data from Recordkeeper and Plan Administrator.
- (d) Reconcile trust asset information received from Recordkeeper, Custodian, Investment Advisor, and any other Related Retirement Service Provider and Plan Administrator on an annual basis.

- (e) Gather and download reports and materials related to preparation of required government filings, forms, and accountant's audit (if applicable).
- (f) Preparation of government forms, filings, and required schedules.
- (g) Routine required Plan compliance testing as applicable.
- (h) Assistance in the Plan Administrator's determination of participant eligibility, vesting and eligibility to receive employer contributions.
- (i) Interface with Recordkeeper's website to facilitate administration and benefit payments.
- (j) Interface with Plan Administrator to file required government reporting forms electronically.
- (k) Routine calls and inquiries relating to the Services.
- (l) Assisting with Plan Participant communication materials.
- (m) Assistance in processing benefit payments.
- (n) Preparation of plan design studies at request of Plan Sponsor or Plan Administrator.
- (o) Meetings with Plan Administrator (as reasonably necessary in connection with the Services).
- (p) Attendance at investment committee meetings (if necessary in connection with the Services).

8. Limitation on Liability and Indemnity Provisions

- (a) General. Plan Administrator 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 Plan Administrator or any other circumstances beyond the control of PSI. The District and Plan Administrator agree to ensure the performance of the Plan Administrator's obligations, responsibilities and duties contained in this Agreement, including the payment of fees and costs, 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.
- (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 Plan Administrator 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 Appendix A, "Extraordinary Services."

- (c) Non-representation. PSI is not a tax advisor; nor, the Plan Administrator as defined in ERISA. PSI will make recommendations to the Plan Administrator and District; 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. The Plan Administrator may not amend or modify this Agreement except in writing signed by both parties. PSI may amend and modify this Agreement from time to time by providing not less than sixty (60) days advance written notice to the Plan Administrator; provided, however, that if the Plan Administrator objects to any such amendment or modification, it may exercise its termination rights under this Agreement.
- (b) Notice. Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the addresses set forth under the signatures of the parties or to such other address as either party may designate by notice in writing to the other.
- (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) 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 ERISA and/or the third-party 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.

(f) 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 to the extent ERISA or another federal law preempts state law. The exclusive forum for any dispute between PSI, the District, the Plan Sponsor, the Plan Administrator, and/or the Plan that arises out of or relates to this Agreement shall be a court of competent jurisdiction in Oklahoma County, Oklahoma.

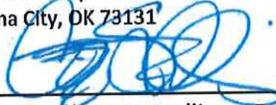
(g) Disclosures Required by DOL Reg. 2550.408b-2(c). The disclosures set forth in this Agreement constitute all of the disclosures required to be made by PSI pursuant to the provisions of 29 C.F.R. §2550.408b-2(c), regardless of whether this document is signed on behalf of the Client.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed and effective as of 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

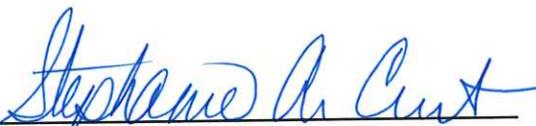
District:

Independent School District No. 30 of Washington
County, Oklahoma (aka Bartlesville Public Schools)
1100 SW Jennings Ave
Bartlesville, OK 74003

By: 

Dr. Stephanie Curtis, Executive Officer of
Personnel and School Support

Plan Sponsor:

By: 

Dr. Stephanie Curtis, Executive Officer of
Personnel and School Support

Plan Administrator:

By: 

Dr. Stephanie Curtis, Executive Officer of
Personnel and School Support

Trustee:

By: 

David Boggs, Chief Financial Officer

APPENDIX A

Bartlesville Public Schools 457(b) Plan

ADMINISTRATION FEES AND FEES DISCLOSURE

I. EMPLOYER/SPONSOR PAID FEES

- **Installation/Conversion Services Fee - \$900 (Reduced to \$300 if census is provided electronically).** 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.
- **Extraordinary Services - \$85-\$250 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 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.
 - 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 audit of the Plan. The minimum fee charged for such Extraordinary Services is \$250 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.
 - Transfer of the Plan to a funding successor or termination of the Plan will incur a Deconversion Fee of \$200. This fee covers the cost of providing Plan records and acting as a liaison between the Plan Sponsor and the new funding provider.
 - 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 Appendix A.

APPENDIX A

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.

II. EMPLOYEE/PARTICIPANT PAID FEES

- **Plan Administration Fees - \$2.85 per month for each Plan Participant, and an annual fee of 0.05% of the Plan Assets.** Plan Administration Fees cover a portion of the costs associated with recordkeeping, communications, plan testing, applicable compliance testing, and participant statements. Plan Administration Fees are billed quarterly with the exception of an annual fee equal to 0.05% of the Plan assets, which amount (.0020833% of Plan assets) is deducted on a quarterly basis from participants' Plan assets (see Section III for additional details).
- **Transaction Based Fees.** Employee/Participant transaction-based fees include the following:
 - Distribution Fee – \$75 will be deducted from the participant's account to process a distribution.
 - Loan Fee - \$125 will be deducted from the participant's account to process a loan.
- **Extraordinary Services - \$105 per hour for services rendered.**
 - Review of Qualified Domestic Relations Order (QDRO) and related services are billed to the participant and/or deducted from participant's Account.

III. OTHER FEES AND INDIRECT FEES

- **Asset Management Fees.** Payments are received from Voya Retirement Insurance and Annuity Company ("VRIAC") 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 contract paperwork previously provided by VRIAC. The payments are typically stated as a percentage of assets.

APPENDIX A

- **Incentive Payments.** Payments may be received from VRIAC based on agreed goals such as production, assets, and retention. This payment is indirect and is not deducted from Plan Participant assets. Payments are calculated monthly and paid quarterly by VRIAC out of VRIAC's general assets. The contract fees that a particular Plan pays to VRIAC are not adjusted based on whether the Plan's Third-Party Administrator ("TPA") participates in VRIAC's Partnership Program. If applicable, the amount of Partnership Program payments received by a TPA and attributable to a plan will be disclosed on a schedule to Form 5500 for such Plan's plan year.
- **Reproduction of Documents Fee – \$0.25 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.

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.

Pension Solutions, Inc. is not a tax advisor, or a Plan Administrator as defined in Employee Retirement Income Security Act of 1974, nor is Pension Solutions, Inc. 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 Pension Solutions, Inc. be relied upon in lieu of the advice and counsel of the Plan's certified public accountant or attorney. Pension Solutions, Inc. does not provide legal advice, including advice with regard to Internal Revenue Code and related regulations (United State 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).

Pension Solutions, Inc. is independent with respect to VRIAC, 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 Pension Solutions, Inc.'s *Overdue Invoice Policy*.

Read and accepted on behalf of the Employer, Bartlesville Public Schools, Independent School District No. 30 of Washington County, Oklahoma, in its capacity as both Plan Sponsor and Plan Administrator by Employer's Chief Financial Officer:



David Boggs, Chief Financial Officer

Date: 1/29/19


Stephanie A. Cunt
Ex-Director, Personnel +
School Support

2/4/19



Hosting Agreement

This Agreement (the "Agreement") for InTouch Receipting Applications (the "Software") hosting service (the "Service") is entered into between InTouch Receipting located in Tacoma, WA and the client Bartlesville Public Schools (the "District").

This Agreement establishes the terms and conditions pursuant to which the District wishes to obtain Service and InTouch Receipting wishes to provide Service. InTouch Receipting agrees to provide Service to District and District agrees to pay InTouch Receipting for Service subject to the following terms and conditions:

1. Term, Renewal and Termination

- a. The effective date of this Agreement shall be the earlier of either: (i) the date on which District is first notified by an InTouch Receipting invoice of Service availability or (ii) the date on which District first logs on to the Service.
- b. This Agreement shall be for an initial term extending from the effective date through June 30, 2020.
- c. The District may renew the term of this agreement for 12 month terms beginning July 1 and ending June 30 of successive years by giving written notice to InTouch Receipting within 30 days of expiration of the initial term or any successive term.
- d. No later than thirty (30) days prior to termination of Service, District may request a copy of all District data (the "District Data") that is stored as part of Service, in a format that can be directly uploaded into any instance of the Software of the same version as that used to provide the Service. InTouch Receipting shall make District Data available for download by District and will notify District of the availability of District Data via email within ten (10) days of termination of Service. InTouch Receipting will make District Data available for download for thirty (30) days after notifying District of the availability of District Data, after which District Data shall be deleted by InTouch Receipting. In the event District does not request a copy of District Data before termination of Service, or payment of the service charge is not made, any District Data may be deleted by InTouch Receipting upon termination, however, the district is encouraged to request, receive and test the data backup (.bak).
- e. In the event of early termination by District, District agrees to pay InTouch Receipting for earned periods.
- f. InTouch Receipting may terminate the term of this Agreement at any time and for any or no reason upon the provision of one hundred and eighty (180) days written notice to the District, in which case the InTouch Receipting shall provide the District with a pro rata refund of the applicable Fees for the remainder of the months in the then current term of the Agreement. In the case of termination under this Condition, any District data will be made available to the District as per the terms of Condition 1(d). InTouch Receipting reserves the right to amend this Agreement from time to time in its sole discretion by informing the District via the District's email address of record and any such amendment may include material changes in InTouch Receipting's services to the District. Unless otherwise noted in an amendment, amendments shall automatically be deemed to take effect on the first day of the next renewal term provided such date occurs at least thirty (30) days after the date InTouch Receipting first posted the amendment. In the event District objects to any such amendment, District may terminate this Agreement by providing InTouch Receipting with written notice thereof no later than the date that the amendment takes effect.



2. Fees and Payments

- a. Fees for the Service term and any associated services shall be invoiced in accordance with other InTouch services and shall be payable on receipt or in accordance with any payment terms that are included on the Invoice.
- b. If payment is not made within ninety (90) days of the Invoice date, InTouch Receipting reserves the right to terminate service and will deliver to the district a .bak (SQL backup of the data).

3. Services Provided

- a. InTouch Receipting shall host a copy of the "Software" which is managed and available to InTouch Receipting.
- b. No direct access to server hardware, operating system, database management system or other system resources shall be provided.
- c. InTouch Receipting shall store all District data created and managed by the Software, including files, text and parameters; data shall be backed up on a separate storage system nightly.
- d. The amount of monthly network data transfer relates to the use of InTouch as intended purpose for all modules, terminals and use.
- e. The amount of storage capacity available to District is elastic to the database and applications hosted (all software and databases will be related to the InTouch Receipting applications and interfaces).
- f. InTouch Receipting may apply patches to improve the security and performance of the Software used by the Service as deemed necessary by InTouch Receipting. InTouch Receipting shall update the Software used by the Service in accordance with the Software version/update releases. This agreement does not include additional customization or development of new Software features but InTouch Receipting may choose to provide these additional services under the terms of a separate support services agreement.
The District will submit any technical or administrative questions related to the hosting Service in writing via InTouch Receipting's email address of record or calling. InTouch Receipting agrees to answer all questions related to the Service in a timely and professional manner. If the issue cannot be resolved via email, the District will have the option to contact InTouch Receipting technical staff directly via telephone during InTouch Receipting business hours.
- g. This agreement does not include Software training or documentation. The District will use existing Software documentation and support mechanisms about how to operate and use the Software.

4. District Responsibilities

- a. District shall use reasonable efforts to protect User IDs and passwords.
- b. District agrees that authorized InTouch Receipting support personnel may access system as required to diagnose and resolve technical issues.
- c. District agrees that the use of Service and Software is at their sole risk and InTouch Receipting is not responsible for any alleged or actual damages caused by or attributed to the use of the Service and Software.
- d. District represents and warrants to InTouch Receipting that it:
 - i. is engaged in a lawful business enterprise;



- ii. can form legally binding contracts and is authorized to enter into this Agreement; and
 - iii. is in compliance with all applicable laws appropriate to its location of business and nature of work.
- e. District acknowledges that use of Service is subject to all applicable local, state, national laws and regulations and District agrees not to violate such laws and regulations. Any attempt by any District to deliberately damage the Service is a violation of civil laws. InTouch Receipting reserves the right to seek damages from any District to the fullest extent permitted by law.
- f. District agrees not to post or transmit through the Service any material or content that violates or infringes in any way the rights of others including but not limited to copyright and related intellectual property laws ; or otherwise violates any local, state or federal law.
- g. The District may not engage in any activity that restricts or inhibits any other user from using the Service by "hacking", "cracking", "spoofing", or defacing any portions of them.
- h. The District may not knowingly post or transmit through the Service or Software any materials that contain viruses, worms, time bombs, Trojan horses, or other harmful or disruptive component, political campaign materials; chain letters; mass mailings, spam mail, any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- i. The District may not knowingly post or transmit through the Service or Software any materials that cause Denial of Service (DoS) attacks. If the District site is the target of a Denial of Service (DoS) attack the site will be changed to an unavailable state until such a time as the DoS threat has been remediated.

5. InTouch Receipting Responsibilities and Expected Services

- a. InTouch Receipting shall use reasonable efforts to protect User IDs and passwords.
- b. InTouch Receipting represents and warrants to District that it:
 - i. is engaged in a lawful business enterprise;
 - ii. can form legally binding contracts and is authorized to enter into this Agreement; and
 - iii. is in compliance with all applicable laws appropriate to its location of business and nature of work.

Expected Services

- a. InTouch uses (currently and subject to change at InTouch's discretion) MS AZURE™ for hosting applications,
- b. There are redundant backups, one outside of the AZURE™ servers
- c. There is no server redundancy, given a server loss, there would be time period to recover and restore servers
- d. InTouch has restricted internal and no external personnel access to servers, applications, and/or server data,
- e. InTouch will not use or distribute any data without the District's permission,
- f. InTouch will try to control access and extend secure ftp status to maintain data security and access
- g. The sole purpose of InTouch Hosting is for InTouch applications and only for these specific uses will this agreement apply – InTouch support agreements will cover software application and data questions



- h. InTouch will rely on District personnel to exercise caution in providing necessary data or access to the InTouch hosting environment: District personnel may be providing student, guardian, schedule, family, grade, transactions and other data to the hosting environment in order for InTouch, TouchBase and the associated modules to function – InTouch’s support services will guide district personnel on what and how to communicate to the hosted server environment
- i. Hosting provides a SQL Server and other software licenses through MS AZURE™, however, the District should confirm all software being used for InTouch at the District level is properly licensed – InTouch is not responsible for site/district software licenses or software and copyrighted materials or applications used by the District

6. Service Level Definitions

- a. **Severity 1:** Produces a high priority situation in which those components of the Software that are available to the general public via the Service are inoperable or fail catastrophically.
 - i. **RESPONSE:** The District shall notify InTouch Receipting via email (support@intouchreceipting.com) or phone (1-253-922-6077) of the Severity 1 problem.
 - ii. InTouch Receipting will provide a response by a qualified member of its personnel to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible during regular business hours - 08:00 to 17:00 Pacific Time Monday to Friday and excluding statutory Government holidays.
 - iii. InTouch Receipting will respond via email to the addresses listed by the District within two (2) hours if the issue is reported during regular business hours (see above), or the next business day if reported outside business hours, to provide a status update on the resolution process.
 - iv. InTouch Receipting will exercise best efforts to resolve Severity 1 problems as soon as possible.
 - v. The resolution to the Severity 1 problem will be delivered as a resumption of the Service.
 - vi. InTouch Receipting will email the addresses listed by the District, to notify them when the Service is operational again and to identify any related Severity 2 or Severity 3 issues that were part of the original problem or which were introduced as a workaround or emergency fix to remedy the Severity 1 issue.
 - vii. InTouch Receipting may, if required, revert to a previous backup of the District data to resolve a Severity 1 issue that results from incorrect or corrupt data. In no case shall InTouch Receipting be held responsible for data loss that may occur when reverting to a previous data backup when it is necessary to resolve a Severity 1 issue.
- b. **Severity 2:** Produces a high priority situation in which the performance (throughput or response) of the Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Software is usable, but materially incomplete; one or more functions or commands is inoperable; or the use is otherwise significantly impacted.
 - i. **RESPONSE:** The District shall notify InTouch Receipting via email (support@intouchreceipting.com) or phone (1-253-922-6077) of the Severity 2 problem.
 - ii. InTouch Receipting will provide a response by a qualified member of its personnel to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible during regular business hours - 09:00 to 17:00 Pacific Time Monday to Friday and excluding Government holidays.



- iii. InTouch Receipting will respond via email to the addresses listed by the District on the form, section 4, within four (4) hours if the issue is reported during regular business hours (see above), or the next business day if reported outside business hours, to provide a status update on the status of the resolution process.
 - iv. InTouch Receipting will exercise best efforts to resolve Severity 2 problems within five (5) business days.
 - v. The resolution to the Severity 2 problem will be delivered to the District as a workaround, or as a software code patch to the Software, or as a configuration change to the web server hosting the Software. Those issues which are applicable to users of the Software other than the District will be filed in the public issue tracking system and the fixes applied to the next release of the Software.
 - vi. InTouch Receipting will email the addresses listed by the District to notify them when work to rectify the Severity 2 issue has been completed, and to detail any Severity 3 issues that were part of the original problem or which were introduced as a workaround or emergency fix to remedy the Severity 2 issue.
- c. **Severity 3:** Produces an inconvenient situation in which the Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.
- i. **RESPONSE:** InTouch Receipting will exercise best efforts to resolve Severity 3 problems in the next public release of the Software.
 - ii. InTouch Receipting may, at its discretion, apply a software patch to the Software to resolve a Severity 3 issues prior to the next public software release.
 - iii. A "hosting support ticket" may be used by the District to request a fix for a Severity 3 issue before the next software release. Please see Section 6: Hosting support tickets for more details and conditions regarding redeeming a "hosting support ticket".

7. Hosting Support Tickets

- a. InTouch's services will generally be managed through our software support agreement
- b. A "hosting support ticket" will be entered if the district requires a data backup or other changes to the hosting technical relationships
- c. The District is not provided direct access to the hosting environment

8. Disclaimer of Warranties

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, INTOUCH RECEIPTING DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, SOFTWARE, AND CORRECTIONS PROVIDED HEREUNDER, INCLUDING PROMISES, REPRESENTATIONS AND WARRANTIES AS TO CONDITION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY OF INFORMATION CONTENT, SYSTEM INTEGRATION OR SYSTEM PERFORMANCE.

9. No Liability for Consequential Damage

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, INTOUCH RECEIPTING DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE. IT IS EXPRESSLY AGREED THAT IN NO EVENT



SHALL INTOUCH RECEIPTING BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT LOSSES) ARISING FROM THE DISTRICT'S USE, OR INABILITY TO USE, THE SERVICE, REGARDLESS OF WHETHER INTOUCH RECEIPTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INTOUCH RECEIPTING'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY DISTRICT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM WITHIN THE CALENDAR YEAR DURING WHICH THE CLAIM AROSE. INTOUCH SHALL NOT BE LIABLE FOR DATA OR ACCESS BREECH REGARDLESS OF CAUSE.

10. Legal Relationship

The parties enter this Agreement as, and shall remain, independent contractors with respect to one another. Nothing in this Agreement is designed to create, nor shall create between them, a partnership, joint venture, agency, or employment relationship.

11. Notices

Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered and addressed to InTouch Receipting or the District at the address indicated for each party on this Agreement or the Invoice. Notice shall be deemed to have been received by any party, and shall be effective on the day given, if personally delivered or if sent by confirmed facsimile or electronic mail transmission, receipt verified, to a facsimile number or electronic mail address provided by the receiving party to the sending party for the purpose of receiving such notices; InTouch Receipting or District may change its address for notice purposes upon issuance of notice thereof in accordance with this Section.

12. Force Majeure

Neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of communications facilities or energy sources, acts of God, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots, terrorism, war, or any causes beyond the reasonable control of that party. If a Force Majeure event occurs, InTouch Receipting will have up to five (5) business days to determine if and when the Service will resume.

13. Interpretation

The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation. If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.



14. **Governing Law**

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

15. **Mediation**

If the parties disagree over an interpretation of this Agreement or whether a party or a District is in breach of any part of this Agreement, the parties shall in good faith enter negotiations to resolve the disagreement and discuss the feasibility of resolving the disagreement by mediation or other means short of litigation. The parties shall cooperate in good faith in pursuing mediation or such other means.

16. **Entire Agreement; Waiver**

This Agreement incorporates by reference the Invoice. This Agreement and the Invoice collectively contain the entire understanding of the parties with respect to the subject matter hereof, and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement, including (without limitation) any pre-existing agreement.

17. **Privacy**

Client data will not be accessed other than necessary to facilitate services under this or the InTouch Software License Agreement. The District retains and possesses all right, title and interest in and to the District Data. The District data shall not be distributed for any reason to any person outside the district responsible or standard support services parties without written consent. Unless as required to provide support, no additional third-party access shall be provided to District data. Notwithstanding the foregoing, InTouch may disclose District data as required by applicable law or by proper legal or governmental authority. InTouch shall give District prompt notice of any such legal or governmental demand and reasonably cooperate with the District in any effort to seek a protective order or otherwise to contest such required disclosure, at District expense.

18. **Data Security and Limitations**

InTouch contracts with Microsoft AZURE™ for hosting client data (this facility may be changed, but the District will be provided notice of this change) where Microsoft provides data security and industry-standard protocols as part of their overall services. InTouch shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of District data. In addition, and without limiting the generality of the preceding sentence:

a. InTouch has policies and procedures which contain administrative, technical, and physical safeguards, including without limitation:

(i) guidelines on proper disposal of District data after it is no longer needed to carry out the purposes of the Agreement;



- (ii) access controls on electronic systems used to maintain, access, or transmit District data;
 - (iii) access restrictions at virtual locations containing District data;
 - (iv) dual control procedures;
 - (vi) testing and monitoring of electronic systems.
- b. Employees are required to sign non-disclosure agreements and company ethic agreements related to access and dissemination of District data.
- c. Data Breaches – In the event of a data breach, or in the event InTouch suspects a data breach, InTouch shall:
- (i) promptly notify the District and
 - (ii) cooperate with the District and law enforcement agencies, where applicable, to investigate and resolve the data breach, including without limitation by providing reasonable assistance to the District in notifying injured third-parties.
- InTouch shall give the District prompt access to such records related to a data breach as the District may reasonably request; provided such records shall be InTouch's confidential information, and InTouch shall not be required to provide the District with records which may compromise other clients.

The District is responsible for the management and security of their network and security protocol to access the hosted data. The District is responsible to control IP access and security protocols essential for data access. InTouch is not responsible at any level for any breach due to the District's access management.

InTouch shall indemnify the District up to the amount of the annual hosting agreement cost against any third-party claim, suit, or proceeding arising out of, related to, or alleging unauthorized disclosure or exposure of personally identifiable information from the District data. InTouch's liability arising out of or related to this agreement will not exceed the annual cost of this service. In no event will InTouch be liable to the District for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this agreement.



For InTouch Receipting

Name: Diane Mortzheim

Title: Vice - President

Email: dm@intouchreceipting.com

Signature:

Date:

6/11/2019

For the District (Please Print)

Name:

Title:

Email:

Signature:

Date:



SOFTWARE LICENSE AND SOFTWARE SUPPORT AGREEMENT (the "Agreement")

Client Name	Bartlesville Public Schools
Address	1100 S. Jennings
City/State/Zip	Bartlesville, OK 74003
Contact Person	Sara Vermeire
Contact Phone	918-336-8600
Fax Number	
Email Address	

The following are the terms and conditions under which Integrated Register Systems, Inc., dba **InTouch Receipting** ("we", "us" or "InTouch Receipting") agrees to license the proprietary computer programs listed below, along with all related documentation supplied therewith, (collectively, the "Software") to the above- named Client ("you" or "Client"). The term "Software" includes any corrections, improvements and enhancements to the Software programs and documentation provided to you by us.

SOFTWARE: As listed in the purchase order and in Appendix A as available

BY INSTALLING THE SOFTWARE, USING THE SOFTWARE OR AUTHORIZING ANY OTHER PERSON TO DO SO, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE OR UPDATES.

USING THE SOFTWARE OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ON-LINE AUTHORIZATION, VALIDATION AND USE OF THE SOFTWARE. CURRENT AND PAID SOFTWARE SUPPORT AGREEMENT IS REQUIRED TO USE ANY OF THE SOFTWARE APPLICATIONS.

1. LICENSE

In consideration of payment of the license fee for the Software, the amount of which is shown on your Order Confirmation, attached hereto and by this reference made a part hereof, we hereby grant to you and you hereby accept from us a non-exclusive, non-transferable and revocable twelve (12) month license to use the Software, in compiled, object code form only, in accordance with the terms and conditions of this Agreement. The Software may be used only by you for your internal business purposes. Some of the Software may be owned by third parties and sublicensed to you. You acknowledge that the Software is protected by United States copyright law and international treaty provisions, and that the Software programs contain trade secrets of ours and our third-party licensors. All right, title and interest in and to the Software belong to, and remain in, us and our licensors, except for the right to use it in accordance with this Agreement. You agree not to reverse engineer, disassemble, or reverse compile any Software object code, or otherwise derive any source code therefore. Except as expressly permitted in this Agreement or the applicable documentation, you agree not to modify, customize, adapt, translate, enhance or change any of the Software, or create any derivative works based on the Software, or otherwise reduce the Software to any humanly perceivable form nor permit any third party not authorized by us to do so.

You may copy the Software programs as necessary for backup and archival purposes and as is essential to use them on a computer or computer network, as described below. You may not otherwise copy the Software for any purpose. You agree not to remove, nor permit the removal of, any proprietary notice or legend contained on or in



the Software, and will include all notices included in and on the original media ("Media") in and on all copies made by you.

All right, title and interest in or related to the Software, is and will remain the exclusive property of InTouch Receipting whether specifically recognized or perfected under local applicable law. The source code, object code and embodied trade secrets are not licensed to you.

You agree that you will take no action that reasonably jeopardizes InTouch Receipting's proprietary rights or acquire any right in the Software, except for the license granted under this Agreement. InTouch Receipting will own all rights in any copy, translation, modification, adaptation or derivation of the Software, including any improvements or developments of the Software.

2. SERVICES, MAINTENANCE AND ERROR CORRECTION

In the absence of a separate written agreement between Client and InTouch Receipting concerning Software support and maintenance services ("Support/Maintenance"), Client agrees that all Support/Maintenance shall be provided solely and exclusively by InTouch Receipting. InTouch Receipting will provide Support/Maintenance assistance to the Client when the Client experiences a malfunction or error with the use of the Software.

As part of the required annual Software Support/Maintenance agreement, InTouch Receipting will provide help desk services and Support/Maintenance in an appropriate manner to allow the Client to use and manage the Software.

Support services include the licensed modules and interfaces in the Client's purchase order and subsequent payment. If there was an RFP or formal quote any special provisions included in the RFP/Quote document would supersede this Agreement.

a. The Software Support Agreement and Help Desk Functions

1. Correct any defects or replace any of the Software found to be in substantial non-conformance with the program specifications;
2. Provide the Client with enhancements, as they become available, to the Software. InTouch Receipting reserves the right to determine what constitutes an enhancement; enhancements and Software updates are included as part of this Agreement.
Enhancements and updates under this Agreement are those provided under the standard InTouch Receipting Software update/build not custom programming or report preparation;
3. Provide reasonable remote technical Support/Maintenance assistance and consultation to the Client with respect to use of the Software;
4. Not to include updates to the Client's operating system.
5. Help desk functions are to assist in Client questions about Software use, reporting, best practices and will be provided by phone, email, web, remote sessions and other methods providing best service to the Client. Help desk functions are not designed as a substitute for training.
6. Users of InTouch Receipting will be invited to user group meetings at a venue set by InTouch Receipting. There may be an additional fee for attending user group meetings, travel and other costs are the responsibility of the Client.

Any assistance required to fulfill InTouch Receipting's obligations under this Agreement, will be provided at no



additional charge unless such assistance is found to be the result of Client's: hardware failure, user error, neglect or negligence. Assistance required as result of such failure, user error, neglect or negligence will be compensated by the Client at InTouch Receipting's standard hourly rate then in effect, plus reasonable expenses for transportation, meals and lodging.

b. Excluded Service

InTouch Receipting is not obligated to provide service under the Agreement for service necessitated by vandalism, theft, misuse, hardware malfunction, Client neglect, acts of third parties, fire, water, casualty, act of God, mob violence, labor disputes, malfunction of affiliated equipment, unauthorized modification of the Software, electrical failure, accidents, climatic conditions, or from other causes unrelated to the ordinary operation of the Software.

InTouch excludes services to protect data, data transmission, and data access by unauthorized persons by any methods including software with malicious intent. This Agreement is void if service is performed on the Software by unauthorized individuals, or if attempts are made to modify the Software or use the Software in a manner not set out in the instruction manual or license agreement. Should it be necessary to perform services outlined in this Agreement at the Client's site, Client shall be responsible for reasonable actual out-of-pocket expenses incurred in travel.

c. Response Time

There is no guarantee regarding the resolution time to a service call from the Client, however, InTouch Receipting will extend efforts to respond promptly and triage the service call. InTouch Receipting will respond to Software service calls in the order received and will make every effort to respond within the same work day. Resolution capability depends on if InTouch Receipting or the Client is hosting the applications. If the Client is self-hosting, resolution time is dependent on remote access and other Client restrictions. If InTouch Receipting is hosting the applications, our resolution time is not as dependent on the Client technical staff.

InTouch Receipting, however, has established a priority coding system for each problem reported.

1. 'A' Priority - A Software error renders the entire system inoperable. Resources assigned within one (1) hour. Resources continue to work on the problem during normal business hours (and then some) until the problem is resolved. Average resolution time in a few hours and depends on Client technical staff in most cases to resolve.
2. 'B' Priority - A Software error is detected for a system module which seriously impairs systems operations, but does not render it "down." Resources are assigned within four (4) hours and remain assigned until completed, work continues during normal business hours.
3. 'C' Priority - Minor problem, but sufficient severity as to warrant correction before the next Software release. Generally completed within 30 days.
4. 'D' Priority - "Would like" and minor problems which will be incorporated in future Software releases. InTouch Receipting reserves the right to determine "would like" relevance to the package and the scheduling of the development and release of such items.

d. Excused Performance

Neither party shall be liable for any failure to perform or delayed performance of any obligation under this Agreement if such performance is prevented, hindered or delayed for any cause beyond its reasonable control of, including, without limitation, any labor dispute, strike or other industrial disturbance, act of God, flood, shortage of



materials, earthquakes, casualty, war, act of public enemy, riot, insurrection, embargo law, blockage, action, restriction and regulation or order of any government, government agency or subdivision thereof, or climatic conditions.

3. AUTHORIZED USE

The number of copies/sites of Software licensed by you is specified by number of sites, ADM (average daily (school) membership) or other methods in the purchasing process. You may use each licensed copy of the Software programs on many terminals in a building without restriction. For the purposes of a site license, a site is considered a high school, a middle school, district office, and alternative school, for example. There may be more than one site license in a building for a student store or other specialized use – these sites will require a support agreement and a software licensing agreement.

The Software may require the entry of license codes in order to operate outside the term of this Agreement. You acknowledge that a signed copy of this Agreement must be sent, via fax, email, or by delivering the original signed version of this Agreement to us in order to receive the codes required to operate the Software after the contracted period.

4. VALIDATION

During installation, un-installation, updating, any license management activities and the use of the Software, the Software will send information to InTouch Receipting about the Software, the Terminal (the terminal the computer where InTouch is operating) and information about the Software currently or previously installed on such Terminal. The information sent to InTouch Receipting may include, but is not limited to, information derived from the hardware configuration of the Terminal, such as Hard Drive serial number, NIC card MAC address, BIOS firmware, CPU type and OS type, and (ii) information about existing or past Software installations and items of a similar nature, (iii) most recent TouchBase transaction, (iv) licensed site count and active site count, (v) number of credit card transactions, (vi) duplicate account codes. By using the Software, you consent to the transmission of this information. Under no circumstances will student data be transferred to InTouch Receipting or elsewhere unless it is part of a support or programming effort approved by the Client, which approval shall be given or withheld at the sole discretion of the Client. InTouch Receipting respects the confidentiality of all information contained in the database and under no circumstances will InTouch Receipting share this information with any party. InTouch Receipting does not and will not store credit card information in any application.

5. CONFIDENTIALITY

For purposes of this Agreement, “**Confidential Information**” means any data or information obtained from one party hereunder and provided to the other party, that is valuable and not generally known by the public, including without limitation, any data or information defined herein as a Trade Secret, but which is determined by a court of competent jurisdiction not to rise to the level of a trade secret under applicable law. “**Proprietary Information**” means, collectively, Confidential Information and Trade Secrets. “**Trade Secret**” means information without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. “**Disclosing Party**” means the party disclosing Proprietary Information, whether such party is you or us, and “**Recipient**” is the party receiving Proprietary Information, whether such party is you or us. InTouch Receipting and Client acknowledge and agree that during the term of this Agreement each party will have access to and disclose to the



other Proprietary Information. Client acknowledges and agrees that the object code and source code of the Software contain Trade Secrets of InTouch Receipting and the Software contains Trade Secrets of InTouch Receipting's licensors. Each party acknowledges the risk due to unauthorized disclosure or unauthorized use of Disclosing Party's Proprietary Information will cause great injury and harm to the Disclosing Party. Recipient covenants and agrees that it shall not, without the prior written consent of Disclosing Party, as required by law or as set forth herein, directly or indirectly, (i) disclose, divulge, distribute, publish, reproduce, decompile, reverse engineer, transmit or transfer to others Disclosing Party's Proprietary Information, or any portions thereof, by any means or in any form, (ii) make use of the Proprietary Information other than as expressly permitted under this Agreement, or (iii) disclose, in whole or in part, any of Disclosing Party's Proprietary Information to any individual, entity or other person, except to those of Recipient's employees or representatives who (a) require access for Recipient's authorized use of Disclosing Party's Proprietary Information, and (b) agree to comply with the use and non-disclosure restrictions stated in this Agreement. Recipient may not use Trade Secret information contained in the Software to develop computer programs that interface or interact with the Software. If an unauthorized use or disclosure occurs, Recipient will immediately notify Disclosing Party and assist Disclosing Party in recovering Disclosing Party's Proprietary Information and prevent its subsequent unauthorized use or dissemination. The restrictions set forth herein shall continue (i) with respect to the Trade Secrets for as long as such information continues to be a Trade Secret under applicable law, and (ii) with respect to Confidential Information, for a period of five (5) years from the date of expiration or termination of this Agreement.

6. CLIENT RESPONSIBILITIES

You agree to: (a) upon the execution of this Agreement designate in writing individuals as the representatives of Client (the "Client Representatives"), who shall be authorized to make decisions, approve plans, and grant requests on your behalf in connection with the installation of the Software, and (b) reasonably cooperate with us by, among other things, making available as reasonably required by us, management decisions and personnel in order that our work contemplated hereby may be properly accomplished during the term hereof. You hereby authorize us to rely on all communications from and decisions of the Client Representatives.

7. TERM

The Software license granted in this Agreement is valid for twelve (12) months from the date you select – which may or may not align with the fiscal year. Client may terminate this Agreement at any time by notifying us in writing at least thirty (30) days in advance of any proposed termination. InTouch Receipting may terminate this Agreement if Client commits a material breach of any of the terms or conditions of this Agreement or fails to pay the required fees for Support/Maintenance, but only after thirty (30) days written notice to Client and an opportunity to cure any such breach or failure to pay. Upon any termination of the license, you will promptly return or destroy, as instructed by us, all Software provided to you, destroy all copies of the Software made by you, and, upon our request, confirm in writing to us that you have complied with your obligations under this paragraph 7.

Upon termination of the Software license by lapse of time or otherwise, the Software shall cease to function or the client will stop using the software. If the software is hosted by InTouch receipting, upon termination, InTouch will provide a complete MS SQL backup of data. If the software is hosted by the district or other organization, the database backup should be requested by the Client. The client should print out all reports in detail for future reference. The client could request a custom data query from InTouch which would be provided at standard rates for data extract with output in a format requested by the client and supported by MS SQL. Additionally, the client has the ability to use the software to generate tab-delimited extracts for transactional data as part of the core



functionality. A MS SQL data backup can be requested at any time only subject to fees related to InTouch technical support time required to run the SQL backup and electronically provide to the district.

CLIENT MAY RENEW THIS AGREEMENT FOR ADDITIONAL 12-MONTH PERIODS with paid support agreement. Such renewal shall be exercised by notice to InTouch Receipting within 30 days of the effective date of renewal.

8. **INFRINGEMENT WARRANTY AND INDEMNITY**

Notwithstanding anything herein to the contrary, we warrant to you that: (a) we have title to, or the authority to grant sublicenses to, the Software, and (b) the Software, as delivered by us, will not purposefully infringe any copyright, patent, trade secret, or other intellectual property rights enforceable in the United States of America.

9. **DISCLAIMER OF WARRANTIES**

Unless expressly stated otherwise herein, THE SOFTWARE IS PROVIDED TO CLIENT IN “**AS-IS**” CONDITION WITH **NO WARRANTY**. INTOUCH RECEIPTING **DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES**, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE, MEDIA, AND RELATED MATERIALS, INCLUDING ANY REPRESENTATION AND WARRANTY OF QUALITY, SECURITY, OR ACCURACY AND THE **IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY**. INTOUCH RECEIPTING DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM BUGS, VIRUSES, ERRORS, OR OTHER DEFECTS. IF CLIENT IS A RESIDENT OF A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSIONS DO NOT APPLY, AND THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM YOUR FIRST USE OF THE SOFTWARE.

10. **LIMITATION OF LIABILITY**

IN NO EVENT WILL INTOUCH RECEIPTING, ITS SUBSIDIARIES, OR LICENSORS, OR ANY OF THE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO CLIENT UNDER ANY CLAIM ALLEGING, AMONG OTHER THINGS, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION), WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, OR SERVICES, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF INTOUCH RECEIPTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. INTOUCH RECEIPTING’S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO THE AMOUNT OF MONEY PAID TO INTOUCH RECEIPTING BY CLIENT FOR THE PURCHASE OF THE LICENSE OF THE SOFTWARE THAT CAUSED THE DAMAGES. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OF INCIDENTAL DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO CLIENT. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTOUCH RECEIPTING AND CLIENT. INTOUCH RECEIPTING WOULD NOT HAVE PROVIDED THE SOFTWARE WITHOUT SUCH LIMITATIONS.

11. **ASSIGNMENT OF LICENSE**

Client may not rent, or sublicense (including offering the Software to third parties on an applications service provider or time-sharing basis), assign, give away, loan, resell for profit, or distribute the Software, the Media, or



related materials or create derivative works based upon the Software or any part thereof. Client may not assign or transfer its rights and obligations under this Agreement without registration with InTouch Receipting and, unless the transfer is registered with InTouch Receipting, any purported assignment or transfer shall be null and void. InTouch Receipting may at any time assign all or a portion of its rights and duties under this Agreement with the consent of Client, which consent shall not be unreasonably withheld.

12. **ADDITIONAL LICENSE AGREEMENTS**

InTouch Receipting software operates under Microsoft SQL database and Operating systems – these systems are not included in the scope of this Agreement.

13. **GOVERNING LAW**

The validity and performance of this Agreement shall be governed by the law of the State of Oklahoma (without reference to choice of law principles), except as to copyright and trademark matters, which are covered by federal laws. This Agreement is deemed entered into in Bartlesville, Oklahoma and shall be construed as to its fair meaning and not strictly for or against either party.

14. **NO WAIVER**

Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other party.

15. **SEVERABILITY**

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

16. **HEADINGS**

Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

17. **EXPORT RESTRICTIONS**

Client acknowledges and agrees that the Software is subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations ("the Acts"). Client agrees and certifies that neither the Software nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. Client agrees and certifies that Client is not a citizen or permanent resident of Cuba, Iran, North Korea, Libya, Sudan or Syria.

18. **U.S. GOVERNMENT**

The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" **AND** "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and the Department of Defense Federal Acquisition Regulations Sections 252.227-7014(a) (1), (5). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227-7202-1 through 227-7202-4 (JUNE 1995), all



U.S. Government End Users acquire the Software (or Licensed Product) with only those rights set forth herein.

19. CONSUMER INFORMATION AND PRIVACY

For details about InTouch Receipting's privacy policies, please refer to the InTouch Receipting Privacy Statement contained on a web site designated by InTouch Receipting (www.intouchreceipting.com).

20. TRADEMARKS

InTouch Receipting, the InTouch Receipting logo, InTouch Receipting Manager, TouchBase, and InTouch Receipting Athletic Director, among others, are registered trademarks and/or registered service marks of InTouch Receipting in the United States of America and other countries.

21. NO LIMITATIONS

This Agreement does not limit any rights that InTouch Receipting may have under trade secret, copyright, patent, or other laws. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

22. GENERAL

All the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties hereto, and their successors, legal representatives and permitted assigns.

23. ENTIRE AGREEMENT

This Agreement constitutes the final, complete and exclusive statement of the agreement between InTouch Receipting and the Client in respect of the subject matter hereof. This Agreement shall govern any services or content related to the Software, unless such services or content are subject to a separate written agreement between Client and InTouch Receipting. However, the limitations of liability and disclaimer of warranties in this Agreement shall apply to InTouch Receipting with respect to such content or services except to the extent provided otherwise in a separate written agreement approved by InTouch Receipting between Client and InTouch Receipting.

24. INDEMNIFICATION

InTouch Receipting agrees to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors, trustees, employees, agents, contractors and consultants against all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, experts' fees, and other legal costs to the extent caused by InTouch Receipting's breach of this Agreement or its negligent acts or omissions in its performance of services under this Agreement and that of its officers, employees, subcontractors, or anyone for whom InTouch Receipting is legally liable. InTouch is not required to indemnify for data breaches, malicious software, individuals 'hacking' or injecting software in client-hosted or InTouch-hosted environments.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless InTouch Receipting, its officers, directors, shareholders, employees and agents against all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, experts' fees, and any other legal costs to the extent caused by the negligent acts or omissions of Client, its employees, agents, consultants or anyone for whom Client is legally liable.

25. INDEPENDENT CONTRACTOR



InTouch Receipting shall conduct its services and work as an independent Agent/Contractor with respect to Client. InTouch Receipting agrees that it will, at all times, represent to third persons and to the public generally and to all governmental bodies, including, but not limited to, federal, state or local authorities that the services and work performed by InTouch Receipting with respect to Client is that of an independent agent/contractor and that such is the sole relationship between the parties. It is expressly understood that InTouch Receipting is not in any way constituted the legal representative of Client for any purpose whatsoever. Client shall deduct no income tax or other withholdings whatsoever from payments due InTouch Receipting.

Appendix A – Software Applications Available



InTouch Software Applications Covered Under this Agreement

Client may not have purchased or implemented any of these modules or applications – only licensed modules apply to this agreement

- InTouch Receipting (InTouch Terminal and InTouch Manager)
- TouchBase
- Athletic and Activity Module
- Accounting Interface
- Student Information Interface
- Library Interface
- Student Store Module
- FundTracker Module
- Food Service Interface
- Schedule Interface
- Lockers Module

[Signature Page Follows]

In accordance with paragraph 6 above, Client appoints the following Client Representatives:



In accordance with paragraph 6 above, Client appoints the following Client Representatives:

CLIENT REPRESENTATIVE A: _____

CLIENT REPRESENTATIVE B: _____

By signing below, the parties accept the terms and conditions of this Agreement effective on the later of the dates below.

CLIENT

INTOUCH RECEIPTING

Authorized Signature

Authorized Signature
Diane Mortzheim

Printed Name

Printed Name
Diane Mortzheim

Title

Title
Vice - President

Date

Date
06/12/19



t 405.235.3413 • f 405.235.2807
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA GENERAL OBLIGATION BONDS AND/OR LEASE REVENUE OBLIGATIONS

THIS AGREEMENT is entered into as of June 15, 2020, by and between THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”), and INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA (the “District”), a political subdivision of the State of Oklahoma, as follows:

RECITALS

WHEREAS, the District desires to engage PFLG as bond counsel in connection with the financing of certain capital projects authorized at a previously held election on August 23, 2016 (the “2016 Election”), as well as in connection with the financing of certain capital projects authorized at a previously held election on August 13, 2019 (the “2019 Election”), all along with related costs (collectively, the “Projects”); and

WHEREAS, to finance all or a portion of the costs of the Projects, the District intends to issue one or more series of its General Obligation Bonds as may be authorized pursuant to the 2016 Election and/or the 2019 Election (collectively, the “Bonds”); and

WHEREAS, the District further acknowledges that it may in the future consider one or more transactions whereby the District, or a public trust on behalf of the District, issues lease purchase obligations (the “Lease Purchase Obligations”) to construct portions of certain Projects, which obligations will be retired with the proceeds of the Bonds based upon the acquisition of all or distinct portions of the Projects being acquired by the District; and

WHEREAS, the issuance of Bonds and Lease Purchase Obligations shall be referred to collectively as the “Financing Plan”; and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by District as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the District:

- (1) Consultation with representatives of the District, including the Superintendent, the legal, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed Financing Plan.
- (2) Furnish full directions of all steps necessary to be taken by the District in compliance with the constitution and statutes of the State of Oklahoma for the proposed issuance of each series of Bonds and/or for the issuance of any Lease Purchase Obligations by the District or a public trust on behalf of the District.
- (3) Provide and furnish forms, outlines of procedure, resolutions or ordinances necessary for the issuance of such Bonds and/or the Lease Purchase Obligations (collectively, the "Financing Documents").
- (4) Review of documentation with respect to any letter of credit or bond insurance policy provided in connection with a Financing, if any.
- (5) Attendance at such meetings or hearings of the District and working group meetings or conference calls as the District may request, and assistance to the District staff in preparation of such explanations or presentations to the governing body of the District as they may request.
- (6) Preparation of final closing papers to be executed by the District required to effect delivery of each series of Bonds and/or Lease Purchase Obligations and coordination of the Bond and/or Lease Purchase Obligation closings, including seeking the approval of each series of Bonds by the Attorney General of the State of Oklahoma.
- (7) In connection with the closing of any series of Bonds, to furnish at least four (4) transcripts of the entire proceedings, one of which shall be filed with the Attorney General of Oklahoma, the Washington County District Attorney, one of which shall be filed with the Clerk of the District, and one of which shall accompany the Bonds.
- (8) Rendering of bond counsel's customary final legal opinion on the validity of the Bonds and/or the Lease Purchase Obligations and, with respect to any tax-exempt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and the District acknowledge that the District shall be represented by the District's attorney (also referred to as "Legal Counsel") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Legal Counsel to the extent requested by the District or its Legal Counsel.

PFLG and the District further acknowledge that the District shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend

to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the District specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the District is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the District hereby advises PFLG that the District is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the District has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the District.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided, certifications made by, and opinions provided by counsel to, the District, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Bonds and/or Lease Purchase Obligations, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to the District's Official Statement and/or any Continuing Disclosure Undertakings for any Bonds and/or Lease Purchase Obligations, including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to any Bonds and/or Lease Purchase Obligations. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Bonds and/or Lease Purchase Obligations and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Bonds and/or Lease Purchase Obligations, proceeds of any financing, or the Project after issuance of the Bonds and/or Lease Purchase Obligations.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the District, PFLG shall be paid a fixed fee at the time of issuance of the Bonds and/or Lease Purchase Obligations as follows:

- (i) General Obligation Bonds. One half of one percent (0.5%) of the par amount of each series of Bonds issued, subject to a minimum fee of \$17,500, and a maximum fee of \$45,000.00, for each series of Bonds issued pursuant to the 2016 Election authorization and/or the 2019 Election authorization.

- (ii) Lease Purchase Obligations. One half of one percent (0.5%) of the par amount of each series of Lease Purchase Obligations issued pursuant to the 2016 Election authorization and/or the 2019 Election authorization.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 to cover expenses and transcript production and distribution in connection with each series of Bonds and/or Lease Purchase Obligations, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with each series of Bonds and/or Lease Purchase Obligations shall be paid directly by the District, but if paid by PFLG on behalf of the District, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by the District at the time of issuance of the Bonds and/or Lease Purchase Obligations. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Bonds and/or Lease Purchase Obligations and shall be entirely contingent upon issuance of the Bonds and/or Lease Purchase Obligations.

D. *Term of Engagement.* This Agreement shall remain in full force and effect through and including June 30, 2021, and shall be on a year-to-year basis automatically renewed for additional one-year periods on July 1 of each year until such time as all of the Bonds authorized in the Election shall be issued or this Agreement shall be otherwise terminated as provided herein.

E. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the District, shall, at the option of the District, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by the District, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds and/or Lease Purchase Obligations; provided that the District shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Bonds and/or Lease Purchase Obligations or the District.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of bonds, notes, or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Bonds and/or Lease Purchase Obligations, PFLG will act as special counsel to the District with respect to issuance of the Bonds and/or Lease Purchase Obligations; i.e., PFLG will assist the District's Legal Counsel in representing District but only with respect to validity of the Bonds and/or Lease Purchase Obligations and the Financing Documents, and the tax status of interest on the Bonds and/or Lease Purchase Obligations, in a manner not inconsistent with the role of bond counsel described above.

The District acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Financing Plan or the Project or that may be involved with or adverse to the District in this or some other matter. PFLG agrees not to represent any such entity in connection with the Financing Plan, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, the District acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and the District specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the District and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the District and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of the District except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. The District may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Bonds and/or Lease Purchase Obligations (if not the District). The District shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and the District in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of the District and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks, III or Nathan D. Ellis

DISTRICT:

Independent School District No. 30 of Washington County, Oklahoma
1100 SW Jennings Ave.
Bartlesville, OK 74003
Attention: Superintendent

[Remainder of Page Left Blank Intentionally]

The District and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By:



Nathan D. Ellis, Esq.

**INDEPENDENT SCHOOL DISTRICT NO. 30
OF WASHINGTON COUNTY, OKLAHOMA**

By:

Title: President, Board of Education

Date: June 15, 2020

May 26, 2020

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and the INDEPENDENT SCHOOL DISTRICT NUMBER 30, WASHINGTON COUNTY, OKLAHOMA (Bartlesville Board of Education), Bartlesville, Oklahoma (the “Client”).

The Client desires to engage MFSOK and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client’s new and outstanding debt obligations, including general obligation bonds and lease financings (the “Issues”). The Client designates MFSOK as the Client’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”).

A. New Issue and Refunding of Existing Client Issues

1. Assist Client with bond planning that includes compliance with Oklahoma Constitutional Debt Cap and Client's mill levy target.
2. Evaluate options or alternatives with respect to the proposed new Issue.
3. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
4. Review recommendations made by other parties to the Client.
5. Assist Client in preparing a plan of finance.
6. Advise Client on structure, terms and timing of the proposed new Issue.
7. Prepare financing schedule.
8. Attend meetings as requested by the Client.
9. Assist the Client in preparation of their notices of sale, instructions to bidders, or official statements, as appropriate.
10. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
11. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
12. Assist Bond Counsel in the preparation of the Transcript of Proceedings for submission to the Oklahoma Attorney General for review and approval
13. Coordinate closing of the new Issue with Client and other parties.
14. Review Client's Estimate of Needs to be submitted to County.
15. Evaluate potential refunding opportunities on outstanding Issues.

B. Continuing Disclosure Assistance

1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

- A. General Obligation Bonds. MFSOK shall be paid at the time of closing a fee calculated as follows:

½ of 1% of the par amount of each series of bonds issued

Maximum fee: \$45,000.00 for each series of bonds

Minimum fee: \$17,500.00 for each series of bonds

- B. Lease Purchase Transactions. MFSOK shall be paid at the time of closing a fee calculated as follows:

½ of 1% of the par amount of each lease obligation issued

Minimum fee: \$17,500.00 for each series of bonds

- C. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of \$3,500.00 for the services performed.

- D. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of \$2,500.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

- E. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.

III. Term and Termination

- A. Term of Agreement. Unless otherwise terminated as provided herein, this Agreement shall be in force and effect for Fiscal Year Ending June 30, 2021.

- B. Termination of Agreement and Services. This Agreement and all services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered

to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB. MFSOK is also registered as an Investment Advisor with the State of Oklahoma.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest, because it may cause MFSOK to recommend a transaction that is unnecessary or in a size that be larger than is necessary. This may be viewed as a conflict of interest regarding our ability to provide unbiased advice to enter into such transaction. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Client;
 - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
 - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will

not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC, MSRB and the Oklahoma Department of Securities record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff, Vice President
P.O. Box 747
Edmond, OK 73083-0747

CLIENT:

Independent School District Number 30
Washington County, Oklahoma
Attn: David Bogs, Chief Financial Officer
P.O. Box 1357
Bartlesville, OK 74005-1357

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved. In addition, the Client acknowledges receipt of the Form ADV Part 2A Brochure and Part 2B Brochure Supplement.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on June 15, 2020 at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon G. Wolff, Vice President

INDEPENDENT SCHOOL DISTRICT NUMBER 30
WASHINGTON COUNTY, OKLAHOMA
(BARTLESVILLE BOARD OF EDUCATION)

By: _____
Title: President, Board of Education

ATTEST:

Clerk, Board of Education

(SEAL)

EXHIBIT B

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into as of the _____ day of NOVEMBER, 2019, between: **PATHS TO INDEPENDENCE, INC.** (the "Licensor"); and **INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA, a/k/a the Bartlesville Public Schools** (the "Licensee").

RECITALS:

A. Licensor is the owner of real property and improvements located at 4620 E. Frank Phillips Blvd., Bartlesville, Oklahoma (the "Property").

B. Licensee is a political subdivision of the State of Oklahoma. Licensee currently uses a portion of the Property, as more particularly described on EXHIBIT "A," to house aspects of its information technology department including necessary equipment and personnel (the "Licensed Premises"). Licensee desires to maintain its use and occupancy of the Licensed Premises in accordance with the terms and upon the conditions set out herein.

C. Licensor has agreed to license use of the Licensed Premises described in EXHIBIT A pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Grant of License.** Licensor hereby grants permission to the Licensee to maintain and operate its information technology department in the Licensed Premises (the "License"). The License shall include reasonable access to the Licensed Premises and use of the public spaces and common elements within the building.

2. **Use.** The Licensee shall use the Licensed Premises solely to house and operate a portion of Licensee's IT Department.

3. **Term.** The License shall commence on the date of this Agreement and continue until **June 30, 2021** or to such time as the Licensee vacates the property, whichever comes first (the "Term").

4. **Consideration.** This Licensee shall pay to the Licensor a sum of \$1,225 each month during the term of this Agreement. The Licensor shall submit an invoice to the Licensee

for each calendar month or part thereof the month following the month to be billed. Invoices shall be paid by the Licensee within ten (10) working days of receipt of the invoice.

5. **Electricity.** Licensor shall provide Licensee, at Licensor's sole cost and expense, with access to standard 110-volt electric power. Licensee acknowledges and agrees that Licensor has no obligation to provide emergency or backup power to the Licensee, and that Licensee is solely responsible for the provision of emergency electrical service.

6. **Access to the Licensed Premises.** Licensor agrees that Licensee's authorized representatives shall have access to the Licensed Premises at all times.

7. **Assignment and Sublicense.** Licensee may not assign this Agreement or its rights or obligations contained herein nor may Licensee grant a sublicense in all or any part thereof except with the prior written consent of the Licensor.

8. **Termination.** Licensee may terminate this Agreement, with or without cause upon reasonable notice to Licensor. Upon Licensee's material default of any covenant contained in this Agreement, Licensee shall have thirty (30) days after receipt of Licensor's demand, to cure such default. If Licensee fails to commence to cure the default within the applicable cure period, Licensor may elect to terminate this Agreement upon thirty (30) days' written notice. If Licensee is actively and satisfactorily pursuing a cure to the default, Licensee shall have such additional time as is reasonably required in which to affect the cure. Upon termination of this Agreement, for any reason, Licensee shall remove its equipment from the Property and neither party shall have any claim against the other.

9. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, sent by facsimile or by an overnight courier providing proof of service, or mailed, certified mail, return receipt requested, to the following address:

If to Licensor: Paths to Independence, Inc.
4620 E. Frank Phillips Blvd.
Bartlesville, OK 74006

If to Licensee: Bartlesville Public Schools
Attn: Supt. of Schools
1100 South Jennings
Bartlesville, OK 74003

10. **Attorney Fees.** In any action filed to recover damages for breach of this Agreement or to enforce the terms and conditions contained herein, the prevailing party shall be entitled to recover from the other party a reasonable attorney fee and other reasonable court costs and expenses.

11. **Equipment to Remain Personal Property.** The equipment used by Licensee's IT Department shall remain the personal property of the Licensee notwithstanding the fact that

any portion may from time to time be affixed or attached to the Property. Upon termination of the Agreement, the Licensee, at Licensee's sole cost and expense, shall remove its equipment.

12. **Entire Agreement.** The terms and conditions contained herein supersede all prior understandings between the parties and constitute the entire agreement between them concerning the subject matter hereof. This Agreement may not be modified or amended except in writing and signed by authorized representatives of the parties.

13. **Governing Law.** The construction, interpretation and performance of this Agreement shall be in accordance with the laws of the State of Oklahoma.

14. **Severability.** If any part of any provision of this Agreement is held invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity only, and the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. **Relationship of Parties.** Neither party shall have the right, power or authority to act for or on behalf of the other or to create any obligation of the other, express or implied.

16. **Casualty, Insurance and Risk of Loss.** Licensee assumes all risk of loss of and damage to its equipment from any cause. Licensee shall be solely responsible for maintaining property damage, theft and comprehensive insurance in such amounts as are reasonably necessary or desirable to affect the replacement cost of its equipment. Licensee is familiar with the Licensed Premises and accepts the same "AS IS" and agrees that Licensor is under no obligation to make any improvements or accommodations to make the Licensed Premises suitable for Licensee's use.

DATED as of the date first written above.

LICENSOR:

PATHS TO INDEPENDENCE, INC.

By: 

President

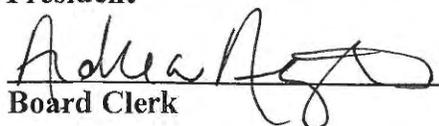
LICENSEE:

**INDEPENDENT SCHOOL DISTRICT NO. 30
OF WASHINGTON COUNTY, OKLAHOMA
a/k/a the Bartlesville Public Schools**

By: 

Board President

ATTEST:



Board Clerk

AMENDMENT

INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA
(d/b/a BARTLESVILLE PUBLIC SCHOOLS)

AND

SODEXO OPERATIONS, LLC

THIS AMENDMENT, dated June 10, 2020, is between INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA (d/b/a BARTLESVILLE PUBLIC SCHOOLS) ("Client") and SODEXO OPERATIONS, LLC, a Delaware limited liability company ("Sodexo").

W I T N E S S E T H:

WHEREAS, Client and Sodexo entered into a certain Management Agreement, dated March 1, 2019 ("Agreement"), whereby Sodexo manages and operates Client's Facilities Management Services at 1100 SW Jennings Avenue in Bartlesville, Oklahoma 74003; and

WHEREAS, the Parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the Parties hereto agree as follows:

1. Section 7.1 is deleted in its entirety and the following substituted therefor:

"7.1 Contract Price. Commencing July 1, 2020, Client shall pay Sodexo a Contract Price. For the period July 1, 2020 to June 30, 2021, the annual Contract Price shall be Three Million One Hundred Twelve Thousand Four Hundred Fifty Seven Dollars (\$3,112,457.00). In any year which is a leap year, the fixed Contract Price shall be increased by an additional day (1/365 of the annual fixed Contract Price) to account for the additional day. Client will pay Sodexo the Contract Price in installment payments, which are determined by dividing the annual amount of the Contract Price by 365 days and this daily amount is applied to the billing frequency below. The Contract Price is based upon Sodexo's estimates at the time of submission taking into account the financial risks assumed by Sodexo and certain fees and Charges incorporated into the calculation of the Contract Price such as Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises, fixed percentage of salaries and wages for health benefits, and supplies and services at invoiced amount with Sodexo retaining allowances negotiated in its national and regional procurement contracts. Commencing July 1, 2021 and annually thereafter, the Contract Price shall be adjusted as specified hereafter."

2. Section 7.2 is deleted in its entirety and the following substituted therefor:

“7.2 Installment Payments. District shall pay Sodexo the Contract Price in installment payments in equal amounts. Sodexo shall submit invoices to District at the end of each Accounting Period. Payment shall be due within thirty (30) days after date of invoice. Payment shall be made by electronic funds transfer into a bank account designated by Sodexo. District shall pay interest on any unpaid amount not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law. Upon termination of this Agreement, all outstanding amounts, including all accrued and unpaid interest, shall become immediately due and payable.

Sodexo shall have the right to apply all payments made by District under this Agreement as Sodexo deems appropriate.”

3. With respect to the Inflation Adjustments set forth in Section 7.5 A, the Parties agree that the index for adjustment shall be modified to the Employment Cost Index-Benefits, Private Industry, All Workers.

4. All capitalized terms used herein shall have the same meanings set forth in the Agreement unless otherwise expressly provided in this Amendment.

5. This Amendment is effective July 1, 2020, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

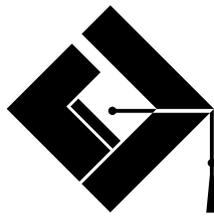
IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

INDEPENDENT SCHOOL DISTRICT NO. 30 OF
WASHINGTON COUNTY, OKLAHOMA

By: _____
Scott Bilger
President, Board of Education

SODEXO OPERATIONS, LLC

By: _____
Charles Thomas
Vice President



STATUTORY WAIVER/DEREGULATION APPLICATION INSTRUCTIONS

(Oklahoma Deregulation Act, 70 O.S. § 3-124, et seq.)

Accreditation Standards Division

2500 North Lincoln Boulevard, Suite 210 • Oklahoma City, Oklahoma 73105-4599

Statutory Waivers/Deregulations for the next year will be accepted from April 1 through October 1, with the following exceptions:

- Resignation of staff causing changes in library media service requirements after October 1.

Other waivers/deregulations such as teachers attending school to obtain library media specialist certificates, alternative school abbreviated days, and waivers of alternative school coop agreements, should all be decided and applied for by October 1st of the current school year.

(For submission of a Statutory Waiver/Deregulation after October 1, call Accreditation, (405) 521-3335.)

NOTE: Beginning July 1, 2018, waivers and deregulations can be requested for three years. (Library Media Specialist Certificate Exemption must provide proof of enrollment for the applicant every year. Library Media Services must provide a schedule of operation every year.)

If you need technical assistance, please discuss the application with the Accreditation Division, (405) 521-3335.

Preparing the Statutory Waiver/Deregulation

- 1 **Submit a cover letter on school letterhead**, with the superintendent's signature, with a brief explanation of the request for a statutory waiver/deregulation.
- 2 Complete entire cover page.
 - Original signatures of the Superintendent, Principals, Board President and notary with a stamp/seal are required.
 - Cite the statute/OAC number in Title 70 or the Oklahoma Administrative Code to be waived (See below).
 - **The questionnaire following the cover sheet must be answered in order to process the application.**
 - **For Library Media Specialist** (teacher obtaining their LMS degree & certification), the teacher affected must include a letter of their intent to obtain the degree/certificate and proof of their enrollment in classes at a qualified university/college for the area of study.
 - **For adjunct teacher waivers:** Application must include board minutes approving the teacher as an adjunct (For those teaching more than three hours per day, 270 hours per semester).
 - **For abbreviated day deregulation:** Application must include a schedule of hours of instruction and numbers of days taught per week.
 - **For library media services deregulation:** Application must include a schedule of operation for the library, hours the library is open and a list of who is scheduled to cover those hours.

3 A Statutory Waiver/Deregulation can be requested for the following statutes and Oklahoma Administrative Codes:

STATUTORY WAIVERS

- 70 O.S. § 1-112 - **Saturday School**
- 70 O.S. § 6-122.3 - **Adjunct Teachers** - teaching for more than three hours a day or 270 clock hours per semester.
- 70 O.S. § 3-126 - **Library Media Specialist/waive certification only** - teacher attending college/university to obtain Library Media Specialist certification.
- 70 O.S. § 1210.568 - **COOP Agreement** - When a public school wants to serve fewer than 10 students in the alt ed program instead of COOPing with other districts.

NOTE: Statute 70 O.S. § 1-111 - Two Instructional Days in a 24 Hour Period (Parent Teacher Conference) and 70 O.S. § 1-109 - Extended/Flexible Day no longer requires a statutory waiver.

DEREGULATIONS

- OAC 210:35-5-71 - **Library Media Services Elementary School** - School is changing the standard of library services for their size school.
- OAC 210:35-7-61 - **Library Media Services Middle School** - School is changing the standard of library services for their size school.
- OAC 210:35-9-71 - **Library Media Services Secondary School** - School is changing the standard of library services for their size school.
- OAC 210:35-29-2 - **Abbreviated Day Alternative Education** - Use both citations for an alternative school to operate with abbreviated hours, less than four hours and 12 minutes of instruction per day, five days a week, or 756 hours per year.
- OAC 210:35-3-46 - **Superintendent, Elementary & Secondary Principal certificate** - serve as High School and Elementary School Principal with a school enrollment more than 500 (requires a dereg.)

NOTE: OAC 210:35-5-42 & 210:35-9-43 - Planning Period Deregulations, no longer requires a deregulation.

In addition, the ***School District Empowerment Program***, 70 O.S. § 3-129.11, allows a local school district to request to the State Board of Education an exemption from all statutory requirements and State Board of Education rules from which charter schools are currently exempt.

SCHOOL SITE STATUTORY WAIVER/DEREGULATION APPLICATION

for 20 _____ – 20 _____ school year

COUNTY _____ SCHOOL DISTRICT _____

SCHOOL DISTRICT MAILING ADDRESS _____ CITY _____ ZIP CODE _____

NAME OF SITE _____

PRINCIPAL SIGNATURE* _____ DATE _____

PRINCIPAL SIGNATURE* _____ DATE _____

PRINCIPAL SIGNATURE* _____ DATE _____

SUPERINTENDENT NAME (PLEASE PRINT) _____

SUPERINTENDENT E-MAIL ADDRESS _____

SUPERINTENDENT SIGNATURE* _____ DATE _____

I hereby certify that this waiver/deregulation application was approved by our local board of education at the meeting on _____, 20 _____

BOARD PRESIDENT SIGNATURE* _____

NOTARY SEAL →

NOTARY _____ DATE _____

COMMISSION EXPIRATION DATE _____

Statute/Oklahoma Administrative Code to be Waived:
(specify statute or OAC (deregulation) number: (see instructions))

*Original signatures are required. The attached questionnaire must be answered to process.**

THE WAIVER/DEREGULATION IS REQUESTED FOR:

_____ One Year Only

_____ Three Years*

*Please see instruction page for additional requirements for a three year request

SDE USE ONLY

PROJECT YEARS

_____ of _____

ENROLLMENT

_____ High School

_____ Jr./Middle High

_____ Elementary

_____ District Total

DATE RECEIVED _____

70 O.S. _____

OAC _____

NAME OF WAIVER _____

A. Reason for the waiver/deregulation request (be specific).

B. List alternate strategies/plans which the district/site proposes, and how this plan will best serve the students of your district, i.e., a description of the educational benefits to the students and learning achievement.

C. Educational impact to the district: Results of the Statutory Waiver/Deregulation, i.e., effect on student performance levels, impact of plan on other sites in the district.

D. Timeline: Please submit class schedule, calendars, assessment forms and other attachments as necessary, or described in instructions.

A waiver/deregulation can be granted for up to 3 years. (Please see instructions for additional requirements)

E. Any financial impact to the District (positive or negative) for the proposed waiver/deregulation.

F. Describe method of assessment or evaluation of effectiveness of the plan.

Summary of insurance proposal for 2020-21

Our insurance agent, BancFirst, solicits annual proposals from insurance providers for both property and workers compensation coverage. We have attached selected pages from BancFirst's summary to support this summary.

Property insurance

"Property" insurance includes coverage for buildings, equipment, autos, general liability, school board legal liability, and cyber liability. Unfortunately, there are only two companies that offer this coverage in the State of Oklahoma at a competitive price: 1) Oklahoma Schools Insurance Group "OSIG", and 2) Oklahoma Schools Risk Management Trust "OSRMT". As part of their due diligence, BancFirst looks in to the financial health of each company submitting proposals. BancFirst has concluded that OSRMT appears to be in poor financial shape based on their audited financial statements; therefore, they did not accept a proposal from this provider. An independent insurance agent had approached us about submitting a proposal directly to the district but we declined that option and said all proposals would have to be submitted to our agent for consideration.

Since OSIG is our only option, BancFirst asked them to prepare price options based on proposed changes in deductibles. As show on the attached page 6, the proposed premium of \$583,228 is \$82,567 higher than the 2019-20 amount assuming the same deductibles. The district has the opportunity to reduce the proposed premium by adjusting our deductibles for either All Other Perils "AOP" or Wind and Hail "W&H" or both. The potential savings from changing our deductibles are show on page 6.

The first proposed revision would increase our W&H deductible by \$50,000 resulting in a premium savings of \$30,055. We believe this is certainly a good trade off. Raising the AOP deductible from \$100k to \$200k would give us the maximum savings of \$96,838. Considering the fact that our Building Fund balance will likely increase by approximately \$250,000 this year would allow us to cover the increased deductibles, if needed. Taking full advantage of the increased deductibles will actually result in lowering our annual premium for property coverage by \$14,271. We recommend accepting the higher deductibles to maximize our premium savings.

Workers Compensation insurance

BancFirst received three proposals for workers compensation coverage. As shown on page 7 attached, AmTrust was the lowest bidder. I met with our human resources staff to discuss these options. It is the consensus of the group that we would like to retain Zenith (non-dividend plan) as our W/C provider even though their premium is not the lowest. We have established a good and productive relationship with Zenith over the last few years and have been extremely happy

with their service. Changing over to a new company would require a significant increase in our workload in the short-term. With all the additional work we have experienced due to COVID 19 and its fallout, we recommend staying with Zenith at this time.

AN INSURANCE PROPOSAL
PREPARED FOR:

Bartlesville Public Schools



PRESENTED BY:

Aaron Reinhardt, AAI
Sean Shadid, CPCU



About BancFirst Insurance Services

BancFirst Insurance Services, Inc. (BFINS) is the insurance division of BancFirst, Oklahoma's largest state chartered bank. Our relationship with BancFirst provides BFINS with unprecedented stability and financial strength. Utilizing the community footprint of BancFirst, our agents provide expertise and guidance throughout Oklahoma.

BFINS is a rapidly growing independent insurance agency dedicated to the highest standards of quality, integrity, and expertise. As an independent insurance agency, BFINS represents our customers, not a specific insurance carrier. With our business model, we review offerings from multiple carriers to find a provider that best fits the coverage, price, and service needs of our customer. Through this process we provide an insurance proposal as unique as the client we serve.

Sample of BancFirst Insurance Clients

- *Union Public Schools*
- *Bixby Public Schools*
- *Yukon Public Schools*
- *Coweta Public Schools*
- *Collinsville Public Schools*
- *Stillwater Public Schools*
- *El Reno Public Schools*
- *Ft. Gibson Public Schools*
- *Muskogee Public Schools*
- *Shawnee Public Schools*
- *Tahlequah Public Schools*
- *Vinita Public School District*
- *Pawnee Public Schools*
- *Greenhill School*

Service Team

Commercial Insurance Agents – Main Contact	
Aaron Reinhardt, AAI	Sean Shadid, CPCU
Direct: (918) 949-6718	Direct: (918) 949-6712
Cell: (918) 859-4043	Cell: (918) 704-7122
aaron.reinhardt@bancfirst.insurance	sean.shadid@bancfirst.insurance
Account Executive – Secondary Contact and Main Processing Contact	
Annissa DeJarnett	
Direct: (918) 949-6721	
annissa.dejarnett@bancfirst.insurance	
Account Manager - Secondary Processing Contact	
Christen Pulver	
Direct: (918) 949-6705	
christen.pulver@bancfirst.insurance	
Claims Manager - Claims Contact	
Don Holman, CPCU; AIC-M	
Direct: (405) 600-1832	
Cell: (405) 317-0087	
don.holman@bancfirst.insurance	

Additional BancFirst Insurance Resources

Terry McCullar, CPA – Operations Management Consultant

Jan Dumont – Human Resources Consultant

State Insurance Program Analysis

OSRMT is currently balance sheet insolvent. **They have a negative net position of \$2.1 million.** We strongly believe that their YTD net position is worse. (OSIG has a net position of \$11,884,669)

The OSPCC insurance program that went under in 2016 had a healthier net position and balance sheet than the current OSRMT program.

OSRMT has consistently underfunded loss reserves every year in existence dating back to 2013.

All of these negative indicators have once again resulted in BancFirst Insurance not being willing to represent the OSRMT Pool or recommend the Pool to any Public Schools in Oklahoma. We want Oklahoma Public Schools to have insurance coverage that will allow claim losses to be paid well into the future.

INTERLOCAL COMPARISON as of 6/30/2019				
	OSRMT 2019	OSRMT 2018	OSIG 2019	OSIG 2018
TOTAL MEMBERS:	105 (down to 87 on 7/1/19)	159	400 (up to 448 on 7/1/19)	375
TOTAL ASSETS:	\$2,952,247	\$4,827,784	\$27,873,251	\$25,916,820
TOTAL LIABILITIES:	\$5,113,646	\$5,801,809	\$16,028,582	\$14,095,484
NET POSITION/SURPLUS:	(\$2,161,399)	(\$974,025)	\$11,844,669	\$11,821,336
Total Increase (Decrease) in NET POSITION:	(\$1,187,374)	(\$1,025,564)	\$23,333	\$636,217
TOTAL MEMBER CONTRIBUTION:	\$11,188,731	\$14,576,246	\$32,123,833	\$26,291,720
	<i>Lost an additional estimated \$4 million on 7/1/19</i>		<i>Added an additional estimated \$4 million on 7/1/19</i>	
UNDERFUNDING OF LOSSES:	Annually	Annually	No	No
DIVIDENDS TO MEMBERS:	No	No	\$1,478,521	\$996,598 in 2016
ROYALTY PAID TO OSSBA:	\$131,000	\$292,000	No	No

Executive Summary

We began discussing the renewal process in early May due to the tough market conditions we saw as we entered 2020. The current property market is in turmoil nationally, but specifically here in Oklahoma, it is as volatile as we have seen it in several decades. It is what we call a "hard" market within the industry. That means rates and deductibles increase (sometimes drastically) and property capacity (or carriers ability to take on new property exposures) goes down. You add this to the sharp increase in liability judgements and the increase in severe auto claims across the country and you are dealing with somewhat of a perfect storm in terms of an extremely difficult insurance landscape.

United Educators, who is the largest writer of liability for Educational Institutions in the nation (including the backing insurer for portions of the liability for OSIG), sent their 2020 outlook in January with some shocking details of the hurdles school liability carriers face. They projected the liability rate need for the educational industry as 60% over the next 2-3 years to offset the large liability losses. Social inflation is here to stay and the impact to educational institutions will be very significant.

Alliant, who insures the property for districts like Union, Jenks, Putnam City and Edmond as part of one of the largest property placements in the world is taking a 22.5% increase in most cases. OSRMT got similar increases on renewals in 2019. We have already seen over 35% increases for schools with more difficult past losses.

All that to say, we are dealing with a very difficult market as we approach the finalization of the insurance renewal for 2020.

Proposal Highlights

- The increase to BPS (16.4%) is under the OSIG minimum increase (22.5%) on the property and casualty lines
- There is no change in the deductible structure. We have offered additional deductible options
- There are no changes in terms or coverages on the liability lines
- We have brought the district every available Workers Compensation option for consideration

Exposure Summary

	Current Exposure	Renewal Exposure	Percent Change
Property	\$265,615,878	\$262,057,684	(1.4%)
Auto	77 Units	78 Units	1.4%

Commercial Package Premium Summary

COVERAGE	2019-20 PREMIUM	RENEWAL PREMIUM
Commercial Package	\$500,661	\$583,228
Property	Included	Included
Crime	Included	Included
General Liability	Included	Included
School Board Legal Liability	Included	Included
Cyber Liability	Included	Included
Commercial Auto	Included	Included
TOTAL ANNUAL	\$500,661	\$583,228

Annual premium increase of 16.5% with current deductible structure

DEDUCIBLE OPTIONS	REVISED COMMERCIAL PACKAGE ANNUAL PREMIUM	ANNUAL SAVINGS
\$100,000 AOP / \$250,000 W&H	\$553,173	\$30,055
\$200,000 AOP / \$200,000 W&H	\$516,443	\$66,785
\$200,000 AOP / \$250,000 W&H	\$486,390	\$96,838

** Current deductibles: \$100,000 All Other Perils / \$200,000 Wind & Hail*

Exposure Summary

	Current Exposure	Renewal Exposure	Percent Change
Workers Comp	\$26,955,944	\$27,592,515	2.5%

Workers Compensation Premium Options

Coverage	Zenith Dividend Plan (Renewal)	Zenith Non-Dividend Option	AmTrust	CompSource
ELL - Each Accident	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
ELL - Policy Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
ELL - Each Employee	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
TOTAL WC PREMIUM	\$95,068	\$89,855	\$85,092	\$94,777

2019 Expiring Workers Compensation Premium: \$93,756

Bartlesville Public Schools

Proposed Paid Meal Prices, SY2020-2021

Paid Meal Prices for SY2019-20

Elementary Breakfast	\$2.10
Elementary Lunch	\$2.95
Secondary Breakfast	\$2.25
Secondary Lunch	\$3.20

Paid Meal Prices for SY2020-21

Elementary Breakfast	\$2.20
Elementary Lunch	\$3.05
Secondary Breakfast	\$2.35
Secondary Lunch	\$3.30