



Regular Meeting of the Board of Education Minutes for Monday, June 3, 2024

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

- I. **Call to Order and Establish a Quorum**
Procedural Item
Attendance Taken at 6:00 PM. Present: Dawn Brockman, Dirk O'Hara, Annette Price, Alex Ruggiers, Absent: Tina Floyd.
- II. **Pledge of Allegiance**
Procedural Item
The Pledge of Allegiance was led by Vice President Dirk O'Hara
- III. **Awards Presentations**
Information Item
 - A. **Mary Daley, 2nd grade teacher at Washington Elementary**
Presented by Jamie Rentzel, Math Coordinator
Information Item
Named an Oklahoma State Finalist for the Presidential Award for Excellence in Mathematics and Science Teaching. The Presidential Award for Excellence in Mathematics and Science Teaching is the highest recognition that a kindergarten through 12th-grade mathematics or science teacher may receive for outstanding teaching in the United States.
 - B. **Pride Month Resolution**
Presented by Alex Ruggiers, Board of Education Member
Information Item

Resolution

Whereas, the Norman Public Schools Board of Education is charged with the management and control of the Norman Public Schools; and

Whereas, Norman Public Schools is a diverse school system serving over 15,000 students in the third-largest city in Oklahoma; and

Whereas, it is imperative Norman students and families, regardless of gender or sexual identity, feel valued, empowered, and supported by their peers, educators, and community leaders; and

Whereas, the Board of Education prohibits bullying of any kind and believe our students, faculty, and staff have the right to learn and work in a safe and nurturing environment that supports their social and emotional wellbeing; and

Whereas, LGBTQ Pride month is celebrated by communities, organizations, and institutions of learning nationally in the month of June; and

Whereas, the Norman Public Schools mission is to prepare and inspire all students to achieve their full potential, and the district holds inclusiveness as a core value; and

Whereas, the Norman Public Schools is enriched by and thrives upon a prolific diversity of ethnic, cultural, racial, ideological, gender, and sexual identities, all of which contribute to the quality of the educational experience in the district; and

Whereas, this nation was founded upon and is guided by a set of principles that include the ideas that every person has been created equal, that each has rights to life, liberty, and the pursuit of happiness, and that each person shall be accorded the full recognition and protection of the law; and

Now, therefore, let it be resolved that we, the members of the Norman Public Schools board of Education, express our unwavering support of all Norman Public Schools students, faculty, staff, and families by proclaiming June, 2024 as LGBTQ Pride Month.

Dated this 3rd day of June, 2024

IV. **Public Communications**

Procedural Item

Meaghan Moulton spoke on the topic of the Norman Public Schools budget and future development.

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

Action Item

Board member Dawn Brockman asked that the Sodexo contract item V.H.2.a be removed from the Consent Agenda and taken up separately. Motion to approve the consent docket items A-O with the exception of the Sodexo contract item V.H.2.a. This motion, made by Alex Ruggiers and seconded by Annette Price, Passed.

Dawn Brockman: Yes, Dirk O'Hara: Yes, Annette Price: Yes, Alex Ruggiers: Yes

The board discussed the Sodexo Management, Inc. Custodial Services Agreement Amendment item V.H.2.A that was pulled from the Consent Agenda Motion approve the Sodexo Management, Inc. Custodial Services Agreement Amendment. This motion, made by Alex Ruggiers and seconded by Annette Price, Passed.

Dawn Brockman: Yes, Dirk O'Hara: Yes, Annette Price: Yes, Alex Ruggiers: Yes

A. **Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2023-2024)**

Consent Item

Purchase Orders #24008506 - #24008896

General Fund- \$149,973.61

Building Fund- \$46,500.00

Child Nutrition Fund- \$439,958.87

Bond Funds- \$832,017.64

Sinking Funds- \$0

Trust Funds- \$2,918,334.95

School Activity Fund- \$200,335.19

Memorandum

To: Cathy Sasser, Clerk of the Board
From: Janine Warren
Date: June 3, 2024
Re: Purchase Order History (Board Meeting 06/03/24)
Report Period: 05/01/24 to 05/29/24

Fiscal Year 24:

Purchase Orders: #24008506 - #24008896

General Fund	\$ 149,973.61
Building Fund	46,500.00
Child Nutrition	439,958.87
Bond Funds	832,017.64
Sinking Funds	-
Trust Funds	2,918,334.95
School Activity Fund	200,335.19

NORMAN PUBLIC SCHOOLS - LIVE



OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 05/01/2024 TO 05/29/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Line Description
DETAILS FOR ACCOUNT: 11.0000.00000.030.0000.0000.000.000. WAREHOUSE INVENTORY							
24008691	001	014472	OKLAHOMA ENVELOPE CO LLC	05/10/24	1,127.63	1,127.63	WAREHOUSE STOCK SEVILLE #10 NO W
					1,127.63	1,127.63	
DETAILS FOR ACCOUNT: 11.0000.52120.320.0000.0000.000.107. PROFESSIONAL EDUCATION SERVICE							
24008720	001	013103	COUNSELING SOLUTIONS, LLC	05/14/24	3,800.00	3,800.00	SHARON HEATLY CONTRACT WORK TO FI
					3,800.00	3,800.00	
DETAILS FOR ACCOUNT: 11.0003.52640.436.0000.0000.000.710. OFFICE MACHINE SERVICES							
24008760	001	007747	SCHOOL SAFE ID LLC	05/15/24	200.00	200.00	BLANKET PO FOR REPAIRS TO VISITOR
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0006.52199.683.0100.0000.000.705. EXTRA CURRICULAR SUPPLIES							
24008873	001	500009	WALMART.COM	05/23/24	250.00	250.00	DECORATIONS FOR GRADUATION AT LLO
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0006.52199.683.0100.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
24008873	001	500009	WALMART.COM	05/23/24	250.00	250.00	DECORATIONS FOR GRADUATION AT LLO
					250.00	250.00	
DETAILS FOR ACCOUNT: 11.0008.52319.582.0000.0000.000.001. OTH BOE-OUT OF DISTRICT TRAVEL							
24008548	001	014618	BROCKMAN, DAWN	05/02/24	200.00	200.00	REIMBURSE OUT-OF-DISRICT TRAVEL
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0008.52573.582.0000.0000.000.001. INSERV TRAIN-OUT OF DIST TRAVE							
24008547	001	011831	STONE CREEK INVESTORS LLC	05/02/24	105.00	105.00	HOTEL ACCOMMODATIONS FOR DAWN BRO
					105.00	105.00	
DETAILS FOR ACCOUNT: 11.0011.51000.681.0441.1050.000.122. COCURRICULAR SUPPLIES							
24008874	001	500000	AMAZON.COM	05/26/24	1,300.00	1,300.00	2024 ELEMENTARY K-5TH GRADES SUMM
					1,300.00	1,300.00	
DETAILS FOR ACCOUNT: 11.0011.52573.860.0000.0000.000.050. INSERV TRAIN-STAFF REG & TUITI							
24008851	001	003920	OKLAHOMA SCIENCE TEACHERS ASS	05/22/24	240.00	240.00	OSTA CONFERENCE REGISTRATION FOR
					240.00	240.00	
DETAILS FOR ACCOUNT: 11.0012.52511.525.0000.0000.000.001. BUSINESS-SURETY BONDS							
24008723	001	011918	INSURICA OF CENTRAL OKLAHOMA	05/14/24	350.00	350.00	SURETY BOND FOR TYLER JONES 7/1/2
					350.00	350.00	
DETAILS FOR ACCOUNT: 11.0012.52511.581.0000.0000.000.050. BUSINESS-IN DISTRICT TRAVEL							
24008588	001	001399	HARMON, BARBARA	05/03/24	50.00	50.00	REIMBURSE FOR MILEAGE TO BANK OF
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.0012.52573.583.0000.0000.000.001. INSERV TRAIN-OUT OF ST TRAVEL							
24008616	001	012200	JP MORGAN CHASE BANK NA	05/06/24	3,200.00	3,200.00	AIRFARE AND HOTEL FOR KARI MOELLE
24008629	001	014567	MOELLER, KARI	05/07/24	330.00	330.00	4 DAYS PER DIEM AND REIMBURSEMENT
					3,530.00	3,530.00	
DETAILS FOR ACCOUNT: 11.0012.52573.860.0000.0000.000.001. INSERV TRAIN-STAFF REG & TUITI							
24008615	001	000718	TYLER TECHNOLOGIES INC	05/06/24	1,449.00	1,449.00	TYLER CONNECT CONFERENCE MAY 19-2
					1,449.00	1,449.00	

NORMAN PUBLIC SCHOOLS - LIVE



OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 05/01/2024 TO 05/29/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0014.52240.614.0100.2100.000.050. TESTING SUPPLIES & MATERIALS							
24008751	001	011002	LANGUAGE TESTING INTERNATIONA	05/15/24	300.00	300.00	AAPPL TESTING FOR SEAL OF BILITER
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0016.51000.449.0100.1187.000.050. OTHER RENTALS OR LEASE SERVICE							
24008752	001	003901	OCKER, KRISTEN - QUEEN OF HAR	05/15/24	200.00	200.00	DRAMA COSTUME RENTAL FROM QUEEN O
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0016.51000.581.0100.3000.000.110. IN DISTRICT TRAVEL							
24008661	001	000317	OSBORN, MARK	05/09/24	125.00	125.00	BLANKET MILEAGE- TRAVELING TEACHE
					125.00	125.00	
DETAILS FOR ACCOUNT: 11.0016.52213.860.0000.0000.000.088. STAFF REGISTRATION & TUITION							
24008887	001	013437	MUSIC WORKSHOPS LLC	05/28/24	590.00	590.00	SUMMER MUSIC WORKSHOP JUNE 17-21,
					590.00	590.00	
DETAILS FOR ACCOUNT: 11.0016.52640.439.0000.0000.000.088. EQUIP-OTH EQUIP & VEH SERV							
24008805	001	014636	ALIKHANI, AKBAR	05/20/24	70.00	70.00	REPAIR WORK ON NNHS ART ROOM SLAB
					70.00	70.00	
DETAILS FOR ACCOUNT: 11.0020.52213.860.0251.0000.000.088. INST SF TRAIN-STAFF REG & TUIT							
24008543	001	013357	SHULL, EMILY	05/02/24	50.00	50.00	REFUND OF REGISTRATION TO NORTHEA
					50.00	50.00	
DETAILS FOR ACCOUNT: 11.0022.51000.681.0815.3330.000.705. COCURRICULAR SUPPLIES							
24008742	001	011311	RGROUP INC - UNITED TURF AND	05/14/24	4,357.50	4,357.50	AERIFICATION AND FERTILIZATION OF
					4,357.50	4,357.50	
DETAILS FOR ACCOUNT: 11.0024.52573.583.0000.0000.000.001. INSERV TRAIN-OUT OF ST TRAVEL							
24008871	001	010737	DINA, TAREK	05/23/24	280.00	280.00	PER DIEM FOR MUNIS CONFERENCE - I
24008872	001	003220	WARREN, JANINE	05/23/24	280.00	280.00	PER DIEM FOR MUNIS CONFERENCE - I
					560.00	560.00	
DETAILS FOR ACCOUNT: 11.0027.52573.860.0271.0000.000.090. STAFF REGISTRATION & TUITION							
24008699	001	001325	CCOSA	05/13/24	1,650.00	1,650.00	REGISTRATION FOR INSTRUCTIONAL CO
					1,650.00	1,650.00	
DETAILS FOR ACCOUNT: 11.0028.52575.611.0000.0000.000.001. PAPER SUPPLIES							
24008673	001	000015	STAPLES CONTRACT & COMMERCIAL	05/09/24	55.00	55.00	2 x COPPER PARCHMENT PAPER 500 SH
					55.00	55.00	
DETAILS FOR ACCOUNT: 11.0029.52620.433.0000.0000.000.705. COOLING SERVICES							
24008842	001	013871	STREETS LLC	05/21/24	18,875.00	18,875.00	REPLACE (29) EXHAUST FANS AT NORM
					18,875.00	18,875.00	
DETAILS FOR ACCOUNT: 11.0029.52620.438.0000.0000.000.091. OTHER BUILDING SERVICES							
24008609	001	008251	SCHINDLER ELEVATOR CORPORATIO	05/06/24	5,490.08	5,490.08	ELEVATOR REPAIR UNEXPECTED/EMERGE
					5,490.08	5,490.08	
DETAILS FOR ACCOUNT: 11.0029.52620.438.0000.0000.000.112. BUILD OP-OTH BUILDING SERV							
24008825	001	014584	HAMIL, JOSEPH	05/21/24	2,000.00	2,000.00	INSTALL BASKETBALL GOALS AT CLEVE
					2,000.00	2,000.00	

NORMAN PUBLIC SCHOOLS - LIVE



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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0029.52620.439.0000.0000.000.050. BUILD OP-OTH EQUIP & VEH SERV							
24008700	001	014619	MORGAN, JOSEPH	05/13/24	3,000.00	3,000.00	TRACTOR SERVICE/REPAIR UNEXPECTED
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.618.0000.0000.000.050. BUILD OP-CLEAN & MAINT SUP							
24008640	001	013207	BINFORD SUPPLY LLC	05/08/24	4,000.00	4,000.00	FENCING SUPPLIES UNEXPECTED/EMERG
24008768	001	000540	J & R WINDOWS AND GLASS INC	05/16/24	5,000.00	5,000.00	GLASS SUPPLIES UNEXPECTED/EMERGEN
					9,000.00	9,000.00	
DETAILS FOR ACCOUNT: 11.0029.52670.438.0000.0000.000.050. SAFETY-OTH BUILDING SERV							
24008767	001	000807	FIREtrol PROTECTION SYSTEMS	05/16/24	20,000.00	5,960.00	MAINTENANCE REPAIR FOR DISTRICT U
					20,000.00	5,960.00	
DETAILS FOR ACCOUNT: 11.0029.52740.439.0000.0000.000.095. OTHER EQUIPMENT & VEHICLE SERV							
24008794	001	013869	LWM ENTERPRISES INC	05/16/24	2,500.00	2,500.00	EQUIPMENT FOR VEHICLES
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 11.0034.52580.346.0000.0000.000.002. TECHNOLOGY RELATED TECHNICAL S							
24008832	001	000429	RK BLACK INC	05/21/24	22,330.19	22,330.19	CLOUD DATA EXPORT TO COFAX FOR TH
					22,330.19	22,330.19	
DETAILS FOR ACCOUNT: 11.0041.51000.581.0100.0000.000.160. IN DISTRICT TRAVEL							
24008641	001	012425	STEWART, MACEY	05/08/24	40.00	40.00	MILEAGE REIMBURSEMENT FOR TRAVELI
					40.00	40.00	
DETAILS FOR ACCOUNT: 11.0041.51000.581.0100.0000.000.165. IN DISTRICT TRAVEL							
24008876	001	013890	ORR, SARAH	05/28/24	25.07	25.07	MILEAGE REIMBURSEMENT FOR TRAVELI
					25.07	25.07	
DETAILS FOR ACCOUNT: 11.0041.51000.581.0100.0000.000.705. INSTRUCT-IN DISTRICT TRAVEL							
24008586	001	014270	GONZALES, ANDREW	05/03/24	100.00	100.00	MILEAGE REIMBURSEMENT FOR TRAVELI
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0041.52573.583.0000.0000.000.001. INSERV TRAIN-OUT OF ST TRAVEL							
24008896	001	012115	NEWMAN, NIKKI	05/29/24	280.00	280.00	PER DIEM FOR MUNIS CONFERENCE - I
					280.00	280.00	
DETAILS FOR ACCOUNT: 11.0041.52573.860.0000.0000.000.001. INSERV TRAIN-STAFF REG & TUITI							
24008603	001	000734	OKLAHOMA STATE SCHOOL BOARDS	05/06/24	100.00	100.00	REGISTRATION FOR HOLLY NEVELS TO
					100.00	100.00	
DETAILS FOR ACCOUNT: 11.0043.52720.612.0000.0000.000.096. VEH OP-AUTO AND BUS SUPPLIES							
24008654	001	013583	CHASE ENTERPRISES INC	05/08/24	526.54	526.54	UNEXPECTED GARAGE SUPPLIES
					526.54	526.54	
DETAILS FOR ACCOUNT: 11.0043.52740.439.0000.0000.000.096. VEH SERV-OTH EQUIP & VEH SERV							
24008652	001	001253	FIRESTONE COMPLETE AUTO CARE	05/08/24	2,500.00	2,500.00	UNEXPECTED BUS AND VEHICLE REPAIR
24008653	001	014170	COLLISION REPAIR CR8 OK LLC	05/08/24	150.00	150.00	UNEXPECTED BODY DAMAGE REPAIR
24008655	001	010962	PENSKE COMMERCIAL VEHICLES US	05/08/24	650.00	650.00	UNEXEPECTED BUS AND VEHICLE REPAI
24008704	001	014170	COLLISION REPAIR CR8 OK LLC	05/13/24	111.35	111.35	UNEXPECTED BODY DAMAGE REPAIR ORI
24008839	001	006858	FERGUSON BUICK GMC LLC	05/21/24	200.00	200.00	UNEXEPECTED BUS AND VEHICLE REPAI
					3,611.35	3,611.35	

NORMAN PUBLIC SCHOOLS - LIVE



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DATE RANGE: 05/01/2024 TO 05/29/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0043.52740.612.0000.0000.000.096. VEH SERV-AUTO AND BUS SUPPLIES							
24008650	001	000427	PENLEY OIL COMPANY	05/08/24	1,500.00	1,500.00	BULK FLUID FOR BUSES THIS SHOULD
24008701	001	012626	ZONAR SYSTEMS INC	05/13/24	800.00	800.00	UNEXEPECTED BUS AND VEHICLE REPAI
					2,300.00	2,300.00	
DETAILS FOR ACCOUNT: 11.0043.52740.810.0000.0000.000.096. VEH SERV-DUES AND FEES							
24008843	001	000475	MOTOR VEHICLE REGISTRATION IN	05/21/24	200.00	200.00	MVRS/TAGS/TITLES
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0044.52199.582.0000.0000.000.001. STUDENT SUPP-OUT OF DIST TRAVE							
24008886	001	010954	JAQUES, RENEE	05/28/24	30.00	30.00	MILEAGE FOR OUT OF DISTRICT TRAVE
					30.00	30.00	
DETAILS FOR ACCOUNT: 11.0044.52340.810.0000.0000.000.001. DUES AND FEES							
24008642	001	001886	JOURNEY HOUSE TRAVEL INC	05/08/24	25.00	25.00	OLIVIA DEAN FLIGHT
					25.00	25.00	
DETAILS FOR ACCOUNT: 11.0044.52573.583.0000.0000.000.001. INSERV TRAIN-OUT OF ST TRAVEL							
24008642	001	001886	JOURNEY HOUSE TRAVEL INC	05/08/24	318.95	318.95	OLIVIA DEAN FLIGHT
					318.95	318.95	
DETAILS FOR ACCOUNT: 11.0044.52573.860.0000.0000.000.001. INSERV TRAIN-STAFF REG & TUITI							
24008541	001	000734	OKLAHOMA STATE SCHOOL BOARDS	05/02/24	100.00	100.00	Title IX: An Introduction to the
24008744	001	000734	OKLAHOMA STATE SCHOOL BOARDS	05/15/24	60.00	60.00	Student Transfers: Legal Consider
					160.00	160.00	
DETAILS FOR ACCOUNT: 11.0059.52199.683.0000.0000.000.093. EXTRA CURRICULAR SUPPLIES							
24008754	001	000371	LOWE'S HOME CENTERS INC	05/15/24	400.95	400.95	MISC. TOOLS AND SUPPLIES FOR NOCP
					400.95	400.95	
DETAILS FOR ACCOUNT: 11.0059.52620.619.0100.0000.000.093. BUILD OP-GEN OFFICE SUPPLIES							
24008753	001	002365	BMI SUPPLY	05/15/24	200.00	200.00	DANCE FLOOR TAPE AND OTHER SUPPLI
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0059.52620.653.0000.0000.000.093. BUILD OP-COMPUTERS							
24008659	001	500001	AMAZON MARKETPLACE	05/09/24	151.00	151.00	REPLACEMENT LIGHT BULBS AND WIREL
					151.00	151.00	
DETAILS FOR ACCOUNT: 11.0070.52213.337.0000.0000.000.050. OTH PROFESSIONAL SERVICES							
24008596	001	011454	PHILLIPS, KYLE B	05/03/24	200.00	200.00	PHOTOGRAPHY SERVICES FOR BABY STE
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0070.52560.540.0000.0000.000.050. ADVERTISING							
24008783	001	010226	FACEBOOK	05/16/24	2,000.00	1,800.00	BLANKET FOR FACEBOOK ADS FOR SCHO
					2,000.00	1,800.00	
DETAILS FOR ACCOUNT: 11.0070.52573.581.0000.0000.000.001. IN DISTRICT TRAVEL							
24008595	001	014155	KORANDA, STEPHEN	05/03/24	275.00	275.00	MILEAGE REIMBURSEMENT FOR STEPHEN
					275.00	275.00	

NORMAN PUBLIC SCHOOLS - LIVE



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DATE RANGE: 05/01/2024 TO 05/29/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0104.51000.673.0100.1050.000.155. PORTABLE DEVICES							
24008877	001	500000	AMAZON.COM	05/28/24	2,241.00	2,241.00	ROBOTS AND ROBOTIC TECH ITEMS THA
					2,241.00	2,241.00	
DETAILS FOR ACCOUNT: 11.0376.51000.344.0100.3004.000.050. SECURITY SERVICES							
24008884	001	000834	CONTEMPORARY SERVICES CORP	05/28/24	600.00	6.00	PARTIAL PAYMENT FOR CSC SERVICES
					600.00	6.00	
DETAILS FOR ACCOUNT: 11.0412.51000.611.0315.8700.000.501. PAPER SUPPLIES							
24008819	001	008909	OKLAHOMA TECHNOLOGY STUDENT A	05/20/24	70.00	70.00	2023-24 CONFERENCE PACKETS FOR TS
					70.00	70.00	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.502. COCURRICULAR SUPPLIES							
24008600	001	010733	PROJECT LEAD THE WAY INC	05/06/24	249.52	249.52	COMPUTER SCIENCE CAREER TECH SUPP
24008687	001	001390	PITSCO EDUCATION LLC	05/09/24	1,699.50	1,699.50	FOUNDATION BOARD, 3-D ECT GATEWAY
					1,949.02	1,949.02	
DETAILS FOR ACCOUNT: 11.0412.51000.681.0315.8700.000.504. COCURRICULAR SUPPLIES							
24008785	001	050009	WALMART	05/16/24	500.00	427.44	CLASSROOM SUPPLIES REF PO # 240
					500.00	427.44	
DETAILS FOR ACCOUNT: 11.0412.52213.583.0312.8600.000.705. OUT OF STATE TRAVEL							
24008831	001	013448	JEFFRIES, CHRIS	05/21/24	806.95	806.95	TRAVEL REIMBURSEMENT FOR 4/26-5/1
					806.95	806.95	
DETAILS FOR ACCOUNT: 11.0412.52213.583.0315.8700.000.501. OUT OF STATE TRAVEL							
24008782	001	012200	JP MORGAN CHASE BANK NA	05/16/24	2,000.00	2,000.00	LODGING FOR TSA NATIONAL CONFEREN
24008820	001	013581	SKOROPOWSKI, BRANDY	05/20/24	950.00	950.00	PER DIEM FOR CONFERENCE IN ORLAND
24008822	001	012200	JP MORGAN CHASE BANK NA	05/20/24	500.00	500.00	AIRFAIR FOR ORLANDO NATIONAL TSA
					3,450.00	3,450.00	
DETAILS FOR ACCOUNT: 11.0511.51000.641.0429.0000.000.050. BOOKS							
24008840	001	013306	VENTRIS LEARNING LLC	05/21/24	9,500.00	9,500.00	UFLI FOUNDATIONS TEACHER'S MANUAL
					9,500.00	9,500.00	
DETAILS FOR ACCOUNT: 11.0511.52199.619.0429.0000.000.088. STUDENT SUPP-GEN OFFICE SUPPLI							
24008750	001	001225	WALMART STORES INC	05/15/24	300.00	300.00	MV ASSIST 160006 160007 160008
24008757	001	001225	WALMART STORES INC	05/15/24	200.00	200.00	MV ASSIST 120015 120016
24008821	001	001225	WALMART STORES INC	05/20/24	100.00	100.00	MV ASSIST 160009
					600.00	600.00	
DETAILS FOR ACCOUNT: 11.0511.52213.641.0429.0000.000.500. BOOKS							
24008847	001	010520	LOVING GUIDANCE INC	05/21/24	861.00	861.00	CONSCIOUS DISCIPLINE BOOKS FOR MI
					861.00	861.00	
DETAILS FOR ACCOUNT: 11.0511.52213.641.0429.0000.000.501. BOOKS							
24008847	001	010520	LOVING GUIDANCE INC	05/21/24	861.00	861.00	CONSCIOUS DISCIPLINE BOOKS FOR MI
					861.00	861.00	
DETAILS FOR ACCOUNT: 11.0511.52213.641.0429.0000.000.502. INST STAFF TRAIN-BOOKS							
24008847	001	010520	LOVING GUIDANCE INC	05/21/24	861.00	861.00	CONSCIOUS DISCIPLINE BOOKS FOR MI
					861.00	861.00	

NORMAN PUBLIC SCHOOLS - LIVE



OPEN PURCHASE ORDERS BY ACCOUNT

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DATE RANGE: 05/01/2024 TO 05/29/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0541.52213.641.0429.0000.000.050. BOOKS							
24008847	001	010520	LOVING GUIDANCE INC	05/21/24	861.00	861.00	CONSCIOUS DISCIPLINE BOOKS FOR MI
					861.00	861.00	
DETAILS FOR ACCOUNT: 11.0541.55500.860.0429.0000.000.050. STAFF REGISTRATION & TUITION							
24008749	001	000518	PAYNE EDUCATION CENTER	05/15/24	2,200.00	2,200.00	REGISTRATION FOR TERRA VERDE TO A
					2,200.00	2,200.00	
DETAILS FOR ACCOUNT: 11.0561.51000.322.0429.0000.000.092. INSTRUCTIONAL SERVICES							
24008758	001	010616	HUYNH, JOHN	05/15/24	200.00	200.00	CULTURAL ACTIVITY
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0613.52573.860.0239.0000.000.089. INSERV TRAIN-STAFF REG & TUITI							
24008722	001	010619	BOARD OF REGENTS OF THE UNIVE	05/14/24	500.00	500.00	REGISTRATION FEE FOR THE OKLAHOMA
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0621.52135.581.0239.0000.000.089. IN DISTRICT TRAVEL							
24008725	001	002094	JONES, CYNTHIA	05/14/24	150.00	150.00	2023-2024 TRAVEL/OCCUPATIONAL THE
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0621.52170.581.0239.0000.000.089. IN DISTRICT TRAVEL							
24008604	001	006958	WILSON, JENNIFER	05/06/24	150.00	150.00	2023-2024 TRAVEL/PHYSICAL THERAPY
					150.00	150.00	
DETAILS FOR ACCOUNT: 11.0621.52213.322.0239.0000.000.089. INST STAFF TRAIN-INSTRUCT SERV							
24008828	001	014645	OKLAHOMA ASSISITIVE TECHNOLOG	05/21/24	1,296.51	1,296.51	ASSISTIVE TECHNOLOGY EVALUATON -
					1,296.51	1,296.51	
DETAILS FOR ACCOUNT: 11.0716.51000.619.0100.1050.000.120. GENERAL OFFICE SUPPLIES							
24008532	001	500000	AMAZON.COM	05/02/24	210.00	210.00	4- SKILLMATICS BOARD GAME RAPID R
24008533	001	000823	LAKESHORE LEARNING MATERIALS	05/02/24	335.24	335.24	4- MATCH & SORT VOCABULARY QUICKI
					545.24	545.24	
DETAILS FOR ACCOUNT: 11.0716.51000.641.0100.1050.000.120. BOOKS							
24008531	001	500000	AMAZON.COM	05/02/24	260.00	260.00	2- TEACHER CREATED MATERIALS, LIT
24008599	001	001228	ERIC ARMIN INC - EAI EDUCATIO	05/06/24	575.70	575.70	3- SMITHSONIAN INFORMATIONAL TEXT
					835.70	835.70	
DETAILS FOR ACCOUNT: 11.0796.52199.619.0000.0000.000.050. GENERAL OFFICE SUPPLIES							
24008689	001	012965	AVERY PRODUCTS CORPORATION	05/10/24	400.00	400.00	PLANNERS AND SUPPLIES FOR FEDERAL
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0796.52199.653.0429.0000.000.050. TECH RELATED SUPPLIES							
24008540	001	013414	ODP BUSINESS SOLUTIONS LLC	05/02/24	2,500.00	2,500.00	PRINTER CARTRIDGES FOR FEDERAL PR
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 11.1006.52520.653.0000.0000.000.094. TECH RELATED SUPPLIES							
24008656	001	000429	RK BLACK INC	05/08/24	210.00	210.00	MAILROOM PRINTER TONER - 1 MAGENT
					210.00	210.00	

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DATE RANGE: 05/01/2024 TO 05/29/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.1165.51000.681.0442.0000.000.502. COCURRICULAR SUPPLIES							
24008881	001	500000	AMAZON.COM	05/28/24	986.93	986.93	MIDDLE SCHOOL STEAM CAMP SUPPLIES
24008882	001	500009	WALMART.COM	05/28/24	400.00	400.00	MIDDLE SCHOOL STEAM CAMP SUPPLIES
24008883	001	000257	BLICK ART MATERIALS	05/28/24	100.00	100.00	MIDDLE SCHOOL STEAM CAMP SUPPLIES
24008890	001	500000	AMAZON.COM	05/28/24	1,300.00	1,300.00	MIDDLE SCHOOL STEAM CAMP SUPPLIES
					2,786.93	2,786.93	
DETAILS FOR ACCOUNT: 11.1169.51000.673.0129.2500.000.001. PORTABLE DEVICES							
24008549	001	013961	LONG YU	05/02/24	90.00	90.00	2 BAMBU LAB P1P ENCLOSURE KIT AND
					90.00	90.00	
TOTALS FOR FUND: 11 GENERAL FUND					149,973.61	135,067.05	

DETAILS FOR ACCOUNT: 21.0000.54620.443.0000.0000.000.001. LAND AND BUILDING SERVICES							
24008563	002	001270	BANCFIRST	05/03/24	3,000.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008563	003	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008563	004	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008563	005	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008563	006	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008563	007	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008563	008	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008563	009	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008563	010	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	001	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	002	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	003	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	004	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	005	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	006	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	007	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	008	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	009	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	010	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	011	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	012	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	013	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	014	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	015	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	016	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	017	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	018	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	019	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	020	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
24008564	021	001270	BANCFIRST	05/03/24	1,500.00	1,500.00	LEASE RENTAL PAYMENT FOR LEASE RE
					46,500.00	45,000.00	
TOTALS FOR FUND: 21 BUILDING FUND					46,500.00	45,000.00	

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DATE RANGE: 05/01/2024 TO 05/29/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 22.0000.41710.000.0700.0000.000.055. STUDENT MEALS							
24008735	001	014643	VANEATON, ELAINA	05/14/24	32.00	32.00	REFUND FOR: PRESTON VANEATON
24008784	001	006962	SALTUS, PATRICIA	05/16/24	14.10	14.10	REFUND FOR: SHANE SALTUS
24008865	001	014658	FORD, TIFFANY	05/23/24	28.00	28.00	REFUND FOR: DESIREE CIANNA RILEY
24008866	001	014657	VASSAR, GLENDA	05/23/24	50.85	50.85	REFUND FOR: JADEN VASSAR - NORMAN
24008867	001	014659	RYU, JUNG	05/23/24	50.00	50.00	REFUND FOR: BAILEY RYU - EISENHOW
					174.95	174.95	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.115. APPLIANCES/FURN/FIXTURES							
24008868	001	014505	PLATINUM VENTURES INC	05/23/24	1,851.36	1,851.36	QUOTE: REFERENCE NUMBER 38673 DEL
					1,851.36	1,851.36	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.122. APPLIANCES/FURN/FIXTURES							
24008601	001	013614	STATEWIDE HEATING AIR CONDITI	05/06/24	4,180.00	4,180.00	HOSHIZAKI EF2A-FS REACH-IN FREEZE
					4,180.00	4,180.00	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.140. APPLIANCES/FURN/FIXTURES							
24008868	001	014505	PLATINUM VENTURES INC	05/23/24	1,851.36	1,851.36	QUOTE: REFERENCE NUMBER 38673 DEL
					1,851.36	1,851.36	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.151. APPLIANCES/FURN/FIXTURES							
24008868	001	014505	PLATINUM VENTURES INC	05/23/24	1,851.36	1,851.36	QUOTE: REFERENCE NUMBER 38673 DEL
					1,851.36	1,851.36	
DETAILS FOR ACCOUNT: 22.0000.53140.651.0700.0000.000.055. APPLIANCES/FURN/FIXTURES							
24008573	002	014505	PLATINUM VENTURES INC	05/03/24	270.00	270.00	EDLUND MODEL NO K004SP #1 KNIFE,
					270.00	270.00	
DETAILS FOR ACCOUNT: 22.0000.53140.651.0700.0000.000.705. APPLIANCES/FURN/FIXTURES							
24008561	001	014505	PLATINUM VENTURES INC	05/03/24	483.84	483.84	GREEN TREE PROGRAM - SUSTAINABILI
24008573	001	014505	PLATINUM VENTURES INC	05/03/24	1,788.00	1,788.00	EDLUND MODEL NO 1 PACKED 3 EACH
					2,271.84	2,271.84	
DETAILS FOR ACCOUNT: 22.0000.53140.860.0700.0000.000.055. STAFF REGISTRATION & TUITION							
24008598	001	014632	SCHOOL NUTRITION ASSOCIATION	05/06/24	460.00	460.00	REGISTRATION FOR THE FOLLOWING: L
					460.00	460.00	
DETAILS FOR ACCOUNT: 22.0000.54720.723.0700.0000.000.130. HEATING AND COOLING							
24008671	001	000544	S.E. HARDESTY CO INC	05/09/24	58,169.00	58,169.00	HVAC REPLACEMENT PACKAGE MADISON
					58,169.00	58,169.00	
DETAILS FOR ACCOUNT: 22.0000.54720.723.0700.0000.000.153. HEATING AND COOLING							
24008671	001	000544	S.E. HARDESTY CO INC	05/09/24	75,645.00	75,645.00	HVAC REPLACEMENT PACKAGE MADISON
					75,645.00	75,645.00	
DETAILS FOR ACCOUNT: 22.0000.54720.723.0700.0000.000.155. HEATING AND COOLING							
24008766	002	008667	WAGGONER HEATING AND AIR COND	05/16/24	80,563.00	80,563.00	HVAC REPLACEMENT PACKAGE 3 LONGFE
					80,563.00	80,563.00	
DETAILS FOR ACCOUNT: 22.0000.54720.723.0700.0000.000.160. HEATING AND COOLING							
24008766	003	008667	WAGGONER HEATING AND AIR COND	05/16/24	81,169.00	81,169.00	HVAC REPLACEMENT PACKAGE 3 LONGFE
					81,169.00	81,169.00	

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DATE RANGE: 05/01/2024 TO 05/29/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 22.0000.54720.723.0700.0000.000.502. HEATING AND COOLING							
24008766	001	008667	WAGGONER HEATING AND AIR COND	05/16/24	131,502.00	131,502.00	HVAC REPLACEMENT PACKAGE 3 LONGFE
					131,502.00	131,502.00	
TOTALS FOR FUND: 22 CHILD NUTRITION FUND					439,958.87	439,958.87	

DETAILS FOR ACCOUNT: 30.0133.52620.550.0000.0000.000.107. PRINTING & BINDING							
24008791	001	004482	WALKER COMPANIES	05/16/24	3,700.00	3,700.00	STOCK TWILL FABRIC COLOR (X10) BO
24008791	002	004482	WALKER COMPANIES	05/16/24	122.03	122.03	EQUIPMENT RENTAL
					3,822.03	3,822.03	

DETAILS FOR ACCOUNT: 30.0276.52580.653.0000.0000.000.500. TECH RELATED SUPPLIES							
24008651	001	005090	UNITED SYSTEMS INC	05/08/24	1,058.92	1,058.92	P2P UBIQUITY
					1,058.92	1,058.92	

DETAILS FOR ACCOUNT: 30.0276.54720.452.0000.0000.000.135. ELECTRICAL SYSTEMS SERVICES							
24008703	001	006168	DIGI SECURITY SYSTEMS LLC	05/13/24	2,980.01	2,980.01	MCKINLEY NEW WING INTRUSISON
					2,980.01	2,980.01	

DETAILS FOR ACCOUNT: 30.0276.54720.452.0000.0000.000.150. ELECTRICAL SYSTEMS SERVICES							
24008702	001	006168	DIGI SECURITY SYSTEMS LLC	05/13/24	2,309.09	2,309.09	MONROE NEW WING INTRUSION
					2,309.09	2,309.09	

TOTALS FOR FUND: 30 BOND FUND-REC'D 2010					10,170.05	10,170.05	
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DETAILS FOR ACCOUNT: 31.0137.51000.673.0100.0000.000.050. PORTABLE DEVICES							
24008529	001	000824	APPLE INC	05/02/24	303,620.00	303,620.00	SOLE SOURCE 1700 MACBOOKS STAFF U
					303,620.00	303,620.00	

DETAILS FOR ACCOUNT: 31.0137.54720.653.0000.0000.000.002. TECH RELATED SUPPLIES							
24008607	001	005090	UNITED SYSTEMS INC	05/06/24	3,256.55	3,256.55	New PAC Voice Gateway for Phones
					3,256.55	3,256.55	

TOTALS FOR FUND: 31 BOND FUND-REC'D 2011					306,876.55	306,876.55	
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DETAILS FOR ACCOUNT: 32.0133.52620.456.0000.0000.000.130. PAINTING AND GLAZING SERVICES							
24008769	001	014130	ADVANCED COMMERCIAL PAINTING	05/16/24	12,500.00	12,500.00	SUPPLY AND INSTALL - PAINT SYSTEM
					12,500.00	12,500.00	

DETAILS FOR ACCOUNT: 32.0133.52620.456.0000.0000.000.501. PAINTING AND GLAZING SERVICES							
24008527	001	014130	ADVANCED COMMERCIAL PAINTING	05/01/24	97,300.00	97,300.00	SUPPLY AND INSTALL - PATCH, REPAI
					97,300.00	97,300.00	

DETAILS FOR ACCOUNT: 32.0133.52620.550.0000.0000.000.107. PRINTING & BINDING							
24008791	002	004482	WALKER COMPANIES	05/16/24	1,033.97	1,033.97	EQUIPMENT RENTAL

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
24008791	003	004482	WALKER COMPANIES	05/16/24	4,650.00	4,650.00	INSTALLATION
					5,683.97	5,683.97	
DETAILS FOR ACCOUNT: 32.0133.52620.550.0000.0000.000.120. PRINTING & BINDING							
24008792	001	004482	WALKER COMPANIES	05/16/24	3,885.00	3,885.00	STOCK TWILL FABRIC COLOR (X11) KE
24008792	002	004482	WALKER COMPANIES	05/16/24	1,156.20	1,156.20	EQUIPMENT RENTAL
24008792	003	004482	WALKER COMPANIES	05/16/24	5,250.00	5,250.00	INSTALLATION
24008793	002	004482	WALKER COMPANIES	05/16/24	1,156.20	1,156.20	EQUIPMENT RENTAL
24008793	003	004482	WALKER COMPANIES	05/16/24	5,250.00	5,250.00	INSTALLATION
					16,697.40	16,697.40	
DETAILS FOR ACCOUNT: 32.0133.52620.550.0000.0000.000.122. PRINTING & BINDING							
24008793	001	004482	WALKER COMPANIES	05/16/24	4,070.00	4,070.00	STOCK TWILL FABRIC COLOR (X11) IM
					4,070.00	4,070.00	
DETAILS FOR ACCOUNT: 32.0284.51000.681.0100.3300.000.705. COCURRICULAR SUPPLIES							
24008534	001	007572	BIG GAME SPORTS INC	05/02/24	719.92	719.92	TEAM ISSUE PLAYOFF LEATHER FOOTBA
24008534	002	007572	BIG GAME SPORTS INC	05/02/24	12.99	12.99	LEATHER CONDITIONING OF FOOTBALLS
24008534	003	007572	BIG GAME SPORTS INC	05/02/24	15.00	15.00	SHIPPING
					747.91	747.91	
DETAILS FOR ACCOUNT: 32.0285.52640.439.0000.0000.000.050. OTHER EQUIPMENT & VEHICLE SERV							
24008579	001	006294	PALEN MUSIC CENTER	05/03/24	5,009.00	5,009.00	SUMMER 2024 BRASS INSTRUMENT REPA
24008580	001	000585	GILLIAM MUSIC COMPANY	05/03/24	2,596.00	2,596.00	SUMMER 2024 WOODWIND INSTRUMENT R
24008582	001	000585	GILLIAM MUSIC COMPANY	05/03/24	4,805.00	4,805.00	SUMMER 2024 INSTRUMENT REPAIR FOR
24008583	001	000585	GILLIAM MUSIC COMPANY	05/03/24	3,151.00	3,151.00	SUMMER 2024 INSTRUMENT REPAIR FOR
24008660	001	010624	CONTRERAS, CHRISTOPHER DAVID	05/09/24	3,000.00	3,000.00	SUMMER 2024 ORCHESTRA INSTRUMENT
					18,561.00	18,561.00	
TOTALS FOR FUND: 32 BOND FUND-REC'D 2012					155,560.28	155,560.28	
DETAILS FOR ACCOUNT: 33.0133.52620.456.0000.0000.000.090. PAINTING AND GLAZING SERVICES							
24008528	001	014130	ADVANCED COMMERCIAL PAINTING	05/01/24	63,300.00	63,300.00	SUPPLY AND INSTALL - PAINT SYSTEM
					63,300.00	63,300.00	
DETAILS FOR ACCOUNT: 33.0239.54300.716.0000.0000.000.160. PLAYGROUND IMPROVEMENTS							
24008764	002	000276	PLAYCORE WISCONSIN INC	05/15/24	1,886.00	1,886.00	PRIMETIME SWING 3 1/2 X 8
24008764	003	000276	PLAYCORE WISCONSIN INC	05/15/24	2,334.00	2,334.00	PRIMETIME SWING ADD A BAY 3 1/2 X
24008764	004	000276	PLAYCORE WISCONSIN INC	05/15/24	2,304.00	2,304.00	BELT SEAT 3 1/2 OD
24008764	005	000276	PLAYCORE WISCONSIN INC	05/15/24	3,260.00	3,260.00	4 1/2 X 5 HEAVY DUTY FINISH ALUMI
24008764	006	000276	PLAYCORE WISCONSIN INC	05/15/24	52,217.00	52,217.00	GT IMPAX POURED IN PLACE SURFACIN
					62,001.00	62,001.00	
DETAILS FOR ACCOUNT: 33.0244.54720.332.0000.0000.000.145. ARCHITECTURAL SERVICES							
24008888	002	013483	CWA GROUP PLLC	05/28/24	2,187.50	2,187.50	WILSON ELEMENTARY
					2,187.50	2,187.50	
DETAILS FOR ACCOUNT: 33.0246.54720.332.0000.0000.000.107. ARCHITECTURAL SERVICES							
24008888	001	013483	CWA GROUP PLLC	05/28/24	44,450.00	44,450.00	LAKEVIEW ELEMENTARY
					44,450.00	44,450.00	

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
TOTALS FOR FUND:		33	BOND FUND-REC'D 2013		171,938.50	171,938.50	
DETAILS FOR ACCOUNT: 34.0180.54720.332.0000.0000.000.151. ARCHITECTURAL SERVICES							
24008806	001	005808	MA+ ARCHITECTURE LLC	05/20/24	9,187.50	9,187.50	NANCY O'BRIAN CENTER FOR PERFORMI
					9,187.50	9,187.50	
DETAILS FOR ACCOUNT: 34.0181.54720.332.0000.0000.000.160. ARCHITECTURAL SERVICES							
24008889	002	013483	CWA GROUP PLLC	05/28/24	39,375.00	39,375.00	WASHINGTON ELEMENTARY
					39,375.00	39,375.00	
DETAILS FOR ACCOUNT: 34.0182.54720.332.0000.0000.000.151. ARCHITECTURAL SERVICES							
24008889	001	013483	CWA GROUP PLLC	05/28/24	26,687.50	26,687.50	REAGAN ELEMENTARY
					26,687.50	26,687.50	
DETAILS FOR ACCOUNT: 34.0239.54300.716.0000.0000.000.160. PLAYGROUND IMPROVEMENTS							
24008764	001	000276	PLAYCORE WISCONSIN INC	05/15/24	31,423.92	31,423.92	SKYRUN ZIP TRACK 50FT ZERO G & ZI
24008764	006	000276	PLAYCORE WISCONSIN INC	05/15/24	30,739.00	30,739.00	GT IMPAX POURED IN PLACE SURFACIN
24008764	007	000276	PLAYCORE WISCONSIN INC	05/15/24	18,375.00	18,375.00	INSTALLATION OF ABOVE EQUIPMENT -
24008764	008	000276	PLAYCORE WISCONSIN INC	05/15/24	3,250.00	3,250.00	INSTALLATION OF STRIPING BASKETBA
24008764	009	000276	PLAYCORE WISCONSIN INC	05/15/24	19,906.25	19,906.25	INSTALLATION - PROVIDE & INSTALL
24008764	010	000276	PLAYCORE WISCONSIN INC	05/15/24	1,500.00	1,500.00	INSTALLATION - PROVIDE AND INSTA
24008764	011	000276	PLAYCORE WISCONSIN INC	05/15/24	3,791.11	3,791.11	FREIGHT
					108,985.28	108,985.28	
DETAILS FOR ACCOUNT: 34.0285.51000.651.0100.2811.000.710. APPLIANCES/FURN/FIXTURES							
24008885	001	500001	AMAZON MARKETPLACE	05/28/24	236.98	236.98	ART TABLE FOR NNHS ART ROOM
					236.98	236.98	
DETAILS FOR ACCOUNT: 34.0285.51000.655.0100.0000.000.050. INSTRUMENTS							
24008844	001	000585	GILLIAM MUSIC COMPANY	05/21/24	3,000.00	3,000.00	QTY. 5 CELLO PURCHASE FOR NPS ELE
					3,000.00	3,000.00	
TOTALS FOR FUND:		34	BOND FUND-REC'D 2014		187,472.26	187,472.26	
DETAILS FOR ACCOUNT: 61.0805.51000.345.0100.3330.000.705. INSTR-OTH COMP EVENTS OFFICIAL							
24008649	001	003118	TROXELL, COY BRUCE	05/08/24	250.00	250.00	ASSIGNING FEE FOR BASEBALL ASSIGN
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0805.51000.810.0100.3330.000.710. INSTRUCTION-DUES AND FEES							
24008665	001	003118	TROXELL, COY BRUCE	05/09/24	250.00	250.00	BASEBALL ASSIGNER 2024 SEASON
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0816.52199.343.0800.0000.000.705. STUD SUPP-GAME OFFICIALS SERV							
24008559	001	002300	TAYLOR, LARRY	05/03/24	150.00	150.00	OFFICIAL SCHEDULING FEE FOR 2023-
					150.00	150.00	

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DETAILS FOR ACCOUNT: 61.0817.51000.657.0100.3330.000.705. UNIFORMS							
24008648	001	001269	BSN SPORTS	05/08/24	409.50	409.50	black, white-SQUAD 3.0 FZ WARMUP
24008648	002	001269	BSN SPORTS	05/08/24	93.60	93.60	FREIGHT \$187.20
24008648	003	001269	BSN SPORTS	05/08/24	409.50	409.50	black, white-SQUAD 3.0 WARMUP PAN
24008648	004	001269	BSN SPORTS	05/08/24	175.50	175.50	black, white-WOMENS SQUAD 3.0 FZ
24008648	005	001269	BSN SPORTS	05/08/24	175.50	175.50	black, white-WOMENS SQUAD 3.0 WAR
					1,263.60	1,263.60	
DETAILS FOR ACCOUNT: 61.0817.51000.682.0100.3300.000.705. INSTR-AWARDS/GIFTS/DECOR							
24008860	001	000513	PETERS, VINCENT - SOONER TROP	05/22/24	100.00	100.00	MEDALS - 4 @ \$50
24008860	002	000513	PETERS, VINCENT - SOONER TROP	05/22/24	90.00	90.00	MEDALS - 4 @ \$45
24008860	003	000513	PETERS, VINCENT - SOONER TROP	05/22/24	280.00	280.00	MEDALS - 14 @ \$40
					470.00	470.00	
DETAILS FOR ACCOUNT: 61.0817.52199.682.0900.0000.000.501. REFRESHMENTS/AWARDS/GIFTS							
24008635	001	000283	HEYDAY ENTERTAINMENT LLC	05/07/24	1,000.00	1,000.00	BOWLING FOOD RESERVED SPACE FOR T
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0818.51000.657.0100.3330.000.705. UNIFORMS							
24008648	001	001269	BSN SPORTS	05/08/24	409.50	409.50	black, white-SQUAD 3.0 FZ WARMUP
24008648	002	001269	BSN SPORTS	05/08/24	93.60	93.60	FREIGHT \$187.20
24008648	003	001269	BSN SPORTS	05/08/24	409.50	409.50	black, white-SQUAD 3.0 WARMUP PAN
24008648	004	001269	BSN SPORTS	05/08/24	175.50	175.50	black, white-WOMENS SQUAD 3.0 FZ
24008648	005	001269	BSN SPORTS	05/08/24	175.50	175.50	black, white-WOMENS SQUAD 3.0 WAR
					1,263.60	1,263.60	
DETAILS FOR ACCOUNT: 61.0818.51000.682.0100.3300.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008860	001	000513	PETERS, VINCENT - SOONER TROP	05/22/24	100.00	100.00	MEDALS - 4 @ \$50
24008860	002	000513	PETERS, VINCENT - SOONER TROP	05/22/24	90.00	90.00	MEDALS - 4 @ \$45
24008860	003	000513	PETERS, VINCENT - SOONER TROP	05/22/24	280.00	280.00	MEDALS - 14 @ \$40
					470.00	470.00	
DETAILS FOR ACCOUNT: 61.0819.51000.810.0100.3330.000.710. INSTRUCTION-DUES AND FEES							
24008853	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	05/22/24	2,020.00	2,020.00	BASEBALL STATE OSSAA TICKET SALES
24008854	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	05/22/24	254.40	254.40	OSSAA SOCCER REGIONAL TICKET SALE
24008855	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	05/22/24	262.90	262.90	OSSAA SOCCER REGIONAL TICKET SALE
24008856	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	05/22/24	911.00	911.00	OSSAA SOCCER REGIONAL TICKET SALE
24008857	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	05/22/24	330.00	330.00	GIRLS STATE GOLF FEE
24008858	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	05/22/24	495.00	495.00	BOYS STATE GOLF FEE
					4,273.30	4,273.30	
DETAILS FOR ACCOUNT: 61.0819.52199.682.0100.3330.000.710. REFRESHMENTS/AWARDS/GIFTS							
24008667	001	012200	JP MORGAN CHASE BANK NA	05/09/24	700.00	584.01	BLANKET SAMS CLUB HOSPITALITY
24008668	001	013065	EAGLE ONE PIZZA	05/09/24	500.00	500.00	BLANKET PIZZA
24008669	001	006028	COSTELLO INVESTMENTS LLC	05/09/24	500.00	500.00	FIREHOUSE SUB BLANKET
24008670	001	011435	MAULDIN, NICK - CHICK FIL A	05/09/24	500.00	500.00	CHIC FIL A HOSPITALITY
					2,200.00	2,084.01	
DETAILS FOR ACCOUNT: 61.0819.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008861	001	008836	DENTON, MICHAEL - DENTON VISU	05/22/24	180.00	180.00	CUT VINYL PRINTING - NEW HALL OF
24008861	002	008836	DENTON, MICHAEL - DENTON VISU	05/22/24	75.00	75.00	INSTALLATION/REPAIR - NEW HALL OF
					255.00	255.00	

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DETAILS FOR ACCOUNT: 61.0819.52720.516.0100.0000.000.710. STUDENT OUT OF DISTRICT MEALS							
24008852	001	010653	LOUIE'S AT BROOKHAVEN LLC	05/22/24	399.93	399.93	SOCCER TEAM MEAL FOR STATE
					399.93	399.93	
DETAILS FOR ACCOUNT: 61.0819.54300.711.0819.3330.000.003. ATHLETIC AREAS							
24008742	002	011311	RGROUP INC - UNITED TURF AND	05/14/24	4,357.50	4,357.50	AERICIATION AND FERTILIZATION OF
					4,357.50	4,357.50	
DETAILS FOR ACCOUNT: 61.0821.51000.810.0800.3300.000.705. INSTRUCTION-DUES AND FEES							
24008835	001	000725	OKLAHOMA CITY PUBLIC SCHOOLS	05/21/24	200.00	200.00	ENTRY FEE FOR 2024 GIRLS GOLF - J
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0824.51000.614.0100.0000.000.710. INSTR-TESTING SUPPLIES & MAT							
24008657	001	000854	COLLEGE ENTRANCE EXAMINATION	05/09/24	56,000.00	56,000.00	AP EXAMS FOR SCHOOL YEAR 2024
					56,000.00	56,000.00	
DETAILS FOR ACCOUNT: 61.0827.51000.681.0100.0000.000.125. COCURRICULAR SUPPLIES							
24008696	001	010280	MICHAELS STORES INC	05/13/24	40.00	8.69	CRAFT SUPPLIES FOR MUSIC PROGRAM.
					40.00	8.69	
DETAILS FOR ACCOUNT: 61.0827.52199.641.0900.0000.000.125. STUDENT SUPPORT-BOOKS							
24008862	001	000231	SOLUTION TREE INC	05/22/24	100.00	100.00	SUCCESS FOR OUR YOUNGEST LEARNERS
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0827.52340.682.0900.0000.000.001. REFRESHMENTS/AWARDS/GIFTS							
24008726	001	012841	NORMAN REGIONAL HEALTH FOUNDA	05/14/24	512.60	512.60	ANNUAL BANQUET - AMBASSADOR SPONS
					512.60	512.60	
DETAILS FOR ACCOUNT: 61.0827.52410.619.0900.0000.000.125. PRINC OFF-GEN OFFICE SUPPLIES							
24008845	001	000082	NSS LLC	05/21/24	40.00	40.00	4 NEW STAFF NAMEPLATES \$8.75/EACH
					40.00	40.00	
DETAILS FOR ACCOUNT: 61.0828.51000.651.0100.3004.000.705. APPLIANCES/FURN/FIXTURES							
24008836	001	000125	JW PEPPER & SON INC	05/21/24	2,872.00	2,872.00	2 MARCHING BAND PODIUMS-SILVER @
					2,872.00	2,872.00	
DETAILS FOR ACCOUNT: 61.0828.52199.810.0900.0000.000.502. STUDENT SUPPORT-DUES AND FEES							
24008771	001	000109	CLP FRONTIER CITY LLC	05/16/24	5,622.50	5,622.50	FRONTIER CITY ADMISSION FINE ARTS
					5,622.50	5,622.50	
DETAILS FOR ACCOUNT: 61.0829.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24008730	001	014483	ZHENG & LIN LLC	05/14/24	180.00	180.00	FOOD FOR CLUB BANQUET MAY 17, 202
24008731	001	001225	WALMART STORES INC	05/14/24	62.88	62.88	DRINKS, UTENSILS AND DECORATIONS
					242.88	242.88	
DETAILS FOR ACCOUNT: 61.0834.52199.657.0834.3330.000.504. UNIFORMS							
24008705	001	500000	AMAZON.COM	05/13/24	1,800.00	1,800.00	23 BACKPACKS 25 JACKETS
24008728	001	000288	VARSITY SPIRIT FASHIONS AND S	05/14/24	1,198.00	1,198.00	SKORT SKPM1501
24008728	002	000288	VARSITY SPIRIT FASHIONS AND S	05/14/24	1,158.00	1,158.00	BUTTERFLY SHORT FLSH24
24008729	001	005555	MOVIE SHOW VIDEO MGT INC	05/14/24	879.20	879.20	4" SOLID COLOR PLASTIC BATON HAND
					5,035.20	5,035.20	

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DETAILS FOR ACCOUNT: 61.0834.52199.683.0900.0000.000.500. STUD SUPP-EXTRA CURRICULAR SUP							
24008780	001	500000	AMAZON.COM	05/16/24	200.00	200.00	IRIVNG/CHEER-SUPPLIES- BOWS-BLUE
24008869	001	000527	MASSIVE GRAPHICS INC	05/23/24	1,155.00	1,155.00	CHEER SHIRTS-38-SMALLS,12-MEDIUM,
					1,355.00	1,355.00	
DETAILS FOR ACCOUNT: 61.0834.52199.683.0900.0000.000.504. STUD SUPP-EXTRA CURRICULAR SUP							
24008708	001	500000	AMAZON.COM	05/13/24	375.00	375.00	INFLATABLE AIR TUMBLING MAT AND C
					375.00	375.00	
DETAILS FOR ACCOUNT: 61.0837.52410.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008585	001	000844	OZARK PIZZA COMPANY - PAPA JO	05/03/24	150.00	150.00	FEBRUARY STAFF APPRECIATION END O
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0840.52213.860.0900.0000.000.705. INST SF TRAIN-STAFF REG & TUIT							
24008619	001	014626	OKLAHOMA 4H FOUNDATION INC	05/07/24	75.00	75.00	REGISTRATION FOR REBECCA STYLES T
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.0846.52199.425.0900.0000.000.710. LAUNDRY SERVICES							
24008516	001	011631	CHEEMA LLC	05/01/24	500.00	500.00	DRY CLEANING FOR RENTAL COSTUMES
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0859.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24008574	001	012721	WILLIAM FUMEY	05/03/24	295.39	295.39	(12) BLACK HANDWOVEN KENTE CLOTH
					295.39	295.39	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0100.0000.000.145. INSTRUCTION-DUES AND FEES							
24008697	001	001992	SCIENCE MUSEUM OF OKLAHOMA	05/13/24	603.00	603.00	33) STUDENTS 34) EXTRA GUESTS 4)
					603.00	603.00	
DETAILS FOR ACCOUNT: 61.0860.51000.810.0900.0000.000.500. INSTRUCTION-DUES AND FEES							
24008631	001	000463	MOORE NORMAN TECHNOLOGY CENTE	05/07/24	540.00	60.00	IVING/GIFTED/CULINARY CLASSES- MA
					540.00	60.00	
DETAILS FOR ACCOUNT: 61.0860.52199.810.0900.0000.000.501. STUDENT SUPPORT-DUES AND FEES							
24008636	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	05/07/24	2,115.00	2,115.00	STUDENT TICKETS 235 X \$9 FIELD TR
					2,115.00	2,115.00	
DETAILS FOR ACCOUNT: 61.0861.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24008680	001	000283	HEYDAY ENTERTAINMENT LLC	05/09/24	1,190.70	1,190.70	BLANKET PO FOR AFTER GRADUATION G
					1,190.70	1,190.70	
DETAILS FOR ACCOUNT: 61.0864.51000.615.0100.3100.000.705. BLANK FILMS/VIDEOS/AUDIOTAPE							
24008555	001	500000	AMAZON.COM	05/03/24	30.00	30.00	FRENCH CLUB CLASSROOM SUPPLIES 2
					30.00	30.00	
DETAILS FOR ACCOUNT: 61.0864.52199.619.0900.0000.000.705. STUDENT SUPP-GEN OFFICE SUPPLI							
24008555	001	500000	AMAZON.COM	05/03/24	24.00	24.00	FRENCH CLUB CLASSROOM SUPPLIES 2
					24.00	24.00	
DETAILS FOR ACCOUNT: 61.0864.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008555	001	500000	AMAZON.COM	05/03/24	40.00	40.00	FRENCH CLUB CLASSROOM SUPPLIES 2
					40.00	40.00	

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DETAILS FOR ACCOUNT: 61.0866.51000.810.0100.1050.000.110. INSTRUCTION-DUES AND FEES							
24008863	001	000283	HEYDAY ENTERTAINMENT LLC	05/22/24	640.00	640.00	ADDITIONAL PURCHASE FOR EVENT
					640.00	640.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0100.1050.000.160. INSTRUCTION-DUES AND FEES							
24008612	001	000542	JASMINE MORAN CHILDREN'S MUSE	05/06/24	420.00	420.00	2ND GRADE FIELD TRIP FOR 80 STUDE
					420.00	420.00	
DETAILS FOR ACCOUNT: 61.0866.51000.810.0900.0000.000.150. DUES AND FEES							
24008542	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	05/02/24	500.00	500.00	ENTRY FEES FOR 60 1ST GRADERS AND
24008544	001	001992	SCIENCE MUSEUM OF OKLAHOMA	05/02/24	2,000.00	2,000.00	KINDER 5/14 2ND 5/14 AND 4TH GRA
24008727	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	05/14/24	900.00	900.00	DUES AND FEES FOR STUDENT ENTRY T
24008747	001	001992	SCIENCE MUSEUM OF OKLAHOMA	05/15/24	900.00	900.00	4TH GRADE FIELD TRIP 5/21 (FIRST
					4,300.00	4,300.00	
DETAILS FOR ACCOUNT: 61.0866.52199.611.0900.0000.000.170. STUDENT SUPP-PAPER SUPPLIES							
24008779	001	000389	OFFICE DEPOT	05/16/24	150.00	150.00	COLOR AND CERTIFICATE PAPER FOR A
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0866.52199.611.0900.0000.000.710. STUDENT SUPP-PAPER SUPPLIES							
24008733	001	500001	AMAZON MARKETPLACE	05/14/24	200.00	200.00	PAPER FOR MATH DEPARTMENT PCARD
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.112. REFRESHMENTS/AWARDS/GIFTS							
24008748	001	002675	SMITH, PHILP - CHICK-FIL-A AT	05/15/24	225.00	225.00	FRENCH FRY PARTY FOR SPUD DONATIO
24008755	001	000201	LITTLE CAESARS PIZZA	05/15/24	145.00	145.00	3RD GRADE PIZZA PARTY MAY 23RD PI
24008756	001	001241	HOMELAND UNITED SUPERMARKETS	05/15/24	225.00	225.00	SUGAR COOKIES FOR 5TH GRADE PROMO
24008777	001	001241	HOMELAND UNITED SUPERMARKETS	05/16/24	250.00	250.00	12 dozen long stem roses in water
24008788	001	000201	LITTLE CAESARS PIZZA	05/16/24	150.00	150.00	PIZZA FOR 4TH GRADE STUDENTS PICK
24008880	001	001241	HOMELAND UNITED SUPERMARKETS	05/28/24	440.00	440.00	ROSES & COOKIES FOR 5TH GRADE PRO
					1,435.00	1,435.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.115. REFRESHMENTS/AWARDS/GIFTS							
24008719	001	001232	SAM'S EAST INC	05/14/24	200.00	200.00	JACKSON - SENIOR DAY BREAKFAST
24008841	001	000190	TOGETHER FUNDRAISING INC	05/21/24	1,800.00	1,800.00	JACKSON - FUNDRAISER PRIZES
					2,000.00	2,000.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.135. REFRESHMENTS/AWARDS/GIFTS							
24008546	001	010909	CREST STORE #8	05/02/24	150.00	150.00	CAKE AND SUPPLIES FOR RIBBON CUTT
24008570	001	001225	WALMART STORES INC	05/03/24	200.00	200.00	FOOD AND SUPPLIES FOR 4TH GRADE R
24008638	001	001232	SAM'S EAST INC	05/08/24	100.00	100.00	SNACKS FOR BEHAVIOR REWARD DANCE
					450.00	450.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
24008738	001	001225	WALMART STORES INC	05/14/24	150.00	150.00	SENIOR NIGHT 5/15/23 FOR 8TH GRAD
24008739	001	001232	SAM'S EAST INC	05/14/24	100.00	100.00	SENIOR NIGHT 5/15/23 FOR 8TH GRAD
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.504. REFRESHMENTS/AWARDS/GIFTS							
24008776	001	005160	DONUT KING INC	05/16/24	650.00	650.00	DONUTS FOR BREAKFAST OF CHAMPIONS
24008790	001	013065	EAGLE ONE PIZZA	05/16/24	75.00	48.03	PIZZA FOR STUDENTS
					725.00	698.03	

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24008581	001	008147	SONIC DRIVE IN	05/03/24	250.00	250.00	(50) \$5.00 GIFT CARD FOR STUDENT
24008795	001	013298	SOONER CAKES LLC	05/16/24	80.00	80.00	2 DOZEN MINI BUNDT CAKES PCARD
					330.00	330.00	
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
24008592	001	001225	WALMART STORES INC	05/03/24	75.00	75.00	DINNER ITEMS FOR THE EVENING STUD
24008645	001	500001	AMAZON MARKETPLACE	05/08/24	250.00	250.00	PRIZES FOR SUPER KIDS DAY AND ITE
24008830	001	000581	SHOWTIME CONCESSION SUPPLY IN	05/21/24	100.00	100.00	TWO BALLOON BOUQUETS FOR SENIOR C
					425.00	425.00	
DETAILS FOR ACCOUNT: 61.0866.52199.683.0900.0000.000.115. STUD SUPP-EXTRA CURRICULAR SUP							
24008781	001	000527	MASSIVE GRAPHICS INC	05/16/24	299.25	299.25	JACKSON - JUMP ROPE CLUB SHIRTS -
					299.25	299.25	
DETAILS FOR ACCOUNT: 61.0866.52199.810.0430.0000.000.740. DUES AND FEES							
24008761	001	000509	NORMAN BOWLING CENTER	05/15/24	500.00	500.00	END OF THE YEAR TEAM BUILDING AT
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.52410.619.0900.0000.000.500. PRINC OFF-GEN OFFICE SUPPLIES							
24008740	001	500000	AMAZON.COM	05/14/24	500.00	500.00	OFFICWE SUPPLIES-3 RING BINDERS,
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0866.52410.659.0900.0000.000.112. TONER/SUPPLIES							
24008695	001	000389	OFFICE DEPOT	05/13/24	700.00	700.00	TONER CARTRIDGES
					700.00	700.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.112. REFRESHMENTS/AWARDS/GIFTS							
24008875	001	500000	AMAZON.COM	05/28/24	50.00	50.00	FRAMES FOR CERTIFICATES IN OFFICE
					50.00	50.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.120. REFRESHMENTS/AWARDS/GIFTS							
24008630	001	008457	PINACLE PIZZA INC	05/07/24	125.00	125.00	REFRESHMENTS
24008772	001	008898	ROUTE 77 BQ INC - VAN'S PIG S	05/16/24	350.00	350.00	BARBEQUE FOR END OF YEAR FACULTY
					475.00	475.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.130. PRINC OFF-AWARDS/GIFTS/DECOR							
24008892	001	000201	LITTLE CAESARS PIZZA	05/28/24	50.00	50.00	PURCHASE PIZZA FOR THE LEADERSHIP
					50.00	50.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.500. REFRESHMENTS/AWARDS/GIFTS							
24008709	001	001232	SAM'S EAST INC	05/13/24	750.00	750.00	IRVING FOOD AND REFRESHMENTS FOR
					750.00	750.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.502. PRINC OFF-AWARDS/GIFTS/DECOR							
24008688	001	001232	SAM'S EAST INC	05/09/24	300.00	300.00	REFRESHMENTS/ FOOD, SUPPLIES/ STU
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0866.52410.682.0900.0000.000.740. REFRESHMENTS/AWARDS/GIFTS							
24008778	001	011181	HIDEAWAY - 2 INC - HIDEAWAY P	05/16/24	150.00	150.00	PIZZA FOR STAFF
					150.00	150.00	

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DETAILS FOR ACCOUNT: 61.0866.52573.860.0271.0000.000.160. STAFF REGISTRATION & TUITION							
24008693	001	001325	CCOSA	05/13/24	1,000.00	1,000.00	LEADERSHIP CONFERENCE TICKETS FOR
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0866.53200.670.0900.0000.000.115. ENTERPRISE-MDSE-PURCH FOR RESA							
24008741	001	007078	WORLD'S FINEST CHOCOLATE INC	05/14/24	10,020.00	10,020.00	JACKSON FUNDRAISER FOR STAFF & ST
					10,020.00	10,020.00	
DETAILS FOR ACCOUNT: 61.0873.51000.810.0100.1050.000.160. DUES AND FEES							
24008614	001	000467	OKLAHOMA CITY ZOOLOGICAL TRUS	05/06/24	500.00	500.00	80 STUDENT TICKETS TO THE ZOO 5TH
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0873.52199.682.0900.0000.000.112. REFRESHMENTS/AWARDS/GIFTS							
24008745	001	000201	LITTLE CAESARS PIZZA	05/15/24	180.00	180.00	15 CHEESE PIZZAS 15 PEPPERONI PIZ
					180.00	180.00	
DETAILS FOR ACCOUNT: 61.0877.52199.810.0900.0000.000.500. STUDENT SUPPORT-DUES AND FEES							
24008690	001	014072	SKATE MOORE LLC	05/10/24	940.50	940.50	OVERAGE ON PO #24007394
					940.50	940.50	
DETAILS FOR ACCOUNT: 61.0879.51000.810.0100.1164.000.501. INSTRUCTION-DUES AND FEES							
24008507	001	001227	FCCLA CENTRAL REGION DISTRICT	05/01/24	100.00	100.00	DISTRICT DUES
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0880.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008829	001	001232	SAM'S EAST INC	05/21/24	500.00	500.00	SENIOR PICNIC ON MAY 24TH FOR SEN
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0880.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24008511	001	000485	BETTY LOU'S FLOWERS & GIFTS	05/01/24	135.94	135.94	FLORAL ARRANGEMENT ON STAGE FOR S
24008515	001	001232	SAM'S EAST INC	05/01/24	533.82	533.82	SUPPLIES FOR THE SENIOR 2024 PICN
					669.76	669.76	
DETAILS FOR ACCOUNT: 61.0881.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008627	001	001232	SAM'S EAST INC	05/07/24	500.00	500.00	DRINKS & SNACKS FOR HOMELESS EFFO
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0882.41970.000.0900.0000.000.710. STUDENT CLUBS & ORGANIZATION							
24008810	001	014639	MYERS, MELISSA	05/20/24	100.00	100.00	REFUND FOR ICDC OVERPAYMENT CHEC
					100.00	100.00	
DETAILS FOR ACCOUNT: 61.0882.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24008593	001	012792	AWARDS UNLIMITED	05/03/24	220.00	220.00	DECA AWARD MEDALS FOR DECA BANQUE
24008594	001	000360	DECA INC	05/03/24	92.00	92.00	(3) GOLD SASH (3) WHITE SASH FOR
24008679	001	008986	GABERINOS HOMESTYLE ITALIAN R	05/09/24	1,000.00	1,000.00	FOOD FOR DECA BANQUET PCARD
					1,312.00	1,312.00	
DETAILS FOR ACCOUNT: 61.0882.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
24008525	001	002093	WILSON, JAMIE	05/01/24	100.02	100.02	PORTFOLIOS TO CARRY POSTERBOARDS
24008677	001	013393	TRANSFER EXPRESS INC	05/09/24	1,000.00	548.32	BLANKET PO FOR ORDERING DESIGNS T
24008775	001	013393	TRANSFER EXPRESS INC	05/16/24	1,000.00	1,000.00	BLANKET PO FOR ORDERING DESIGNS T
					2,100.02	1,648.34	

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DETAILS FOR ACCOUNT: 61.0882.53200.660.0900.0000.000.710. ENTERPRISE-MDSE-PURCH RESALE							
24008685	001	014629	GAME BIBS INC	05/09/24	817.00	817.00	(14) ADULT BIBS (6) TODDLER BIBS
					817.00	817.00	
DETAILS FOR ACCOUNT: 61.0882.53200.670.0900.0000.000.710. ENTERPRISE-MDSE-PURCH FOR RESA							
24008678	001	007866	DOLLAR TREE	05/09/24	500.00	214.50	BLANKET PO FOR ITEMS SOLD IN N PL
					500.00	214.50	
DETAILS FOR ACCOUNT: 61.0884.51000.682.0100.3000.000.710. INSTR-AWARDS/GIFTS/DECOR							
24008513	001	002512	INSTRUMENTALIST PRODUCTS CO	05/01/24	200.00	200.00	END OF THE YEAR STUDENT AWARDS :
24008514	001	000487	MTM RECOGNITION CORP	05/01/24	310.00	310.00	PLAQUE AND AWARDS FOR BAND 2024
					510.00	510.00	
DETAILS FOR ACCOUNT: 61.0884.52640.439.0100.3002.000.004. EQUIP-OTH EQUIP & VEH SERV							
24008575	001	012669	GEOFFREY L CLIFTON	05/03/24	2,440.00	2,440.00	SUMMER 2024 INSTRUMENT REPAIR FOR
24008576	001	012669	GEOFFREY L CLIFTON	05/03/24	1,575.00	1,575.00	SUMMER 2024 INSTRUMENT REPAIR FOR
24008577	001	006294	PALEN MUSIC CENTER	05/03/24	6,862.00	6,862.00	SUMMER 2024 BRASS INSTRUMENT REPA
24008637	001	000585	GILLIAM MUSIC COMPANY	05/08/24	1,345.00	1,345.00	SUMMER 2024 WOODWIND INSTRUMENT R
					12,222.00	12,222.00	
DETAILS FOR ACCOUNT: 61.0891.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24008812	001	011435	MAULDIN, NICK - CHICK FIL A	05/20/24	206.00	206.00	(4) LARGE CHICKEN MINI TRAY (1) S
					206.00	206.00	
DETAILS FOR ACCOUNT: 61.0891.52199.683.0900.0000.000.710. STUD SUPP-EXTRA CURRICULAR SUP							
24008517	001	500001	AMAZON MARKETPLACE	05/01/24	1,000.00	1,000.00	SUPPLIES FOR SPUD PAINTS PAPER S
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0891.53200.670.0900.0000.000.710. ENTERPRISE-MDSE-PURCH FOR RESA							
24008684	001	000591	B&C APPAREL LLC	05/09/24	2,880.00	2,880.00	(160) PAIRS OF SWEATPANTS @18.00/
24008803	001	000591	B&C APPAREL LLC	05/20/24	1,500.00	1,500.00	(60) HATS @ \$20.00/EACH PCARD
					4,380.00	4,380.00	
DETAILS FOR ACCOUNT: 61.0893.52199.683.0900.0000.000.501. STUD SUPP-EXTRA CURRICULAR SUP							
24008823	001	500000	AMAZON.COM	05/20/24	210.00	210.00	END OF YEAR CELEBRATION DODGEBALL
					210.00	210.00	
DETAILS FOR ACCOUNT: 61.0896.52199.619.0900.0000.000.135. GENERAL OFFICE SUPPLIES							
24008613	001	500000	AMAZON.COM	05/06/24	250.00	250.00	LIBRARY OFFICE SUPPLIES
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0896.52199.683.0900.0000.000.710. EXTRA CURRICULAR SUPPLIES							
24008569	001	500001	AMAZON MARKETPLACE	05/03/24	75.00	75.00	LARGE PUZZLE BOARD FOR LIBRARY PU
					75.00	75.00	
DETAILS FOR ACCOUNT: 61.0896.52220.619.0900.0000.000.160. LIBR MEDIA-GEN OFFICE SUPPLIES							
24008718	001	500000	AMAZON.COM	05/14/24	400.00	400.00	CURTAINS, DOOR STOPS AND TAPE FOR
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.0896.52220.641.0900.0000.000.115. LIBR MEDIA-BOOKS							
24008879	001	000546	BASICS PLUS INC	05/28/24	314.00	314.00	JACKSON - LIBRARY - BIG & SMALL &
					314.00	314.00	

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DETAILS FOR ACCOUNT: 61.0896.52220.682.0900.0000.000.160. REFRESHMENTS/AWARDS/GIFTS							
24008694	001	001241	HOMELAND UNITED SUPERMARKETS	05/13/24	300.00	300.00	FOOD AND DRINKS FOR VOLUNTEER LUN
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0898.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008625	001	000513	PETERS, VINCENT - SOONER TROP	05/07/24	55.00	55.00	(9) CUSTOMIZED METALS @ \$5 EACH F
					55.00	55.00	
DETAILS FOR ACCOUNT: 61.0906.52199.810.0900.0000.000.705. STUDENT SUPPORT-DUES AND FEES							
24008647	001	000042	MTI ENTERPRISES INC	05/08/24	1,900.00	1,900.00	MUSICAL RENTALS/LICENSE FOR RIGHT
					1,900.00	1,900.00	
DETAILS FOR ACCOUNT: 61.0911.51000.681.0100.1183.000.500. INSTR-COCURRICULAR SUPPLIES							
24008789	001	000585	GILLIAM MUSIC COMPANY	05/16/24	449.70	449.70	30- PW-CT-17YL D ADDORIO PW ECLIP
					449.70	449.70	
DETAILS FOR ACCOUNT: 61.0930.52199.682.0900.0000.000.153. REFRESHMENTS/AWARDS/GIFTS							
24008557	001	001232	SAM'S EAST INC	05/03/24	75.00	75.00	STUCO STUDENTS END OF YEAR PARTY
24008568	001	008457	PINACLE PIZZA INC	05/03/24	170.00	170.00	STUCO EOY PARTY: 10 PIZZAS @ \$15
					245.00	245.00	
DETAILS FOR ACCOUNT: 61.0952.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008628	001	003470	NATIONAL AWARDS INC	05/07/24	445.50	445.50	(22) GRADUATION SPANISH HONOR COR
					445.50	445.50	
DETAILS FOR ACCOUNT: 61.0953.51000.681.0100.1120.000.500. COCURRICULAR SUPPLIES							
24008620	001	007866	DOLLAR TREE	05/07/24	150.00	150.00	SPEECH AND DRAMA SUPPLIES-DESIGIN
24008623	001	500000	AMAZON.COM	05/07/24	50.00	50.00	SPEECH AND DRAMA SUPPLIES-TAPE, C
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0953.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008587	001	011773	TAVERN VENTURES LLC	05/03/24	500.00	500.00	SPEECH & DEBATE CATERING FOR END
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0953.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24008732	001	000338	PIZZA HUT	05/14/24	200.00	200.00	PIZZA FOR SPEECH BANQUET 05/18/20
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0953.52199.810.0900.0000.000.705. STUDENT SUPPORT-DUES AND FEES							
24008870	001	014443	UNIVERSITY OF HOUSTON	05/23/24	380.00	380.00	ENTRY FEES & JUDGING FEES FOR SPE
					380.00	380.00	
DETAILS FOR ACCOUNT: 61.0953.52720.442.0900.0000.000.705. EQUIPMENT AND VEHICLE SERVICES							
24008804	001	005590	EAN HOLDINGS LLC - ENTERPRISE	05/20/24	2,500.00	2,500.00	SPEECH & DEBATE NATIONALS IN DES
					2,500.00	2,500.00	
DETAILS FOR ACCOUNT: 61.0953.52720.515.0900.0000.000.710. VEH OP-STUD OUT OF DIST LODGE							
24008895	001	014125	HE PHOENIX LLC	05/28/24	11,000.00	11,000.00	HOTEL FOR SPEECH AND DEBATE NATIO
					11,000.00	11,000.00	

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DETAILS FOR ACCOUNT: 61.0954.52720.515.0239.0000.000.705. STUDENT OUT OF DISTRICT LODGIN							
24008737	001	710004	OKLAHOMA STATE UNIVERSITY	05/14/24	1,400.00	1,400.00	HOUSING AT STILLWATER DORM FOR SP
					1,400.00	1,400.00	
DETAILS FOR ACCOUNT: 61.0957.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008675	001	000584	UKAG INC - ANYTHING GOES	05/09/24	500.00	500.00	15 STOLES @ \$32 EACH FOR SENIORS
24008710	001	008986	GABERINOS HOMESTYLE ITALIAN R	05/13/24	410.00	410.00	STUCO END OF YEAR BANQUET: PASTA
24008711	001	012712	AO & JO LLC	05/13/24	500.00	500.00	STUCO END OF YEAR BANQUET PIZZA,
24008713	001	001241	HOMELAND UNITED SUPERMARKETS	05/13/24	60.00	60.00	STUCO BANQUET: COOKIES FOR MAY 20
					1,470.00	1,470.00	
DETAILS FOR ACCOUNT: 61.0957.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24008572	001	013065	EAGLE ONE PIZZA	05/03/24	244.00	244.00	(38) PIZZAS @ \$6.00 (2) GLUTEN FR
					244.00	244.00	
DETAILS FOR ACCOUNT: 61.0957.52199.683.0900.0000.000.115. EXTRA CURRICULAR SUPPLIES							
24008773	001	500000	AMAZON.COM	05/16/24	18.00	18.00	JACKSON - 23-24 STUDENT LEADERSHI
24008774	001	500001	AMAZON MARKETPLACE	05/16/24	88.00	88.00	JACKSON 23-24 - STUDENT LEADERSHI
					106.00	106.00	
DETAILS FOR ACCOUNT: 61.0957.52199.683.0900.0000.000.705. STUD SUPP-EXTRA CURRICULAR SUP							
24008676	001	500000	AMAZON.COM	05/09/24	250.00	250.00	STUCO BANQUET MAY 20TH, SUPPLIES:
					250.00	250.00	
DETAILS FOR ACCOUNT: 61.0957.52410.652.0900.0000.000.107. AUDIOVISUAL							
24008617	001	500000	AMAZON.COM	05/07/24	555.00	555.00	WALKIE TALKIES FOR STAFF - FROM S
					555.00	555.00	
DETAILS FOR ACCOUNT: 61.0969.51000.321.0100.3000.000.710. INSTRUCTIONAL PROG IMPROVE SER							
24008535	001	014613	ROUGHT, KINSTEN	05/02/24	140.00	140.00	MOSTLY MOZART ORCHESTRA ACCOMPIAN
24008536	001	014612	AKIN, TAYLOR	05/02/24	140.00	140.00	MOSTLY MOZART ORCHESTRA ACCOMPANI
24008538	001	014375	JASON CLEMONS	05/02/24	300.00	300.00	MOSTLY MOZART ORCHESTRA AND REHEA
24008682	001	014630	ANNESLEY, JULIANE NICOLE	05/09/24	140.00	140.00	MOSTLY MOZART OCHESTRA ACCOMPANIS
24008683	001	014627	HU, JIANGHAI	05/09/24	140.00	140.00	MOSTLY MOZART ORCHESTRA ACCOMPANI
24008734	001	014641	MORENO, JUAN	05/14/24	140.00	140.00	MOSTLY MOZART ORCHESTRA ACCOMPANI
24008859	001	013558	NUNN, ROGER	05/22/24	140.00	140.00	PERFORMING IN MOSTLY MOZART ORCHE
					1,140.00	1,140.00	
DETAILS FOR ACCOUNT: 61.0969.51000.322.0100.3000.000.705. INSTRUCTIONAL SERVICES							
24008565	001	000956	BILLINGSLEY, BARBARA	05/03/24	500.00	500.00	ACCOMPANIST FOR MUSICAL REHEARSAL
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0969.51000.346.0100.3000.000.710. TECHNOLOGY RELATED TECHNICAL S							
24008526	001	000319	HORTON, PAT - HORTON PRODUCTI	05/01/24	300.00	300.00	VIDEO RECORDING FOR THE MOSTLY MO
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.0969.52199.346.0900.0000.000.501. TECHNOLOGY RELATED TECHNICAL S							
24008506	001	014595	TIMOTHY FINOCCHIARO	05/01/24	945.00	945.00	SOUND ENGINEER FOR MUSICAL
					945.00	945.00	

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PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0969.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24008681	001	000513	PETERS, VINCENT - SOONER TROP	05/09/24	280.00	280.00	NNHS CHOIR SENIOR MEDALS
					280.00	280.00	
DETAILS FOR ACCOUNT: 61.0974.52199.810.0900.0000.000.710. STUDENT SUPPORT-DUES AND FEES							
24008763	001	730085	UNIVERSITY OF OKLAHOMA	05/15/24	16.00	16.00	OSM COMPETITION APRIL 4, 2024
24008818	001	730085	UNIVERSITY OF OKLAHOMA	05/20/24	160.00	160.00	JOURNALISM CONFERENCE WITH STUDEN
					176.00	176.00	
DETAILS FOR ACCOUNT: 61.0986.52199.682.0900.0000.000.140. REFRESHMENTS/AWARDS/GIFTS							
24008539	001	001225	WALMART STORES INC	05/02/24	500.00	500.00	SNACKS AND REWARDS FOR 1ST GRADE
24008567	001	000844	OZARK PIZZA COMPANY - PAPA JO	05/03/24	140.00	140.00	PIZZA FOR 1ST GRADE CELEBRATION
					640.00	640.00	
DETAILS FOR ACCOUNT: 61.1807.52199.810.0900.0000.000.504. DUES AND FEES							
24008715	001	001545	TECHNOLOGY STUDENT ASSOCIATIO	05/13/24	650.00	650.00	REGISTRATION FOR STUDENTS
					650.00	650.00	
DETAILS FOR ACCOUNT: 61.1807.52720.515.0900.0000.000.504. STUDENT OUT OF DISTRICT LODGIN							
24008706	001	012200	JP MORGAN CHASE BANK NA	05/13/24	1,500.00	1,500.00	DEPOSIT FOR STUDENTS HOTELS @ TSA
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.1820.51000.810.0900.0000.000.710. DUES AND FEES							
24008551	001	002755	MUSEUM OF OSTEOLOGY	05/03/24	88.00	88.00	TAKING TRANSITION KIDS ON A FIELD
					88.00	88.00	
DETAILS FOR ACCOUNT: 61.1820.52199.682.0900.0000.000.710. REFRESHMENTS/AWARDS/GIFTS							
24008802	001	013065	EAGLE ONE PIZZA	05/17/24	60.00	60.00	(10) PIZZAS FOR TRANSITION PARTY
					60.00	60.00	
DETAILS FOR ACCOUNT: 61.1820.52199.810.0900.0000.000.710. DUES AND FEES							
24008816	001	000509	NORMAN BOWLING CENTER	05/20/24	170.00	170.00	FIELD TRIP FOR TRANSITION CLASS
					170.00	170.00	
DETAILS FOR ACCOUNT: 61.1879.52199.682.0900.0000.000.502. REFRESHMENTS/AWARDS/GIFTS							
24008686	001	050009	WALMART	05/09/24	150.00	150.00	FOOD FOR TSA STUDENTS MAY 14 2024
24008716	001	011435	MAULDIN, NICK - CHICK FIL A	05/13/24	150.00	150.00	FOOD FOR TSA STUDENTS MAY 14 2024
					300.00	300.00	
DETAILS FOR ACCOUNT: 61.1879.52199.810.0900.0000.000.501. DUES AND FEES							
24008765	001	008909	OKLAHOMA TECHNOLOGY STUDENT A	05/15/24	400.00	400.00	TSA NATIONAL CONFERENCE FEES JUNE
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.1879.52720.513.0900.0000.000.501. STUD TRANSP BY OUTSIDE AGENCY							
24008822	001	012200	JP MORGAN CHASE BANK NA	05/20/24	1,000.00	1,000.00	AIRFAIR FOR ORLANDO NATIONAL TSA
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.1892.51000.652.0100.1050.000.125. AUDIOVISUAL							
24008530	001	500001	AMAZON MARKETPLACE	05/02/24	140.00	140.00	WIRELESS MIC SYSTEM FOR MUSIC X1
					140.00	140.00	

NORMAN PUBLIC SCHOOLS - LIVE



OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 05/01/2024 TO 05/29/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.1892.52199.682.0900.0000.000.153. REFRESHMENTS/AWARDS/GIFTS							
24008560	001	010970	MPOK 5039 LLC - MARCO'S PIZZA	05/03/24	25.00	25.00	APRIL RISE WINNERS LUNCH WITH THE
					25.00	25.00	
DETAILS FOR ACCOUNT: 61.1893.52199.683.0900.0000.000.500. EXTRA CURRICULAR SUPPLIES							
24008624	001	000371	LOWE'S HOME CENTERS INC	05/07/24	750.00	750.00	IRVING/SOLAR CLUB/ LARGE STORAGE
					750.00	750.00	
DETAILS FOR ACCOUNT: 61.1903.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008584	001	002455	KING KOPY	05/03/24	250.00	250.00	STOLES FOR GRADUATING STUDENTS 20
24008605	001	000285	JOSTENS INC	05/06/24	150.00	150.00	CORDS FOR GRADUATING STUDENTS 202
					400.00	400.00	
DETAILS FOR ACCOUNT: 61.1904.52199.850.0710.3300.000.005. GAME CONTRACTS & GUARANTEES							
24008824	001	001669	NORMAN ATHLETIC ASSOCIATION	05/21/24	148.90	148.90	CONCESSIONS PAYOUT TO NAA FOR NHS
24008824	002	001669	NORMAN ATHLETIC ASSOCIATION	05/21/24	148.90	148.90	CONCESSIONS PAYOUT TO NAA FOR NHS
24008824	003	001669	NORMAN ATHLETIC ASSOCIATION	05/21/24	757.60	757.60	CONCESSIONS PAYOUT TO NAA FOR NHS
24008824	004	001669	NORMAN ATHLETIC ASSOCIATION	05/21/24	574.88	574.88	CONCESSIONS PAYOUT TO NAA FOR NN
24008824	005	001669	NORMAN ATHLETIC ASSOCIATION	05/21/24	104.85	104.85	CONCESSIONS PAYOUT TO NAA FOR ALC
24008824	006	001669	NORMAN ATHLETIC ASSOCIATION	05/21/24	249.53	249.53	CONCESSIONS PAYOUT TO NAA FOR WHI
24008824	007	001669	NORMAN ATHLETIC ASSOCIATION	05/21/24	129.15	129.15	CONCESSIONS PAYOUT TO LMS SUNSHIN
24008894	001	001669	NORMAN ATHLETIC ASSOCIATION	05/28/24	696.90	696.90	CONCESSIONS PAYOUT TO NAA FOR NHS
24008894	002	001669	NORMAN ATHLETIC ASSOCIATION	05/28/24	1,000.00	1,000.00	CONCESSIONS PAYOUT TO NAA FOR NHS
24008894	003	001669	NORMAN ATHLETIC ASSOCIATION	05/28/24	549.00	549.00	CONCESSIONS PAYOUT TO NAA FOR NN
24008894	004	001669	NORMAN ATHLETIC ASSOCIATION	05/28/24	1,340.00	1,340.00	CONCESSIONS PAYOUT TO NAA FOR NN
24008894	005	001669	NORMAN ATHLETIC ASSOCIATION	05/28/24	180.00	180.00	CONCESSIONS PAYOUT TO NAA FOR NHS
24008894	006	001669	NORMAN ATHLETIC ASSOCIATION	05/28/24	30.00	30.00	CONCESSIONS PAYOUT TO NAA FOR AMS
24008894	007	001669	NORMAN ATHLETIC ASSOCIATION	05/28/24	85.50	85.50	CONCESSIONS PAYOUT TO NAA FOR IMS
24008894	008	001669	NORMAN ATHLETIC ASSOCIATION	05/28/24	101.75	101.75	CONCESSIONS PAYOUT TO NAA FOR LMS
24008894	009	001669	NORMAN ATHLETIC ASSOCIATION	05/28/24	57.30	57.30	CONCESSIONS PAYOUT TO NAA FOR WMS
					6,154.26	6,154.26	
DETAILS FOR ACCOUNT: 61.1904.53200.670.0800.0000.000.005. CONCESSIONS							
24008893	001	001232	SAM'S EAST INC	05/28/24	5,000.00	5,000.00	BLANKET FOR CONCESSIONS
					5,000.00	5,000.00	
DETAILS FOR ACCOUNT: 61.1908.52410.653.0900.0000.000.115. TECH RELATED SUPPLIES							
24008692	001	013414	ODP BUSINESS SOLUTIONS LLC	05/13/24	1,500.00	1,500.00	JACKSON - HP INK - PRIN. & LIBRAR
					1,500.00	1,500.00	
DETAILS FOR ACCOUNT: 61.1909.52630.426.0800.0000.000.005. LAWN CARE SERVICES							
24008743	001	011311	RGROUP INC - UNITED TURF AND	05/14/24	3,500.00	3,500.00	GAME FIELD TOP DRESSING FOR SOFTB
24008743	002	011311	RGROUP INC - UNITED TURF AND	05/14/24	3,500.00	3,500.00	GAME FIELD TOP DRESSING FOR SOFTB
					7,000.00	7,000.00	
DETAILS FOR ACCOUNT: 61.1912.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008606	001	012200	JP MORGAN CHASE BANK NA	05/06/24	200.00	200.00	LATINE HERITAGE END OF YEAR PARTY
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.1929.52213.682.0271.0000.000.050. REFRESHMENTS/AWARDS/GIFTS							
24008846	001	000581	SHOWTIME CONCESSION SUPPLY IN	05/21/24	100.00	100.00	BALLOONS FOR 2024 LEADERSHIP RETR
					100.00	100.00	

NORMAN PUBLIC SCHOOLS - LIVE



OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 05/01/2024 TO 05/29/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.1931.52213.682.0900.0000.000.090. REFRESHMENTS/AWARDS/GIFTS							
24008590	001	012200	JP MORGAN CHASE BANK NA	05/03/24	250.00	250.00	LUNCH AND TEAM BUILDING ACTIVITY
					250.00	250.00	
TOTALS FOR FUND: 61 SCHOOL ACTIVITY FUND					200,335.19	198,943.74	
DETAILS FOR ACCOUNT: 81.0046.52199.880.0000.0000.000.050. STUDENT AID PAYMENTS							
24008787	001	001225	WALMART STORES INC	05/16/24	750.00	750.00	WALMART GIFT CARDS FOR STUDENTS I
					750.00	750.00	
DETAILS FOR ACCOUNT: 81.8012.55200.930.0000.0000.000.050. REIMBURSEMENT							
24008891	001	001579	O'BRIAN, BRENDA	05/28/24	2,394.95	2,394.95	REMAINING BALANCE OF ASBO PRESIDE
					2,394.95	2,394.95	
DETAILS FOR ACCOUNT: 81.8026.52199.880.0000.0000.000.050. STUDENT AID PAYMENTS							
24008550	001	014625	TULSA COMMUNITY COLLEGE	05/02/24	10,000.00	10,000.00	TUITION FOR NPS STUDENTS TO ATTEN
					10,000.00	10,000.00	
TOTALS FOR FUND: 81 GIFT FUND					13,144.95	13,144.95	
DETAILS FOR ACCOUNT: 86.8019.52640.732.0000.0000.000.150. AUDIOVISUAL							
24008608	001	010203	EYECATCHING IMAGES LLC	05/06/24	33,701.00	33,701.00	ELECTRONIC MESSAGE CENTER (16MM),
					33,701.00	33,701.00	
DETAILS FOR ACCOUNT: 86.8019.54720.332.0000.0000.000.130. ARCHITECTURAL SERVICES							
24008639	001	011847	COONTZ ROOFING INC	05/08/24	450,500.00	450,500.00	REROOF MADISON UNEXPECTED/EMERGEN
					450,500.00	450,500.00	
DETAILS FOR ACCOUNT: 86.8019.54720.723.0000.0000.000.130. HEATING AND COOLING							
24008671	001	000544	S.E. HARDESTY CO INC	05/09/24	306,300.00	306,300.00	HVAC REPLACEMENT PACKAGE MADISON
					306,300.00	306,300.00	
DETAILS FOR ACCOUNT: 86.8019.54720.723.0000.0000.000.153. HEATING AND COOLING							
24008671	001	000544	S.E. HARDESTY CO INC	05/09/24	442,680.00	442,680.00	HVAC REPLACEMENT PACKAGE MADISON
					442,680.00	442,680.00	
DETAILS FOR ACCOUNT: 86.8019.54720.723.0000.0000.000.155. HEATING AND COOLING							
24008766	002	008667	WAGGONER HEATING AND AIR COND	05/16/24	627,158.00	627,158.00	HVAC REPLACEMENT PACKAGE 3 LONGFE
					627,158.00	627,158.00	
DETAILS FOR ACCOUNT: 86.8019.54720.723.0000.0000.000.160. HEATING AND COOLING							
24008766	003	008667	WAGGONER HEATING AND AIR COND	05/16/24	612,522.00	612,522.00	HVAC REPLACEMENT PACKAGE 3 LONGFE
					612,522.00	612,522.00	
DETAILS FOR ACCOUNT: 86.8019.54720.723.0000.0000.000.502. HEATING AND COOLING							
24008766	001	008667	WAGGONER HEATING AND AIR COND	05/16/24	344,383.00	344,383.00	HVAC REPLACEMENT PACKAGE 3 LONGFE
					344,383.00	344,383.00	

EXPENDITURE DIMENSIONS

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

- B. **Minutes for the Special Meeting of the Board of Education May 13, 2024 and the Regular Meeting of the Board of Education May 20, 2024**
Consent Item



Norman Public Schools

Minutes of the Special Meeting of the Board of Education

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

Monday, May 13, 2024

The meeting was called to order at 6:00 PM

I. Call to Order and Establish a Quorum

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

II. Pledge of Allegiance

The Pledge of Allegiance was led by President Tina Floyd.

III. Disposition of Routine Business by Consent Action

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

III.A. Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2023-2024)

Purchase Orders #24008124 - #24008483
General Fund- \$767,460.07
Building Fund- \$350.00
Child Nutrition Fund- \$0
Bond Funds- \$194,454.43
Sinking Funds- \$0
Trust Funds- \$20,256.09
School Activity Fund- \$113,663.57

III.B. Minutes for the Regular Meeting of the Board of Education on April 22, 2024 and Special Meeting on May 1, 2024

III.C. Purchase Requests

1. Door hardware at Washington Elementary from J&C2 LLC in the amount of \$87,258.00.
2. Door hardware at Madison Elementary from J&C2 LLC in the amount of \$74,400.00.
3. Door hardware at Truman Elementary from J&C2 LLC in the amount of \$87,943.00.
4. Playground equipment for Washington Elementary from Playcore Wisconsin Inc in the amount of \$170,986.28.

III.D. Treasurer's Report for the period through April 30, 2024

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

1. Bank of Oklahoma Funds
2. Lease Revenue Funds

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

Attached to the posted agenda and these minutes as Attachment A.

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

Attached to the posted agenda and these minutes as Attachment B.

III.H. Agreements, Contracts and Renewals for Fiscal Year 2024-2025

III.H.1. BUSINESS SERVICES (Brenda O'Brian)

- a. The Oklahoma Purchasing System (TOPS) Interlocal Cooperation Agreement Renewal between Independent School District No. 15 of Atoka County and Norman Public Schools

III.H.2. OPERATIONAL SERVICES (Justin Milner)

Facilities Management

- a. Logan Monks dba Monks Landscaping Management, LLC Service Agreement
- b. Cenergistic Service Agreement Renewal for Energy Conservation Management
- c. Schindler Elevator Corporation Service Agreement for Elevator Inspections and Maintenance

Transportation

- a. Clean Uniform Company Service Agreement for Transportation Services Department
- b. Cleveland County YMCA Transportation Agreement

III.H.3. STUDENT SERVICES (Stephanie Williams)

- a. Oklahoma City Community College (OCCC) Educational Service Agreement

III.H.4. SPECIAL SERVICES (Gayla Mears)

- a. Cleveland County Health Department Agreement to Provide Instructional Services for Children Enrolled in the Early Foundations Program (EF)
- b. Oklahoma Department of Rehabilitation Services, Atrium Hospitality d/b/a Embassy Suites Norman, Dale Rogers Training Center and the Board of Regents of the University of Oklahoma's National Center for Disability Education and Training Team Member Agreement for Project Search Coordination
- c. State of Oklahoma Department of Rehabilitation Services(DRS) Agreement for Work Adjustment Training(WAT)
- d. Hearts for Hearing Agreement for Audiological Services
- e. Crossroads Youth & Family Services, Inc Special Services Agreement for Head Start/Early Head Start (Crossroads HS/EHS)

III.H.5. ALTERNATIVE EDUCATION (Paul Tryggestad)

- a. Imagine Learning Edgenuity 6-12 Comprehensive Concurrent User Shared Licenses Agreement for Dimensions, Norman North High School and Norman High School
- b. Imagine Learning Edgenuity, Integration Genius, and Instructional Services Licenses Per Enrollment Agreement
- c. Imagine Learning Instructional Services Teaching Summer School Edgenuity Per Enrollment Agreement for June
- d. Imagine Learning Edgenuity Summer All Courses Concurrent User Per Enrollment Agreement for June and July

III.H.6. TECHNOLOGY SERVICES (Christy Fisher)

- a. Domo Software and Kickstarter Consulting Package Service Agreement for guidance and software that provides business intelligence and data visualization tools
- b. Gaggle.net, Inc., Agreement for Gaggle Safety Management for Google email and drive for all student's district wide
- c. Pinnacle PrinterLogic Agreement for Printer Administration Solutions
- d. University of Oklahoma Data Center Services Partnership Agreement to support data center as a service
- e. R.K. Black Agreement for Canon Therefore Import Services
- f. R.K. Black Agreement for Canon Therefore License Cloud Solution Service for Users and Storage
- g. R.K. Black Agreement for Kofax/Tungsten Automation Export Products and Services
- h. Cox Oklahoma Telecom Agreement Addendum for Approval for E-Rate 2024-2025 Year for Wide Area Network (WAN) Services - Data Renewal. RFP #2020004, FCC Form 470 #200000671
- i. Digi Security Systems Contract Ratification for Installation and Maintenance of Security Items

III.I. Specialty Care Medical/Pediatrics Agreement for the Provision of Private Duty Nursing Services to a Norman Public Schools Student for the 2023-2024 School Year

III.J. Lease Agreement Between Nelson Motors Norman, LLC and Norman Public Schools

IV. Additional Agenda Items

IV.A. Construction Document Phase Update (2023 Bond Issue) for Norman North High School Stadium *Presented by Justin Milner and Gary Armbruster, MA+ Architecture*

IV.B. Discussion, consideration and vote to award the Construction Contract for Norman North High School - Stadium Seating Procurement (2023 Bond Issue)

Presented by Justin Milner and Jason White, Manhattan Construction

Motion to award the Construction Contract for the Norman North High School Stadium Seating to Southern Bleacher as presented. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Dawn Brockman: Yea, Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea

IV.C. 2024-2025 School Calendar / 180 Days or 1080 Hours

Presented by Holly Nevels

During the 2009 Legislative Session, House Bill 1864 was passed regarding length of the school year. This Bill provided language giving school districts the option to operate the school calendar by indicating number of days or hours. The options provided were the current minimum 180 day calendar or a minimum of 1080 hours. According to Oklahoma State Law, the Board of Education must declare the calendar method no later than September 15.

Motion to approve the 1080 hours calendar option for the 2024-2025 school year. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Dawn Brockman: Yea, Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea

IV.D. Renewal/Continued Employment of all Support Staff currently on a Support Employee Contract

Presented by Holly Nevels

Motion to approve the continued employment for the 2024-25 school year of all support staff currently on a Support Employee Contract. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Dawn Brockman: Yea, Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea

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

There was no new business presented at this meeting.

VI. Administrative Staff Reports

Dr. Nick Migliorino spoke on the following topics: Ribbon Cuttings, Bond Projects, Celebrations and Events, Upcoming Graduations and gave a shout out to Brian King, Norman Transcript

VII. Board of Education Reports

Alex Ruggiers spoke on the following topics: Deaf and Hard of Hearing Social, Indian Education Senior Night, and thanked Brian King for his reporting on Norman Public Schools events.

Annette Price spoke about Teacher Appreciation Week.

Dawn Brockman spoke on the following topics: The Strategic Plan and Teacher Appreciation Week.

Dirk O'Hara spoke on the following topics: Bond projects, Baby Steps Senior Recognition, Deaf and Hard of Hearing Social, Indian Education Senior Night and thanked Brian King for his service to Norman Public School.

Tina Floyd spoke on the following topics: Teacher Appreciation Week, The Book Fair, and echoed the comments of all the other board members in regard to the events that they attended.

VIII. Adjournment

6:39 PM Motion to adjourn. This motion, made by Dirk O'Hara and seconded by Alex Ruggiers, Passed. Dawn Brockman: Yea, Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea

Tina Floyd, Board of Education President

Cathy Sasser, Board Clerk

(Seal)



Norman Public Schools

Minutes of the Special Meeting of the Board of Education

Nancy O'Brian Center for Performing Arts
John Clinton Theatre
1903 N. Stubbeman Ave.
Norman, OK 73069

Monday, May 20, 2024

The meeting was called to order at 6:00 PM

I. Call to Order and Establish a Quorum

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

II. Pledge of Allegiance

The Pledge of Allegiance was led by President Tina Floyd

III. Introduction and Welcome by Superintendent Dr. Nick Migliorino

IV. Fine Arts Awards - Presented by Dr. Evelyn Kwanza

Norman North Big Band - OSSAA 2nd Runner up 6A State Jazz Competition

Norman North Big Band - OkMEA Honor Group

Norman North Jazz Collective - OSSAA 2nd Runner up 6AE Jazz Competition

Norman North Jazz Choir - OkMEA Honor Group

Norman North Symphonic Orchestra - Sweepstakes in OSSAA State Orchestra Competition

Norman High Symphonic Orchestra - Sweepstakes in OSSAA State Orchestra Competition

Norman North 6A Choirs - Sweepstakes in OSSAA State Choral Competition and Accent Award

Norman North 6AE Choirs - Sweepstakes in OSSAA State Choral Competition

Norman High Band - Sweepstakes in OSSAA State Band Competition and Accent Award

Oklahoma Choral Directors Association

Michaela Brown - JH Mixed Chorus
Cooper Christiansen - JH Mixed Chorus
James Clark - JH Mixed Chorus
Kinsley Crow - JH Mixed Chorus
Dax Dversdall - JH Mixed Chorus
Milly Franks - JH Mixed Chorus
Zane Harris - JH Mixed Chorus
Eliza Larson - JH Mixed Chorus
Savannah Madden - JH Mixed Chorus

Emerson Merrick - JH Mixed Chorus
Isaac Miller - JH Mixed Chorus
George Stewart - JH Mixed Chorus
Owen Woods - JH Mixed Chorus
Karli Barrett - JH Treble Chorus
Chloe Hamm - JH Treble Chorus
Emma Putnam - JH Treble Chorus
Tessa Teague - JH All State Chorus
Link Witt - JH Treble Chorus

Oklahoma Music Educators Association

Bethany Fielding - Treble Chorus
Taylyn Kindel - Treble Chorus

Mason Smith - Mixed Chorus
Finn Wheeler - Mixed Chorus

Oklahoma Secondary Schools Activities Association

Nicole Gilkey - State Champion Poetry
National Qualifier

Emilie Adcock - Dramatic Interpretation

Ryan Chuong - Public Forum Debate

Braxton Collett - Program of Oral Interpretation

Sullivan Ho - International Extemporaneous

Elianna Huang - Domestic Extemporaneous Speaking

Elianna Huang - Lincoln Douglas Debate

Giorgia Kirk - Lincoln Douglas Debate

John-Austin Little - Domestic Extemporaneous Speaking

Phoebe Risch - Dramatic Duet

Elias Sikavitsas - Foreign Extemporaneous Speaking

Darcy Spivey - Program of Oral Interpretation

Jordyn Street - Humorous Interpretation

Oklahoma State Fair Student Art Exhibition

Isabel Reed - Merit Award

Miranda Wrobel - Exceptional Merit Award

Oklahoma Contemporary Teen Arts Council

Paxton Hayman

Read Across America Poster Contest Winner

Liz Yue

Oklahoma Transportation Poster Contest Winner

Jamie Kang - 3rd Place

Alliance for Young Artists and Writers

Scholastic Art and Writing Award

Paxton Hayman - Gold Key

Jamie Kang - Silver Key

Oklahoma Art Education Association

Peter Bradsher - 1st Place

Grace Danner - Honorable Mention

Oklahoma Aviation Art Contest

Jamie Kang - 1st Place

Jack Park - 2nd Place

Young Talent in Oklahoma Art Award

Enya Apanasova
Lillian Dai
Grace Danner
Lily Etters
Paxton Hayman

Wren Hobbs
Reese Humphrey
Brailey Ivers
Elora Jackson
Shelby Johnson

Jadon Kent
Kenneth RedElk
Isabel Reed
Jastone Rone
Kolby Timmons

Mya Uribe-Portillo
Zoe Uzzle
Jules Wyckoff
Jamie Zheng

Oklahoma Summer Arts Institute at Quartz Mountain

Eden Bales - Orchestra (Violin)	Miranda Huang - Orchestra (Viola)
Lila Bales - Orchestra (Violin)	Charlotte Johnson - Dance
Elise Buyten - Orchestra (Violin)	Madilyn Kellam - Acting
Serena Cai - Orchestra (Violin)	Mariah Kepfer - Dance
Gwynnie Carter - Dance	Ethan Li - Orchestra (Violin)
Melody Chen - Orchestra (Violin)	Bridget Liu - Dance
Leina Cheng - Orchestra (Viola)	Kathleen Martin - Dance
Adrian Clements - Orchestra (Cello)	Kallan McKinney - Creative Writing
Penelope Cline - Orchestra (Viola)	Elizabeth Rathgeb-Brown - Orchestra (Cello)
Lillian Dai - Drawing & Painting	Henry Stoops - Orchestra (Double Bass)
Anika Dehadrai - Dance	Sophia Stoops - Orchestra (Violin)
Olivia Friedemann - Orchestra (Flute)	Kaylin Wang - Dance
Paxton Hayman - Orchestra (Double Bass)	Madelyn Ward - Dance

Oklahoma Education Award for Excellence

Enya Apanasova	Paxton Hayman	Riley Robinson	Miranda Wrobel
Leina Cheng	Isabel Reed	Mya Uribe-Portillo	Jamie Zheng

Norman North Jazz Collective - OSSAA Second Runner-Up 6AE

Liam Brittan	Clay Groves	Lyla Peterson	Sofie Tignor
Garyn Burton	Aidan Hall	Isabelle Rivera	Cash Weichbrodt
Elise Buyten	Ryan Hensley	Charlie Sandernfeld	Elizabeth Yue
Beckett Fields	Bryce Hester	Kolten Sneed	Evalyn Zortman
Kash Frost	Jesse Marshall-Bingham	Haili Taylor	

Norman North Big Band - OSSAA Second Runner-Up 6A; OkMEA Jazz Honor Group

Bem Allen	Grant Goering	Juel Niimi	Henry Staat
Asher Baillio	Symone Goree	Wyatt Radcliff	Katie Stanley
Jorge Bass-Acosta	Talmage Gosney	Jayr Ramos-Rangel	Cooper Williams
Jett Bellows	Ethan Jewel	Josh Riester	Jamal Williamson
Reilley Ferguson	McKenzie McKinney	Shane Saltus	Ben Woods

OSSAA Solo and Ensemble Contest Superior Rating

V. Business and Computer Education - Presented by Jane Purcell

DECA

Sumin Kim - Ignite Leadership Academy
Michael DeLuca - National Qualifier in Innovation Plan
Josh Whitcomb - National Qualifier in Innovation Plan
Carlton Young - National Qualifier in Innovation Plan
Cori McKay - National Qualifier in Professional Selling

Attendance Update Taken at 6:30 PM. Absent: Dirk O'Hara.

OK Career Tech Student Association State Conference

Lila Mallette - First Place - Comic Book Design
Uyen Pham - First Place - Comic Book Design
Ian Barnes - First Place - Technical Design
Adeena Guziar - First Place - Technical Design
Jamie Kang - Second Place - Essays of Technology

VI. ESports Awards - Presented by Christy Fisher

OKSE (Oklahoma Scholastics Esports)

Norman North High School

Apex Legends - 1st Place

Luke Davis
Malakai Maher
Evin Padeway

Street Fighter - 3rd Place

Logan Ramsey

Smash Brothers Ultimate - 4th Place

Logan Ramsey
David Wavering
Wyatt Porter-Douglas

Mario Kart - 4th Place

Wyatt Porter-Douglas
Carmelo Revelez, Jr.

Mario Kart - 5th Place

Jordan Bacon
Logan Ramsey

Norman High School

Omega Strikers - 2nd Place

Anthony Khetsisouvan
Jake Morgan
River Anderson

Rocket League - 2nd Place

TJ Maso
Jack Taylor

Rainbow Six - 3rd Place

River Anderson
Hunter DeFord
James John
Shawn Jones
Christian Miller
Jake Morgan

VII. Language Arts Awards - Presented by Jessica Eschbach

Oklahoma Department of Libraries - Alcott Middle School

Philippa Deacon Wallet - My Favorite Book Contest 3rd Place Winner - "Letter to Jane Yolen"

Oklahoma Writing Project - Alcott Middle School

Eleanor Fagin - Write to Win Contest Personal Narrative Winner - "Waltz of the Snowflakes"

Oklahoma Writing Project - Whittier Middle School

Jazzlyn Rangel - Write to Win Contest Sentence Winner - "Stars"

Olivia Shearer - Write to Win Contest Short Story Winner - "Shattered"

Oklahoma Council for Teachers of English - Longfellow Middle School

Isabelle DeVaney - Short Story Winner - "Carnage"

Alliance for Young Artists and Writers Scholastic Awards - Norman High School

Sullivan Ho - Gold Key; Short Story, Honorable Mention; Personal Essay & Memoir, Honorable Mention; Poetry

Nola McKee - Gold Key; Dramatic Script, Silver Key; Poetry

Kallan McKinney - Gold Key; Poetry

Keira Smith - Gold Key and American Voices Nominee; Dramatic Script

Evan Esker - Silver Key; Poetry

Salem Kirk - Silver Key; Poetry

Olivia Picard - Silver Key; Dramatic Script

Penelope Cline - Honorable Mention; Poetry

Pax Hayman - Honorable Mention; Personal Essay & Memoir

James Keys - Honorable Mention; Science Fiction & Fantasy

TJ Mason - Honorable Mention; Poetry

Alliance for Young Artists and Writers Scholastic Awards - Norman North High School

Taylyn Kindel - Gold Key; Writing Portfolio

Audrey Murnan - Gold Key; Personal Essay & Memoir

Hayden Barrowman - Silver Key; Personal Essay & Memoir, Silver Key; Poetry

Rowan Jensen - Silver Key; Science Fiction and Fantasy, Honorable Mention; Poetry

Rafael Gómez - Honorable Mention; Personal Essay & Memoir

Katherine Hsieh - Honorable Mention; Personal Essay & Memoir

Madison Nunley - Honorable Mention; Personal Essay & Memoir

Oklahoma Scholastic Media Spring Media Day - Honorable Mention; Division One News Story

Brandon Johnson

Colby Pearce

VIII. Math Awards - Presented by Jamie Rentzel

State Math Counts Competition

Stella Hong - 2nd Place Individual Award and made the National Mathcounts Team

Freshman Area Academic Team Competition - 1st Place in Mathematics

Melody Chen
Miranda Huang

Victoria Sun
Anastasia Sikavitsas

Kai Arias
Cooper Christiansen

IX. Science Awards - Presented by Jaime Bagg

SEA Education Association

Violet Marshall - Scholarship recipient of the SEAScape: Ocean Studies on the Cape Summer Program

1st Place

West Regional Science Olympiad Tournament

Catherine Dunsworth
Zejun Li
Bridget Liu
Kiersten Navarro
London Navarro
Summer Page

Earvyn Ramos
Victor Stoneman
Andrew Wang
Kate Xue
Sophia Zhao
Ethan Zheng

3rd Place

Science Olympiad State Competition

Samantha Burkhead
Catherine Dunsworth
Zejun Li
Bridget Liu
Kiersten Navarro
Summer Page
Arya Raminneedi

Anastasia Sikavitsas
Elias Sikavitsas
Victor Stoneman
Tammy Wang
Kate Xue
Andrew Zhang
Sophia Zhao
Ethan Zheng

X. World Language Awards - Presented by Janet Gorton

Oklahoma State Department of Education Recipient of the Oklahoma Seal of Bilingualism

Teah Comeau
Jaclyn Connally
Carly Cook

Serena Feng
Seyed Hami
Christian Jensen

Romi Moss
Alondra Loera

Langxi Luo
Jamie Zheng

Oklahoma Junior Classical League

Caroline Opgrande - 1st Place Overall - Latin 2

Katie Hsieh - 2nd Place Overall - Latin 3

2024 Oklahoma Chinese Speech Contest

Ruining Du - Excellence Award
Junping Ruan - Excellence Award
Henry Zheng - Excellence Award

John Thumann - Second Place
LoLise White - Third Place

Oklahoma State Department of Education Recipient of the Oklahoma Seal of Bilingualism

LoLise White

Oklahoma State Department of Education Recipient of the Oklahoma Seal of Bilingualism

Owen Billingsley
Samara Bonner

Lydia Bouchard
Kailey Diehm

Payton Fox
Jaycee Irwin

Nola McKee
Yoselin Rojo

Norman Public Schools Spanish Intern

Jimena Alvarado-Martinez	Benjamin Edwards	Philip Trace Redwine
Connor Barba	Magaly Gonzalez	Addison Rice
Gabriela Beck	Brock Graves	Kennedy Richardson
Owen Billingsley	Pax Hayman	Katelyn Rivas
Samara Bonner	Jennifer Hernandez	Yoselin Rojo
Lydia Bouchard	Sullivan Ho	Jazmin Ruvalcaba
Sean Boyd	Jaycee Irwin	Luis Sanchez
Mari Ashly Cervantes-Hernandez	Michael James	Jaelynn Spencer-Rodriguez
Mandy Chen	Hannah Jang	Blake Starling
Elijah Coats	Riley Jewell	Sadie Stover
Kael Cochran	Zaden Keough	Edgar Velasco
Joseph Cooper	Nola McKee	Ava Watkins
Drew Crowley	Kallan McKinney	Jackson White
Zoey Davenport	Cristian Mendez	Sutton Willis
Hailey Dixon	Lucy Pippins	

XI. Athletic Awards - Presented by T.D. O'Hara

Norman North High School Cheer - Oklahoma Coaches Association - Cheyenne Patrick

Cheer Team 6A STUNT Runner-up Elizabeth Benton - All-State Emerson Cox - All-State

Norman North High School Pom - OSDTDA State Dance Team Championship - Liz Smith

Pom Team State Champions Lillie Geist - All-State Sam Velie - All-State
Bella Grogan - All-State Jaycie Tippens - All-State

Norman North High School Wrestling - Justin Deangelis

Coty Sessions - OSSAA Wrestling State Champion
Gabiella Nava - Oklahoma Coaches Association Wrestling All-State
Evan Johnson - Oklahoma Coaches Association Wrestling All-State

Norman North High School Girls Golf - Butch Roberts

Juliana Hong - OSSAA Girls Golf State Champion
Syrah Javed - Oklahoma Coaches Association Girls Golf All-State

Norman North High School Boys Golf - Mike Kaffenberger

Josh Stuart - OSSAA Boys Golf State Runner-up
Josh Stuart - Oklahoma Coaches Association Boys Golf All-State

Norman North High School Boys Track - Jonathan Koscinski

Camden Pratcher - OSSAA Boys Track State Runner-up

XII. Adjournment

7:23 PM Motion to adjourn. This motion, made by Alex Ruggiers and seconded by Annette Price, Passed. Dawn Brockman:
Yea, Tina Floyd: Yea, Annette Price: Yea, Alex Ruggiers: Yea

Tina Floyd, Board of Education President

Cathy Sasser, Board Clerk

(Seal)

**C. Investment Report (presented for information only)
Consent Item**

2023-2024 INVESTMENT INFORMATION

JP MORGAN CHASE US GOV MONEY MARKET					
MONTH	BANK	ACCOUNT	BALANCE	INTEREST EARNED	INTEREST RATE
July	JP Morgan Chase	Money Market	66,021,793.31	290,133.39	5.25%
August	JP Morgan Chase	Money Market	69,330,627.79	308,834.48	5.32%
September	JP Morgan Chase	Money Market	44,599,507.67	268,879.88	5.32%
October	JP Morgan Chase	Money Market	47,804,884.28	268,879.88	5.33%
November	JP Morgan Chase	Money Market	40,006,255.53	268,879.88	5.34%
December	JP Morgan Chase	Money Market	50,210,878.94	204,623.41	5.35%
January	JP Morgan Chase	Money Market	118,655,297.41	444,418.47	5.35%
February	JP Morgan Chase	Money Market	97,145,015.70	489,718.29	5.30%
March	JP Morgan Chase	Money Market	180,715,792.87	570,777.17	5.29%
April	JP Morgan Chase	Money Market	172,496,783.12	780,990.25	5.29%
Note: May interest earnings unknown before early June board backup deadline					
TYPE	BANK	PURCHASED	PAR	PRICE	YIELD

D. Treasurer's Report for the period through May 28, 2024
Consent Item

Norman School District
General Fund
Statement of Assets, Liabilities and Fund Balance
May 28, 2024

ASSETS

Cash in Bank	\$	33,797,739
Accounts Receivable		257,312
Property Taxes - Current		2,945,271
Property Taxes - Delinquent		-
Prepays		-
Interest		-
Inventory		158,012

TOTAL ASSETS		\$	37,158,334
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LIABILITIES AND FUND BALANCE

Accounts Payable	\$	5,164,510
Deferred Revenue		2,973,759

Total Liabilities		8,138,269
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Audited Fund Balance (June 30, 2023)	13,087,581
Excess Revenue over Expenditures	15,932,485

Fund Balance, End of Period	29,020,066
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TOTAL LIABILITIES AND FUND BALANCE		\$	37,158,334
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**Norman School District
General Fund
Statement of Revenue and Expenditures
May 28, 2024**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Ad Valorem Tax	\$ 46,655,395	\$ 59,422	\$ 46,028,981	\$ 626,414
Local	2,582,543	43,854	1,469,749	1,112,795
Intermediate	4,942,025	-	4,656,754	285,271
State	81,432,139	7,949,747	73,431,159	8,000,980
Federal	22,845,383	1,380,560	13,125,722	9,719,661
Fund Transfer	-	-	-	-
TOTAL REVENUE	\$158,457,485	\$9,433,583	\$138,712,365	\$19,745,120
 EXPENSES				
Local	\$ 119,870,263	\$ 8,691,501	\$ 94,700,209	
State	15,674,125	1,464,083	11,925,479	
Federal	22,872,142	2,128,501	16,154,192	
TOTAL EXPENSES	\$ 158,416,530	\$ 12,284,085	\$ 122,779,880	
 EXCESS REVENUE OVER EXPENDITURES	 <u><u>\$40,956</u></u>		 <u><u>\$15,932,485</u></u>	

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

**Norman School District
Building Fund
Statement of Assets, Liabilities and Fund Balance
May 28, 2024**

ASSETS

Cash in Bank	\$	9,165,921	
Accounts Receivable		763	
Property Taxes - Current		412,682	
Property Taxes - Delinquent		-	
Investments		-	
Accrued Interest		-	
TOTAL ASSETS			<u>\$ 9,579,365</u>

LIABILITIES AND FUND BALANCE

Accounts Payable	\$	41,644	
Deferred Revenue		412,297	
Total Liabilities			453,941
Audited Fund Balance (June 30, 2023)		5,309,510	
Excess Revenue over Expenditures		3,815,914	
Fund Balance, End of Period			9,125,424
TOTAL LIABILITIES AND FUND BALANCE			<u>\$ 9,579,365</u>

**Norman School District
Building Fund
Statement of Revenue and Expenditures
May 28, 2024**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Ad Valorem Tax	\$ 6,858,597	\$ 8,496	\$ 6,565,353	\$ 293,244
Other Taxes	8,800	-	8,709	91
Interest	348,017	-	59,826	288,191
Interfund Transfer	900,000	-	-	900,000
State	1,557,931	-	782,797	775,135
	<hr/>			
TOTAL REVENUE	\$ 9,673,346	\$ 8,496	\$ 7,416,686	\$ 2,256,660
EXPENSES				
Local	\$ 3,357,283	\$ 255,580	\$ 2,701,717	
State	1,557,931	410,115	899,055	
	<hr/>			
TOTAL EXPENSES	\$ 4,915,214	\$ 665,695	\$ 3,600,771	
EXCESS REVENUE OVER EXPENDITURES	<u>\$4,758,131</u>		<u>\$3,815,914</u>	

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

**Norman School District
 Child Nutrition Fund
 Statement of Assets, Liabilities and Fund Balance
 May 28, 2024**

ASSETS

Cash in Bank	\$ 2,948,647	
Accounts Receivable	322,663	
Inventory	-	
TOTAL ASSETS		<u>\$ 3,271,311</u>

LIABILITIES AND FUND BALANCE

Accounts Payable	\$ 1,509	
Deferred Revenue	430,097	
Total Liabilities		431,606
Audited Fund Balance (June 30, 2023)	2,808,453	
Excess Revenue over Expenditures	31,252	
Fund Balance, End of Period		2,839,705
TOTAL LIABILITIES AND FUND BALANCE		<u>\$ 3,271,311</u>

**Norman School District
Child Nutrition Fund
Statement of Revenue and Expenditures
May 28, 2024**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Student Meals	\$ 1,184,666	\$ 1,081	\$ 1,040,093	\$ 147,758
Federal Reimbursement	4,339,078	342,683	3,576,417	1,140,152
State Reimbursement	53,652	26,826	53,652	39,041
Other Local	468,783	1,993	79,553	364,107
Interfund Transfer	131,100	-	87,183	43,917
TOTAL REVENUE	\$ 6,177,280	\$ 372,583	\$ 4,836,898	\$ 1,340,382

EXPENSES

Local	\$ 3,450,395	\$ 67,349	\$ 1,020,066
State	58,502	1,299	58,502
Federal	4,497,213		3,727,078
TOTAL EXPENSES	\$ 8,006,110	\$ 68,648	\$ 4,805,646

**EXCESS REVENUE OVER
EXPENDITURES**

	\$ (1,828,830)		\$ 31,252
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* This column is for information only and is included in the year-to-date actual amounts.

Norman School District
Bond Fund
Statement of Assets, Liabilities and Fund Balance
May 28, 2024

ASSETS

Cash in Bank	\$ 20,164,089	
Investments	-	
Accrued Interest	-	
Receivables	-	
TOTAL ASSETS		<u>\$ 20,164,089</u>

LIABILITIES AND FUND BALANCE

Accounts Payable	\$ 13,234	
Total Liabilities		13,234
Audited Fund Balance (June 30, 2023)	13,831,037	
Excess Revenue over Expenditures	6,319,819	
Fund Balance, End of Period		20,150,856
TOTAL LIABILITIES AND FUND BALANCE		<u>\$ 20,164,089</u>

**Norman School District
Bond Fund
Statement of Revenue and Expenditures
May 28, 2024**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	\$63,841,277.92	\$ 0	\$ 63,841,278	\$ (0)
Interest	127,730	-	272,706	(144,976)
	<hr/>			
TOTAL REVENUE	\$ 63,969,008	\$ 0	\$ 64,113,984	\$ (144,976)
EXPENSES				
Local	\$ 72,468,004	\$ 52,589,259	\$ 57,794,165	
Fund Transfer	-	-	-	
	<hr/>			
TOTAL EXPENSES	\$ 72,468,004	\$ 52,589,259	\$ 57,794,165	
EXCESS REVENUE OVER EXPENDITURES	<u>\$ (8,498,996)</u>		<u>\$ 6,319,819</u>	

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

Norman School District
Sinking Fund
Statement of Assets, Liabilities and Fund Balance
May 28, 2024

ASSETS

Cash in Bank	\$ 27,183,411	
Accounts Receivable	-	
Investments	-	
Accrued Interest	-	
Property Taxes - Current	3,046,056	
Property Taxes - Delinquent	-	
TOTAL ASSETS		<u>\$ 30,229,467</u>

LIABILITIES AND FUND BALANCE

Accounts Payable	\$ -	
Deferred Revenue	3,048,073	
Escrow Account	-	
Total Liabilities		3,048,073
Audited Fund Balance (June 30, 2023)	22,991,941	
Excess Revenue over Expenditures	4,189,453	
Fund Balance, End of Period		27,181,394
TOTAL LIABILITIES AND FUND BALANCE		<u>\$ 30,229,467</u>

**Norman School District
Sinking Fund
Statement of Revenue and Expenditures
May 28, 2024**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Ad Valorem Tax	\$ 33,593,271	\$ 43,345	\$ 33,098,060	\$ 495,211
Premium on Bonds Sold	1,885,889	-	1,885,889	0
Interest	900,000	-	777,138	122,862
State	1	-	2	(1)
Other Local	84,339	-	-	84,339
Fund Transfer	(900,000)	-	-	(900,000)
	<hr/>			
TOTAL REVENUE	\$ 35,563,500	\$ 43,345	\$ 35,761,089	\$ (197,589)
 EXPENSES				
Local	\$ 31,571,638	\$ -	\$ 31,571,636	
Fund Transfer	-	-	-	
	<hr/>			
TOTAL EXPENSES	\$ 31,571,638	\$ -	\$ 31,571,636	
 EXCESS REVENUE OVER EXPENDITURES				
	<u>\$ 3,991,862</u>		<u>\$ 4,189,453</u>	

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

**Norman School District
Student Activity Fund
Statement of Assets, Liabilities and Fund Balance
May 28, 2024**

ASSETS

Cash in Bank	\$	2,663,493	
Accounts Receivable		2,197	
TOTAL ASSETS			<u>\$ 2,665,690</u>

LIABILITIES AND FUND BALANCE

Accounts Payable	\$	36,215	
Total Liabilities			36,215
Audited Fund Balance (June 30, 2023)		2,329,413	
Excess Revenue over Expenditures		300,062	
Fund Balance, End of Period			2,629,475
TOTAL LIABILITIES AND FUND BALANCE			<u>\$ 2,665,690</u>

**Norman School District
Student Activity Fund
Statement of Revenue and Expenditures
May 28, 2024**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	\$ 3,000,000	\$ 219,919	\$ 2,983,867	\$ 16,133
TOTAL REVENUE	\$ 3,000,000	\$ 219,919	\$ 2,983,867	\$ 16,133
 EXPENSES				
Local	\$ 3,000,000	\$ 329,300	\$ 2,683,805	
TOTAL EXPENSES	\$ 3,000,000	\$ 329,300	\$ 2,683,805	
 EXCESS REVENUE OVER EXPENDITURES	 \$ -		 \$ 300,062	

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

**Norman School District
Trust and Agency Funds
Statement of Assets, Liabilities and Fund Balance
May 28, 2024**

ASSETS

Cash in Bank	\$ 23,713,915	
Accounts Receivable	15,341	
TOTAL ASSETS		<u>\$ 23,729,256</u>

LIABILITIES AND FUND BALANCE

Accounts Payable	\$ 15,341	
Total Liabilities		15,341
Audited Fund Balance (June 30, 2023)	6,351,526	
Excess Revenue over Expenditures	17,362,389	
Fund Balance, End of Period		23,713,915
TOTAL LIABILITIES AND FUND BALANCE		<u>\$ 23,729,256</u>

**Norman School District
Trust and Agency Funds
Statement of Revenue and Expenditures
May 28, 2024**

REVENUES	ANNUAL BUDGET	*CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL	REVENUE RECEIVABLE
Local	\$ 20,000,000	\$ 435	\$ 19,760,150	\$ 239,850
Fund Transfer	-	-	-	-
<hr/>				
TOTAL REVENUE	\$ 20,000,000	\$ 435	\$ 19,760,150	\$ 239,850
EXPENSES				
Local	\$ 25,126,795	\$ 37,353	\$ 2,397,762	
Fund Transfer	-	-	-	
<hr/>				
TOTAL EXPENSES	\$ 25,126,795	\$ 37,353	\$ 2,397,762	
EXCESS REVENUE OVER EXPENDITURES	\$ (5,126,795)		\$ 17,362,389	

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

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

- Consent Item**

- Attached to the posted agenda and these minutes as Attachment A.

**Norman Public Schools
Norman, Oklahoma
Certified Personnel Report**

6/3/2024

RECOMMENDATIONS/ TEMPORARY EMPLOYMENT

<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
ANNESLEY, JULIANNE	REPLACEMENT	BAND DIRECTOR	WHITTIER MIDDLE SCHOOL	8/8/2024
COOK, JASON	REPLACEMENT	GIFTED RESOURCE COORDIATOR	CLEVELAND ELEMENTARY	8/8/2024
DAN, HAYLEY	REPLACEMENT	HISTORY TEACHER	NORMAN HIGH SCHOOL	8/8/2024
HORTON, CONNOR	REPLACEMENT	LANGUAGE ARTS TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
ROBINS, MOLLY	REPLACEMENT	LANGUAGE ARTS TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
VASSILEVA, VASSIA	REPLACEMENT	SPECIAL EDUCATION TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024

RECOMMENDATIONS/ TEMPORARY EMPLOYMENT

<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
COLINA, RONALDO	TEMP TO REHIRE	STUDENT ADVOCACY COORDINATOR	NORMAN NORTH HIGH SCHOOL	7/18/2024
DRAPER, LOGAN	TEMP TO REGULAR	SCIENCE TEACHER	NORMAN HIGH SCHOOL	8/8/2024
FINNERAN, KAYLEE	TEMP TO REGULAR	SPECIAL EDUCATION TEACHER	NORMAN HIGH SCHOOL	8/8/2024
GREENE, JONATHAN	TEMP TO REHIRE	MATH TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
HUNTLEY, EMMA	TEMP TO REHIRE	SECOND GRADE TEACHER	REAGAN ELEMENTARY	8/8/2024
KING, NATHANIEL	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
LAMOTHE, DANIEL	TEMP TO REHIRE	MATH TEACHER	NORMAN HIGH SCHOOL	8/8/2024
MCBRIARTY, ERIN	TEMP TO REHIRE	SCIENCE TEACHER	LONGFELLOW MIDDLE SCHOOL	8/8/2024
SATTERTHWAITE, JANELLY	TEMP TO REHIRE	ENGLISH SECOND LANGUAGE TEACHER	NORMAN HIGH SCHOOL	8/8/2024
SPRECHER, LYNDY	TEMP TO REGULAR	ENGLISH LEARNER TEACHER	REAGAN ELEMENTARY	8/8/2024
SPRINGER, JUSTIN	TEMP TO REGULAR	RESOURCE TEACHER	IRVING MIDDLE SCHOOL	8/8/2024

RESIGNATIONS:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
ALLEN, MEGAN	MUSIC TEACHER	CLEVELAND ELEMENTARY	5/24/2024
AUSTIN, SHANE	ASSISTANT PRINCIPAL	NORMAN HIGH SCHOOL	6/11/2024
BULLOCK, ERIN	LIBRARIAN/MEDIA SPECIALIST	ADAMS ELEMENTARY	5/24/2024
CASH, CHELSEA	FIFTH GRADE TEACHER	REAGAN ELEMENTARY	5/24/2024
COCHRAN, KRISTEN	THIRD GRADE TEACHER	CLEVELAND ELEMENTARY	5/24/2024
DAY, KATELYN	KINDERGARTEN -EIGHTH GRADE TEACHER	DIMENSIONS ACADEMY	5/24/2024
EDNIE, CHARLES	SPECIAL EDUCATION TEACHER	IRVING MIDDLE SCHOOL	5/3/2024
GRUBB, MICHAEL	ENGLISH/AP CAPSTONE TEACHER	NORMAN HIGH SCHOOL	5/24/2024
LE, ALIXIS	SECOND GRADE TEACHER	MONROE ELEMENTARY	5/24/2024

PLUNK, NICHOLAS		SCIENCE TEACHER	ALCOTT MIDDLE SCHOOL	5/24/2024
ROCHFORD, CLAIRE		MATH TEACHER	NORMAN HIGH SCHOOL	5/24/2024
RUNGE, KELEA		PRE-KINDERGARTEN TEACHER	REAGAN ELEMENTARY	5/24/2024
SCHEMM, LINDSAY		SECOND GRADE TEACHER	WASHINGTON ELEMENTARY	5/24/2024
TASOS, KAYLA		ART TEACHER	ALCOTT MIDDLE SCHOOL	5/24/2024
VAUGHN, LAURA		SCIENCE TEACHER	IRVING MIDDLE SCHOOL	5/24/2024
Respectfully Submitted,				
Superintendent				
*Worked Prior to Board Approval				

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

Consent Item

Attached to the posted agenda and these minutes as Attachment B.

**Norman Public Schools
Norman, Oklahoma
Support Personnel Report
6/3/2024**

ADJUNCT COACHES

<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
THOMPSON, ABBEY	REPLACEMENT	HEAD CHEER COACH	WHITTIER MIDDLE SCHOOL	8/15/2024

RECOMMENDATIONS/ TEMPORARY EMPLOYMENT

<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
HAMMETT, MELISSA	TEMP TO REGULAR	ATTENDANCE ADMIN ASSISTANT	IRVING MIDDLE SCHOOL	7/1/2024
KIM, KIOK	TEMP TO REHIRE	HIGHLY QUALIFIED TEACHER ASSISTANT	NORMAN NORTH HIGH SCHOOL	8/8/2024
PRICE, TREVOR	TEMP TO REGULAR	HIGHLY QUALIFIED TEACHER ASSISTANT	MONROE ELEMENTARY	8/8/2024

RECOMMENDATION/TEMPORARY EMPLOYMENT

<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
MADDUX, OSCAR	REPLACEMENT	HVAC JOURNEYMAN	CENTRAL SERVICES CENTER	5/13/2024
NEWHART, TORRI	REPLACEMENT	PRINCIPAL SECRETARY	EISENHOWER ELEMENTARY	7/19/2024
NEWLUN, DALLAS	REPLACEMENT	HIGHLY QUALIFIED TEACHER ASSISTANT	EISENHOWER ELEMENTARY	8/8/2024
PIDCOCK, KATHREN	REPLACEMENT	SPED TEACHER ASSISTANT	EISENHOWER ELEMENTARY	8/8/2024
SIPE, HALEY	REPLACEMENT	ASC RECEPTIONIST AND CAMPUS COORDINATOR	ADMINISTRATIVE SERVICE CENTER	5/20/2024
WEIN, MELINDA	REPLACEMENT	DD PRE K TEACHER ASSISTANT	KENNEDY ELEMENTARY	8/8/2024

RESIGNATIONS:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
BOONE, ROBERT	PLUMBER	CENTRAL SERVICES CENTER	5/10/2024
BURT, LENORE	REGISTRAR	ALCOTT MIDDLE SCHOOL	5/31/2024
ENGLISH, CALE	FREIGHT, STOCK, MAT HANDLER	WAREHOUSE	5/31/2024
GREEN, KIMBERLY	SPED TEACHER ASSISTANT	TRUMAN PRIMARY	5/23/2024
LUKE, SHAUNICE	PRINCIPAL SECRETARY	LONGFELLOW MIDDLE SCHOOL	6/6/2024
MACQUARRIE, NATALIE	RESOURCE TEACHER ASSISTANT	REAGAN ELEMENTARY	5/23/2024
MATTHEWS, CARRIE	CERTIFIED OCCUPATIONAL THERAPIST ASSISTANT	SPECIAL SERVICES	5/30/2024
SPRADLEY, ELIZABETH	RESOURCE TEACHER ASSISTANT	MADISON ELEMENTARY	5/23/2024
WARNER, KAYLA	COMPUTER TECHNICIAN	TECHNOLOGY SERVICE CENTER	6/28/2024

**Respectfully Submitted,
Superintendent**

*Worked Prior to Board Approval

G. Purchase Requests

Consent Item

1. School buses for district wide use from Midwest Bus Sales Inc in the amount of \$623,984.00.
2. Waterford Software Maintenance Subscription in the amount of \$67,029.00
3. Illuminate Education Software Subscription in the amount of \$61,500.00
4. Lexia Learning Systems Software Maintenance Subscription in the amount of \$226,740.00
5. Marzano Evaluation Center Software Maintenance Subscription in the amount of \$43,472.00
6. Softchoice Software Maintenance Subscription in the amount of \$95,715.20
7. CDW Software Maintenance Subscription in the amount of \$52,011.28
8. Verizon Software Maintenance Subscription in the amount of \$88,000.00
9. Instructure Inc. Software Maintenance Subscription in the amount of \$105,197.20
10. Carpet flooring for the All School Performing Arts Auditorium from Vector Concepts in the amount of \$90,963.88
11. Security camera replacement for Alcott Middle School, Irving Middle School, Longfellow Middle School, Monroe Elementary, McKinley Elementary, Norman North, Norman High, and Whittier Middle School from Digi Security Systems LLC in the amount of \$87,186.08



**Norman Public Schools
Purchase Request**

Purchase Request 1

Meeting Date: June 3rd, 2024

- 1. Item: School Buses**
- 2. Location: District Wide**
- 3. Statewide Contract: SW0110**
- 4. Purchase Fund: Bond**
- 5. Midwest Bus Sales Inc
El Reno, OK 73036
\$623,984.00**

6.

Item	QTY	Unit Cost	Total
Saf-T-Liner C2 340TS	4	\$155,996.00	\$623,984.00

- 7. It is recommended that the district purchase school buses for district wide use from Midwest Bus Sales Inc in the amount of \$623,984.00.**



Purchase Request

Purchase Requests: 2 - 9

Meeting Date: June 3rd, 2024

- 1. Item: Software Maintenance Subscriptions**
- 2. Location: District Wide**
- 3. Specialized Service**
- 4. Purchase Fund: Bond and ESSER**

PR#	VENDOR	CITY/STATE	PRODUCT	AMOUNT
2	Waterford	WEST JORDAN, UT	SOFTWARE MAINTENANCE FY25	\$67,029.00
3	Illuminate Education	IRVINE, CA	SOFTWARE MAINTENANCE FY25	\$61,500.00
4	Lexia Learning Systems	CONCORD, MA	SOFTWARE MAINTENANCE FY25	\$226,740.00
5	Marzano Evaluation Center	BLAIRSVILLE, PA	SOFTWARE MAINTENANCE FY25	\$43,472.00
6	SoftChoice	CHICAGO, IL	SOFTWARE MAINTENANCE FY25	\$95,715.20
7	CDW	VERNON HILLS, IL	SOFTWARE MAINTENANCE FY25	\$52,011.28
8	Verizon	ALPHARETTA, GA	SOFTWARE MAINTENANCE FY25	\$88,000.00
9	Instructure Inc	SALT LAKE CITY, UT	SOFTWARE MAINTENANCE FY25	\$105,197.20

- 5. It is recommended that the district purchase the software maintenance programs as outlined above.**



**Norman Public Schools
Purchase Request**

Purchase Request 10

Meeting Date: June 3rd, 2024

- 1. Item: Carpet Flooring**
- 2. Location: All School Performing Arts Auditorium**
- 3. Buyboard Contract: 642-21**
- 4. Purchase Fund: General – Central Services**
- 5. Vector Concepts**
Irving, TX 75063
\$90,963.88
- 6. It is recommended that the district purchase carpet flooring for the All School Performing Arts Auditorium from Vector Concepts in the amount of \$90,963.88.**



**Norman Public Schools
Purchase Request**

Purchase Request 11

Meeting Date: June 3rd, 2024

- 1. Item: Security Camera Replacement**
- 2. Location: Alcott Middle School, Irving Middle School, Longfellow Middle School, Monroe Elementary, McKinley Elementary, Norman North, Norman High, and Whittier Middle School**
- 3. Statewide Contract: SW1048D**
- 4. Purchase Fund: Bond**
- 5. Digi Security Systems LLC**
Tulsa, OK 74147
\$87,186.08

6.

Item	Suggested Price	Discount	State Contract Price	QTY	Ext. Contract Price
4MP H6A Indoor IR Dome Camera	\$1,266.48	\$405.27	\$861.21	25	\$21,530.25
15C H5A – Camera Package	\$2,767.67	\$885.65	\$1,882.02	10	\$18,820.20
15C H5A – 270 Camera Package	\$3,390.28	\$1,084.89	\$2,305.39	5	\$11,526.95
24C H5A – 270 Camera Package	\$3,737.28	\$1,195.93	\$2,541.35	5	\$12,706.75
20C H5A – 360 Camera Package	\$3,220.67	\$1,030.61	\$2,190.06	10	\$21,900.60
Aluminum Corner Mount	\$145.00	\$46.40	\$98.60	5	\$493.00
				Subtotal	\$86,977.75
				Shipping	\$208.33
				TOTAL	\$87,186.08

- 7. It is recommended that the district purchase security camera replacement for Alcott Middle School, Irving Middle School, Longfellow Middle School, Monroe Elementary, McKinley Elementary, Norman North, Norman High, and Whittier Middle School from Digi Security Systems LLC in the amount of \$87,186.08.**

H. Agreements, Contracts and Renewals for Fiscal Year 2024-2025
Consent Item

1. SUPERINTENDENT'S OFFICE (Dr. Nick Migliorino)

- a. Rieger, Sadler, Joyce Engagement and Representation Agreement
- b. Rosenstein, Fist & Ringold Engagement Letter for Legal Services
- c. CCOSA's District Level Services (DLS) Program Agreement for 2024-2025
- d. Triumph Team LLC Agreement for executive coaching and consulting services regarding the district's long-term Strategic Plan



FIRM/CLIENT ENGAGEMENT AND REPRESENTATION AGREEMENT

Date: Nov 30, 2021 Referred by:

Client identification - please list all client names (including spouses, co-owners, etc.):

NORMAN PUBLIC SCHOOLS
NICK MIGLIORINO, SUPERINTENDENT

If Client(s) is a company, please list all associated legal entities, and all officers/titles:

JUSTIN MILNER, ASSOC. SUPERINTENDENT
HOLLY NEVELS, ASSOC. SUPERINTENDENT
BRENDA BURKETT, CFO

Client's primary postage mailing address and street address:

131 S. FLOOD AVE.
NORMAN, OK 73069

Client's text and mobile phone numbers:

405-779-6652 (Nick) 405-613-9470 (Justin)

May we text confidential legal messages to the above text numbers? Yes X No

Client email addresses:

NICKM@NORMAN.K12.OK.US JMILNER@NORMAN.K12OK.US

May we email confidential legal correspondence to this address(s)? Yes X No

May we email your invoices for legal fees to this address(s)? Yes X No

List all known opposing/adverse persons or entities:

(Empty lines for listing opposing/adverse persons or entities)

Briefly describe what you wish us to do for you at this time:

GENERAL REPRESENTATION

You have asked THE RIEGER LAW GROUP, PLLC (the "Firm") to represent you in connection with legal matters, whether it is counseling, transactions, litigation, and/or other general legal issues important to you. Upon signature and return of this letter by you, and affirmative acceptance by Sean Paul Rieger, through proceeding with the work, the Firm agrees to represent you CONDITIONAL upon these terms and conditions:

1. *Fee for Legal Services.* The Firm's fees for legal services rendered will be calculated based on the Firm's hourly rates, as you agree may be adjusted from time to time, for the attorneys and support staff that work on the matter in any way. The hourly rates set by the Firm do not include the expenses described in paragraph 2 below. Currently, the hourly rate set by the Firm for each attorney is as follows:

Sean Paul Rieger:	\$245/hour	21-year atty	(2000)
Kendra Streeter	\$235/hour	18-year atty	(2003)
Keith Barrett	\$200/hour	11-year atty	(2010)
Daniel Sadler:	\$170/hour	9-year atty	(2012)
Gunner Joyce	\$160/hour	3-year atty	(2018)

For legal clerks, the hourly rate is \$95 per hour, each billed to the tenth of an hour increments. Currently, the hourly rate set by the Firm for the Firm's office support staff services is \$95 per hour, billed to the tenth of an hour increments. Unlike most law firms, we rarely charge for paralegal or legal assistant staff time, and rarely charge for consumables of copies and such. Instead, additionally, each amount of labor invoiced will have a flat labor/administrative/consumable fee of three percent (3%) added to it, which will help to offset expenses incurred in your matters, such as legal assistant time, copying, printing, Westlaw research, etc. At times, the Firm reserves the right to employ and/or contract additional attorneys, law clerks, support staff, or contract support when necessary to effectively represent your interest. Such person's time will be billed at the respective same rates. The Firm's minimum billing time for any one file/matter/case/transaction is one full hour. The Firm's minimum billing time entry for any one action will be at least two-tenths of one hour (12 minutes); therefore, every phone call, email, fax, text, meeting, letter, etc., may be charged for at least two-tenths of one hour each. We appreciate the contact we have with our clients, and we do not seek to discourage that. However, please understand that every contact redirects the attorney or staff member's attention and focus to your matter and thus must be billed accordingly. The Firm reserves the right to adjust the hourly rates and fees upward at any time, such as but not limited to, annually. You understand that in no way does the Firm estimate or convey to you what the total amount of fees will be for handling your matter, as it is impossible to speculate as to what amount of time will be needed to handle your issues. The Firm retains the flexibility and sole right to assign which attorneys and staff members they wish to handle the matter.

2. *Expenses.* During the course of the Firm's representation of your matters, it may be necessary for the Firm to incur additional more significant and specifically related expenses, including, but not limited to, postage, overnight or expedited delivery services, courier service, mileage/travel expenses, photocopying, graphics and exhibits development, phone charges, court or government filing fees, deposition fees, expert witness fees, contract labor fees, consultant fees, and other expenses. In addition, the Firm may, with your consent, engage accountants, investigators, appraisers, and/or experts in various locales and areas of expertise to assist in the Firm's representation. You agree to reimburse the Firm, or upon the Firm's request you agree to promptly pay directly, any such expenses incurred in relation to your matters. Such expenses will be charged in an amount equal to that incurred by the Firm. Mileage may be charged at the federal IRS rate per mile for transportation expenses incurred for business purposes (as changed by the IRS from time to time), for any vehicular travel outside of the boundaries of Cleveland County, Oklahoma. Internal copies of documents for large print jobs may be charged at five cents (5¢) a page.

3. *Statements.* The Firm's fees for legal services together with all expenses are due at our offices in Norman, OK, strictly within thirty (30) days of your receipt of a statement. Such statements ordinarily will be mailed or emailed to you on a roughly monthly interval. If you are paid any settlement or award in this matter, the Firm may first deduct all amounts owed to the Firm from the settlement award and then transmit the remainder, if any, to you.

4. *Interest.* Any amounts not received by the Firm within thirty (30) days after your receipt of our statement will accrue interest at the rate of at least twelve percent (12%) per annum, or the maximum legally allowed interest rate,

whichever is lesser, calculated to the day based on a 365-day year. You agree to pay all such interest, and the Firm shall have the right to collect such interest even if the Firm has accepted payments that do not include such interest.

5. *Retainer and Clients' Trust Account.* The Firm may choose to require an Initial Billing Advance in any amount up to \$10,000, as a standing security deposit for your timely payment of fees in all matters, together with a signed copy of this letter, as a condition precedent to the Firm's acceptance of the engagement upon the terms and conditions herein expressed. The Firm reserves the right to require you to replenish the Initial Billing Advance at any time that it is drawn upon to pay outstanding amounts due. The Firm reserves the right to not begin any work on your matters until these items are received in full. The Initial Billing Advance acts as security deposit for the Client's promise to pay the fees owed, and will be deposited in the Clients' Trust Account maintained by the Firm. The Initial Billing Advance is NOT used to pay the Client's regular monthly invoices unless the Client becomes delinquent in their payment of an invoice. The Client shall continue to pay all monthly invoices timely in addition to, and independent of, the Initial Billing Advance, which shall remain in the Client's Trust Account until the end of the representation. However, in the event that you become late in making any payment on amounts due for fees or expenses, you hereby authorize the Firm, without any further notice to you, to withdraw from the Initial Billing Advance, and such other sum(s), if any, received from you, or on your behalf, which are deposited to the Clients' Trust Account, such amounts as are necessary to pay the Firm's statements for services rendered and costs and expenses incurred. The Initial Billing Advance may be applied to your last bill from the Firm and any unearned balance remaining of your Initial Billing Advance in the Clients' Trust Account at the termination of the Firm's representation, if any, will be refunded to you.

6. *Additional Billing Advances (and Trial Billing Advances).* The Firm reserves the right to require from time to time, as a condition to continuing the representation of you, additional advances by you to our Clients' Trust Account in such amounts as the Firm determines in its sole and absolute discretion necessary to maintain a balance adequate to cover future services (such as services to be rendered in connection with trial and trial preparation, advocacy of zoning items, or other advocacy matters, as these types of services can reach very large sums). You agree to pay such additional advances as may be requested within thirty (30) days after your receipt of a statement for such an advance.

7. *Continuing Agreement; Declination of Representation; Termination.* This Agreement shall be deemed to be a continuing agreement in that if at any time the Firm advises or represents you in connection with any matters other than those set forth above, said representation in connection with such other matters shall be upon the same terms, conditions, provisions, and fee arrangements as those expressed herein, unless a separate arrangement is made in writing with respect thereto. You consent to allow the Firm to consult, or associate with, another attorney and/or law firm regarding your legal problem/case. Either party may terminate the Firm's services and representation under this Agreement at any time, upon written notice to the other party sent to the other party at its last known address (may be sent via email, text, fax, or letter). A few non-exhaustive examples of when this representation agreement may be immediately terminated by the Firm include instances such as, but not limited to:

- a) Failure on your part to remain current with the payment of all fees and expense owed (current within 30 days of the date payment is due);
- b) Failure on your part to provide payment of an additional billing advance upon request of the Firm when the Firm deems it reasonably necessary;
- c) The Firm becoming aware of any potential conflict of interest that our representation of you results in;
- d) A failure on your part to provide timely and accurate information to the Firm as requested by the Firm and as needed in your representation;
- e) The Firm becoming aware that you have been dishonest in representing any relevant fact to the Firm;
- f) The attorney-client relationship between us deteriorating to a point that renders our working together uncomfortable and unproductive.
- g) The client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;
- h) The client has used the lawyer's services to perpetrate a crime or fraud;
- i) The client insists upon taking action that the lawyer considers repugnant or with which the lawyer has a fundamental disagreement;

- j) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;
- k) The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; and/or
- l) Other good cause for withdrawal exists.

You will remain liable for all fees and expenses incurred up to the date of withdrawal or the Firm's receipt of written notice from you of termination. You further agree that in the event of failure to pay, that the Firm may place a lien on your real property for payment of services due. You agree that you hereby consent to the Firm proceeding with any zoning matters in the future under the representation of any other clients of the Firm, even where you may own property within the notice radius of the zoning matter, and that such representation by the Firm shall not be considered by you as a conflict of interest.

8. *Withdrawal; No Waiver.* You agree that if within thirty (30) days after you receive a statement or notice from the Firm, you fail to make any payment, whether for legal services, expenses or billing advance, the Firm may, at its sole option and discretion, absolutely terminate all or any part of our representation, withhold further legal services, and withdraw from all litigation, if any, and you agree to cooperate and perform all acts necessary to assist the Firm's withdrawal. In such event, the Firm shall have no further responsibility to advise you or represent you in any manner.

9. *No Estimate of Fees; No Warranty of Results.* You agree and understand that absolutely no representations, assurances, warranties, estimates, predictions, expectations, or guarantees, have been provided by the Firm regarding the amount of fees, time involved, outcome, results, or any consequences connected with the representation, and that there are no implied or expressed warranties given of any kind. You agree and understand that the inherent nature of legal work, such as but not limited to, litigation, zoning and land use, governmental approvals and issuances, and transactional services, is that there is no possible way for the Firm to predict or estimate what the result will be of the Firm's work. Consequently, the risk of not obtaining the desired result falls upon you only, and thus you understand and accept the possibility that your desired end result may not ever be realized. Furthermore, you understand and agree that even if the end result of the Firm's services is not what you desired, you will still be responsible for all fees and expenses charged under this agreement and incurred by the Firm on your behalf. **YOU UNDERSTAND THAT WE ARE NOT AGREEING TO REPRESENT YOU ON A CONTINGENCY BASIS AND THAT YOUR OBLIGATION TO PAY US LEGAL FEES DOES NOT CHANGE WHETHER WE WIN OR LOSE OR WHETHER WE ACHIEVE THE RESULT YOU DESIRED.** Additionally, as it concerns civil litigation, you understand and acknowledge that:

- a) You may be in civil litigation for many months or years before there is any resolution to the case, and then any outcome may be appealed by the other party for additional months or years thereafter.
- b) A large majority of lawsuits end in settlement without going to trial, thus the Client should consider compromise settlement positions that might be acceptable, and typically the earlier a litigant settles then the less expense incurred in extended litigation and attorneys' fees.
- c) You may spend substantial sums of money in attorneys' fees, depositions, expert witness fees, and/or other litigation expenses in civil district court litigation. It is common for civil litigation to cost tens of thousands of dollars, or even more for multiparty litigation.
- d) You may not ever collect on a successful judgment, as a judgment is only worth whatever the party that owes it is able to pay from their non-exempt assets, if they have any.
- e) You may not receive an award for reimbursement of your attorneys' fees, as such an award is up to the Judge's sole discretion and sometimes, they decide that either no attorney fees should be awarded to the winning party, or they award less than the amount spent.
- f) Civil lawsuits are inherently risky as it is difficult to predict what a random jury or judge will decide after hearing the evidence that is allowed to be presented.
- g) If the lawsuit is unsuccessful, you may be required to pay the attorneys' fees and court costs of the opposing parties if the Judge decides as such.
- h) Most civil lawsuits are slow in going through the process, as it is easy for the opposing party to delay the case through motions and discovery.

10. *Cooperation; Ownership of Work Product; Disposal of Closed Files.* You agree to keep the Firm advised as to how you may be contacted at all times, and agree to cooperate in the representation and to appear upon reasonable notice at our offices, other designated meeting places, and/or any courts in which various matters may be pending, and to comply with all reasonable requests of this Firm in connection with the representation, including your prompt response to request for information from you by the Firm or its attorneys. You agree to be thorough and honest in all representations of facts that you make to the Firm in regard to the specifics of your matters. You understand that the Firm will control the scheduling of the representation consistent with its schedule and availability. The Firm's entire work product is hereby copyrighted, and all copies will be owned by the Firm. Copies of all documentation related to the matter(s) subject hereto coming into the Firm's possession or control may be made and retained by the Firm. The Firm shall have no obligation to retain any file that has not been worked for more than two (2) years. You agree that the Firm may act upon your oral authorization with respect to matters requiring your consent or direction.

11. *Liability for Fees; Disputes Regarding Agreement or Fees.* As a signator to this document, regardless of whether your signature is in a representative capacity or as an individual, You agree to be individually and personally and, where more than one person or entity are involved, jointly and severally, responsible and liable for payment of all of the fees and expenses incurred pursuant to this Agreement, including, but not limited to, all fees and expenses which may be incurred in connection with the representation of any partnership, joint venture, corporation, trust, or other entity or person other than yourself. Unless the Firm otherwise agrees in writing, the Firm will first look solely to each signator to pay our fees and expenses. If you have made, or hereafter make, arrangements with another person or entity to pay our fees and expenses, it will be your responsibility, and not the Firm's, to collect any amounts from the third party. You will be expected to pay our fees and expenses timely even if the third party delays, fails or refuses to pay. Likewise, if you have set a limit on the amount of fees and expenses the third party will have to bear, the Firm is not bound by that limit unless the Firm so agrees in writing.

12. *Miscellaneous.* This Agreement supersedes all prior agreements between the Firm and you relating to the matters covered by this Agreement. This Agreement contains the entire agreement between you and the Firm. This Agreement shall be binding upon and shall benefit the parties hereto and their respective heirs, executors, administrators, representatives, successors, and permitted assigns. This Agreement may only be modified by a written agreement signed by you and the Firm. You consent and agree to the Firm listing you as a client on marketing material of the Firm, such as but not limited to marketing fliers, website, and social media. You agree and consent to the Firm using third party shredding companies to discard and destroy documents related to your matters that are no longer needed. YOU UNDERSTAND THAT YOU HAVE THE OPPORTUNITY TO ENGAGE US OR ANY OTHER ATTORNEY(S) ELSEWHERE OF YOUR CHOOSING, OR NO ATTORNEY(S) AT ALL, AND THAT WE WOULD **NOT** HAVE AGREED TO REPRESENT YOU UNDER ANY TERMS DIFFERENT THAN HEREIN.

If this letter correctly reflects the agreement and understanding between you and the Firm, please sign where indicated below and return it to me, together with any Initial Billing Advance specified above. You understand that time is of the essence with regard to this Agreement and the Firm shall have absolutely no obligation to represent you in any way, and will not begin to represent you in any way, until the Initial Billing Advance and this signed letter are received by the Firm.

Rieger Law Group PLLC
136 Thompson Drive
Norman, OK 73069-5245
405.310.5274 Phone
sp@riegerllc.com email address

Agreed by: _____

Sean Paul Rieger, Manager
Attorney at Law

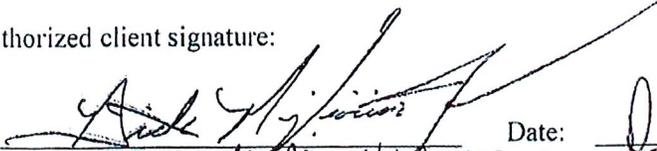
Date: _____

12.14, 2021

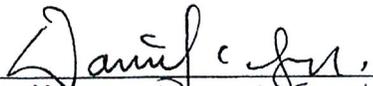
ACCEPTANCE OF TERMS

I, and/or we, have read and understand the above terms and provisions, and hereby agree to be bound by them with respect to the representation by the Firm. The Firm may proceed with representation of me and/or us pursuant to the terms in this Agreement. Each represented client, individual and entity, much consent by signing below:

Authorized client signature:


Date: Dec 6, 2021
Printed Name: RIK MICHALANO

Authorized client signature:


Date: December 6, 2021
Printed Name: Daniel Snell
Title: Board President

Authorized client signature:

Date: _____, 2021
Printed Name: _____
Title: _____

Authorized client signature:

Date: _____, 2021
Printed Name: _____
Title: _____

Authorized client signature:

Date: _____, 2021
Printed Name: _____
Title: _____



ROSENSTEIN FIST & RINGOLD

**Governmental
2023 Billing Rates
Effective July 1, 2023**

Years of Practice as Attorney:

30+ Years	\$325
25-29 Years	\$295
20-24 Years	\$285
15-19 Years	\$270
10-14 Years	\$230
6-9 Years	\$195
3-5 Years	\$180
0-2 Years	\$170
Law Clerks	\$110
Paralegals	\$125

Billing rates may increase on July 1 of each subsequent year to adjust for inflation as determined by the previous year's Social Security Cost of Living Adjustment. Any increases will be made in \$5.00 per hour increments rounded to the nearest \$5.00.



ROSENSTEIN FIST & RINGOLD

Schedule of Reimbursed Expenses

Telephone - Long Distance	Free (no charge)
Facsimile - Incoming	Free (no charge)
Facsimile - Outgoing	\$1.00 per page for local calls and \$2.00 per page for long distance calls (all other long distance charges are waived)
Travel	At actual cost (mileage billed at IRS approved rates)
Delivery-Postage	At actual cost
Photocopying	.20 cents per page
Secretarial Overtime	Only upon request of client and then only at actual cost
Cash Advances	At actual cost up to \$500; expenditures over \$500 are sent directly to client for payment
Computer Assisted Research (Westlaw)	At actual cost

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

JOHN G. MOYER, JR.
JERRY L. ZIMMERMAN
FREDERICK J. HEGENBART
ERIC P. NELSON
JOHN E. PRIDDY
BRYAN K. DRUMMOND
KENT B. RAINEY
ERIC D. WADE
SAMANTHIA S. MARSHALL
ADAM S. BREIPOHL
ERIC D. JANZEN
MARK S. RAINS

M. SCOTT MAJOR
ADAM T. HEAVIN
NATHAN R. FLOYD
GREGORY D. LOEFFLER

PARK CENTRE
525 SOUTH MAIN, SUITE 700
TULSA, OKLAHOMA 74103-4508
(918) 585-9211

FACSIMILE
(918) 583-5617

INTERNET WEB SITE:
www.rfrlaw.com

OKLAHOMA CITY OFFICE:
UNION PLAZA BUILDING
3030 NW EXPRESSWAY, SUITE 200
OKLAHOMA CITY, OKLAHOMA 73112
(405) 521-0202

C.H. ROSENSTEIN (1898-1990)
HENRY L. FIST (1898-1976)
DAVID L. FIST (1981-2008)
A.F. RINGOLD (1981-2021)

OF COUNSEL

ALISON A. PARKER
LINDSEY E. ALBERS

May 21, 2024

VIA ELECTRONIC MAIL

Dr. Nicholas Migliorino, Superintendent
Norman School District
nickm@norman.k12.ok.us

Re: RFR Engagement Letter 2024-2025

Dear Dr. Migliorino:

This letter is intended to establish the terms and conditions of this firm's representation of Independent School District No. 29 of Cleveland County, Oklahoma ("District"). This agreement must be approved by the Board pursuant to an agenda item at a duly called meeting of the Board.

Legal services rendered by this law firm are on an "as needed" basis and encompass work requested to be performed by the Superintendent or the Board of Education. A schedule of the current billing rates of our shareholders, associates, legal assistants, law clerks and interns is attached. This schedule is subject to change from time to time when the firm implements a general change of rates of its education clients, or to reflect additional experience or expertise gained by the firm's professional staff. In addition, newly hired professional staff may be added. The billing rates for new professionals will be set based upon their experience. The firm will provide an updated schedule of billing rates upon request at any time.

The firm will provide the District a monthly statement for legal services rendered which will fully set out what services were provided and how much time was spent performing them. In addition, you will be provided with a monthly statement of cash advanced on behalf of the District. This will include funds expended on the District's behalf for copying, Westlaw computer time, travel expenses and the like.

From time to time, it may be possible for an associate of this firm to provide part of the legal services needed by the District. Since associate time is billed at a lower hourly rate than mine, such may represent a lower expense to the District. Of course, I will monitor all work performed by associates.

Dr. Nicholas Migliorino, Superintendent
Norman School District
May 21, 2024
Page 2

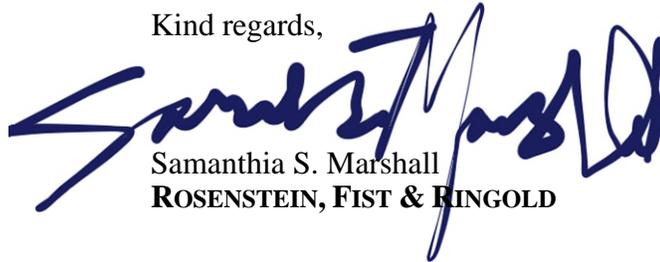
On or about the 15th of each month, the District will receive an invoice for services rendered the previous month along with a statement of cash advanced. If you have any questions regarding any invoice which you receive, please call it to my attention immediately.

I trust that the above will be to your satisfaction. If this is the case and following approval by the Board, I would ask that the person designated by the Board execute this copy of the letter and return it to me for our file. Another copy with my original signature should be maintained for the District's file.

This agreement may be terminated at any time without cause by either party upon written notice to the other. This agreement shall be deemed renewed on July 1 of each year unless one of the parties advises the other on or before June 30 that it wishes to withhold ratification and/or to terminate the Agreement.

If you have any questions regarding the above or wish to discuss the terms further, please do not hesitate to contact me.

Kind regards,



Samanthia S. Marshall
ROSENSTEIN, FIST & RINGOLD

SSM/cnw

Enclosures: 2023 RFR Rate Sheet (Currently in Effect)

The Board of Education, having considered and approved the terms of this engagement letter, directs the President and Clerk to execute this document on behalf of the District.

Entered into by the District this ____ day of _____, 2024.

President, Board of Education

Clerk



CCOSA

The Cooperative Council for
Oklahoma School Administration

2901 North Lincoln Boulevard
Oklahoma City, OK 73105
405-524-1191 office
405-524-1196 fax
www.ccosa.org

CCOSA’s District Level Services (DLS) Program
(Agreement 2024-2025)

This letter sets out the Agreement between the Cooperative Council for Oklahoma School Administration (CCOSA) and Norman Public School District No. 29 of Cleveland County, Oklahoma (District) concerning the District’s participation in **CCOSA’s District Level Services Program** (Program) for the fiscal year ending June 30, 2025.

For participating Oklahoma cooperatives, interlocals, and technology centers, the cost of participation will be determined based upon the total 2022-23 ADM for your district.

P.O. CALCULATION GRID

County Name: Cleveland

County Number:14

District Name: Norman Public Schools

District Number: 29

P.O. CALCULATION GRID

<u>ADM</u>	<u>COST</u>
25,000 plus	\$ 4,000
10,000 to 24,999	\$ 3,000
5,000 to 9,999	\$ 2,500
1,500 to 4,999	\$ 2,000
500 to 1,499	\$ 1,800
499 or less	\$ 1,500

ADM	TOTAL COST
(2022-23)	\$3,000

Purchase Order Number: _____

Purchase Order Amount: _____

Please attach a copy of the purchase order when submitting completed forms



CCOSA

The Cooperative Council for
Oklahoma School Administration

2901 North Lincoln Boulevard
Oklahoma City, OK 73105
405-524-1191 office
405-524-1196 fax
www.ccosa.org

Superintendent Certification of Participation

I certify that on the 3rd day of June 2024, the Board of Education of Norman Public Schools voted to allow our school district to participate in the CCOSA District Level Services Program. The Norman Board of Education has encumbered \$3000 for the purpose of participating in the CCOSA District Level Services Program. The Board of Education acknowledges that participation in the Program will result in the provision of advisory services to designated administrators with Norman Public Schools.

Signature of Superintendent

Date

The District understands that CCOSA’s District Level Services Program emphasizes assistance in areas that help to create high-quality schools based on the research in *For the People* and seven areas that create a quality system: Culture and Climate; Learning; Teaching, and Assessment; Expanded Learning Opportunities; Governance, Leadership, and Accountability; Human Capital Development; Physical Resources; and Financial Resources.

If consultation and/or professional learning is in the school district, the school district would agree to pay travel expenses that would not be a part of this agreement.

The District understands that CCOSA and/or its partners will be unable to provide assistance in some areas and with some issues. The District understands that, in those situations, CCOSA and/or its partners may recommend that the District seek advice, assistance, and services beyond those offered by this Program, which may cause the District to incur expenses that are not covered by this Program. **This Program is ADVISORY ONLY and CCOSA and/or its partners do not warrant or guarantee any specific outcome related to the advisory services provided. CCOSA reserves the right to refuse participation to school districts and to remove school districts from participation in the Program.**

The term of this Agreement begins on the date it is approved by the District’s Board of Education and ends on June 30, 2025. Either the District or CCOSA may terminate this Agreement upon notice in writing to the other party. However, a delay in contract approval could result in your district missing valued services and workshops!



CCOSA’s District Level Services (DLS) Program

Designated Administrator Contact Form 2024-2025

While all of your district leaders have full access by phone, email, or in person, we need you to designate district administrators who serve as your main contacts to share information from CCOSA and its partners. **These designated administrators will need to commit to forwarding Professional Learning opportunities to your other district and/or school team members to ensure that all of your leaders get maximum benefit from the program.** Districts with an ADM of 10,000 and above may designate three district administrators. The District may include additional school personnel at no additional cost in conference calls, on-site visits, and training sessions.

Designated Administrators	
<small>(based upon each district’s size in ADM for the 2022-23 school year)</small>	
<u>ADM</u>	<u># of eligible administrators</u>
10,000 +	3
1 to 9,999	2

<u>ADMINISTRATOR</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Dr. Nick Migliorino	405-366-5955	nickm@normanps.org
Justin Milner	405-366-5874	jmilner@normanps.org
*		

*only if ADM exceeds 10,000

Please send a copy of the completed forms to Jen Knight (jennifer@ccosa.org) or fax to 405.524.1196 (ATTN: Jen Knight). Keep one copy for your records.



TRIUMPH TEAM

consulting and training for organizations

Wednesday, May 10, 2024

Dr. Migliorino-

It has been a pleasure collaborating with your team. I am excited to continue our work together during the 2024-2025 Norman Public Schools academic year. This proposal outlines our understanding of how to best move our strategic consulting relationship forward. Please let me know if you have any questions or concerns you would like to discuss further.

Engagement:

The Triumph Team LLC will provide strategic consulting and services to the Norman Public School District. The engagement will run from July 1st, 2024 – June 30th, 2025. The engagement will include the following:

- Monthly 45-60-minute consulting/coaching sessions with up to ten (10) district leaders identified and approved by the superintendent. These sessions will be coordinated with each member at a mutually agreed-upon time.
- Monthly 60-minute training and development meetings with cabinet members and other district participants for a total of up to 25 participants
- Quarterly meetings with each (5) school board members
- One full-day strategic planning preparation session with the cabinet
- One strategic planning retreat for two days with the cabinet and school board

Other engagements and services are outside the scope of this agreement.

Scope of Discussions:

Per our historical practice, you are comfortable with The Triumph Team having conversations about the school system's operations, the work and team dynamics with your current employees, and the opportunities and barriers to advance the district's success.

Suppose consulting/coaching conversations discuss other aspects of a person's life (e.g., marriage, parenting, health, wellness). In that case, they understand that—beyond a certain level of inquiry—these domains are outside the expertise of The Triumph Team. The Triumph Team does not offer counseling services, nor does it have expertise in them.

Our consulting/coaching conversations are confidential. The engagement sponsor agrees they have no right to know the content of the individual conversations. However, they have the right to confirm the participation and engagement of their team members in the coaching process. Triumph will hold confidential all information about Norman Public Schools gathered through any part of this engagement.

Benefits:

Our strategic consulting relationship will continue to assist the district in defining and achieving success. Our executive training and development services will continue to develop team members' potential, dramatically improve performance, and enhance their executive skills. The process includes the development of personal leadership skills, healthy board governance, setting better goals, reaching goals faster, making better decisions, and improving communications and team culture.

For the executive, they will see clear and measurable results that could include:

- fast-track, customized leadership development.
- enhanced strategic planning skills.
- better decision making
- improved goal setting and increased velocity to goal achievement
- the ability to inspire and motivate their teams, including across geographically dispersed locations.
- confident and convincing communication
- improved working relationships

Benefits for the organization are likely to include:

- improved management, leadership, and coaching
- more creativity, empowerment and ownership unleashed in the organization.
- underpinning the effective implementation of organizational change by supporting teams and individuals
- greater commitment from recipients to internal coaching
- higher retention rate of key people because they feel valued.
- improved board governance

Investment:

The investment for this engagement is \$75,500 for the 2024-2025 academic year. The investment breakdown is as follows:

Organization and Leadership Development	Billed quarterly at \$12,625	\$50,500
Annual Strategic Planning & Retreat	Billed at the end of the retreat	\$15,000
Strategic Retreat Meeting Expenses (at cost)	Max allowance billed after the retreat	\$5,000
Strategic Retreat Food/Bev/Lodging and travel (at cost)	Max allowance billed after the retreat	\$5,000
TOTAL		\$75,500

Termination:

You have acknowledged that the consulting/coaching process requires a commitment and that issues might make the continuation of this agreement unfeasible. If, for any reason, you feel this relationship should end, a 90-day notice in writing is required.

Your Responsibilities:

You agree to the following:

1. This engagement is important to you. Your staff is committed to achieving the goals outlined above.
2. You and your staff will attend coaching sessions on time.
3. If you need to reschedule a session, you will do so with at least 48 hours' notice. Otherwise, The Triumph Team is not obligated to make up that session.
4. During coaching sessions, the team members will be present, with no external distractions (cell phones, other people, emailing, etc.)
5. The team will be open and honest during the sessions, advising The Triumph Team about getting more value from this engagement.

Dr. Migliorino, I am excited to continue working with you and your team to help the district achieve its next phase of success. Your signature below indicates acceptance of the above terms.

Rennie R. Cook, M.Ed.
Principal, The Triumph Team, LLC

The above terms are agreed to on this date _____ by:

Client Name and Signature

Triumph Team LLC Representative Name and Signature

2. **OPERATIONAL SERVICES (Justin Milner)**

Operations

- a. Sodexo Management, Inc. Custodial Services Agreement Amendment

Facilities Management

- a. Medley Equipment Company Planned Maintenance Agreement
- b. VelocityEHS MSDSONline Subscription Agreement for environmental, health and safety hazard risk assessment services

Warehouse

FP Mailing Solutions/RK Black, Inc. Agreement Mailing Processor

Transportation

- a. Syntech Systems, Inc. FUELMASTER® Fuel Management System Limited Maintenance Agreement
- b. Zonar Terms & License Agreement For Hardware Use, Data Transmission, & Data Storage Services
- c. Mitchell1 Subscription Service Agreement for ProDemand and TruckSeries Complete
- d. Enterprise FM Trust Fleet Management Master Equity Agreement



**FUELMASTER® Fuel Management System
 Limited Maintenance Agreement**

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this day of **05/03/2024** in Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

Norman Public Schools

This initial term of this agreement shall commence as of **07/01/2024** and shall continue for a term expiring **06/30/2025**, at which time the services will be automatically renewed unless otherwise directed by the customer. The Customer will have the option to accept or terminate the services when invoiced.

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

Maintenance Level	FMU/Serial Number	Cost
Limited	FMU2500 S/N 19466	\$550.00
Custom Export	One-time	\$1,265.00
Total		\$1,815.00

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

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

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

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

Software updates will be provided free of charge upon request. The customer can decide whether he prefers to maintain his current system or update to the new software/firmware. This agreement does not cover changes in hardware.

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

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

THIS SPACE LEFT BLANK INTENTIONALLY

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

SYN-TECH SYSTEMS, INCORPORATED:

(Signature)

(Date)



05/03/2024

(Name)

Sara D. Fletcher

(Title)

Marketing Operations Manager

CUSTOMER:

(Signature)

(Date)

(Name)

(Title)

MEDLEY

EQUIPMENT COMPANY

PLANNED MAINTENANCE AGREEMENT

AGREEMENT WITH:

Norman Public Schools
 COMPANY
 101 Triad Village Drive
 ADDRESS
 Norman OK 73071
 CITY ST ZIP

Contact: David Cargill
 Phone: 405-205-2394
 Fax:
 Email: dcargill@normanps.org

5/15/2024
 DATE:
 Internal Acct#
 BP0012706

We agree to perform the lubrication and operational maintenance inspection as described on Medley's Operational Maintenance Report form applying to this agreement and you agree to pay for the same.

This agreement shall remain in force until canceled by (30) days notice in writing by either party.

The services on the listed equipment will be performed at mutually agreed working hours between 8:00 A.M. and 4:30 P.M. weekdays only. Work performed before or after normal business hours or on Saturdays or Sundays will be at our then prevailing premium rate. Customer shall provide unobstructed access to equipment for PM's. Agreement is based on entire order, & the PM's being performed uninterrupted consecutively basis.

Any additional work required shall be performed after receipt of customers authorization and shall be invoiced at Medley's current hourly rate. A written quotation shall be provided by Medley for the additional work upon customer's request. Parts & fluids are additional per requirements.

Waiting time charged at the hourly rate of \$160 Per Hour.

Customer Prefers PM's Done in: Mornings Afternoons Requested PM Start Date: _____
Maintain your New Factory Warranty on Your Equipment from Medley by Performing the Recommended Planned Maintenance at the Required Documented Scheduled Intervals, to avoid additional costly repairs.

Service, Repair & PM's on All Types of Equipment:

- Balers & Compactors
- Battery Chargers
- Cranes
- Commercial Sectional Doors
- Generators
- Loading Dock Equipment
- Freezer Doors
- Fleet Vehicles
- Forklifts
- Front End Loaders
- High Speed Doors
- Pallet Jacks
- Pallet Rack Repair & Install
- Personnel-Burden Carriers
- Golf Carts
- Aerial Lift Scissors & Boom
- Sweepers/Scrubbers
- Welders
- Wire Guidance

Additional Services from Medley:

- 2000 Hour (P.M.)
- Full Service Maintenance
- 200 Point Tough Test
- 24 Hour - 7 Days per Week Service
- Emergency Service Dispatch
- 4-Hour Guaranteed Response Time
- Factory Certified Technicians
- Fleet Replacement Analysis
- Fleet Repair History Analysis
- Tire Replacement Survey
- Space Saving Survey
- Carbon Monoxide Analysis
- Industrial Battery Repair
- Mobile Tire Pressing
- 100% Financing on Major Repairs
- Guaranteed Parts Availability
- Rentals & Fleet Maintenance
- Forklift Driver Training
- Parts Consignments
- Mast Chain & Fork Inspection
- Excessive Downtime Study
- Lease vs Ownership Analysis
- VNA Analysis (Very Narrow Aisle)
- Safety & Ergonomic Survey

Medley also offers the following:

- Knock-Out Bottom Loading Dock Door Panels
- Dock Bumpers & Wheel Chocks
- Weather Seal Kits for Levelers & Doors
- Loading Dock Lights & Edge-Of-Dock Levelers
- Trailer Restraints, Door Track Guards & Safety Guard Rail

Short and Long Term Rentals Available Upon Request

Medley tracks your PM due dates by computer, and PM's are scheduled by phone confirmation & approval prior to service call.

(Parts - Oil Filter, Air Filter, Engine oil.) (Fees - Lube \$21.61, Fuel Surcharge \$11, HAZMAT \$7.50.)

Lift Cyc# _____ Drive Tire Size _____ Steer _____

Make	Model	Serial	Location	PM Rate	30/60/90
JLG	T500J	0030016478		\$110	180 Days
GNN	Z-45/22	TZ5006-0003345		\$99	180 Days
UTI	UT 25P	A281J05867R		\$99	180 Days
JLG	3246ES	0200197		\$99	180 Days
JLG	2630ES	02001153187		\$99	180 Days
GNN	AWP-24	3892-491		\$99	180 Days
BJO	PDI24-T10	370366		\$99	180 Days
YAL	MPB045VG	A245N25699T		\$99	180 Days

Accepted By: _____

Medley Rep. Anthony Ventura

Title: _____

Title: PM Coordinator



CUSTOMER ORDER FORM

222 Merchandise Mart Plaza, Suite 1750
 Chicago, IL 60654
 Ph: 312.881.2000
 Fax: 866.320.1021
 Tax ID #: 04-3626476

Contract Number: Q-131534
Issued Date: 7/2/2022
Issued By: Alex Hansen
Offer Valid Through: 4/2/2022

Customer Information

Customer: Independent School District I-29
 of Cleveland County, OK
D-U-N-S® Number: 617295308

Attn: Brad Coplen
Address: 101 Triad Village Drive
 #153, Norman, OK 73071

Terms & Conditions

Related Contract:
Contract Start Date: 7/2/2022
Contract End Date: 7/1/2025
Initial Term: 36 Months
Payment Terms: Net 30
Billing Frequency: Annual
Annual Price Adjustment: 3.00%

Subscriptions				
Item	Qty	Year 1	Year 2	Year 3
Chemical Management	1			
HQ	1	\$ 6,610.40	\$ 6,808.71	\$ 7,012.97
Included Site Administrator	1			
Subscription Total:		\$ 6,610.40	\$ 6,808.71	\$ 7,012.97

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on <https://www.ehs.com/mssa>, which is hereby incorporated into this Customer Order Form (the "Agreement"). By signing below, Customer agrees to be bound by such terms and conditions as of the date of signing. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

Independent School District I-29 of Cleveland County, OK
Signature: *Cindy Mashert*
Name: Cindy Mashert
Title: Board President
Date: 5-9-22

VelocityEHS
Signature: *Michael Bruffey*
DocuSigned by: Michael Bruffey
 85CD80D0A12E46E...
Name: Michael Bruffey
Title: Assoc. Director, CX
Date: 3/29/2022



CUSTOMER ORDER FORM

Exhibit A

HQ: (M)SDS Management Base subscription pricing includes:

- One annual HQ subscription(s) for the Customer and up to 1000 employees.
- Two Account Administrators. Additional Administrators may be purchased for \$250.00 per license.
- Unlimited MSDS database searches, views and additions to the eBinder.
- Access to eBinder and MSDSONline database search from the SDS/Chemical Management mobile application.
- Access to the MSDSONline Desktop Application, which allows administrator(s) to print SDSs, and download an electronic backup of their SDSs and basic information.
- Annual allotment of 50 MSDS Requests and 100 MSDS Uploads. Additional MSDS Requests may be purchased in bundles of fifty (50) for \$200; additional MSDS Uploads may be purchased in bundles of (100) for \$200.
- Technical & Customer Support.
- Additional Terms and Conditions apply. To learn more, click [here](#).

All Year One (1) fees are in the currency presented in the Products and Services table on this agreement and, unless otherwise noted, become due on the Contract Start Date, as noted on page one (1) of this agreement. The Contract End Date reflects the subscription "anniversary date"; subsequent yearly fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Customer may at its discretion pre-pay the full term of the agreement. Sales tax associated to this Order will appear on the invoice, where applicable.

AMENDMENT

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA

AND

SODEXO MANAGEMENT, INC.

THIS AMENDMENT, dated June 3, 2024, is between INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OKLAHOMA (“District” or “Client”) and SODEXO MANAGEMENT, INC., a New York corporation (“Sodexo”).

W I T N E S S E T H:

WHEREAS, Client and Sodexo entered into a certain Management Agreement, dated March 1, 2023 (“Agreement”), whereby Sodexo manages and operates Client’s Custodial Services at various facilities set forth in Schedule I of the Agreement; and

WHEREAS, the Parties now desire to further 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. Pursuant to Section 3.1, the Agreement shall be extended for an additional one (1) year period commencing July 1, 2024 and continuing through June 30, 2025.

2. The following Schedules are attached hereto and incorporated herein:

- Schedule I: Areas to be Serviced
- Schedule II: Duties and Frequencies
- *Schedule III: Investment

*Schedule III will be updated to include Investment 2 once the equipment is purchased.

3. The following is hereby added to the Agreement as Section 7.6:

“7.6 Sodexo's Investment-2. Sodexo shall purchase equipment for the Services in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (“Investment-2”). Sodexo shall amortize the Investment-2 on a straight-line basis over the remainder of the one (1) year term, commencing July 1, 2024. Such amortization shall be charged as an Operating Expense. Sodexo shall own the Investment-2. Subject to Section 9.6, upon complete amortization, ownership shall transfer from Sodexo to District.

If prior to the complete amortization of the Investment-2 any of the following events occur:

- (i) this Agreement expires or this Agreement is terminated in whole or in part;
- (ii) this Agreement is amended and such modification has an adverse economic impact on Sodexo; or

(iii) Sodexo's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then District shall reimburse Sodexo, on the expiration date, or within five (5) days after receipt by either Party of any notice of termination under this Agreement or within ten (10) days after the occurrence of (ii) or (iii) above, the unamortized portion of the Investment, and shall thereafter own the equipment. District agrees to de-identify and, if applicable, remove any proprietary elements of such equipment as directed by Sodexo. District shall, within five (5) days after Sodexo's request, execute a U.C.C. financing statement and Sodexo may put the same of record to secure its lien on the unamortized portion of the Investment-2.

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, 2024, 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. 29 OF
CLEVELAND COUNTY, OKLAHOMA

By: _____
Dr. Tina Floyd
President, NPS Board of Education

SODEXO MANAGEMENT, INC.

By: _____
Brad Lozier
Senior Vice President

**SCHEDULE I
AREAS TO BE SERVICED**

This Schedule I sets forth conditions supplemental to, and further defines the Premises on which work is to be performed by Sodexo under this Agreement.

The following schools, instructional facilities and support facilities, gross square footages are included in the Sodexo custodial program:

Name of Facility	Notes	Gross Sq Ft	Acres Maintained
Norman High School		344,227	8.54
Norman North High School		368,583	10.45
Performing Arts Center		46,401	0
Alcott Middle School		128,529	7.65
Longfellow Middle School		126,508	3.86
Irving Middle School	Including NHS Athletic Facility	132,049	7.96
Whittier Middle School		138,526	4.45
Adams Elementary School		69,560	3.43
Cleveland Elementary School		67,661	5.4
Eisenhower Elementary School		69,492	5.72
Jackson Elementary School		68,708	5.81
Jefferson Elementary School		58,484	3.46
Kennedy Elementary School		64,878	5.42
Lakeview Elementary School		49,339	4.22
Lincoln Elementary School		52,646	2.96
Madison Elementary School		59,375	5.14
McKinley Elementary School		50,319	5.27
Monroe Elementary School		66,689	5.05
Truman Elementary School		59,929	7.75
Truman Primary School		61,632	7.76
Reagan Elementary School		82,159	5.42
Roosevelt Elementary School		74,056	3.96
Washington Elementary School		64,280	3.43
Wilson Elementary School		43,091	3.16
Health Services Center (formally DCC)		6,386	0
Central Kitchen		14,330	0
Professional Development Center		13,231	0.76
Administrative Service Center		34,896	1.33
Instructional Service Center / Warehouse		37,738	1.51

Central Service Center		27,496	1.52
Dimensions Academy		28,852	1
Journey Fine Arts		56,300	0
	TOTAL	2,566,350	132.39

SCHEDULE II
DUTIES AND FREQUENCIES

This Schedule II sets forth conditions supplemental to, and further defines the duties and frequencies of work to be performed by Sodexo under this Agreement.

ARTICLE I
CUSTODIAL DUTIES AND FREQUENCIES

1.1 Daily Duties When Students Are In School. The custodial staff will perform the following duties daily during days that students are in school (Monday through Friday):

A. Classrooms, Laboratories, Auditorium and Shop Areas

- (1) Empty waste receptacles. Damp wipe soiled receptacles. Replace plastic liners daily.
- (2) Spot clean glass in doors and partitions and on the inside of windows to remove smudges.
- (3) Empty pencil sharpeners.
- (4) Spot clean walls, doors and ledges as needed.
- (5) Vacuum clean the traffic patterns on any carpets (four days each week) and check for spot cleaning. One day each week vacuum entire carpet.
- (6) Dust mop hard surface floors. Sweep rough wood or concrete floors.
- (7) Spot mop hard surface floors as necessary.
- (8) Clean sinks and replenish paper towels.
- (9) Rearrange furniture as needed.

B. Rest Rooms

- (1) Thoroughly sanitize/service rest rooms after school each evening and police as necessary (at least 3 times during the school day).
- (2) Remove trash to collection point.
- (3) Refill paper towel, soap and toilet paper containers.
- (4) Clean and sanitize floors and disinfect plumbing fixtures, including all basins, bowls and urinals, inside and outside, shower nozzles and lavatory and shower faucets.
- (5) Polish mirrors and bright work.

- (6) Damp wipe partitions with disinfectant.
- (7) Spot clean walls.
- (8) Clean shower area, removing body oil and soap film build-up, sanitize all surfaces and clean water drains of debris.
- (9) Clean soap dishes.
- (10) Remove graffiti.
- (11) Check to be sure plumbing is operational; that there are no stoppages or leaks.

C. Offices, Lounges and Conference Rooms

- (1) Empty waste receptacles. Damp wipe soiled receptacles. Replace plastic liners daily.
- (2) Dust clear areas of furniture tops, shelves, sills and ledges as needed.
- (3) Spot clean glass in doors and partitions. Wipe dry as needed.
- (4) Clean any sinks or other rest room fixtures in offices in accordance with the rest room cleaning procedure.
- (5) Dust mop hard surface floors with a dust mop. Sweep wooden or concrete floors.
- (6) Spot mop hard surface floors only to remove very heavy soil.
- (7) Vacuum clean traffic patterns on carpeted floors four days each week. Vacuum clean the entire carpeted area on day each week.
- (8) Rearrange furniture as needed.

D. Entrances, Lobbies and Hallways

- (1) Empty waste from waste receptacles. Damp wipe soiled receptacles. Replace plastic liners daily.
- (2) Clean smudges and soil from glass in partitions and doors.
- (3) Vacuum any carpets or mats and check carpets for spot cleaning.
- (4) Dust mop floors.
- (5) Spot mop or machine scrub floors as necessary to remove heavy soil.
- (6) Clean and sanitize water fountains.

- (7) Spot clean smudges on walls, door facings and doors.

E. Cafeterias, Lunchrooms

During School

- (1) Sweep and mop spills and major pieces of litter from the floor.
- (2) Empty waste from waste receptacles as needed.
- (3) Kitchen personnel will complete cleaning of kitchen and serving areas. Kitchen staff will provide trash can liners for kitchen. Clean tables and chairs for breakfast and lunch. Provide trash can liners for the cafeterias.

After School

- (4) Dust mop and damp mop or machine scrub floors daily.
- (5) Scrub spots where soil is heavy.
- (6) Spot clean walls, ceilings and arrange furniture.
- (7) Clean glass partitions and doors.
- (8) Vacuum carpeted areas thoroughly.
- (9) Clean and sanitize drinking fountains.

F. Locker Rooms, Dressing Areas and Gyms

- (1) Empty and clean waste receptacles.
- (2) Damp clean benches and furniture.
- (3) Spot clean walls, furniture and lockers
- (4) Wet mop floors with germicidal solution.
- (5) Dust and spot mop gymnasium floors daily.

G. Showers

- (1) Remove pieces of soap and other foreign matter.
- (2) Wet mop floors with germicidal solution.
- (3) Wipe down walls with germicidal solution.

H. Stairways

- (1) Spot clean walls.

(2) Spot mop treads which are heavily soiled.

(3) Vacuum carpets and spot clean as necessary.

I. Indoor Policing of Entrances, Lobbies, Halls and Other Public Areas

(1) Sweep outside steps or nearby sidewalk (up to 15 feet from entrance) to keep soil away from door.

(2) Keep matting and runners clean and dry at entrances. Vacuum if necessary. Spot mop to remove tracked in water or soil.

(3) Keep waste receptacles emptied as required.

(4) Pick up any items that have been dropped on floors.

(5) Clean any spillage or soiled spots on floors with a mop. Spot clean spills on carpets.

J. Indoor Policing of Rest Rooms

(1) Empty rest room trash receptacles as required.

(2) Check and refill dispensers.

(3) Spot clean soiled basins, toilet seats or any other fixtures or partitions.

(4) Clean and disinfect any spillage or soiled spots on the floors.

K. Outdoor Policing

(1) Empty waste receptacles and replace plastic liners.

(2) Keep walkways clear of debris.

(3) Remove obvious debris from grounds, athletic areas, fence lines and parking areas.

1.2 Weekly Duties When Students Are In School. The custodial staff will perform the following duties weekly (unless otherwise noted) during days that students are in school:

A. Classrooms, Laboratories, Libraries, Auditorium and Shop Areas

(1) Thoroughly mop hard surface flooring with a mild sanitizing solution.

(2) Completely vacuum carpeted areas, moving all furniture and rearranging as needed.

(3) Damp wipe doors.

(4) Dust window ledges, sills, displays and decorations. Dust horizontal furniture surfaces, inspect student desktops and spot clean them to remove heavy soil, heavy markings or graffiti.

(5) Dust vertical furniture surfaces, wall vents and vertical wall trim.

(6) High dusting.

(7) Clean doorknobs, push plates and kick plates.

(8) As needed burnish finished hard surface floors. Dust mop after burnishing. Burnish finished concrete floors monthly.

B. Rest Rooms

(1) Damp wipe vertical surface with a mild sanitizing disinfectant.

(2) De-lime urinals.

(3) Clean door knobs, kick plates and push plates.

(4) Check ceilings for cobwebs and remove as required.

(5) Dust ledges, vents, partitions and light fixtures above sinks.

(6) As needed machine scrub rest room floor with a mild sanitizing disinfectant.

C. Offices, Lounges and Conference Rooms

(1) In areas that have ceramic, concrete, terrazzo or resilient tile floors, damp mop or machine scrub the entire area.

(2) Completely vacuum carpeted areas.

(3) Dust vertical furniture surfaces, wall vents and vertical wall trim.

(4) Clean door knobs, push plates and kick plates.

(5) Check ceilings for cobwebs and remove as required.

(6) Burnish or spray buff hard surface floor traffic patterns every week. Burnish or spray buff entire floor monthly.

(7) Clean telephones with a mild sanitizing disinfectant.

D. Entrances, Lobbies and Hallways

(1) Clean entranceway glass.

(2) Completely damp mop ceramic, concrete, terrazzo and resilient tile floors.

- (3) Dust vertical furniture surfaces, wall vents and vertical wall trim.
- (4) Dust windowsills, ledges and furniture tops
- (5) Vacuum return air vents.
- (6) Clean brass doorknobs, rails, push plates on doors, kick plates on doors and other pieces of brass trim.
- (7) Check ceilings for cobwebs and remove as required.
- (8) Shampoo or extract carpeted areas monthly (entrances and lobbies), quarterly (hallways) or as needed.
- (9) Wipe baseboards (entrances and lobbies).
- (10) Twice per week, burnish or spray buff resilient tile and terrazzo floors.

E. Cafeterias, Lunchrooms

- (1) Damp wipe vertical surfaces within 6 feet of ground level with a mild sanitizing disinfectant.
- (2) Burnish or spray buff finished resilient flooring surfaces.
- (3) Vacuum upholstered furniture.
- (4) Clean doorknobs, push plates and kick plates.

F. Locker Rooms, Dressing Areas and Gyms

- (1) Thoroughly mop or machine scrub under moveable gym seats (monthly).
- (2) Thoroughly vacuum floor areas.
- (3) Clean showerheads, handles and other washroom hardware using a mild germicidal disinfectant.
- (4) Thoroughly damp wipe vertical wall and locker surfaces within 6 feet of floor level with a mild germicidal disinfectant.
- (5) Remove cobwebs.
- (6) Clean doorknobs, push plates and kick plates.

G. Stairways

- (1) Dust mop. Dust handrails and any windowsills or ledges.

- (2) Completely damp mop treads.
- (3) Wash handrails.
- (4) Wash stair risers (monthly) to remove soil, scuffs and shoe marks.

H. Minimal Service Areas, Mechanical Areas

- (1) Mechanical areas to be cleaned by maintenance staff.
- (2) No storage is permitted in these areas.

I. Outside Policing

- (1) Remove cobwebs and debris from overhangs and walls.

1.3 Annual and Semi Annual Project Cleaning. Project cleaning will be scheduled for the following on an as needed basis:

A. Resilient and hard surface floor care, including machine scrubbing, stripping and refinishing, shower scrubbing and recoating, burnishing, terrazzo maintenance, degreasing, etc.

B. Carpet care, including spot cleaning, damp buffing, light extraction and deep extraction processes.

C. Polish furniture.

D. Wash walls, locker exteriors and waste receptacles.

E. Wash Venetian blinds.

F. Vacuum and spot clean District-owned upholstered furniture.

G. Wash interior and first floor exterior windows.

H. Clean and wash lighting and mechanical diffusers.

1.4 Miscellaneous Responsibilities. It is understood that, in each school, the custodians (particularly on the day shift) are there to support the school principal and staff. Various scheduled and unscheduled needs which arise from time to time and which are generally to be met by the custodial staff include the following:

A. Raising and lowering of flags

B. Opening and closing of the facility during normal school operations

C. Morning check of functional integrity of the building hot water, heat, leaks, etc. This will not be required in schools that have assigned maintenance technicians.

D. Minor furniture moving within the building

- E. Changing of light bulbs not requiring special maintenance equipment (such as a lift) unless provided by District or special knowledge or handling.
- F. Set ups for meetings and special events
- G. Post class schedule activity clean ups
- H. Assisting in receiving of supplies
- I. Incidental graffiti removal on the interior of the building
- J. Reporting observed safety hazards
- K. Scheduling work around evening classes if applicable
- L. Other duties assigned by the principal and within the scope of the Agreement.

SCHEDULE III
INVESTMENT

FM-20 ORB Orbital Floor Machine with 40 lb. Weight Kit (2 ea.)	\$5,700
FM-28 ORB Orbital Floor Machine with 60 lb. Weight Kit (4 ea.)	\$14,500
BR 35/12 C Bp, 14"steerable scrubber with cylindrical brushes (2 ea.)	\$7,000
Total	\$27,200

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

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

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

3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

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

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

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

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

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

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

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

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

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expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

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

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

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

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

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

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

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

11. INSURANCE:

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

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

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

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

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

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

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

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

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

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

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if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

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

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

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

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

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

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

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of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

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

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

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM _____ Customer _____



NOT AN INVOICE

SALES QUOTE

Quote#: SQ-199302 - 1
Customer ID: NOR9181
Document Date: 1/16/2024

Zonar
 821 2nd Ave., Ste 1100
 Seattle, WA 98104
 www.zonarsystems.com
Voice: (206) 878-2459
Fax: (206) 878-3082

Ship To Address
 Norman Public Schools
 Mike Tauscher
 131 S FLOOD AVE
 Norman, OK 73069
 United States

Bill-to Address
 NOR9181
 Norman Public Schools
 Mike Tauscher
 131 S FLOOD AVE
 Norman, OK 73069
 United States

Quote Good Thru
 02/16/24

Payment Terms
 Net 30 Days

Salesperson
 Eric A Trench

No.	Description	Frequency	Quantity	Prorated Unit Price	Unit Price	Extended Amount
	Hardware on SQ-199225					
GTC003-S	Increased GPS Logging Service	Billed Annually	105		50.40	5,292.00
ZPASS001-S	ZPASS Service	Billed Annually	105		75.60	7,938.00
3PA128	Wayfinder Certified - 3PA	Billed Annually	105		42.00	4,410.00
E-MOB001-S	Samsung Tablet EVIR CSA Insp Service	Billed Annually	105		100.80	10,584.00
MDM003-S	Samsung Tab Active3 Zonar Mobile Shield	Billed Annually	105		48.00	5,040.00

Shipping and Handling is not included on this document and will be included on final invoice.

Subtotal:		33,264.00
Total Sales Tax:		0.00
Total:	USD	33,264.00

Terms and Conditions:

1. The above pricing is a good faith estimate issued in USD. Prices may be adjusted once a complete Asset List is provided to Zonar.
2. Prices for Services are based on a three-year Service Agreement unless otherwise negotiated.
3. No Hardware or Services will be provided by Zonar until Parties have executed a Service Agreement.
4. Any shipment dates identified are estimates only, and are subject to change. Actual shipment dates are subject to inventory and supply availability, and will be separately confirmed by Zonar.
5. Installation, Taxes, Travel and expenses and shipping costs will be additional charges.
6. All Leased/Bundled Hardware must be returned to Zonar after termination of Service Agreement.
7. Early termination of Service Agreement will result in early termination fees.
8. Zonar's 4G converter device, to be used with Zonar V3 GPS unit, has a 2 year warranty.



Exhibit- A
NOT AN INVOICE

SALES QUOTE

Quote#: SQ-200180 - 1
Customer ID: NOR9181
Document Date: 3/11/2024

Zonar
821 2nd Ave., Ste 1100
Seattle, WA 98104
www.zonarsystems.com
Voice: (206) 878-2459
Fax: (206) 878-3082

Ship To Address
Norman Public Schools
Mike Tauscher
131 S FLOOD AVE
Norman, OK 73069
United States

Bill-to Address
NOR9181
Norman Public Schools
Mike Tauscher
131 S FLOOD AVE
Norman, OK 73069
United States

Quote Good Thru
04/11/24

Payment Terms
Net 30 Days

Salesperson
Eric A Trench

No.	Description	Frequency	Quantity	Prorated Unit Price	Unit Price	Extended Amount
TRAINING	Training	Billed OneTime	2		1,200.00	2,400.00
TRAVEL	Travel-Training Estimate, Will be Billed at Cost	Billed OneTime	1		2,000.00	2,000.00

Invoicing Deferred to 7/1/24

Shipping and Handling is not included on this document and will be included on final invoice.

Subtotal:		4,400.00
Total Sales Tax:		0.00
Total:	USD	4,400.00

Terms and Conditions:

1. The above pricing is a good faith estimate issued in USD. Prices may be adjusted once a complete Asset List is provided to Zonar.
2. Prices for Services are based on a three-year Service Agreement unless otherwise negotiated.
3. No Hardware or Services will be provided by Zonar until Parties have executed a Service Agreement.
4. Any shipment dates identified are estimates only, and are subject to change. Actual shipment dates are subject to inventory and supply availability, and will be separately confirmed by Zonar.
5. Installation, Taxes, Travel and expenses and shipping costs will be additional charges.
6. All Leased/Bundled Hardware must be returned to Zonar after termination of Service Agreement.
7. Early termination of Service Agreement will result in early termination fees.
8. Zonar's 4G converter device, to be used with Zonar V3 GPS unit, has a 2 year warranty.



SERVICE QUOTE

821 2nd Ave., Ste 1100
Seattle, WA 98104

www.zonarsystems.com

Voice: (206) 878-2459

Fax: (206) 878-3082

Service Quote No.: QSI-170397

Service Quote Date: NOR9181

Page: 1

This is Not an Invoice

Bill-To:
Norman Public Schools Mike Tauscher 131 S Flood Ave Norman, OK 73069-5463 United States

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

Customer ID	Customer P.O.	Payment Terms
NOR9181	NOR9181	NET 30

Item	Description	Service From	Service To	Quantity	Unit Price	Net Price	Extended Amount
GPS066-S	Zonar Essentials	07/01/24	06/30/25	101	264.60	234.84	23,718.84

One Time Hardware: \$82,479.45
New Reoccurring Services: \$33,264
Current Services: \$23,718.84
Total for Year 1: \$139,462.29

Questions? Contact Customer Care. Email: customercare@zonarsystems.com. Phone: (877) 843 3847 selection option 1

Subtotal:	23,718.84
Total Sales Tax:	0.00
Total:	USD 23,718.84



Exhibit- B
NOT AN INVOICE

SALES QUOTE

Quote#: SQ-200707 - 1
Customer ID: NOR9181
Document Date: 4/10/2024

Zonar
821 2nd Ave., Ste 1100
Seattle, WA 98104
www.zonarsystems.com
Voice: (206) 878-2459
Fax: (206) 878-3082

Ship To Address
Norman Public Schools
Mike Tauscher
131 S FLOOD AVE
NORMAN, OK 73069
United States

Bill-to Address
NOR9181
Norman Public Schools
Attn: Accounts Payable
131 S FLOOD AVE
NORMAN, OK 73069
United States

Quote Good Thru
05/10/24

Payment Terms
Net 30 Days

Salesperson
Dean Pickard

No.	Description	Frequency	Quantity	Prorated Unit Price	Unit Price	Extended Amount
	Yellow Fleet Service For (4) GPS Devices Already On-site					
GPS066-S	Zonar Essentials	Billed Annually	4		239.40	957.60

Shipping and Handling is not included on this document and will be included on final invoice.

Subtotal:	957.60
Total Sales Tax:	0.00
Total:	USD 957.60

Terms and Conditions:

- The above pricing is a good faith estimate issued in USD. Prices may be adjusted once a complete Asset List is provided to Zonar.
- Prices for Services are based on a three-year Service Agreement unless otherwise negotiated.
- No Hardware or Services will be provided by Zonar until Parties have executed a Service Agreement.
- Any shipment dates identified are estimates only, and are subject to change. Actual shipment dates are subject to inventory and supply availability, and will be separately confirmed by Zonar.
- Installation, Taxes, Travel and expenses and shipping costs will be additional charges.
- All Leased/Bundled Hardware must be returned to Zonar after termination of Service Agreement.
- Early termination of Service Agreement will result in early termination fees.
- Zonar's 4G converter device, to be used with Zonar V3 GPS unit, has a 2 year warranty.



Exhibit- B
NOT AN INVOICE

SALES QUOTE

Quote#: SQ-201156 - 1
Customer ID: NOR9181
Document Date: 5/13/2024

Zonar
821 2nd Ave., Ste 1100
Seattle, WA 98104
www.zonarsystems.com
Voice: (206) 878-2459
Fax: (206) 878-3082

Ship To Address
Norman Public Schools
Mike Tauscher
131 S FLOOD AVE
Norman, OK 73069
United States

Bill-to Address
NOR9181
Norman Public Schools
Accounts Payable
131 S FLOOD AVE
Norman, OK 73069
United States

Quote Good Thru
06/13/24

Payment Terms
Net 30 Days

Salesperson
Dean Pickard

No.	Description	Frequency	Quantity	Prorated Unit Price	Unit Price	Extended Amount
	Hardware on SQ-201162					
GPS066-S	Zonar Essentials	Billed Annually	87		264.60	23,020.20
CAM001-S	Zonar Coach Dual Facing DashCam	Billed Annually	23		360.00	8,280.00

Shipping and Handling is not included on this document and will be included on final invoice.

Subtotal:		31,300.20
Total Sales Tax:		0.00
Total:	USD	31,300.20

Terms and Conditions:

1. The above pricing is a good faith estimate issued in USD. Prices may be adjusted once a complete Asset List is provided to Zonar.
2. Prices for Services are based on a three-year Service Agreement unless otherwise negotiated.
3. No Hardware or Services will be provided by Zonar until Parties have executed a Service Agreement.
4. Any shipment dates identified are estimates only, and are subject to change. Actual shipment dates are subject to inventory and supply availability, and will be separately confirmed by Zonar.
5. Installation, Taxes, Travel and expenses and shipping costs will be additional charges.
6. All Leased/Bundled Hardware must be returned to Zonar after termination of Service Agreement.
7. Early termination of Service Agreement will result in early termination fees.
8. Zonar's 4G converter device, to be used with Zonar V3 GPS unit, has a 2 year warranty.

Exhibit- C
ZONAR COACH ADDENDUM

Zonar Coach™ Terms of Service Addendum (“Terms of Service”)

THIS TERMS OF SERVICE ADDENDUM CONTAINS ADDITIONAL NOTICES, DISCLAIMERS AND/OR TERMS AND CONDITIONS APPLICABLE TO CUSTOMER’S USE OF ZONAR COACH™. ZONAR COACH IS A PRIVATE LABEL APPLICATION OFFERED AND MAINTAINED BY A THIRD PARTY (“LICENSOR”). LICENSOR HOSTS ALL ZONAR COACH RELATED DATA. PLEASE READ THESE TERMS OF SERVICE CAREFULLY. IF CUSTOMER DO NOT AGREE TO THESE TERMS OF SERVICE, CUSTOMER MAY NOT USE THE ZONAR COACH SERVICE.

By subscribing to or using the Zonar Coach service, Customer acknowledges and agrees that the following Terms of Service shall apply, as they may be updated from time to time. Zonar reserves the right to periodically update these Terms of Service. Capitalized terms will take their respective meanings as set forth in the Hardware and Services Schedule (“Agreement”), unless defined elsewhere in these Terms of Service. For purposes of these Terms of Service, “Biometric Data” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.

DO NOT ATTEMPT TO USE ANY MOBILE DEVICE WHILE DRIVING.

Customer Obligation to Provide Notice and Obtain Consent

Zonar Coach and the Zonar Coach app use an in-vehicle camera that may capture and process Biometric Data, as well as video and audio of the End User and other individuals that may be in the vehicle. Customer is solely responsible for its compliance with applicable laws and regulations, which may include providing any required notice and obtaining any necessary and appropriate consents and authorizations related to the use of Zonar Coach. Without limiting the foregoing, Customer is solely and exclusively responsible for providing appropriate notice to and procuring and retaining appropriate written consents or releases from its End Users regarding the collection and use of Biometric Data.

In addition to any obligation set forth in the Agreement, Customer shall indemnify, defend, and hold harmless Zonar and its Licensor for any breach of the obligations set forth in this section. Zonar may immediately terminate the provision of Zonar Coach if it reasonably believes that Customer or any of its End Users have failed to comply with these Terms of Service or any applicable laws.

Disclaimers

Zonar Coach and the Zonar Coach app are being provided by Zonar under a license agreement with Licensor. Licensor is providing Zonar Coach and the Zonar Coach app based upon the conditions expressed herein. The Zonar Coach app is intended to aid and augment the driver’s (“End User’s”) own skill and attention when driving on the road. The Zonar Coach app’s primary function is to alert the End Users to certain driving events and behaviors, including but not limited to possible forward collision, lane departure and drift, posted speed limit violations, stop sign violations, hard braking, excessive acceleration, and excessive cornering. **The Zonar Coach app does not replace the End User’s obligation to be attentive to the surrounding environmental and traffic conditions or to drive in a legal and responsible manner without any distraction of any sort. End Users should not rely on the Zonar Coach app’s warnings as a substitute for their own judgment and attention.**

Certain features may not work (or have their performance significantly degraded) in situations such as: (a) where visibility is challenging due to prevailing light and weather conditions; (b) lanes not being clearly marked or visible; (c) when the vehicle is following a vehicle other than cars/buses/trucks; (d) when the camera’s field of view is occluded by anything (e.g., dust on windshield); (e) degradation of Wi-Fi connection between camera and mobile device due to external interference; (f) changes in camera orientation post-installation; (g) glare from vehicles going in the opposite direction at night; (h) direct glare from the sun that can underexpose the camera; and (i) excessive vibration of the vehicle.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, UNDER NO CIRCUMSTANCES WILL ZONAR OR THE LICENSOR BE RESPONSIBLE FOR ANY KIND OF DAMAGES OR LIABILITIES THAT ARISE OUT OF OR RELATED TO AN END USER’S UTILIZATION OF ZONAR COACH OR THE ZONAR COACH APP.

Data Policy

The Licensor collects, processes, and stores data from vehicles on which Zonar Hardware is installed. This data includes End User Data, General Environment Data, and Processed Data. Customer grants to the Licensor a limited right to access, copy, store, transmit, and use End User Data for the purpose of providing Zonar Coach services. Customer grants to the Licensor a worldwide, exclusive, fully paid, transferable license to use, disclose, repurpose, transmit, and manipulate the General Environment Data and Processed Data generated by or related to Customer’s use of Zonar Coach; provided, however, that any Processed Data has been aggregated and anonymized to the extent that it is not identifiable to a specific customer, vehicle, or individual.

For purposes of this Agreement, “End User Data” is defined as data sourced from Customer vehicles or drivers or that otherwise concerns Customer, a vehicle, or a driver, whether or not such data is stored and/or transmitted to or through any Hardware or software resident in a Customer Vehicle; provided, however, that such data is not General Environment Data. “General Environment Data” as used in these Terms of Service shall mean data that is associated with the existence of things in the environment and captured, recorded, or perceived by any Hardware containing the Licensor’s intellectual property (including, but not limited to, speed limit signs, road conditions), but expressly excludes any data or information concerning driver or vehicle behavior, action or reaction, or any data that may identify a specific driver, vehicle, fleet, End User, or Customer. “Processed Data” shall include any reports, analytics, videos, scorecards, and other data generated by the Licensor’s intellectual property in the provision of Zonar Coach under this Agreement.



AMENDMENT # 1 TO ZONAR HARDWARE AND SERVICE SCHEDULE

THIS AMENDMENT #1 TO THE ZONAR HARDWARE AND SERVICE SCHEDULE ("Amendment #1") is by and between NORMAN PUBLIC SCHOOLS ("Customer"), and ZONAR SYSTEMS, INC. ("Zonar"), (Customer and Zonar may hereinafter collectively be referred to as the "Parties"). This Amendment #1 will supplement the ZONAR HARDWARE AND SERVICE SCHEDULE, initially signed on or about _____ 2023. Its associated amendments and addenda (collectively, the "Services Agreement") and is to be considered in full effect as of July 1, 2024.

NOW, THEREFORE, the Parties intending to be legally bound agree as follows:

I. AMENDMENT

- 1. Term: The Term (as defined in the Services Agreement) shall hereby renew for an additional one (1) year term beginning July 1, 2024, and concluding June 30, 2025 ("Renewal Term"). The prices and fees associated with the Services offered by Zonar for the Renewal Term are set forth in Sales Quote # SQ-199302-1, SQ-200180-1, QSI-170397, attached with Amendment #1 as Exhibit - A. At the conclusion of the Renewal Term, the Term may be renewed only upon mutual agreement of the Parties. The Parties must provide their notice of intent to renew at least thirty (30) days prior to the expiration of the then-current Term. Upon renewal of the Term, the fees and charges are subject to change provided Zonar provides 30 days written notice to Customer, and Customer will have 30 days after receiving such notice to cancel.
2. New Services and Additional Term: The Customer plans to purchase New Services under Amendment #1. The prices and fees associated with the New Services offered by Zonar are set forth in Sales Quote # SQ-201096-1, SQ-201097-1 & SQ-200707-1, attached with Amendment #1 as Exhibit - B. The Zonar Coach Addendum is attached and marked as Exhibit - C. The term of Exhibit - C will apply to the Customer's use of Zonar Coach™.

II. MISCELLANEOUS

- 1. Effective Date. This Amendment #1 is executed to be effective as of the date identified above and is incorporated into and made part of the Services Agreement.
2. Effect of Amendment. All terms and conditions of the Services Agreement (and any preceding amendments) not expressly modified hereby remain in full force and are ratified by the Parties. If there is a conflict between Amendment #1 and the Service Agreement, the terms and conditions of Amendment #1 shall control.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Amendment #1 as of the date first set forth above.

ZONAR SYSTEMS, INC.

NORMAN PUBLIC SCHOOLS

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



NOT AN INVOICE

SALES QUOTE

Quote#: SQ-199302 - 1
Customer ID: NOR9181
Document Date: 1/16/2024

Zonar

821 2nd Ave., Ste 1100
 Seattle, WA 98104

www.zonarsystems.com

Voice: (206) 878-2459

Fax: (206) 878-3082

Ship To Address

Norman Public Schools
 Mike Tauscher
 131 S FLOOD AVE
 Norman, OK 73069
 United States

Bill-to Address

NOR9181
 Norman Public Schools
 Mike Tauscher
 131 S FLOOD AVE
 Norman, OK 73069
 United States

Quote Good Thru

02/16/24

Payment Terms

Net 30 Days

Salesperson

Eric A Trench

No.	Description	Frequency	Quantity	Prorated Unit Price	Unit Price	Extended Amount
	Hardware on SQ-199225					
GTC003-S	Increased GPS Logging Service	Billed Annually	105		50.40	5,292.00
ZPASS001-S	ZPASS Service	Billed Annually	105		75.60	7,938.00
3PA128	Wayfinder Certified - 3PA	Billed Annually	105		42.00	4,410.00
E-MOB001-S	Samsung Tablet EVIR CSA Insp Service	Billed Annually	105		100.80	10,584.00
MDM003-S	Samsung Tab Active3 Zonar Mobile Shield	Billed Annually	105		48.00	5,040.00

Shipping and Handling is not included on this document and will be included on final invoice.

Subtotal:		33,264.00
Total Sales Tax:		0.00
Total:	USD	33,264.00

Terms and Conditions:

1. The above pricing is a good faith estimate issued in USD. Prices may be adjusted once a complete Asset List is provided to Zonar.
2. Prices for Services are based on a three-year Service Agreement unless otherwise negotiated.
3. No Hardware or Services will be provided by Zonar until Parties have executed a Service Agreement.
4. Any shipment dates identified are estimates only, and are subject to change. Actual shipment dates are subject to inventory and supply availability, and will be separately confirmed by Zonar.
5. Installation, Taxes, Travel and expenses and shipping costs will be additional charges.
6. All Leased/Bundled Hardware must be returned to Zonar after termination of Service Agreement.
7. Early termination of Service Agreement will result in early termination fees.
8. Zonar's 4G converter device, to be used with Zonar V3 GPS unit, has a 2 year warranty.



Exhibit- A
NOT AN INVOICE

SALES QUOTE

Quote#: SQ-200180 - 1
Customer ID: NOR9181
Document Date: 3/11/2024

Zonar
821 2nd Ave., Ste 1100
Seattle, WA 98104
www.zonarsystems.com
Voice: (206) 878-2459
Fax: (206) 878-3082

Ship To Address
Norman Public Schools
Mike Tauscher
131 S FLOOD AVE
Norman, OK 73069
United States

Bill-to Address
NOR9181
Norman Public Schools
Mike Tauscher
131 S FLOOD AVE
Norman, OK 73069
United States

Quote Good Thru
04/11/24

Payment Terms
Net 30 Days

Salesperson
Eric A Trench

No.	Description	Frequency	Quantity	Prorated Unit Price	Unit Price	Extended Amount
TRAINING	Training	Billed OneTime	2		1,200.00	2,400.00
TRAVEL	Travel-Training Estimate, Will be Billed at Cost	Billed OneTime	1		2,000.00	2,000.00

Invoicing Deferred to 7/1/24

Shipping and Handling is not included on this document and will be included on final invoice.

Subtotal:		4,400.00
Total Sales Tax:		0.00
Total:	USD	4,400.00

Terms and Conditions:

1. The above pricing is a good faith estimate issued in USD. Prices may be adjusted once a complete Asset List is provided to Zonar.
2. Prices for Services are based on a three-year Service Agreement unless otherwise negotiated.
3. No Hardware or Services will be provided by Zonar until Parties have executed a Service Agreement.
4. Any shipment dates identified are estimates only, and are subject to change. Actual shipment dates are subject to inventory and supply availability, and will be separately confirmed by Zonar.
5. Installation, Taxes, Travel and expenses and shipping costs will be additional charges.
6. All Leased/Bundled Hardware must be returned to Zonar after termination of Service Agreement.
7. Early termination of Service Agreement will result in early termination fees.
8. Zonar's 4G converter device, to be used with Zonar V3 GPS unit, has a 2 year warranty.



SERVICE QUOTE

821 2nd Ave., Ste 1100
Seattle, WA 98104

www.zonarsystems.com

Voice: (206) 878-2459
Fax: (206) 878-3082

Service Quote No.: QSI-170397
Service Quote Date: NOR9181
Page: 1

This is Not an Invoice

Bill-To:
Norman Public Schools Mike Tauscher 131 S Flood Ave Norman, OK 73069-5463 United States

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

Customer ID	Customer P.O.	Payment Terms
NOR9181	NOR9181	NET 30

Item	Description	Service From	Service To	Quantity	Unit Price	Net Price	Extended Amount
GPS066-S	Zonar Essentials	07/01/24	06/30/25	101	264.60	234.84	23,718.84

One Time Hardware: \$82,479.45
 New Reoccurring Services: \$33,264
 Current Services: \$23,718.84
Total for Year 1: \$139,462.29

Questions? Contact Customer Care. Email: customercare@zonarsystems.com. Phone: (877) 843 3847 selection option 1

Subtotal:	23,718.84
Total Sales Tax:	0.00
Total:	USD 23,718.84



SALES QUOTE

Quote#: SQ-200707 - 1
Customer ID: NOR9181
Document Date: 4/10/2024

Zonar
821 2nd Ave., Ste 1100
Seattle, WA 98104
www.zonarsystems.com
Voice: (206) 878-2459
Fax: (206) 878-3082

Ship To Address
Norman Public Schools
Mike Tauscher
131 S FLOOD AVE
NORMAN, OK 73069
United States

Bill-to Address
NOR9181
Norman Public Schools
Attn: Accounts Payable
131 S FLOOD AVE
NORMAN, OK 73069
United States

Quote Good Thru
05/10/24

Payment Terms
Net 30 Days

Salesperson
Dean Pickard

No.	Description	Frequency	Quantity	Prorated Unit Price	Unit Price	Extended Amount
	Yellow Fleet Service For (4) GPS Devices Already On-site					
GPS066-S	Zonar Essentials	Billed Annually	4		239.40	957.60

Shipping and Handling is not included on this document and will be included on final invoice.

Subtotal:	957.60
Total Sales Tax:	0.00
Total:	USD 957.60

Terms and Conditions:

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2. Prices for Services are based on a three-year Service Agreement unless otherwise negotiated.
3. No Hardware or Services will be provided by Zonar until Parties have executed a Service Agreement.
4. Any shipment dates identified are estimates only, and are subject to change. Actual shipment dates are subject to inventory and supply availability, and will be separately confirmed by Zonar.
5. Installation, Taxes, Travel and expenses and shipping costs will be additional charges.
6. All Leased/Bundled Hardware must be returned to Zonar after termination of Service Agreement.
7. Early termination of Service Agreement will result in early termination fees.
8. Zonar's 4G converter device, to be used with Zonar V3 GPS unit, has a 2 year warranty.



Exhibit- B
NOT AN INVOICE

SALES QUOTE

Quote#: SQ-201096 - 1
Customer ID: NOR9181
Document Date: 5/8/2024

Zonar
821 2nd Ave., Ste 1100
Seattle, WA 98104
www.zonarsystems.com
Voice: (206) 878-2459
Fax: (206) 878-3082

Ship To Address
Norman Public Schools
Mike Tauscher
131 S FLOOD AVE
Norman, OK 73069
United States

Bill-to Address
NOR9181
Norman Public Schools
Mike Tauscher
131 S FLOOD AVE
Norman, OK 73069
United States

Quote Good Thru
06/08/24

Payment Terms
Net 30 Days

Salesperson
Dean Pickard

No.	Description	Frequency	Quantity	Prorated Unit Price	Unit Price	Extended Amount
	Service on SQ-201097					
V4214-H	V4E-NBT GPS Kit	Billed OneTime	31		257.00	7,967.00
10129	V4E - NBT		31			
80209	#6 x1/2" Pan Head Phill Tec (Bag of 4)		31			
80932	Mntg Bracket - Assembly Lexan		31			
V4401-H	Zonar LD TCU Kit	Billed OneTime	56		95.00	5,320.00
10108	Light Duty TCU		56			
81716	Light Duty TCU Card Sheet		56			
CAM003-H	Zonar DashCam DF22 Kit	Billed OneTime	22		375.00	8,250.00
20161	Dashcam DF22		22			
81153	GPS Light Duty Cable Kit	Billed OneTime	29			
80999	Cable-V2J LD Breakout		29			
81722	LD Dongle		29			
81523	9-Pin GPS Diagnostic Cable	Billed OneTime	4			
81517	Deutsch 2-Pin Cable	Billed OneTime	4			
81527	Met150 2-Pin Universal Node Cable	Billed OneTime	1			
81632	6-Pin to 9-Pin Adapter Cable	Billed OneTime	3			
10085	GPS 4-Pin Power Cable Assembly	Billed OneTime	1			
10007	GPS 4PIN Power Cable		1			
80046	Inline Fuse Kit		1			
ACT001-S	GSM Activation	Billed OneTime	87		25.00	2,175.00

Shipping and Handling is not included on this document and will be included on final invoice.

Subtotal:	23,712.00
Total Sales Tax:	0.00
Total:	USD 23,712.00

Terms and Conditions:

- The above pricing is a good faith estimate issued in USD. Prices may be adjusted once a complete Asset List is provided to Zonar.
- Prices for Services are based on a three-year Service Agreement unless otherwise negotiated.
- No Hardware or Services will be provided by Zonar until Parties have executed a Service Agreement.
- Any shipment dates identified are estimates only, and are subject to change. Actual shipment dates are subject to inventory and supply availability, and will be separately confirmed by Zonar.
- Installation, Taxes, Travel and expenses and shipping costs will be additional charges.
- All Leased/Bundled Hardware must be returned to Zonar after termination of Service Agreement.
- Early termination of Service Agreement will result in early termination fees.
- Zonar's 4G converter device, to be used with Zonar V3 GPS unit, has a 2 year warranty.



NOT AN INVOICE

SALES QUOTE

Quote#: SQ-201097 - 1
Customer ID: NOR9181
Document Date: 5/8/2024

Zonar
821 2nd Ave., Ste 1100
Seattle, WA 98104
www.zonarsystems.com
Voice: (206) 878-2459
Fax: (206) 878-3082

Ship To Address
Norman Public Schools
Mike Tauscher
131 S FLOOD AVE
Norman, OK 73069
United States

Bill-to Address
NOR9181
Norman Public Schools
Mike Tauscher
131 S FLOOD AVE
Norman, OK 73069
United States

Quote Good Thru
06/08/24

Payment Terms
Net 30 Days

Salesperson
Dean Pickard

No.	Description	Frequency	Quantity	Prorated Unit Price	Unit Price	Extended Amount
	Hardware on SQ-201096					
GPS066-S	Zonar Essentials	Billed Annually	87		234.84	20,431.10
CAM001-S	Zonar Coach Dual Facing DashCam	Billed Annually	22		360.00	7,920.00

Shipping and Handling is not included on this document and will be included on final invoice.

Subtotal:	28,351.10
Total Sales Tax:	0.00
Total:	USD 28,351.10

Terms and Conditions:

1. The above pricing is a good faith estimate issued in USD. Prices may be adjusted once a complete Asset List is provided to Zonar.
2. Prices for Services are based on a three-year Service Agreement unless otherwise negotiated.
3. No Hardware or Services will be provided by Zonar until Parties have executed a Service Agreement.
4. Any shipment dates identified are estimates only, and are subject to change. Actual shipment dates are subject to inventory and supply availability, and will be separately confirmed by Zonar.
5. Installation, Taxes, Travel and expenses and shipping costs will be additional charges.
6. All Leased/Bundled Hardware must be returned to Zonar after termination of Service Agreement.
7. Early termination of Service Agreement will result in early termination fees.
8. Zonar's 4G converter device, to be used with Zonar V3 GPS unit, has a 2 year warranty.

Exhibit- C
ZONAR COACH ADDENDUM

Zonar Coach™ Terms of Service Addendum (“Terms of Service”)

THIS TERMS OF SERVICE ADDENDUM CONTAINS ADDITIONAL NOTICES, DISCLAIMERS AND/OR TERMS AND CONDITIONS APPLICABLE TO CUSTOMER’S USE OF ZONAR COACH™. ZONAR COACH IS A PRIVATE LABEL APPLICATION OFFERED AND MAINTAINED BY A THIRD PARTY (“LICENSOR”). LICENSOR HOSTS ALL ZONAR COACH RELATED DATA. PLEASE READ THESE TERMS OF SERVICE CAREFULLY. IF CUSTOMER DO NOT AGREE TO THESE TERMS OF SERVICE, CUSTOMER MAY NOT USE THE ZONAR COACH SERVICE.

By subscribing to or using the Zonar Coach service, Customer acknowledges and agrees that the following Terms of Service shall apply, as they may be updated from time to time. Zonar reserves the right to periodically update these Terms of Service. Capitalized terms will take their respective meanings as set forth in the Hardware and Services Schedule (“Agreement”), unless defined elsewhere in these Terms of Service. For purposes of these Terms of Service, “Biometric Data” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.

DO NOT ATTEMPT TO USE ANY MOBILE DEVICE WHILE DRIVING.

Customer Obligation to Provide Notice and Obtain Consent

Zonar Coach and the Zonar Coach app use an in-vehicle camera that may capture and process Biometric Data, as well as video and audio of the End User and other individuals that may be in the vehicle. Customer is solely responsible for its compliance with applicable laws and regulations, which may include providing any required notice and obtaining any necessary and appropriate consents and authorizations related to the use of Zonar Coach. Without limiting the foregoing, Customer is solely and exclusively responsible for providing appropriate notice to and procuring and retaining appropriate written consents or releases from its End Users regarding the collection and use of Biometric Data.

In addition to any obligation set forth in the Agreement, Customer shall indemnify, defend, and hold harmless Zonar and its Licensor for any breach of the obligations set forth in this section. Zonar may immediately terminate the provision of Zonar Coach if it reasonably believes that Customer or any of its End Users have failed to comply with these Terms of Service or any applicable laws.

Disclaimers

Zonar Coach and the Zonar Coach app are being provided by Zonar under a license agreement with Licensor. Licensor is providing Zonar Coach and the Zonar Coach app based upon the conditions expressed herein. The Zonar Coach app is intended to aid and augment the driver’s (“End User’s”) own skill and attention when driving on the road. The Zonar Coach app’s primary function is to alert the End Users to certain driving events and behaviors, including but not limited to possible forward collision, lane departure and drift, posted speed limit violations, stop sign violations, hard braking, excessive acceleration, and excessive cornering. **The Zonar Coach app does not replace the End User’s obligation to be attentive to the surrounding environmental and traffic conditions or to drive in a legal and responsible manner without any distraction of any sort. End Users should not rely on the Zonar Coach app’s warnings as a substitute for their own judgment and attention.**

Certain features may not work (or have their performance significantly degraded) in situations such as: (a) where visibility is challenging due to prevailing light and weather conditions; (b) lanes not being clearly marked or visible; (c) when the vehicle is following a vehicle other than cars/buses/trucks; (d) when the camera’s field of view is occluded by anything (e.g., dust on windscreen); (e) degradation of Wi-Fi connection between camera and mobile device due to external interference; (f) changes in camera orientation post-installation; (g) glare from vehicles going in the opposite direction at night; (h) direct glare from the sun that can underexpose the camera; and (i) excessive vibration of the vehicle.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, UNDER NO CIRCUMSTANCES WILL ZONAR OR THE LICENSOR BE RESPONSIBLE FOR ANY KIND OF DAMAGES OR LIABILITIES THAT ARISE OUT OF OR RELATED TO AN END USER’S UTILIZATION OF ZONAR COACH OR THE ZONAR COACH APP.

Data Policy

The Licensor collects, processes, and stores data from vehicles on which Zonar Hardware is installed. This data includes End User Data, General Environment Data, and Processed Data. Customer grants to the Licensor a limited right to access, copy, store, transmit, and use End User Data for the purpose of providing Zonar Coach services. Customer grants to the Licensor a worldwide, exclusive, fully paid, transferable license to use, disclose, repurpose, transmit, and manipulate the General Environment Data and Processed Data generated by or related to Customer’s use of Zonar Coach; provided, however, that any Processed Data has been aggregated and anonymized to the extent that it is not identifiable to a specific customer, vehicle, or individual.

For purposes of this Agreement, “End User Data” is defined as data sourced from Customer vehicles or drivers or that otherwise concerns Customer, a vehicle, or a driver, whether or not such data is stored and/or transmitted to or through any Hardware or software resident in a Customer Vehicle; provided, however, that such data is not General Environment Data. “General Environment Data” as used in these Terms of Service shall mean data that is associated with the existence of things in the environment and captured, recorded, or perceived by any Hardware containing the Licensor’s intellectual property (including, but not limited to, speed limit signs, road conditions), but expressly excludes any data or information concerning driver or vehicle behavior, action or reaction, or any data that may identify a specific driver, vehicle, fleet, End User, or Customer. “Processed Data” shall include any reports, analytics, videos, scorecards, and other data generated by the Licensor’s intellectual property in the provision of Zonar Coach under this Agreement.



The First Choice of Automotive Professionals

Ship to 3117075
NORMAN PUBLIC SCHOOLS
JAMES GRAHAM
131 SOUTH FLOOD
NORMAN, OK 73069

QUOTE - 5/28/2024

Product Description	Quantity	Original Price	Total Price
ProDemand	1	\$1,231.00	\$1,231.00
Truck Series Plus	1	\$2,650.00	\$2,650.00

Tax:	8.74%
------	-------

Total Cash Price (With Tax)	\$4,220.20
-----------------------------	------------

RENEWAL

DATES 7/1/24 TO 6/30/25

QUOTES GOOD FOR 30 DAYS - PRICES ARE QUOTED IN U.S. DOLLARS (\$)

Maria Garcia • Inside Sales • **Mitchell1** • (888) 724-6742 X 0450 • FAX (858) 746-8972

Mitchell 1 Order Terms and Conditions

1. Agreement; Order Forms. The agreement between you ("Customer") and Mitchell Repair Information Company LLC ("Mitchell 1") includes: (i) these Mitchell 1 Order Terms and Conditions; (ii) the Order Form; and (iii) the End User License Agreement, as may be updated from time to time ("EULA") (collectively, the "Agreement"). Customer acknowledges and agrees that the Order Form and the registration, payment and other information submitted by Customer on the Order Form is complete and accurate. Any additional terms and conditions set forth on any customer quote, purchase order, or other written documentation from Customer shall be considered void and of no force and effect and are hereby expressly rejected.

2. Services. The Service(s), unless terminated earlier in accordance with the Agreement, will renew automatically on a month to month basis. 30-day notice is required to cancel during any renewal period. Notwithstanding anything herein to the contrary, if the Order Form provides for a promotional term, the "Initial Term" and "Renewal Term" shall be the promotional term defined in the Order Form. The 30 day notice of cancellation stated above shall apply to any promotional term.

2.1 MI Business Performance Services

2.1.1. Overview. If the Services include Customer Retention Marketing Service Reminders ("CRM"), Target Market Promotions ("TMP"), Website or other services offered by Mitchell 1 from time to time as further specified on the Order Form (hereinafter individually or collectively referred to as "Service(s)") Section 2.1.1 through Section 2.1.4 apply respectively to the Service(s) selected.

2.1.2. Customer Retention Marketing Service Reminders. If Customer selects CRM as set forth on the Order Form, Mitchell 1 agrees to provide the following services:

- (a) Extract customer and vehicle information from the automotive facilities management system for the use of Marketing Services (defined below).
- (b) Provide "Marketing Services" that include service reminder postcards via mail, e-mail service reminders, and thank you e-mails for new customers. Service reminders via mail and e-mail service reminders are limited to unique vehicle/customer records defined as eligible for solicitation based on the payment level chosen on the Order Form. E-mail service reminders will always be sent when an e-mail address is captured by Mitchell 1 via the extraction process or may be obtained by Mitchell 1 through third party e-mail providers.
- (c) Manage a database of customer and vehicle information for the Customer.
- (d) Send customer and vehicle data to print vendor of Mitchell 1's choice for Marketing Services.
- (e) Use data hygiene cleansing processes for data integrity and provide a secure environment for customer data storage.
- (f) Provide Customer technical and customer support for CRM services.
- (g) If Customer has opted for service recommendations on the Order Form, such recommendations will be added to service reminder postcards and e-mails. Service recommendations will be pulled from the Mitchell 1 Manager program.
- (h) If Customer has opted for the Target Market Promotions ("TMP") the data for TMP will be provided either from: (i) the Customer's existing customer database and uploaded for use on mailing campaigns, or (ii) for an additional fee and as indicated on the Order Form, Customer may elect to "rent" a customer mailing list through Mitchell 1 from a third party provider. If Customer elects to rent a mailing list as provided in this Section 2.1.2 (h), such rented mailing list shall be used only for one (1) mailing event and Mitchell 1 is not permitted and will not in any event provide a list of customers included in a rented mailing list. Standard promotional artwork templates are provided. At Customer's option, Mitchell 1 will create custom templates for a one-time fee of \$150 for each unique template requested. The \$150 charge includes one (1) change or revision to the custom template.
- (i) Customer opting for eCRM e-mail service can choose from an extensive list of pre-existing text coupon templates with the ability to include their own limited text. These pre-existing text coupons can be updated at any time. Custom graphic coupons are available to Customers subscribing to eCRM e-mail service at \$150 per request.
- (j) Customers opting for monthly postcard service can choose coupons from a large list of coupon design templates and make a maximum of 4 revisions in a twelve (12) month period. Additional custom coupon changes can be completed at \$150 per request. There is no limit on switching coupons from the existing coupon template library. Customer opting for Postcard service can choose cover artwork from the existing Mitchell 1 library and receive one (1) custom design per year, and a maximum of two (2) revisions to that custom design. Additional cover art change requests can be completed at \$150 per request.
- (k) The Customer acknowledges that any content pushed to the Customer's Facebook page by Mitchell 1 is at Facebook's sole discretion to present.

(l) A Website and/or any CRM service provided by Mitchell 1 does not

include a guarantee of prominent or "first page" search engine results positioning.

(m) If Customer has opted for Marketing services, the Customer hereby agrees to pay and be fully responsible for the Google AdWords monthly budget of \$200.00, to be paid to Google pursuant to its policies. In the event the Customer fails to pay such monthly budget, Customer understands and agrees that it will still be required to pay the CRM monthly Service fee.

2.1.3. OwnerAutoSite.com The Customer acknowledges that Mitchell 1 will be posting consumer service history data on behalf of Customer via a unique Internet login, and Customer accepts full responsibility for any and all content posted to such site, including, without limitation, the completeness and accuracy of any service history or other information included in the consumer's service records.

2.1.4. Manager SE Connection Service (MSEC). Installation of Mitchell 1 shop management software also includes the installation of the MSEC application which is required for all product features and add-on products and services to function. As part of this service, Mitchell 1 provides the following:

- (a) Real-time database replication and electronic storage of Customer database files on Mitchell 1 servers.
- (b) Data updates and additions from Mitchell 1 licensed products and features into the Customer MSEC database, which will be synchronized with the Customer locally-hosted database.
- (c) Mitchell 1 customer service personnel to provide web based restoration of the electronically stored Mitchell 1 shop management product database files (to the extent such files are backed up on Mitchell 1 servers).

2.1.5. Mitchell 1 Manager Shop Management Texting Service. Customer acknowledges the following regarding texting service usage:

- (a) Mitchell 1 provides the Customer with the ability to send and receive short message service (SMS) text messages. Mitchell 1 texting service includes an unsubscribe mechanism for message recipients.
- (b) The Customer located in the United States is responsible for appropriate usage and adherence to all local, state and federal laws as they pertain to sending and receiving text messages.
- (c) The Customer located in Canada is responsible for adherence to all local, provincial and federal legislation including but not limited to Canada's Anti-Spam Legislation (CASL).

2.2 Subscriptions. The terms below will apply to the Subscription selected by Customer. The subscription period for any subscription, as set forth in the Order Form ("Subscription"), is effective for an initial term of either twelve (12) or twenty-four (24) months (as selected on the Order Form) following the commencement date ("Initial Subscription Period"). In addition to the applicable Subscription fees, Customer may be required to pay Mitchell 1 a one-time activation fee to commence the Subscription. The activation fee is non-refundable once the Order Form is accepted by Mitchell 1. Mitchell 1 will bill Customer monthly, with payments due within thirty (30) calendar days following the date of the Mitchell 1 invoice. After the Initial Subscription Period, the Subscription Period for this Subscription will renew automatically on a month to month basis (each, a "Renewal Period", together with the Initial Subscription Period, the "Subscription Period"). 30-day notice is required to cancel during any Renewal Period. A Subscription may not be cancelled by Customer during the Initial Subscription Period. Mitchell 1 reserves the right to change pricing upon notice to Customer prior to each Rental Renewal Period. At the end of the Initial Subscription Period or any Renewal Period, Customer must discontinue use of the Product, any Updates and all documentation.

3. Payments. As applicable, Customer hereby authorizes Mitchell 1 to charge the Customer the fees set forth in the Order Form to the payment card or checking account number provided by Customer. By submitting a payment card or checking account number as the form of payment, Customer represents and warrants that Customer's use of the particular card or checking account is authorized and that all information submitted is true, complete and accurate (including, without limitation, payment card number and expiration date). In doing so, Customer also authorizes Mitchell 1 to charge to the payment card or checking account tendered all amounts payable by Customer to Mitchell 1 based on the Subscription plan selected (including all renewals thereof), including, but not limited to, all fees and any applicable taxes. Customer agrees to update and keep current its account registration and payment card or checking account information. If Mitchell 1 is unable to process the payment card or checking account at any time, Customer's account may be immediately suspended or terminated and Customer will remain responsible for all amounts payable by Customer to Mitchell 1. Mitchell 1 reserves the right to not renew Customer's account at any time for any reason.

4. License. Subject to the terms and conditions of this Agreement, Mitchell 1 grants to Customer a personal, nonexclusive, nontransferable, limited license to access and use the executable version of the applicable Service or Product during the applicable Subscription Period solely for the purpose of: (i) providing vehicle mechanical services; (ii) estimating vehicle mechanical parts and labor cost estimates; and (iii) conducting vehicle shop management.

Unless the Order Form specifies otherwise, the license shall be for one location, with location referring to a distinct building or site. If the Order Form authorizes more than one user, then the number of users shall be limited to the number set forth on the Order Form. As it pertains to the shop management software, an additional license is required for each additional computer the application is installed on beyond the host machine. The Mitchell 1 Services and Products are not sold or transferred and Mitchell 1 retains ownership of all right, title, and interest in and to the Services and Products and all copies thereof, including, any software applications or content. Except for the rights expressly granted in the Agreement, Mitchell 1 grants no right, title, or interest to Customer in any of the Products or Services or any part thereof.

5. **Export Control.** Mitchell 1's products may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Customer hereby represents and warrants that: (i) Customer is not located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; and (ii) neither Customer nor any end-user is a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions. Customer agrees to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, Customer shall not, directly or indirectly, sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Mitchell 1 to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.
6. **Third Party Rights.** Customer hereby acknowledges and agrees that certain portions of the content or materials contained in the Products or Services may be licensed by Mitchell 1 from certain third parties (the "Third Party Beneficiaries"). The Third Party Beneficiaries are intended beneficiaries of the Agreement and may have the right to enforce the Agreement directly. Other than as expressly set forth above, the Agreement is not intended to, and affirmatively does not, grant rights to any other party or create any other third party beneficiary rights.
7. **Indemnification by Customer.** Customer hereby agrees to indemnify and hold Mitchell 1 and the Third Party Beneficiaries harmless from and against all damages, losses, and expenses of any kind or nature (including reasonable attorney fees and costs) arising out of or related to: (i) Customer breach of the Agreement or any part thereof; (ii) any activity performed by Customer that makes use of the Services or Products; (iii) Customer's wrongful or improper use of the Products or Services; and (iv) Customer's violation, actual or alleged, of any law, regulation, order, or the infringement or violation of any rights of a third party.

8. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement supersedes all prior agreements and understanding between the parties regarding its subject matter. A waiver of any right hereunder does not imply a waiver of any other rights and no waiver, alteration, modification or amendment shall be effective unless made in writing and signed by authorized representatives of the parties.

9. **Counterparts; Electronic Signatures.** This Agreement and the applicable Order Form(s) may be executed in one or more duplicate originals, all of which together shall be deemed one and the same instrument. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic signature, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, e-mail, or electronic click-to-accept signatures. Order Forms for Services and Products provided electronically are accepted when Mitchell 1 sends Customer an electronic message confirming the Order Form. All other Order Forms for Services and Products not provided electronically are accepted upon shipment of the Products, licensed FCA shipping point. Order Forms for Services only are accepted when an authorized Mitchell 1 representative signs the Order Form.

10. **Disclaimer of Warranties.** OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, NEITHER MITCHELL 1 NOR ANY OF ITS AFFILIATES, SUPPLIERS, LICENSORS, OR THIRD PARTY BENEFICIARIES MAKE ANY SPECIFIC PROMISES, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE PRODUCTS OR SERVICES. THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS". EXCEPT AS MAY BE PROHIBITED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED.

11. **Privacy.** Mitchell 1's privacy policy explains how Mitchell 1 treats your personal data and protect your privacy when you use the Products or Services. By using the Products or Services, you agree that Mitchell 1 may use such data in accordance with the Mitchell 1 privacy policy.

End User/Owner Signature _____



CUSTOMER ("YOU") INFORMATION

FULL LEGAL NAME: INDEPENDENT SCHOOL DISTRICT I-29 Cleveland County

CUSTOMER'S ADDRESS: 4100 N FLOOD AVE, NORMAN, OK 73069

AGREEMENT NO.: _____

EQUIPMENT INFORMATION

QTY TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES

SERIAL NO.

1 SEE EQUIPMENT SCHEDULE

EQUIPMENT LOCATION:

SEE SCHEDULE

TERM IN MONTHS: 60

MONTHLY PAYMENT AMOUNT: \$ 1,837.05 (*PLUS TAX)

SECURITY DEPOSIT: \$ _____

PURCHASE OPTION*: FAIR MARKET VALUE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$139.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience, and which amounts may be subject to change from time to time based on that arrangement.

POSTAGE DEVICES. Postage measurement devices referenced herein which are subject to a separate rental agreement between you and us are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with us. You will need to reference your rental agreement with us for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe us under the rental agreement.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANYALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LAW/FORUM. You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if

applicable, against any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 90 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party.

Owner ("we", "us"): FP Finance
Signature: _____ Date: _____
Print Name & Title: _____

Customer: (As Stated Above)
Signature: _____ Date: _____
Print Name & Title: _____

UNCONDITIONAL GUARANTY: The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring Owner to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by Owner related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE: X PRINT NAME: _____ DATE: _____



EQUIPMENT SCHEDULE

AGREEMENT NO.:

DESCRIPTION OF EQUIPMENT

TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES

SERIAL NO.

FPI4830E - FPi 4830 FOLDER INSERTER - 3 STATION EXPERT
500064302600 - SIDE EXIT LH (FRONT)
FPI4830 PASS-THRU MAINTENANCE

EDGE - THE EDGE PRESS AND MEDIA PRINTER
DT420 - EDGE CATCH TRAY
EDGE PRINTER PASS-THRU MAINTENANCE

FMADVMEDIAPKG - FLEXMAIL ADVANCED LICENSE
FM42002 - FLEXMAIL ADVANCE ANNUAL MAINTENANCE
SV110012 - CASS+NCOA+PRESORT 100,000 RECORDS

PONEBULK - POSTBASE ONE BULK TANK
PONEFEEDSEAL - POSTBASE ONE FEEDER/MOISTENER/POWER SEALER
PONEDS - POSTBASE ONE DYNAMIC SCALE
PONEAS- POSTBASE ONE ATTRIBUTE PACKAGE
PONEL - POSTBASE ONE METER RENTAL
POSTBASE ONE PASS-THRU MAINTENANCE

VERIFICATION

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

INDEPENDENT SCHOOL DISTRICT I-29

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE



FP Finance Customer Agreement

FP Mailing Solutions
 140 N. Mitchell Ct, Ste 200
 Addison, IL 60101-5629
 Tel: (800) 341-6052
 www.fp-usa.com

CUSTOMER INFORMATION

Billing Address	
Customer: INDEPENDENT SCHOOL DISTRICT I-29 Cleveland County	
Department:	
Street: 4100 N FLOOD AVE	
City: NORMAN	County: CLEVELAND
State: OK	Zip: 73069
Tel: 405-447-6553	Fax:
E-mail: CameronC@normanps.org	
Contact Name: Cameron Cox	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer:	
Department:	
Street:	
City:	County:
State:	Zip:
Tel:	Fax:
E-mail:	
Contact Name:	
Mailing Address: <input type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping/Install Address has changed.	

RENTAL INFORMATION

Item #	Item Description
P300C	PostBase Pro Meter (PSD)
UNL & RGPOST	Unlimited Resets & RateGuard
FPPSUSPS	Parcel Shipping, Single User, USPS

Term of Contract: 60 Months

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.)

PURCHASED EQUIPMENT INFORMATION

Item #	Item Description
FPLONEDSBV	PostBase ONE Equipment Package

MAINTENANCE INFORMATION

Item #	Item Description
MMAINT	Maintenance (Provided by Servicing Dealer)

Base and/or Feeder Cover Color: Black

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative: <u>Cameron Cox</u>		Selling Dealer Name: <u>RK Black</u> Dealer #: <u>7130</u>	
Tel: <u>405-447-6553</u>		Address: <u>4000 NW 39th St, Oklahoma City, OK 73112</u>	
Tax ID: <u>73-6021052</u>	State: <u>OK</u>	Tel: <u>405-943-9800</u>	Fax:
Authorized Signature: <u>X</u>		Sales Representative Name: <u>Clint Combs</u>	
Date: <u> </u>		Servicing Dealer Name: <u>RK Black</u> Svc. Dealer #: <u>7130</u>	

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Major Account: _____	Promo Code: _____
<input type="checkbox"/> Existing Customer Name Change	<input type="checkbox"/> Master Billing Acct. No.: _____	Package Code: <u>FLPONEDSBV</u>
<input checked="" type="checkbox"/> Upgrade From: <u>PBASEONEDSBULK</u>	<input type="checkbox"/> Master Postage Acct. No.: _____	<input type="checkbox"/> Price or Terms Exception Approval (attach copy)
If Upgrading From An EZLEASE, List The Contract #: EZLEASE Contract #: <u>1461264</u>		<input checked="" type="checkbox"/> Tax-Exempt Certificate Attached
FP Existing Account No.: <u>600047241</u>		

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between FP Finance ("we", "us", "our") and Independent School District I-29 ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE			
(As Stated Above)	X		
	SIGNATURE	PRINT NAME & TITLE	DATE
OUR SIGNATURE			
FP Finance			
	SIGNATURE	PRINT NAME & TITLE	DATE



4111 Perimeter Center Place Oklahoma City, OK 73112 (405) 943-9800
 406 W. Main, Suite 100 Norman, OK 73069 (405) 321-5900
 Weatherford, OK 73096 (800) 364-0709

Service Agreement

INSTALLATION	Company Name Independent School District 29 Cleveland County			BILLING	Company Name Independent School District 29 Cleveland County		
	Street Address 4100 N Flood		Suite #		Mailing Address 4100 N Flood		Suite #
	City Norman	State OK	Zip 73069		City Norman	State OK	Zip 73069
	Authorized Signer Cameron Cox	Email cameronc@normanps.org			Accounts Payable Contact Cameron Cox	Email cameronc@normanps.org	
	Phone # (405) 447-6553	Fax # (405) 573-3555			Phone # (405) 447-6553	Fax # (405) 573-3555	

Installation and Service Agreement Options: Appropriate categories must be initialed by Client in the block to the left of the option

<input type="checkbox"/>	Initial Connectivity	Up to 6 work stations or 3 hours at <u>no cost</u> at time of installation (\$90 / hour thereafter).
<input type="checkbox"/>	Accept Connectivity	Includes 1 year of connectivity support beyond the initial installation (\$400 / year).
<input type="checkbox"/>	Decline Connectivity	Current non agreement per call rate is \$125 / hour plus \$30 trip charge for Zone 1 coverage.
<input type="checkbox"/>	TotalCare Coverage	Includes Parts, Labor, Travel & Toner. <u>Excludes</u> Paper, Staples & Third-party Accessories.
<input type="checkbox"/>	General Maintenance	Includes Parts, Labor & Travel only. <u>Excludes</u> Supplies & Third-party Accessories.
<input type="checkbox"/>	Decline Maintenance	Client will pay for Service on a 'per call' basis at standard Parts, Labor & Travel rates.
<input type="checkbox"/>	Purchase Line Filter	Covers damage from lightning & electrical surges not covered under above programs (\$150 ea.)

Brand / Model	Serial #	Product Description	Base Price (plus tax)	B&W Images		Color Images		Billed Each
				Included	Overage	Included	Overage	
GM Service is included FP Finance Lease			Included in FP	na	na	na	na	Included in FP
Supplies for all 3 products is cost +20% + shipping								

Note:

CLIENT Approval	COMPANY Approval
Subject to Service Agreement Terms & Conditions _____ Duly Authorized Signature Printed: _____ Title: _____ Date: ____ / ____ / ____ P.O. # _____	By: _____ Duly Authorized Signature Printed: _____ Service Manager Date: ____ / ____ / ____

ANY MODIFICATION TO THIS AGREEMENT MUST BE MADE IN WRITING & APPROVED BY THE CLIENT & A COMPANY SERVICE MANAGER

For Internal Use:		cameronc@normanps.org	
Start Date	____ / ____ / ____	End Date	____ / ____ / ____
Contract #	_____	Lease #	_____
Key Operator	Cameron Cox	Tech #	_____
	(405) 447-6553	Territory #	_____
		Manager	_____

SERVICE AGREEMENT TERMS & CONDITIONS

1. **AGREEMENT:** You appoint us and we accept the appointment to provide the services described in this agreement with respect to the equipment listed on the face of this agreement under "Brand / Model" (the "Equipment"). You agree to all of the terms and conditions included herein and in any invoices that we send you under this agreement, which together are a complete statement of the parties' agreement regarding the Equipment (the "Agreement"). This Agreement will become effective upon signing by the parties.
2. **TERM:** The term of this Agreement begins on the latter of (i) the date of Equipment delivery to you, or (ii) the date that you sign this Agreement, and continues for 1 year. Upon expiration of any term, this Agreement will automatically renew for an additional 1 year term at prevailing rates in effect at the time of each renewal unless either party provides written notice of termination to the other party at least 30 days before the end of any such term. In the event of termination, you are responsible for providing us a final meter reading so we may issue a final invoice for services. If you do not provide us a final meter reading, you agree to accept our estimate based on your typical usage over the previous six (6) months.
3. **YOUR OBLIGATIONS:** You agree to maintain the Equipment in a safe, suitable operating environment to include (a) clean, consistent and appropriate power; (b) temperature between 60 & 90 degrees Fahrenheit; (c) relative humidity between 50% & 80%; and (d) a reasonable amount of space for us to make any necessary inspections or repairs. You agree to maintain these conditions at your expense. You agree to (a) allow us access to the Equipment during our normal business hours, 8 am to 5 pm, Monday through Friday, excluding holidays ("Normal Business Hours"); (b) provide accurate Equipment meter readings when requested by us; and (c) to pay us for all services provided under this Agreement.
4. **EQUIPMENT INSPECTION:** We are responsible for inspecting each item of Equipment within 30 days of assuming service responsibility. If the inspection reveals that any item of Equipment is not in safe or normal operating condition, we will notify you within the next 30 days (or such shorter period as is necessary to avoid material risk of personal injury or property damage), and you will be responsible for bringing that item into safe and normal operating condition. If you request us to do so, we will make necessary repairs in accordance with our standard rates then in effect for such service. We will not be required to provide maintenance services for any item of Equipment that you do not maintain in a safe and normal operating condition.
5. **GENERAL MAINTENANCE:** If you selected the General Maintenance Plan, we will provide parts, labor, preventative maintenance & travel during our Normal Business Hours. General Maintenance does not include toner, image and fusing kits, paper or staples. If, in our reasonable discretion, the Equipment needs chronic, excessive repair ("Nonconforming Equipment"), we will notify you and we will no longer be responsible for service under this Agreement.
6. **TOTALCARE COVERAGE:** If you selected the TotalCare Plan, you will receive the General Maintenance services plus a reasonable supply of toner (based on your typical monthly copy volume & manufacturer's projected toner yield). You are responsible for purchasing your own paper and staples. Upon request, we will ship you toner in quantities consistent with your actual use. All toner remains our property until used in the Equipment. If we determine in our reasonable discretion that you have requested an excessive amount of toner, we reserve the right to reduce the amount to be shipped or to charge you for the excess toner, in which case you agree to pay us for the excess toner at our normal retail price. Upon termination of this Agreement, you agree to return unused toner or to pay us for it at our normal retail price.
7. **CONNECTIVITY & LINE FILTER:** If you selected the Annual Connectivity Option, we will provide 1 year of Connectivity Support beyond the initial installation. Annual Connectivity Support includes installation and configuration of workstations or servers for print / scan / fax software, reinstallation, troubleshooting of compatibility issues, and end user training. Annual Connectivity Support does not include any network transport media issues, server or workstation operating system configuration or modification, custom integration with any third party software or hardware, or support for any workstation not physically located at your site. If you purchased a Line Filter, your rights and remedies relating to your use of the Line Filter are provided by the manufacturer's warranty.
8. **CHARGES:** We will invoice you in advance on a periodic basis for the amount listed on the face of this Agreement under "Base Price", and in arrears for any Black & White or Color Images that exceed the number of images included, if any, in the Base Price, at the "per image" rate specified under "Overage". For purposes of this Agreement, 2-sided images and/or images on paper larger than legal size (8.5" X 14") will count as two images. Charges for maintenance services not covered by this Agreement will be invoiced at our standard parts and labor rates in effect at the time the service is performed. Images made on loaner equipment will be charged at the rate listed on the face of this Agreement. Sales Tax: You agree to pay sales tax on service billings as required by Oklahoma law. Freight: You agree to pay freight for supplies provided to you under a TotalCare Plan at a rate equal to 3% of the sum of the Base and Overage amounts invoiced. If you have any delinquent invoices for products or services that we sell or lease to you, we may refuse to provide service to you and/or terminate this Agreement and any other Agreement that we have with you. You agree to pay us all costs of collection, including reasonable attorneys' fees. Delinquent invoices will bear interest at the rate of 1.5% per month until paid.
9. **SERVICE EXCLUSIONS:** We may decline to provide maintenance services with respect to the following: (a) any service for Equipment not identified on the face of this Agreement under "Brand / Model" or not subsequently approved by us in writing for coverage under this Agreement; (b) any Nonconforming Equipment; (c) any maintenance or repair service to be provided by you; (d) Equipment that you have moved to a location deemed unreasonable by us; (e) any service or downtime caused by (i) a condition that was triggered or subject to a product recall, (ii) a design, specification or instruction provided by you or your representative, (iii) your failure to fulfill your responsibilities under this Agreement, (iv) the failure of anyone other than us to comply with our written instructions or recommendations, (v) your combining the Equipment with any incompatible item, (vi) any alteration or improper storage, handling, use or maintenance of any part of the Equipment by anyone other than us, (vii) design or manufacturing defects in any items, (viii) anything external to the Equipment not being serviced by us including, without limitation, a building or structural deficiency, power surge, fluctuation or failure, and air conditioning failure, or (ix) anything beyond our reasonable control other than service necessitated by normal Equipment usage.
10. **DEFAULT & REMEDIES:** If you default in the performance of any of your obligations under this Agreement or any other agreement with us, we may (a) enforce this Agreement, (b) recover damages for the default, and (c) exercise any other remedy available to us. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorneys' fees and actual costs and expenses of collection. You agree that any delay or failure by us to enforce our rights under this Agreement does not prevent us from enforcing our rights at a later time. No remedy set out in this paragraph is intended to be exclusive. Each remedy will be cumulative but only to the extent necessary for us to recover from you what you owe us.
11. **DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY: WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR RELATED TO THE LINE FILTER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
12. **THIRD PARTY SOFTWARE:** Despite any other terms and conditions of the Agreement, you agree that this Agreement does not provide service for any third party software that may be delivered with or installed on the Equipment. You agree that your use of such third party software is governed by the terms and conditions of the end user license agreement for the third party software.
13. **ASSIGNMENT:** You will not assign any of your rights or obligations under this Agreement without our prior written consent, which will not be unreasonably withheld. We may assign our rights and obligations under this Agreement without obtaining your permission. This Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of the parties. This Agreement, together with any invoices we send you, constitutes the entire Agreement of the parties with respect to its subject matter. This Agreement supersedes any and all other agreements, either oral or written, between the parties regarding the subject matter of this Agreement.
14. **CONSENT TO LAW, JURISDICTION & VENUE:** This Agreement, including amendments and related invoices, will be governed by and construed in accordance with Oklahoma law, without giving effect to any principle of conflicts of law or choice of law. The parties agree that the venue for any legal action arising out of this Agreement will be in Oklahoma County, Oklahoma. If any provision of this Agreement is declared unenforceable, the other provisions herein will remain in effect.
15. **DISPUTE RESOLUTION:** Either party will have the right to cause any dispute between us to be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or the rules of such other recognized third party as the parties may agree. The decision to refer a dispute to arbitration will not preclude either of us from seeking appropriate injunctive relief in court if necessary to prevent irreparable harm. The prevailing party in any legal or arbitration proceeding will be entitled to recover all of its costs and expenses, including reasonable attorneys' fees.

Client Initials:

Date:

/ /

3. **PERSONNEL SERVICES (Holly Nevels)**

- a. Oklahoma State School Boards Association (OSSBA) Service Agreement for Unemployment Services
- b. Kelly Services Work Force and Staffing Solutions Agreement for Employment and Management of Guest Teacher Services

**MANAGEMENT
EMPLOYMENT SERVICE AGREEMENT**

This Service Agreement is made this ____ day of _____, 2024, by and between Norman Public Schools (hereafter, "School") and Oklahoma State School Boards Association Employment Services Program (hereafter, "OSSBA").

The Board of Education of the School has voted to join the OSSBA Employment Services Program for the 2024-2025 school year and agrees to pay OSSBA an administrative fee in the amount equal to \$6.50 per employee.

Payment: During the term of this Service Agreement, *at the beginning of each calendar quarter, OSSBA will issue an invoice* to the School for an amount equal to a quarter of the total annual administrative fee. Upon receipt, the School shall pay the full amount invoiced. OSSBA records indicate 2223 school employees, for a total annual administrative fee of \$14,449.50.

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

- 1) Providing complete legal representation by an Oklahoma licensed attorney in all aspects of the unemployment claims process before the Oklahoma Employment Security Commission (hereafter "OESC");
- 2) Auditing the payment of all unemployment claims to ensure the minimum is paid and any overpayments are recovered;
- 3) Providing quarterly reports of unemployment claims and amounts paid by the OESC to Claimants on the School's behalf;
- 4) Providing up-to-date Legislative and Administrative Law Updates to keep the School informed of changes that affect unemployment claims and costs; and
- 5) Providing opportunities for employment training and information.

Information Access: The School will grant to OSSBA Third Party Administrator (TPA) access rights to the School's EZ Tax Express Account administered by the Oklahoma Employment Security Commission (OESC) in order for OSSBA to appropriately administer School's unemployment claims and assist with financial accounting and quarterly contribution reporting. Further, the School agrees to provide OSSBA with access to other information systems administered by the OESC if access is deemed necessary to process unemployment claims on School's behalf.

Term of Agreement: This Service Agreement will be effective for the 2024-2025 fiscal year which ends on June 30, 2025. This Service Agreement may be renewed for a subsequent fiscal year by the Board of Education of the School taking such necessary action.

Revision or termination of Agreement: Either party may revise this Service Agreement with 60 days' written notice to the other party. If either party does not fulfill what it has agreed upon in the above terms, then termination may be made within 30 days' written notice to the other party.

Signed:



Shawn Hime
OSSBA Executive Director

04/25/2024

Date

School Board President or Designee
Norman Public Schools 6775

Date

**EXHIBIT A
PRICING FOR KELLY EDUCATION**

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Staffing between Kelly Services, Inc. and Norman Public Schools dated August 1st, 2024. The pricing in Exhibit A is confidential and proprietary to Kelly.

1. Types of Assignments; Pricing

The Assigned Employees will be assigned to the following positions and at the following rates:

Position	Pay Rate	Pay Type	Markup	Bill Rate
Non Certified Teacher (HS Diploma +)	\$85.00	Daily	1.310	\$111.35
Certified Teacher	\$100.00	Daily	1.310	\$131.00
Paraprofessional/TA	\$10.00	Hourly	1.310	\$13.10
SPED Non Certified Teacher (HS Diploma +)	\$85.00	Daily	1.310	\$111.35
SPED Certified Teacher	\$100.00	Daily	1.310	\$131.00
SPED Paraprofessional	\$10.00	Hourly	1.310	\$13.10
Early Childhood Non Certified (HS Diploma +)	\$85.00	Hourly	1.310	\$111.35
Early Childhood Certified	\$100.00	Hourly	1.310	\$131.00
Early Childhood Paraprofessional	\$10.00	Hourly	1.310	\$13.10
Librarian Non Certified Teacher (HS Diploma +)	\$85.00	Daily	1.310	\$111.35
Librarian Certified Teacher	\$100.00	Daily	1.310	\$131.00
Long Term Teacher - LT Rate Day 1	\$145.00	Daily	1.310	\$189.95
Long Term Building Substitute	\$174.00	Daily	1.310	\$227.94

2. Pricing for Hiring a Kelly Assigned Employee

Customer agrees to pay a placement fee upon hiring the Kelly Assigned Employee to work in full- or part-time position of employment with the Customer. The placement fee is based on days worked. The fee schedule is set forth below.

1 – 30 days worked	\$9,000
31– 60 days worked	\$5,000
61 – 90 days worked	\$3,500
90+ days worked	\$1,000

Kelly will not charge Customer a placement fee for transition of Customer recruited or transitioned employees.

3. Pricing for Hiring a Direct Hire Candidate

If the Customer hires a candidate referred to it by Kelly for direct hire by Customer, the Customer agrees to pay a direct placement fee of \$9,000. A Direct Hire is defined as a person who has not been in the employ of Kelly or the school/district prior to being hired by the school/district to fill a targeted open position.

KELLY SERVICES, INC.

Norman Public Schools

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

4. **BUSINESS SERVICES (Brenda O'Brian and Tyler Jones)**

- a. BancFirst Insurance Services Inc. Agreement for Risk Management Consulting
- b. Constellation Newenergy - Gas Division, LLC Agreement
- c. Integrated Register Systems, Inc., dba InTouch Receipting Software License and Support Agreement Addendum
- d. Pension Solutions Third-Party Administration expense proposal for Norman Public Schools Single Vendor 403(b) Plan
- e. FrontLine Technologies Group LLC, dba Frontline Education Master Services Agreement for Software and Services
- f. Sodexo Operations, LLC Contract Renewal Amendment for School Year 2024-2025

Risk Management Consulting Agreement

THIS CONSULTING AGREEMENT (this "Agreement") is made on **March 20th, 2023** (the "Effective Date"), by and between BancFirst Insurance Services, Inc., located at 13230 Pawnee Dr. Ste. 205 in Oklahoma City, OK 73114 ("Consultant") and Norman Public Schools, with primary offices located at 131 S. Flood Ave. Norman, OK 73069 ("Client"). Consultant and Client are sometimes referred to herein individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Consultant is in the business of Risk Management and providing related services;
and

WHEREAS, Client desires that that Consultant provide such services for Client;

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements and covenants contained in this Agreement, Consultant and Client agree as follows:

AGREEMENT

1. Scope of Services

1.1 Scope of Services. Subject to the terms of this Agreement, Client agrees to engage Consultant for (a) the performance of tasks and services (collectively the "Services") described in the scope of work attached to this Agreement as Exhibit A (the "Scope of Work") and (b) the delivery of the tangible work product (collectively the "Deliverables") described in the Scope of Work (the Services and Deliverables being referred to collectively in this Agreement as the "Work"). Consultant accepts such obligations. This Agreement applies only to Services identified in the Scope of Work. Any additional services or work product may be provided by Consultant to Client only upon mutually agreed terms set forth in a separate agreement by the Parties.

1.2 Fees; Reimbursement of Expenses. Client shall pay to Consultant the fee(s) described in Exhibit B of this Agreement (the "Fees") with payment being made in the manner described on Exhibit B. The Fees shall be the only payments made by Client to Consultant under this Agreement. Unless otherwise indicated in Exhibit B, Consultant shall issue an annual invoice to Client for the Work performed under the terms of this Agreement. Unless otherwise indicated in Exhibit B, payment for work shall be due within 30 days of the Client's receipt of the applicable invoice.

2. Term & Termination

2.1 Term. The term of this Agreement shall commence on July 1st, 2023, the Effective Date and shall continue in effect until June 30th, 2024 unless earlier terminated pursuant to Section 2.2 below or extended by agreement of both parties. Thereafter, the agreement will be renewed for (2) consecutive (1) year terms at the fee shown in section Exhibit B.

2.2 Termination. This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) Effective upon six (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

2.3 Rights Upon Termination.

a) Upon the termination of this Agreement, Client shall pay to Consultant, in accordance with the payment terms set forth in this Agreement, any Fees owed under this Agreement for Work actually and fully performed by Consultant for Client prior to such termination. No other amount shall be due from Client.

b) Upon termination of this Agreement, all of the rights and obligations of the Parties shall terminate, except that termination of this Agreement shall not relieve Client from any liabilities resulting from a breach of this Agreement which occurs prior to the termination.

3. **Disclosure and Record Keeping**

3.1 Full Disclosure. Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.

3.2 Record Keeping. Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

4. **Ownership of Work Product**

4.1 Work Product. The term "Work Product" as used in this Agreement, means any Deliverables created by Consultant, either alone or jointly with others, in furtherance of the objective of performing the work as described in this Agreement.

4.2 Ownership of Work Product. Client agrees that any and all Deliverables conceived, written, or created for performance of Work under this Agreement shall be jointly owned by the Consultant and the Client. Both Consultant and Client have the right to use jointly owned Work Product for their own purposes, not in connection with Work provided to Client by Consultant.

5. **Consultant Personnel.** Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause.

6. **Client's Responsibilities.** Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. Consultant acknowledges that the time of Client's personnel is limited and agrees to use such time reasonably and judiciously.

7. **Indemnification**

7.1 Indemnification. Client shall hold harmless and indemnify Consultant from and against all claims, demands, damages and costs, including reasonable attorneys' fees, caused by or resulting from any of the following: (a) the negligence or willful misconduct of Client in the performance of Work; (b) the breach by Client of its obligations under this Agreement; (c) the Client's failure to comply with any and all applicable federal, state, regional and local laws, ordinances, statutes, rules and regulations; or (d) any defect or deficiency in the Services or Deliverables under this Agreement attributable to the Client.

8. Independent Contractor. Consultant and Client shall at all times be independent Parties. Neither Party is an employee, franchisee, agent or partner of the other; neither Party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. This Agreement does not create a joint venture between the Parties. The employees, methods, facilities and equipment of each Party shall at all times be under the exclusive direction and control of that Party.

9. Miscellaneous

9.1 Entire Agreement. This Agreement, including the recitals set forth above and the Exhibits attached to this Agreement, all of which are incorporated into this Agreement by reference, constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. Any other prior warranties, agreements, correspondence, discussions, negotiations and understandings of the Parties are hereby superseded. No amendment, waiver or modification of this Agreement shall be valid unless made in writing and signed by both parties.

9.2 Severability. The Parties hereby acknowledge and agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and all rights and obligations of the Parties shall be construed and enforced accordingly.

9.3 Binding Effect. This Agreement shall be binding upon both Parties and shall bind successors, permitted assigns and legal representatives.

9.4 Headings. Headings contained in this Agreement are for inserted purposes of convenience of reference only and shall not constitute a part of this Agreement.

9.5 Assignment. Client may not assign or transfer any of its rights under this Agreement without the prior written consent of Consultant. Client acknowledges that its obligations under this Agreement are personal to Consultant and that it shall not subcontract any Work and/or any of its rights or obligations hereunder without first receiving prior approval from Consultant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

BancFirst Insurance Services, Inc.

By: Sean Shadid
(Signature)

Name: Sean Shadid
(Print)

Title: Executive Vice President

Date: 3/15/23

Norman Public Schools

By: Cindy Nashert
(Signature)

Name: Cindy Nashert
(Print)

Title: Board President

Date: 3-20-23

EXHIBIT A

SCOPE OF WORK

Pursuant to Section 1.1 of the Agreement, Consultant shall perform the following services:

- A. The Consultant will be required to provide ongoing consultant services and serve as an expert resource to the District in matters of the District's property, casualty and liability insurance plans.
- B. Prior to or around the beginning of each fiscal year, submit a service plan identifying goals, objectives, and an action plan.
- C. Assist in risk exposure evaluation, and development of corrective action plans.
- D. Provide the District with safety/loss control services amounting to at least 30 hours annually
- E. Perform other Consultant related services on an "as needed" basis.
- F. Assist the District in conceptualizing, proposing and packaging property, casualty and liability, which are competitive and meet the needs and expectations, within reason, of faculty, staff, administrators, and board members. The Consultant will be required to maintain a high level of knowledge and expertise of these programs and advise the District on matters related to changes and modifications to State Law and regulations related to the respective programs.
- G. Analyze claims risk, provide statistical analysis of claims, forecasting and perform calculative aggregate risk analysis, analyze the respective plan documents and provisions for compliance with state and federal laws, and furnish strategies for maximizing benefits and mitigating expenses and costs related to the plan. The Consultant will be required to conduct market research on property, casualty and liability coverage and recommend policy packages.
- H. At the direction of the District, develop and prepare insurance coverage specifications and market programs prior to expiration of policies, indicating in writing (assigned, if applicable) markets being approached, coverage and deductible/retention options being considered and develop, prepare and issue and evaluate bids for coverage. When directed by the District, the Consultant will be required to develop and prepare bid specifications for new or replacement products and source said products through a request for proposal or other competitive means.
- I. Evaluate proposals, pricing, services, coverage, and qualifications of the proposals, and make a recommendation to the District on changing providers and/or coverage.
- J. Develop agreements and all collateral documents necessary to execute an agreement with the vendors. Additionally, the Consultant will be required to analyze, modify, and recommend appropriate contract language associated with the desired coverage for all insurance products recommended and purchased by the District.
- K. Provide renewal and unbiased alternate insurance proposals no later than 30 days prior to expiration of the current policies unless otherwise agreed by both parties.
- L. Prepare and present an annual report describing coverage, exposure, and premium charges with recommendations outlining options to contain costs without sacrificing coverage for potential catastrophic loss.
- M. Provide a market forecast by line of coverage during the District's budgeting period.
- N. Obtain from the District the necessary information and prepare applications required by insurers
- O. Verify the accuracy and adequacy of policies, endorsements, coverage, and premiums, noting in writing any variations from the previous year, or for conformance with specifications and any negotiations conducted with underwriters.
- P. Assist in determining proper limits and coverage for exposures common to school districts and specific to the District
- Q. Assess insurance company stability, solvency, and service records.
- R. Deliver insurance policies or binders during term of coverage.
- S. Accurately amend polices, as needed, and provide amendments to the District accordingly.

- T. Upon request, provide timely, written interpretation of coverage.
- U. Provide policy maintenance, and issue binders and certificates when required
- V. When requested, assist in ascertaining replacement cost value for property.
- W. Review insurance carrier recommendations for appropriateness
- X. Assist with excess carrier reporting requirements, report claims to insurers and re-insurers, as appropriate, and assist in obtaining recoveries from the insurers
- Y. Obtain quarterly updated loss summaries from excess insurers for prior and current policy periods (not required from carriers with no open claims).
- Z. On an annual basis, or more frequently if requested by the District, perform an audit of excess carrier claim management to assess reserving practices and overall performance of claims administration.
- AA. It is anticipated that the Consultant will meet with District personnel no less than once per quarter, but more frequently during the renewal season. The Consultant will be expected to work directly with the Chief Financial Officer, Chief Operating Officer and Chief of Human Resources. The principal contact with Norman Public Schools will be the Chief Financial Officer who will coordinate the property, casualty and liability insurance for the District.

EXHIBIT B

FEES

**SCHEDULE OF PROFESSIONAL FEES
INSURANCE CONSULTING AND BROKERAGE SERVICES**

Fixed Fee for Period July 1, 2022 through June 30, 2023: \$ 130,000

Fee will remain for the two years following this agreement and the fixed fee will not increase or decrease during the duration of this agreement.

Note that above fees do not include actuary services, to the extent Client utilizes them. In addition, the above fees do not contemplate any special projects that would be billed incrementally to the annual retainer fee.

All commissions and override fees earned or received by the agency/broker shall be returned to the District in the form of an invoice credit off the fixed service fee or a direct payment. The net cost/expense to the District shall be the fixed service fee stated hereon less all commissions and override fees earned by the broker/agent.

I, the undersigned, have been duly authorized to act as an agent on the behalf of the firm and hereby submit this pricing in accordance with the terms and conditions of the agreement. I, the undersigned, further understand that this is a firm bid inclusive of all work to be performed in accordance with the scope of work as specified in the agreement.

<u>BancFirst Insurance Services</u>	<u>Sean Shadid</u>
Company/Firm	Print Name of Representative
<u>Sean Shadid</u>	<u>3/15/23</u>
Signature of Representative	Date

This Rider (“**Rider**”) is effective July 1, 2024 (“**Rider Effective Date**”), is made a part of that certain natural gas agreement entered into on June 3, 2024 (“**Master Natural Gas Agreement**”) by and between Constellation NewEnergy – Gas Division, LLC (“**CNEG**”) and I 29 of Cleveland County (Norman Public Schools) (“**Customer**”), and is subject to all of the provisions, terms and conditions of such Master Natural Gas Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Natural Gas Agreement. The purpose of this Rider is to set forth the specific terms and conditions related to the services performed by CNEG for Customer’s facilities (“**Facilities**”). In the event of a conflict between a TC (if any), this Rider and the Master Natural Gas Agreement, the terms of the documents shall govern in the order presented in this sentence.

1. SERVICES. CNEG will provide on an exclusive basis, and Customer will pay for, the services set forth below (collectively, the “**Services**”). As of the Rider Effective Date, the following Facilities are receiving the Services:

Facility Location	Utility	Utility Account Number	CNEG Customer ID
131 S FLOOD AVE, NORMAN, OK 73069-5463	ONG	211218967 1895721 021	RG-121675
911 W MAIN NORMAN, NORMAN, OK 73069-6920	ONG	210221320 1206746 021	RG-121676
4100 N HIGHWAY 77, NORMAN, OK 73069-8236	ONG	211209359 1887113 021	RG-121677
215 N PONCA AVE, NORMAN, OK 73071-5826	ONG	210220191 1205730 021	RG-121678
1133 W MAIN ST, NORMAN, OK 73069-6976	ONG	211218964 1895717 021	RG-121679
2000 W BROOKS ST, NORMAN, OK 73069-4204	ONG	210212664 1199037 021	RG-121680
125 VICKSBURG AVE, NORMAN, OK 73071-2428	ONG	210217935 1203635 021	RG-121681
520 WYLIE RD, NORMAN, OK 73069-5348	ONG	211207729 1885569 021	RG-121682
250 N COCKREL AVE, NORMAN, OK 73071-6012	ONG	211211832 1889436 021	RG-121684
621 SUNRISE ST, NORMAN, OK 73071-2531	ONG	211217022 1893886 021	RG-121685
500 N SHERRY AVE, NORMAN, OK 73069-6840	ONG	211218001 1894779 021	RG-121686
500 JAMES DR, NORMAN, OK 73072-6548	ONG	210217000 1202923 021	RG-121687
425 NE 12 AVE, NORMAN, OK 73071-5241	ONG	211212959 1890479 021	RG-121688
817 DENISON DR, NORMAN, OK 73069-7553	ONG	211206826 1884783 021	RG-121689
1601 MCGEE DR, NORMAN, OK 73072-5855	ONG	210211985 1198405 021	RG-121690
600 PARKSIDE RD, NORMAN, OK 73072-4200	ONG	211217310 1894130 021	RG-121691
1919 W BOYD ST, NORMAN, OK 73069-4829	ONG	210220194 1205733 021	RG-121692
1809 STUBBEMAN AVE, NORMAN, OK 73069-8659	ONG	213601799 1209944 021	RG-43047794
600 48TH AVE SE, NORMAN, OK 73026-0800	ONG	213601837 1204183 021	RG-43047795
728 S FLOOD AVE, NORMAN, OK 73069-4555	ONG	210211117 1197591 021	RG-43311998
4250 W TECUMSEH RD, NORMAN, OK 73072-1709	ONG	210219472 1205034 021	RG-43311999
601 MEADOW RIDGE RD, NORMAN, OK 73072-3901	ONG	212905863 2522810 021	RG-43312179

a. Account Management:

i) CNEG shall supply Customer's natural gas requirements as per the terms of the Master Natural Gas Agreement, this Rider and any related Transaction Confirmation(s). Customer shall take all reasonable steps necessary to appoint CNEG as Customer's agent with the utility to receive Customer usage and account information, where applicable, for the Facilities.

ii) CNEG will designate an Account Manager to provide the Services as described herein. The Account Manager will serve as the Customer's point of contact and manage the relationship between CNEG and the Customer.

iii) Customer will be provided a unique username and password to access CNEG's secured web-based portal. Account specific information and reports can be viewed, downloaded and printed. Examples of account specific reports that may be available include: (a) periodic analysis reports, (b) daily usage histories, (c) invoices, (d) Transaction Confirmations, (e) monthly usage and peak day analysis, and (f) market based information. All market based information can also be viewed and printed from the secure online platform. Examples of market based information may include: (a) Daily and Weekly Market Intelligence, (b) Natural Gas Settlement History, and (c) Natural Gas Futures Update.

iv) Annual energy conferences and periodic webinars will be provided covering the latest information on the energy markets, regulatory and legislative changes, and product and service developments.

b. Natural Gas Portfolio Management:

i) CNEG will establish a natural gas portfolio to manage Customer's risk and exposure to natural gas price volatility. The portfolio will be comprised of a combination of the Managed Portfolio Index Price for utility citygate delivered gas and optional fixed price transactions. As used herein, "**Managed Portfolio Index Price**" is a combination of CNEG's monthly and daily spot commodity cost of gas, all related interstate pipeline charges required to deliver gas to the utility city gate, the cost of the Services as described herein, plus a reasonable market based margin. The Managed Portfolio Index Price does not include the cost of local distribution or other utility imposed charges which are billed to the Customer by the utility and directly paid by Customer to the utility, unless otherwise agreed upon in writing.

ii) CNEG will manage potential Customer usage imbalances by forecasting usage daily and then adjusting deliveries accordingly based upon the needs of the Customer, the position of CNEG's overall pool of customers behind the applicable city gate ("**Pool**") and taking into account whether the utility is daily or monthly balanced, or both.

iii) The Managed Portfolio Index Price will apply to all gas consumed by Customer that is not covered under a separate pricing arrangement with CNEG.

c. Operational Flow Order ("OFO") Management. During an OFO, CNEG will use commercially reasonable efforts to deliver to Customer daily gas volumes in order to comply with utility's OFO requirements by basing Customer's gas usage on (i) Customer's utility defined peak day volume (Maximum Daily Quantity or MDQ), (ii) Customer's historical daily usage where available, and/or (iii) other information previously provided by the Customer. Variations in the volumes of gas delivered to Customer because of an OFO that are above or below the nomination in any month will be charged or credited to Customer at "**Market Price**", which is a per MMBtu price comprised of (i) the spot commodity cost of gas as determined by CNEG in its reasonable discretion, plus (ii) all related interstate and intrastate pipeline charges required to deliver gas to the Delivery Point, plus (iii) a reasonable market based margin. Market Price does not include the cost of local distribution or other utility imposed charges, including but not limited to utility or pipeline balancing charges unless otherwise agreed upon.

2. TERM, TERMINATION. The initial term of this Rider will commence upon the Rider Effective Date and will continue for a period of 12 months thereafter (the "**Initial Term**"). This Rider will be extended and renewed for additional 12 month periods automatically, unless terminated by either party upon 60 days written notice to the other party delivered to each party's respective notice address prior to the renewal date. For the avoidance of doubt, Customer acknowledges and agrees that CNEG is performing the Services as an adjunct to the provision of gas under the Master Natural Gas Agreement, and as such if either party has the right to terminate all or a portion of the Master Natural Gas Agreement in regard to the provision of such gas, that shall be a basis to terminate this Rider as well. CNEG shall have no obligation to continue to provide Services if CNEG is no longer supplying gas to Customer under the Master Natural Gas Agreement.

3. IMPLEMENTATION OF RECOMMENDATIONS.

a. Any report or other communication provided to Customer regarding the Services described hereunder ("**Reports**") is not to be construed as an offer to sell or a solicitation of an offer to buy electric power, natural gas, coal, fuel oil or any other energy commodity. These Reports are provided to the Customer for informational purposes only and should not be construed as advice regarding the purchase or sale of exchange-traded futures, options contracts or energy commodities. Any such Report is based, in part, upon factual information obtained from sources believed to be reliable, but the accuracy of such information is not guaranteed. Past performance is not necessarily indicative of future results. Furthermore, the forward-looking information and analysis that may be contained in any such Report may be based upon: (a) a number of viable factors and assumptions that are constantly changing and (b) CNEG's subjective judgments and opinions. Such information will be provided as of the date of any such report (with no obligation on CNEG's part to update) and is subject to change. Reliance upon any such information and analysis in such a Report for decisions is at the sole risk of Customer.

b. It is understood and agreed that the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, Customer, and Customer acknowledges that CNEG is not in the business of giving, and does not offer hereunder, legal or tax advice regarding the desirability, suitability, legality or enforceability of any implementation of such advice or recommendations. In connection with its Services hereunder, CNEG shall be entitled to rely on all decisions and approvals of Customer. CNEG is not acting in the capacity of a broker, dealer, seller, fiduciary or investment advisor of securities or commodities of natural gas, electricity or other energy products or resources. Customer acknowledges that the price it may ultimately pay for gas or other energy commodities as a result of Customer's implementation of advice or recommendations provided by CNEG as part of the Services may not be as favorable as the prices Customer otherwise would have paid had it not implemented such advice due to a variety of factors, including unpredicted market fluctuations, unanticipated changes to energy commodity usage patterns and volumes, and/or other uncontrollable or unanticipated causes.

4. LEVEL OF SERVICE AND DELIVERY POINT. All deliveries of gas pursuant to this Rider will be on a Firm basis and the Delivery Point will be Customer's utility citygate; provided, however, to the extent that Customer owned transportation capacity is used to deliver natural gas to the Customer, the Delivery Point shall be the receipt point of such capacity.

This Rider shall not be binding or enforceable against CNEG unless and until signed by an authorized representative of CNEG. This Rider may be executed by facsimile and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES.

CNEG

Sign: *Amanda Stewart*

Print Name: Amanda Stewart

Print Title: Vice President- Retail Ops

CUSTOMER

Sign:

Print Name: _____

Print Title: _____

I 29 of Cleveland County (Norman Public Schools) (“**Customer**”) and Constellation NewEnergy – Gas Division, LLC (“**CNEG**”) enter into this Natural Gas Supply Agreement, including the attached General Terms and Conditions (the “**Natural Gas Agreement**”) effective June 3, 2024 (the “**Effective Date**”). Generally, the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to CNEG, unless the context clearly requires otherwise. This Natural Gas Agreement is intended to govern the purchase and sale of natural gas and related services (“**Gas**”) between us, each a “**Transaction**,” which may be memorialized in a transaction confirmation (“**TC**”) that is subject to this Natural Gas Agreement. Both of us may further agree to implement certain strategies or services which will be set forth in a Rider signed by both of us (each a “**Rider**”). If a conflict arises between (i) a TC, (ii) a Rider, or (iii) the Natural Gas Agreement, the terms shall govern in the priority listed in this sentence. All TCs and Riders together with this Natural Gas Agreement form a single integrated agreement and are sometimes herein collectively referred to as the “**Agreement**”.

Purchase and Sale of Natural Gas. You will purchase from us and we will supply, or cause to be supplied, the Contract Quantity for your Facilities as specified in a TC or Rider, subject to the terms and conditions of the Agreement. You authorize us to enroll the Facilities with the Utility so that we can supply those Facilities. You will take such actions as we request to allow us to enroll the Facilities in a timely manner. You authorize us to take such actions we deem necessary to enroll the Facilities with the Utility as Facilities to be served by us and otherwise meet our obligations under this Agreement, including executing on your behalf any documents necessary to effectuate any Facility enrollment or election, undertaking the management of any storage or transportation capacity allocated to you by the Utility or other transporter(s), disposing of storage balances, adding or deleting Facilities as necessary, and receiving Usage Nominations from the Utility relating to your Gas requirements. We shall deliver the Contract Quantity to the Delivery Point(s) where risk of loss and title shall transfer to you. You agree that we may select such sources and service levels of Gas as we deem appropriate to meet our obligations under the Agreement. Our delivery obligation and your receipt obligation under this Agreement shall be set forth on a TC or Rider as Firm, Secondary Firm, Interruptible, or otherwise as agreed in the Transaction.

Term. This Natural Gas Agreement will commence on the Effective Date and will continue until terminated by either of us upon thirty (30) days written notice; provided any TC or Rider will continue to be governed by this Natural Gas Agreement until the TC or Rider has been separately terminated or expired. CNEG shall not be liable for any failure to enroll or drop a Facility by any applicable start and end date(s) set forth in the TC or Rider due to circumstances beyond its control.

Transaction Confirmation Procedure. You may enter into Transactions with us at any time by written transmission, electronic transmission, facsimile or other written record, or verbally, in person or by telephone (which we both acknowledge may be on a recorded telephone line) with the offer by one party and acceptance by the other party constituting our legally binding agreement. Nothing in this Agreement shall obligate either of us to enter into a Transaction at any time and your mere request to purchase Gas from us hereunder shall not constitute acceptance until we have clearly accepted such offer. Any applicable requirement that a Transaction be “in writing” and “signed” shall be deemed to have been satisfied by this Natural Gas Agreement, by our signatures below and our express agreement to these procedures. You agree that CNEG shall have the exclusive right to confirm any Transaction by sending you a written TC, in the form attached hereto as Exhibit A or otherwise, by facsimile, electronic transmission or other means. Notwithstanding any provision to the contrary in this Agreement, failure to send a TC shall not invalidate a Transaction agreed to by both of us. All agreed upon Transactions shall be subject to the terms and conditions of this Natural Gas Agreement, and each TC is incorporated herein. **If we send a TC and you fail to object in writing to any term in the TC within two (2) business days, the TC shall constitute the definitive written expression of the Transaction.**

Price. You will pay the price for Gas (the “**Contract Price**”) as set forth in the applicable TC or Rider. To the extent (a) there are beginning of the month nominated volumes where the price is not fixed, (b) a Facility requires additional gas in excess of the nominated or fixed quantities set forth in a TC or Rider, or (c) a Facility continues to receive Gas from us beyond the term of the TC or Rider (where such Gas will be considered month to month), all such Gas will be priced at the Market Price. In addition to the Contract Price or Market Price, as applicable, you will be responsible to pay all such other amounts related to effectuating Transactions and the purchase and delivery of Gas, which will include, but not be limited to, amounts for (i) Taxes related in any way to the Contract Price, any services provided or the Gas at and after the Delivery Point, and (ii) transportation charges at and after the Delivery Point and related Taxes, which may be billed separately by the Utility.

Your Invoice. Your invoices will contain all CNEG charges applicable to Gas usage, including Taxes (which are passed through to you). **If you are exempt from any Taxes, you shall provide CNEG with any state and/or local exemption certificate prior to the issue date of your first invoice.** If you are eligible for and have elected to receive a single bill from us (“**CNEG Consolidated Billing**”), we will invoice you for all Utility charges and related Taxes. Otherwise, the Utility will invoice you for all Utility Charges and related Taxes. All amounts charged are due in full 10 days from receipt of invoice or such other date set forth in a Rider. Invoices will be based on actual data provided by the Utility, provided that if we do not receive actual data in a timely manner, we shall have the right to invoice you based on estimated information. Once actual data is received, we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the Utility until we receive such payments.

CNEG Notice Information:

9400 Bunsen Parkway, Suite 100, Louisville, KY 40220
Attention: Contracts Administration
Telephone: (502) 426-4500 Facsimile: (502) 214-6381
Email: #CNEGasContracts@constellation.com

Customer Notice Information

Attention: Brenda Burkett_O'Brian
Title: REPRESENTATIVE
Address: 131 SOUTH FLOOD AVENUE, NORMAN, OK 73069
Phone: 4053665801
Facsimile: 4053665851
Email: brendab@normanps.org

For Invoices (if different from Notice Information)

Attention: Roberta White
Title: Accounts Payable
Address: 131 S Flood Ave, Norman, OK 73069-5463
Phone: +14054476557
Facsimile:
Email: rwhite@normanps.org

For Transaction Confirmations (if different from Notice Information)

Attention: Brenda Burkett_O'Brian
Title: REPRESENTATIVE
Address: 131 SOUTH FLOOD AVENUE, NORMAN, OK 73069
Phone: 4053665801
Facsimile: 4053665851
Email: brendab@normanps.org

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES.

CNEG

Sign: *Amanda Stewart*

Print Name: Amanda Stewart

Print Title: Vice President - Retail Ops

CUSTOMER

Sign:

Print Name: _____

Print Title: _____

GENERAL TERMS AND CONDITIONS

1. Definitions.

“Contract Quantity” means the quantity of Gas to be delivered and received as agreed in the applicable TC or Rider.

“Delivery Point(s)” means the city gate interconnection between the Utility and the upstream transporter or such other delivery point(s) as are agreed in a TC or Rider. However, to the extent that you own transportation capacity, which is used to deliver Gas to you, the Delivery Point shall be the receipt point of such capacity.

“Facility” means your facility or Utility account to which CNEG is providing Gas under this Agreement (collectively, the **“Facilities”**).

“Firm” means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure.

“Interruptible” means deliveries and receipts may be interrupted at any time for any reason except for Customer’s obligation to take and pay for gas it nominates and CNEG’s obligation to honor the price set forth in the TC.

“Market Price” means a price comprised of (i) the spot commodity cost of Gas as determined by us in our reasonable discretion, (ii) all related interstate and intrastate pipeline charges required to deliver Gas to the Delivery Point, and (iii) a reasonable market based margin.

“Secondary Firm” means deliveries and receipts will be on a commercially reasonable efforts basis. We may interrupt its performance without liability to the extent that one or more of the following conditions are present: i) Force Majeure; ii) curtailment by your Utility; iii) curtailment of supply by a Gas supplier; iv) curtailment of storage by a storage provider; v) curtailment of transportation by a transporter, including, but not limited to, transportation between secondary firm points; vi) recall of transportation capacity release by its releasor; or vii) curtailment of Gas production behind a specific meter. If we interrupt for any other reason, your exclusive remedy shall be that you may recover damages as provided in Section 2.

“Taxes” means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of Gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, commercial activity or other privilege tax, and any other tax (whether in effect as of the Effective Date of this Agreement or thereafter) imposed by any governmental entity.

“Usage Nomination” is your nomination of your expected Gas requirements, including without limitation (i) any such nomination by the Utility with respect to your Facilities, (ii) any such nomination made by us as provided in this Agreement or any TC or Rider.

“Utility” means the local Gas distribution utility owning and/or controlling the distribution system required for delivery of Gas to the Facilities.

2. Failure to deliver or receive Gas. The sole and exclusive remedy of the parties in the event of a breach of an obligation to deliver or receive Gas (other than Interruptible) shall be the following: If we fail to deliver Gas for a reason other than your breach, we shall pay you the **“Replacement Cost,”** which is the amount you actually pay to replace the undelivered Contract Quantity less the amount you would have paid under this Agreement for such Contract Quantity. (b) If you fail to receive Gas for a reason other than our breach, you shall pay us the **“Revenue Loss,”** which is the amount that we would have received for the sale of the unreceived Contract Quantity pursuant to this Agreement less (i) the amount we actually receive in an alternate sale, plus any incremental costs, or (ii) if no alternate sale takes place, the amount we would have received by reselling such Contract Quantity at spot market prices at or near the Delivery Point(s), as we determine in a commercially reasonable manner. Both of us shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to equal zero.

3. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us in an amount acceptable to us immediately following our demand if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other

required security (or any increase therein) within three (3) business days of our request.

4. Nomination and Imbalances. (a) If you or the Utility fail to provide us with a Usage Nomination for any month in a timely manner, we may establish a nomination for such month in a commercially reasonable manner based upon your historical usage data available to us. We shall be entitled to rely on any Usage Nominations received from the Utility or that we establish in accordance with this paragraph. Usage Nominations may be made verbally, in writing, by facsimile, or by other electronic transmission. (b) We shall both use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges assessed by a transporter for failure to satisfy the transporter’s balancing and/or nomination requirements (**“Imbalance Charges”**). If Imbalance Charges are incurred as a result of your receipt of quantities of Gas greater than or less than the quantity of Gas confirmed by transporter(s), then you shall be responsible for such Imbalance Charges. If Imbalance Charges are incurred as a result of our delivery of quantities of Gas greater than or less than the quantity of Gas confirmed by transporter(s), then we shall be responsible for such Imbalance Charges.

5. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 3 above; or perform all material obligations under this Agreement (other than a failure to receive gas) and you do not cure such default within five (5) days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement (other than a failure to deliver gas) and do not cure such default within five (5) days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

6. Remedies upon default. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Facilities affected by such default, and switch your Facilities back to Utility service (consistent with applicable regulations and Utility practices); and/or require that you compensate us for all losses we sustain due to your default, including:

- payment of all amounts you owe us for natural gas provided to you;
- when the Agreement is terminated early (entirely or as to certain Facilities), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such natural gas for to a third party under then-current market conditions; and all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement. The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party is required to enter into a replacement transaction to determine or be entitled to a termination payment.

7. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the natural gas and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. **“Law”** means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility or transporter business practices or protocol, Utility or transporter tariff, rule of any commission or agency with federal jurisdiction or jurisdiction in the state in which the Facilities are located. Such additional amounts will be included in your subsequent invoices. The changes described in this Section may change any or all of the charges described in this Agreement.

8. Force Majeure and Transporter Restrictions. **“Force Majeure”** means an event that is beyond either of our reasonable control that prevents either of us from performing our obligations under this Agreement. If a Force Majeure event occurs, then the affected party will be relieved from performance until the situation is resolved. Examples of Force Majeure events include: acts of God, fire, war, terrorism, flood,

earthquake; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of Gas transmission, distribution or supply (including without limitation as the result of an OFO, as defined below); regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under either of our control, such as a Utility. Such events shall not excuse failure to make payments due in a timely manner for Gas we supply. Each of us will use commercially reasonable efforts to give notice (which may be by electronic means) to the other in a timely manner of any operational flow orders or other usage or flow restrictions (“OFO”) from the applicable pipelines or utilities and shall take all required steps to comply with such orders. Each of us will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one of us, then such party shall be solely responsible for any such penalties, charges, fees, costs or expenses. We both agree that OFOs may require one or both of us to buy or sell Gas quantities in the then-current market conditions, which may be appreciably higher or lower than the original pricing.

9. Indemnification. BEFORE TITLE PASSES TO YOU AT THE DELIVERY POINT CNEG SHALL, AND AFTER TITLE PASSES AT THE DELIVERY POINT YOU SHALL, DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES AND COURT COSTS), DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION OR SUITS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, TO THE EXTENT ARISING OUT OF OR RELATED TO THIS AGREEMENT.

10. Limitations. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party’s total liability related to the Agreement, whether arising under breach of contract, tort, strict liability or otherwise, is limited to direct, actual damages. Direct actual damages payable to us will reflect the early termination calculation in Section 6. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CNEG’S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. We will have no liability or responsibility for matters within the control of the Utility, which include maintenance of natural gas pipelines, service interruptions, loss or termination of service or meter readings.

11. Dispute Resolution. This Agreement will be governed by and interpreted in accordance with the laws of THE STATE OF NEW YORK without regard to any choice of law principles. BOTH PARTIES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

12. Relationship of Parties. We are an independent contractor and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decision or action you take is and will be based only upon your own analysis (or that of your advisors) and not on information or statements from us.

13. Confidentiality. Consistent with applicable regulatory requirements, we will keep confidential all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may disclose such information to our affiliates and such affiliates’ employees, agents, advisors, and independent contractors. Except as

otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

14. Miscellaneous Provisions. In the case of CNEG Consolidated Billing, you agree that (i) you remain exclusively liable to the Utility for all Utility charges, (ii) we have no obligation to review Utility charges for accuracy, and (iii) should you dispute Utility charges, that is a matter for you and the Utility to resolve without our involvement. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or email copy of your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Both of us acknowledge that any document generated with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither of us shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, limitations of liability, indemnification and dispute resolution. We shall have the right to set-off and net any amounts owed to you against any amounts you owe us under this Agreement or any other agreement. This Agreement is a “forward contract” and we are a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended (“CEA”). You agree that your purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of Gas for one or more of your Facilities and if any transaction hereunder gives you the right to adjust the Contract Quantity or to require CNEG to provide some other quantity of gas, your election to exercise such right is based on supply and demand factors related to your business. You represent that you qualify as an “eligible contract participant” as the same is defined under the CEA. We will send all notices, invoices and TCs to the address or email provided in this Agreement unless directed otherwise. Your authorization of us to your Utility as a recipient of your gas billing and usage data will remain in effect during the term of this Agreement unless you rescind the authorization upon written notice to us. We reserve the right to cancel this Agreement in the event you rescind this authorization. To the extent you are represented by a broker, agent, association or other third party (collectively, “Broker”), you acknowledges and understand that (i) the broker is your representative and does not represent CNEG, (ii) we may be making a payment to Broker in connection with Broker’s facilitation of you and CNEG entering into a Transaction, and (iii) unless otherwise noted, the Contract Price reflects any fee paid to Broker.

EXHIBIT A – FORM OF TRANSACTION CONFIRMATION*

**The actual Transaction Confirmation entered into between Customer and CNEG may differ from this form to reflect state regulatory and other local requirements and terms applicable to the Facility. This Form of Transaction Confirmation is for illustrative purposes only and CNEG reserves the right to alter the form of this Transaction Confirmation at any time.*

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Retail Natural Gas Supply Agreement effective _____, 20__ (the "Master Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and _____ ("Customer"), and is subject to and made part of the terms and conditions of such Master Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Trade Date:

Buyer:

Seller:

Facility Name:

Delivery Period:

Nature of Parties' Obligation:

Deal Type:

Contract Quantity/Price:

Month/Yr	Contract Quantity (in MMBtu)	Contract Price

Incremental Pricing:

Delivery Point(s):

Utility:

Default Service: To the extent a Facility continues to receive gas from CNEG beyond the Delivery Period, all such gas will be considered month to month purchases and will be priced at the Market Price.

Special Provisions:

This Transaction Confirmation documents an agreement previously reached by authorized representatives of the Parties. Unless disputed by Customer in writing within two (2) business days of Constellation’s execution date, or such time frame as specified in the Master Agreement, it is binding and shall be deemed accepted.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

By: SAMPLE _____
Name: NOT FOR EXECUTION _____
Title: _____
Date: _____



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

Client Name	NORMAN PUBLIC SCHOOLS
Address	131 S. FLOOD
City/State/Zip	NORMAN, OK 73069
Contact Person	BRENDA BURKETT
Contact Phone	405-366-5801
Fax Number	405-366-5851
Email Address	BRENDAB@NORMAN.K12.OK.US

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 or not 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 a 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, 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. R e c i p i e n t 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.

THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR A 12 MONTH PERIOD with paid support agreement and neither party requesting termination.

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 Oklahoma law (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 Tacoma, WA 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:

CLIENT REPRESENTATIVE A: BRENDA BURKETT

CLIENT REPRESENTATIVE B: JANINE WARREN

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

CLIENT:

INTOUCH RECEIPTING

Cindy Nashert
Authorized Signature

arnold mortzheim
Authorized Signature

CINDY NASHERT
Printed Name

Arnold Mortzheim
Printed Name

PRESIDENT
Title

President
Title

4/17/17
Date

Date

Original
to send to
Natalee - scanned
to make to ratification

**Addendum
To
“Software License and Software Support Agreement”
Between
InTouch Receipting and Norman Public Schools**

An Agreement made on April 17, 2017 (the “Effective Date”).

BETWEEN:

Client:

ISD #29 Clvd County
131 S Flood Ave
Norman, OK, 73069

AND

Service Provider:

InTouch Receipting
420 N Meridian Suite A
Puyallup, WA, 98371

Now, therefore, the parties agree to modify, delete and/or include the following terms and conditions in the above referenced agreement/contract. The following provisions and covenants are in addition to prior agreements, and where there is a conflict between provisions of this addendum and the provisions set forth in the Software License and Software Support Agreement (hereinafter referred to as “Service Agreement”) between **ISD #29 Clvd County** (hereinafter referred to as “**Client**”) and **InTouch Receipting** (hereinafter referred to as “**Provider**”) or any other Contract Documents, the provisions set forth herein shall supersede and have full force and effect and become a part of the above referenced contract for all intent and purposes.

**APPLICATION SERVICE AGREEMENT
TERMS AND CONDITIONS**

1. This addendum to the above-referenced Software License and Software Support Agreement is made and entered into by and between Client, a body corporate politic under the laws of Oklahoma, and the Provider.
2. For the purpose of this Addendum, Software License and Software Support Agreement documents referenced above consist of eight (8) pages.
3. The following will be modifications to the Service Agreement (<https://intouchreceipting.com/servicelevelagreements/usservicelevelagreement/v3>):

MODIFICATIONS

1.1 In reference to the Service Agreement, the Parties expressly agree to the addition of the following Sections:

“7. TERM

Article updated:

The Software license granted in this Agreement is valid for the period of time beginning on the earlier of the date you select or the date upon which this Agreement was acknowledged and accepted, and shall be annually renewed by mutual ratification to continue until June 30, 2027 (the "Initial Term"). Upon the expiration of the Initial Term or any renewal term (defined herein) which for the avoidance of doubt shall be June 30 of such year, this Agreement shall automatically renew for a 12-month period beginning on July 1 and ending on June 30 of such year (any such 12-month renewal, a "Renewal Term" and together with the Initial Term, the "Term") so long as Client has continued to make payments under a paid support agreement, and unless sooner terminated. The annual recurring software price as per the purchase order and payment processing transaction fees of 3.79% + \$0.40/transaction will not change during the Initial Term.

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. Further, if this Agreement is terminated by Client prior to the conclusion of the Initial Term (be that through explicit termination of this Agreement or through failure to meet obligations under any paid support agreement entered into between Client and InTouch Receipting), the annual recurring software amount for the full term as described in the purchase order shall be immediately due and payable.

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. **11.**

11. ASSIGNMENT OF AGREEMENT

Article updated:

The Client may not assign, delegate, subcontract or otherwise transfer (including by operation of law or change of control) any or all of its rights or responsibilities under this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment in contravention of the foregoing shall be void. InTouch Receipting may assign, delegate, subcontract or otherwise transfer any or all of its rights or responsibilities under this Agreement in its discretion, provided that the assignee accepts all of the obligations set forth related to such assignment, delegation, subcontract or transfer.

12. SERVICE PROVIDERS

New article inserted:

The Parties agree and acknowledge that certain of the Services are provided in connection with third-party service providers, as may be substituted or added from time-to-time by InTouch Receipting in its sole discretion (collectively, the "Service Providers"). Further, the Parties acknowledge that in certain circumstances InTouch Receipting may be required to engage multiple Service Providers to perform the same Service with respect to different transactions, such as may occur with a migration to a different Service Provider or as necessitated by volume or activity considerations or other circumstances. In order to use those certain Services, the Client must agree to and abide by the terms of service and policies of the applicable Service Providers. By signing this Agreement, the Client accepts and agrees to the terms of service and other policies of the Service Providers, as may be updated from time to time.

Credit and Debit Card Payment Processing. In order to use the credit and debit card payment functionality of InTouch Receipting, you must accept and agree and do accept and agree to these terms and conditions (<https://www.intouchreceipting.com/uspaymentterms>), which incorporate by reference terms and conditions of the applicable third-party Service Providers.

25. AMENDMENTS

New article inserted:

From time to time, we may amend any provision or provisions of this Agreement by sending ninety (90) days' written notice to the Client of the amendment prior to the effective date of the amendment, and the amendment will become effective unless InTouch Receipting receives Client's notice of written termination of this Agreement before such effective date. Except as set forth explicitly herein, no amendment to this Agreement shall be valid unless in writing and signed by an authorized representative of each of the Parties. Notwithstanding the foregoing, the following provisions may be amended from time to time by InTouch Receipting, in its sole discretion, upon thirty (30) days' written notice to the Client:

- (a) any training services and associated costs;
- (b) The URL of the Website"

1.2 In reference to the Service Agreement, the Parties expressly agree to the addition of the following applicable fees to remain constant for the three (3) year period (Initial Term):

Fees/Rates	Applicable Cost
Processing Rate	3.79%
Transaction Fee	\$0.40 per transaction
Chargeback Fee	\$25.00
Anniversary Fee	N/A
Application Fee	N/A
Credit/Interac Debit Authorization Fee	N/A
Batch Fee	N/A
Card Brand Assessment Fee	N/A
Clearing Fee	N/A
Credit Card And Debit Card Minimum Processing Fee	N/A
Account Change Fee	N/A
Monthly Gateway Fee	N/A
Statement Fee	N/A

Online Reporting Fee	N/A
Retrieval Fee	N/A
Any and all other fees listed, not already included	N/A

EXECUTED in duplicate this the ____ day of _____, 2024.

CLIENT:
Norman Public Schools

PROVIDER:
InTouch Receipting

DocuSigned by:

B5E99DC24F4D45A...
Joshua Shuval
Director of Operations and Risk Management



AGREEMENT FOR ADMINISTRATIVE SERVICES

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

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

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

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

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

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

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

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

1. Scope of Services

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

2. Fees

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

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

3. Term

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

4. Confidentiality

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

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

5. Timeliness of Data

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

6. Responsibilities of Plan Administrator

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

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

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

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

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

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

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

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

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

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

7. Administrative Services

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

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

8. Limitation on Liability and Indemnity Provisions

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

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

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

9. General Provisions

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

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

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

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

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

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

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

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

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

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

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

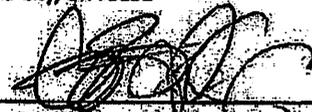
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed and effective the date first written above.

[SIGNATURE PAGE FOLLOWS]

PSI:

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

By:



Geoffrey O. Stallings, President

Board of Education:

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

By:



Cindy Nashert, Board of Education President

District:
(Plan Sponsor and Plan Administrator)

By:



Brenda R. Burkett, Chief Financial Officer

FEE SCHEDULE ADDENDUM

Effective Date: October 1, 2022

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

I. SUMMARY OF FEES AND COSTS

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

TABLE I – SUMMARY OF ADMINISTRATIVE FEES AND COSTS

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

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

FEE SCHEDULE ADDENDUM

II. EMPLOYER/SPONSOR PAID FEES

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

FEE SCHEDULE ADDENDUM

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

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

III. EMPLOYEE/PARTICIPANT PAID FEES

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

FEE SCHEDULE ADDENDUM

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

IV. OTHER FEES AND INDIRECT FEES

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

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

These payments are also disclosed on Nationwide's website:

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

FEE SCHEDULE ADDENDUM

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

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

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

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

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

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

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

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



OVERDUE INVOICE POLICY

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

Effective Date: October 1, 2022

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

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

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

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

Date: 9/26/22



1400 Atwater Drive Malvern, PA 19

05/30/2024

Customer: **Order Form Details:**

Norman Public Schools
131 S FLOOD AVE
NORMAN, Oklahoma, 73069-5463
United States

Account Manager: Daniel Alvisi
Sale Type: Renewal
Quote Currency: USD

Contact: Tyler Jones

Title: CFO

Phone:

Email: tjones3@normanps.org

Pricing Overview **Amount**

Annual Recurring Fees **\$97,295.53**

One-Time Fees **\$30,075.00**

One-Time Fees Itemized Description **Quantity** **Amount**

One-Time Fees Itemized Description	Quantity	Amount
Frontline Implementation	1	\$27,900.00
Custom Virtual Session - Prof Learning Mgmt	1	\$675.00
Historical Transcript Migration	1	\$1,500.00

Annual Recurring Fees Itemized Description **Start Date** **End Date** **Amount**

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Frontline Central Solution	7/01/2024	6/30/2025	\$21,343.13
Frontline Central Solution	7/01/2025	6/30/2026	\$22,303.58
Frontline Central Solution	7/01/2026	6/30/2027	\$23,307.24
Recruiting & Hiring Solution	7/01/2024	6/30/2025	\$21,132.90
Recruiting & Hiring Solution	7/01/2025	6/30/2026	\$22,083.89
Recruiting & Hiring Solution	7/01/2026	6/30/2027	\$23,077.66
Time & Attendance, unlimited usage for internal employees	7/01/2024	6/30/2025	\$20,140.50
Time & Attendance, unlimited usage for internal employees	7/01/2025	6/30/2026	\$21,046.83
Time & Attendance, unlimited usage for internal employees	7/01/2026	6/30/2027	\$21,993.93
Professional Learning Management, unlimited usage for internal employees	7/01/2024	6/30/2025	\$34,679.00
Professional Learning Management, unlimited usage for internal employees	7/01/2025	6/30/2026	\$36,239.56
Professional Learning Management, unlimited usage for internal employees	7/01/2026	6/30/2027	\$37,870.34



1400 Atwater Drive Malvern, PA 19355

05/30/2024

Additional Order Form Information

Special Instructions and Additional Terms

3 year contract, 0% increase 2024, 4.5% increase for 2025 & 2026. After 2024, renewal is upon mutual ratification 7/1

Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

PO Information

PO Status:

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

Professional Services Information

Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.



1400 Atwater Drive Malvern, PA 19355

05/30/2024

Invoicing Schedule	Due Date	Amount
Invoice: One Time	Upon Signing	\$30,075.00
Frontline Implementation		\$27,900.00
Custom Virtual Session - Prof Learning Mgmt		\$675.00
Historical Transcript Migration		\$1,500.00
Invoice: Annual		\$97,295.53
Frontline Central Solution		\$21,343.13
Frontline Central Solution		\$22,303.58
Frontline Central Solution		\$23,307.24
Recruiting & Hiring Solution		\$21,132.90
Recruiting & Hiring Solution		\$22,083.89
Recruiting & Hiring Solution		\$23,077.66
Time & Attendance, unlimited usage for internal employees		\$20,140.50
Time & Attendance, unlimited usage for internal employees		\$21,046.83
Time & Attendance, unlimited usage for internal employees		\$21,993.93
Professional Learning Management, unlimited usage for internal employees		\$34,679.00
Professional Learning Management, unlimited usage for internal employees		\$36,239.56
Professional Learning Management, unlimited usage for internal employees		\$37,870.34



1400 Atwater Drive Malvern, PA 19355

05/30/2024

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>Signature: <u></u></p> <p>Name: <u>William A. O'Shea</u></p> <p>Title: <u>Chief Financial Officer</u></p> <p>Address: <u>1400 Atwater Drive</u> <u>Malvern, PA 19355</u></p> <p>Email: <u>billing@frontlineed.com</u></p> <p>Effective Date: <u>5/30/2024</u></p>	<p>Norman Public Schools</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: <u>131 S FLOOD AVE</u> <u>NORMAN, Oklahoma 73069-5463</u></p> <p>Email: _____</p>
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OKLAHOMA Education

AMENDMENT TO RENEW THE FOOD SERVICE MANAGEMENT COMPANY CONTRACT RENEWAL FOR SCHOOL YEAR 2024-2025

District Name: Independent School District/Norman Public Schools County/District Code: 14-129

Fixed-Price Per Meal/Lunch Equivalency (LE) rate charged for SY2024: \$ 3.78

This amendment is to renew the 23-24 (original year) food service management company (FSMC) contract between Norman Public Schools (district) and Sodexo Operations, LLC (FSMC) for renewal year 2024-2025.

The parties desire to amend the on 6-3-24 (date). The term of this contract shall be for one (1) year beginning on July 1, 2024, and continuing until June 30th, 2025, unless terminated by either party.

The Fixed-Priced per Lunch Equivalency rate for the 2024-2025 school year is \$ 3.94.

The SFA and the FSMC Agreed [] Did Not Agree [X] on a labor transaction fee in the original RFP. If it was agreed by both parties, the amount the FSMC will charge the district if an employee leaves is \$ n/a per employee with a maximum charge of \$ n/a (if applicable, if no max type N/A) if all or most employees leave the district.

The lunch equivalency rate listed above shall not go over the March CPI of 4.2% and will remain unchanged for the 2025 school year. The FSMC will not and cannot change the rate before June 30, 2025, or directly bill the district at any time. Any other amendments or changes to the original contract will need to be sent to the State Agency on school letterhead. If applicable, a transition plan will be sent to the State Agency each month the FSMC takes a new employee.

The price of the meal equivalency rate will change for nonprogram revenue annually. This will always be the current school year free reimbursement rate + meal performance incentive rate + value of USDA Foods.

District Name: Norman Public Schools
Print Name:
Signature:
Title: Board President
Date: 6-3-24

FSMC Name: Sodexo Operations, LLC
Print Name: Allan J. Collins
Signature:
Title: Vice President
Date: 5/31/2024

Fax or email this form to Karen by June 25, 2024. Fax: 405-521-2239; Karen.Davis@sde.ok.gov

(State Use Only)

Approved by:
Date Approved:
Approved by Signature:

Fixed-Priced Per Meal Rate:
FY2024 Lunch Equiv. Rate: \$
(CPI rate) = X 4.2%
FY2025 Lunch Equiv. Rate: \$

5. **INFORMATION SERVICES (Carrie Burkhart)**

- a. Critical Mention Statement of Work User License Renewal
- b. Peachjar 2024-2025 Sixth Amendment to Agreement for Unlimited Use Service for Automated Email Distribution Flyers via School-Specific Web Pages



Renewal Statement of Work

Customer: Norman Public Schools | **Account Representative:** Samantha D'Amore

Term: 7/1/2024 through: 6/30/2025

The Fees and Services provided to Customer under this Renewal Statement of Work ("SOW") are described below.

Standard Feature

User License - Primary	Includes unlimited Login, Search & View
Google Analytics	Connecting to google analytics to display in reports. Includes users by channel, traffic by country etc.
Email Shares	Includes unlimited Email Shares
Reporting (w/Vidfinity)	Includes Report Builder editing module
Analytics	Exportable Analytics charts by media type (including: Mentions and Audience over time, Mention Meter, Market Coverage Map and Word Cloud)

Content Sets

U.S. TV	U.S. National TV Networks & Affiliates, Cable and Independent Stations
Online News	Global Online News Sites, Blogs, and Consumer Review sites/forums
Social	Facebook, Instagram, Twitter & YouTube.

Fee Schedule

TOTAL AMOUNT: \$4,999.00

Price for the Term: 7/1/2024 through 6/30/2025

Renewal Statement of Work

This Renewal Statement of Work ("SOW") is made and entered into between **Critical Mention, Inc.** ("CMI") and **Norman Public Schools** ("Customer") and made part of the SOW (the "Agreement") between CMI and Customer originally dated **7/1/2016**. Should a conflict exist between the terms of this Renewal SOW and the Agreement, the terms of this Renewal SOW shall control.

Extension of Term

The Term is hereby extended by twelve (12) months through 6/30/2025, the "Renewal Term."

Billing & Payment

Customer will be billed annually in advance for the Total Amount shown above for the Renewal Term and will be billed for subsequent Renewal Terms based on the Fee Schedule above, as adjusted for price increases. All payments are due in U.S. dollars within thirty (30) days of the date of each invoice. Late payments are subject to interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law. CMI will notify Customer of any change to the Fee Schedule at least thirty (30) days prior to the effective date of such change, provided that such increase does not apply to the Renewal Term.

Counterparts

This Renewal SOW may be executed in two or more counterparts, and each such counterpart shall be deemed and original thereof.

Severability

If any provision, clause or part of this Renewal SOW, or the application thereof under certain circumstances is held invalid or unenforceable for any reason, the remainder of this SOW, or the application of such provision, clause or part under other circumstances shall not be affected thereby.

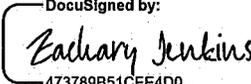
No Other Changes

All other terms and conditions of the SOW remain in full force and effect.

Notes

By signing this SOW, you warrant that you have the authority to enter into this SOW.

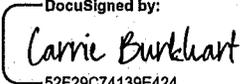
IN WITNESS WHEREOF, the Parties hereto have executed this Statement of Work as of ("Effective Date"): 5/8/2024 | 1:24:22 PM EDT

CMI: **Critical Mention, Inc.**
DocuSigned by:
Signature: 
473789B51CEE4D0...

Name: Zack Jenkins
Title: General Manager, North America

Address: 19 W. 44th Street, Suite 300
City, State, ZIP: New York, NY 10036
Country: United States

Telephone: 212.398.1141
Email: legal@criticalmention.com

Customer: **Norman Public Schools**
DocuSigned by:
Signature: 
52F29C74139E424...

Name: Carrie Burkhardt
Title: Chief Information Officer

Address: 131 S. Flood Ave
City, State, ZIP: Norman Oklahoma, 73069
Country: United States

Telephone: (405) 366-0523
Email: cburkhart@normanps.org

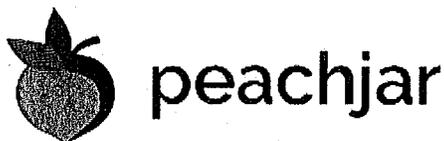
Customer Information**Primary Contact****Billing Contact**

Name: Jacque Evans
Title: Communications Assistant
Address: 131 S. Flood Ave
City, State, ZIP: Norman, Oklahoma, 73069
Country: United States
Telephone: (405) 364-1339
Email: jacquelyn2@normanps.org

Name: Jacque Evans
Title: Communications Assistant
Address: 131 S. Flood Ave
City, State, ZIP: Norman, Oklahoma, 73069
Country: United States
Telephone: (405) 364-1339
Email: jacquelyn2@normanps.org

Subscription User Information

Full Name	Title	Phone	Email Address
Jacque Evans	Communications Assistant	(405) 364-1339	jacquelyn2@normanps.org



15373 Innovation Drive, Suite 160
San Diego, CA 92128

Account Name Norman PS
Bill To 131 S Flood Ave
Norman, OK 73069
US

Created Date 5/16/2023
Quote Number PJ-23041713764
Current Term 6/30/2023
Expiration Date
Revised Term 6/30/2024
Expiration Date

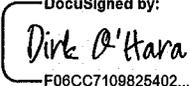
FIFTH AMENDMENT TO AGREEMENT

AMENDMENT TO AGREEMENT

Account Name listed as "the "District" and Peachjar, Inc. hereby agree to modify the Agreement between the parties (the "Agreement") as follows:

1. District and Peachjar mutually agree to extend the term of the Agreement for one year and update the Current Term Expiration Date to the Revised Term Expiration Date as shown above.
2. All other terms and conditions of the Agreement remain the same.

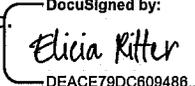
Agreed and acknowledged by the following Authorized Signers:

District
Signature:  F08CC7109825402...

Name: Dirk O'Hara

Date: 6/15/2023

Title: Board President

Peachjar, Inc.
Signature:  DEACE79DC609486...

Name: Elicia Ritter

Date: 6/15/2023

Title: CFO



8697 La Mesa Blvd., Suite C
La Mesa, CA 91942

Account Name Norman PS
Bill To 131 S Flood Ave
Norman, OK 73069
US

Created Date 5/28/2024
Quote Number PJ-24052814201
Current Term 6/30/2024
Expiration Date
Revised Term 6/30/2025
Expiration Date

SIXTH AMENDMENT TO AGREEMENT

AMENDMENT TO AGREEMENT

Account Name listed as "the "District" and Peachjar, Inc. hereby agree to modify the Agreement between the parties (the "Agreement") as follows:

1. District and Peachjar mutually agree to extend the term of the Agreement for one year and update the Current Term Expiration Date to the Revised Term Expiration Date as shown above.
2. All other terms and conditions of the Agreement remain the same.

Agreed and acknowledged by the following Authorized Signers:

District

Signature:

Name:

Date:

Title:

Peachjar, Inc.

Signature:

Name: Elicia Ritter

Date: 5/29/2024

Title: CFO

DocuSigned by:
Elicia Ritter
DEACE79DC609486...

6. **STUDENT SERVICES (Stephanie Williams)**

- a. Bridges of Norman Memorandum of Understanding Renewal
- b. Loving Guidance LLC/Conscious Discipline LLC for Conscious Discipline Professional Development Session

**MEMORANDUM OF UNDERSTANDING
BETWEEN NORMAN PUBLIC SCHOOLS
AND BRIDGES OF NORMAN, INC.**

This Memorandum of Understanding (“Agreement”) is entered into this ____ day of _____, 20__ between Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools (“District”) and Bridges of Norman, Inc (“Bridges”).

PURPOSE

The purpose of this Agreement is to enhance the working relationship established between District and Bridges as they carry out their missions of serving the public.

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

SERVICES TO BE PROVIDED

1. **District** agrees to provide the following:
 - a. Referral of appropriate clients in line with agency criteria;
 - b. Assistance with school-related needs through the McKinney-Vento grant, if such monies are available;
 - c. Exchange of information, upon receipt of proper confidentiality documentation, to ensure effective service delivery;
 - d. A confidential meeting space where case managers and clients may interface;
 - e. Cooperation in meeting the shared goal of student success; and
 - f. Classroom or office space, as needed and when available.

2. **Bridges** agrees to provide the following services:
 - a. Single-bedroom housing for students;
 - b. Case management services, including medical, academic, and psychological support;
 - c. Student expenses relevant to the McKinney-Vento grant;
 - d. Exchange of information, as requested by District’s administration, upon receipt of proper confidentiality documentation.

LENGTH OF AGREEMENT

The Agreement will be submitted to the District’s Board of Education for approval and signed by the Board of Education President and the Executive Director of Bridges. This Agreement may be renewed for up to five (5) one-year terms upon mutual ratification by the District’s Board of Education and Bridges until either party issues notice to the other of intent to terminate the Agreement.

TERMINATION

Either party may cancel this Agreement at any time with or without cause on thirty (30) days' written notice.

COOPERATION

The parties agree to cooperate in good faith to address any changes to state law that relate to the operation and/or funding of any services provided under this Agreement.

CONFIDENTIALITY OF RECORDS

The parties agree to abide by all legal requirements with respect to confidentiality of students' personal information and education records, including, but not limited to the Family Education Rights and Privacy Act of 1974, § 1232g ("FERPA"), and applicable regulations, and state law protecting privacy rights in education and juvenile records: OKLA. STAT. tit 51, § 24A.16 and OKLA. STAT. tit. 10A, §§ 2-6-101 – 2-6-110.

LIABILITIES

This Agreement does not create a partnership, agency, joint venture, employment, or third-party beneficiary contract. Neither party to this Agreement is a principal, partner, co-venturer, franchisee, or employee of the other, and neither party to this Agreement will make any representation to the contrary to any person or take any action which would imply otherwise.

It is understood that neither party hereto is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever cause, to the extent allowed by their respective state laws.

ATTORNEYS' FEES

In any action to enforce the terms of this Agreement, or to recover damages for its breach, each party shall assume full responsibility for their own attorney's fees, costs and expenses.

CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

SEVERABILITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

ASSIGNABILITY

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

ENTIRE AGREEMENT

Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and other communications between the parties relating to the Agreement.

AMENDMENTS

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SURVIVAL OF PROVISIONS

The expiration termination of this Agreement will not affect the rights or obligations of either party with respect to confidentiality or indemnification.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the day and year first set forth above.

Independent School District No. 29
of Cleveland County, Oklahoma a/k/a
Norman Public Schools

Bridges of Norman, Inc.

Tina Floyd
Board of Education President



Stacy Bruce
Executive Director



Contract Agreement

Loving Guidance, LLC • 648 Trestle Pt. Sanford, FL 32771 • Contract 18031

This agreement dated May 29, 2024, is made by and between Loving Guidance, LLC (herein after referred to as CONSULTANT) and by the party named below as Hiring Party (herein referred to as HIRING PARTY). The CONSULTANT hereby agrees to perform the following services satisfactorily:

TERM

Effective date: Upon signature

Term: One (1) year beginning on the Effective Date, subject to termination as set forth in Rescheduling/Cancellation Policy

Hiring Party

Norman Public Schools
Jennifer Beer
131 S. Flood
Norman, Oklahoma
73069
P: (405) 573-3501
C: (405) 760-7565
E: jbeer@normanps.org

Billing Information

Norman Public Schools
Dana Morris
131 S. Flood
Norman, Oklahoma, 73069
P:(405) 366-5841
E:dmorris@normanps.org

SERVICE INFORMATION

Start Date	End Date	Service	Billing Amount
Aug 9, 2024	Aug 9, 2024	1-day on-site training (6 hours)	\$ 5,420.00
Aug 9, 2024	Aug 9, 2024	1-day on-site training (6 hours)	\$ 5,420.00
Oct 9, 2024	Oct 9, 2024	1-day on-site training (6 hours)	\$ 5,420.00
Oct 9, 2024	Oct 9, 2024	1-day on-site training (6 hours)	\$ 5,420.00
TBD	TBD	1-hour virtual consultation	\$ 420.00
TBD	TBD	1-hour virtual consultation	\$ 420.00
TBD	TBD	1-hour virtual consultation	\$ 420.00
TBD	TBD	1-hour virtual consultation	\$ 420.00
TBD	TBD	1-hour virtual consultation	\$ 420.00
TBD	TBD	1-hour virtual consultation	\$ 420.00
TBD	TBD	1-hour virtual consultation	\$ 420.00

Our virtual sessions are a limited time offering and subject to change. Session time and audience limits apply. Video content is licensed for exclusive client use and may not be shared or distributed. Internet and video conferencing platform access is required for all virtual

offerings. Audio and video recordings of virtual sessions are prohibited.

Speaking Fee and Expenses

Contract Amount: \$24,620.00 for Conscious Discipline Professional Development Session

Payment for services should be to Conscious Discipline Holdings, LLC (Fed ID #87-3230886). HIRING PARTY will be invoiced for speaking fees and travel expenses upon signing. Payment is due 30 days after service is completed.

Loving Guidance Remittance Address:

Loving Guidance LLC/Conscious Discipline LLC
PO Box - 8925
Carol Stream IL 60197-8925

Should the HIRING PARTY require additional forms and processes to be completed in order to contract for the service(s), an additional processing fee of \$100 may apply.

Loving Guidance reserves the right to substitute speaker(s) for this service(s).

Flat rate fee includes expenses. If signed contract is not received at least 30 days prior to the service, an additional fee of \$550.00 is added to cover additional car/hotel/airfare costs.

Equipment and Room Set-up Specifications

The HIRING PARTY will provide the following AV equipment and furnishings at each speaking site for the CONSULTANT:

- Mobile wireless hands free microphone (wireless Lavalier microphone preferred, no hand-held microphones)
- Screen or a white wall visually accessible to the entire audience
- LCD Projector
- Public address system with ability to hook laptop and LCD projector into sound system with necessary power cords
- Small Table to hold all AV equipment
- No podium
- Two (2) tables at least 4ft x 6ft on stage
- Water for the presenter

*Please email Professional Development at professionaldevelopment@consciousdiscipline.com if you have any questions regarding this equipment.

Travel Information

131 S. Flood
Norman, Oklahoma
73069

Age group of children: Jr. High

Number of attendees: Up to 150

CONSULTANT will obtain all travel arrangements to include air, hotel and car rental, if necessary; however, no purchase will occur until such time as this contract is signed by both parties.

Both the HIRING PARTY and the CONSULTANT agree that the CONSULTANT will act as an independent contractor in the performance of its duties under this contract.

CONSULTANT will supply a handout for the workshop. The HIRING PARTY is responsible for the duplication of handouts for attendees.

Copyright

All content used during contracted sessions, including, but not limited to, handouts, graphics, images, photographs, audio clips, and video clips, all improvements or modifications thereof, all derivative works based thereon, and any collection, arrangement, and assembly are owned by LOVING GUIDANCE, LLC or its content suppliers and is protected by United States and international copyright laws.

The HIRING PARTY recognizes and acknowledges that making or creating audio and video recordings are prohibited. The HIRING PARTY also recognizes and acknowledges any unauthorized use, copying, or reproduction, including any and all dissemination, of content is strictly prohibited. Presentation material used by CONSULTANT, including, but not limited to, the handout, is Intellectual Property owned by LOVING GUIDANCE, LLC.

Trademark

Numerous marks, such as, but not limited to, LOVING GUIDANCE and CONSCIOUS DISCIPLINE are common law trademarks, registered trademarks or trade dress owned by LOVING GUIDANCE, LLC in the U.S. and/or other countries. LOVING GUIDANCE's trademarks and trade dress may not be used in connection with any product or service that is not owned or authorized by LOVING GUIDANCE, LLC, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits LOVING GUIDANCE, LLC.

Rescheduling/Cancellation Policy

To ensure scheduling on the requested date, this contract must be signed and returned within 30 days of the agreement date.

In witness to their understanding and agreement to these terms and conditions, the parties hereby affix their signatures below. This agreement will remain tentative and non-binding until the contract is endorsed by the CONSULTANT and HIRING PARTY, and both parties are in receipt of the ratified contract.

If cancellation is necessary for any reason, CONSULTANT must be notified in writing via email 30 days prior to the service date(s) agreed to within this contract. Cancellation after that time is subject to required payment of speaking fees and any purchased non-refundable travel arrangements.

If a service is to be rescheduled or put on-hold, the client must notify the CONSULTANT in writing via email 30 days prior to the service date(s). Should the notification occur less than 30 days prior to the service date(s), a processing fee of \$100 may apply. If notice is received less than 48 hours before the service date(s), the service will be cancelled, and no refund will be issued. The service must be rescheduled within 6 months of the service date on the contract. After 6 months, or at the end of the term, if the service is still on-hold, it will automatically be canceled. Cancellation at that time is subject to required payment of speaking fees and any purchased non-refundable travel arrangements.

If a service is rescheduled, it must be an equal exchange of services.

A service may be rescheduled up to 2 times within the term and then the full amount is charged. If a client does not attend a service (no show), the HIRING PARTY will be charged the full amount.

Acts of God, war, government, regulation, riots, disaster, strikes, and acts of terrorism, which make performance impossible will not be penalized. Should cancellation be the direct responsibility of the CONSULTANT or its associates, another member of the CONSULTANT team will be substituted for your presentation needs.

Any on-site contracted event(s) will be put on hold if affected by COVID-19 restrictions. The HIRING PARTY must reschedule the event(s) within one year from the date the hold was placed. After this time, the HIRING PARTY is responsible for change and/or cancellation fees. It is the responsibility of the HIRING PARTY to notify the CONSULTANT 45 days prior of any new contracted date(s) to ensure availability.

Contracts with TBD (To Be Determined) Dates

If a TBD session has not been scheduled after one calendar year of the signed agreement date on the contract, it will automatically be canceled. Cancellation at that time is subject to required payment of speaking fees and any purchased non-refundable travel arrangements.

Scheduling TBD sessions is dependent upon instructor availability; at least 60 days notice is required to accommodate the booking process.

Conscious Discipline

Authorized Signature	Print Name	Title	Date
	Priscila Davila Palau	Senior Manager Partner Operations	

Norman Public Schools

Authorized Signature	Print Name	Title	Date

7. **SPECIAL SERVICES (Gayla Mears)**

- a. Central Oklahoma Community Mental Health Center (COCMHC) Collaboration Agreement
- b. Crossroads Youth & Family Services, Inc. Agreement for Educational Services at the Emergency Juvenile Shelter
- c. NewView Oklahoma Agreement for Vision Related Services
- d. Tech-Now Site Agreement to establish and support a Tech-Now Oklahoma High School Tech program for students with disabilities (an in-school program)
- e. Oklahoma Department of Mental Health and Substances Abuse Services Agreement for Educational Services at the Children's Recovery Center (CRC)

AGREEMENT FOR COLLABORATION

This Agreement is entered into on the 1st day of July, 2024, by and between Independent School District No. 29 of Cleveland County, Oklahoma (“**District**”), and Central Oklahoma Community Mental Health Center (“**COCMHC**”).

RECITALS:

WHEREAS, the District and the COCMHC desire to enter into a mutually advantageous collaboration agreement.

WHEREAS, the District seeks during the 2024-2025 school year for the COCMHC, as requested, to perform onsite review of records, consultations, coaching and mentoring activities with school personnel, provide assistance with functional behavioral assessments, and program design and development for the district or individual children referred with learning and/or behavioral concerns within the expertise of the COCMHC.

WHEREAS, the COCMHC desires to participate in collaboration with District personnel under the terms and conditions of this Agreement and under the compensation arrangements provided.

NOW, THEREFORE, the parties agree as follows:

1. The COCMHC shall deliver the requested services and collaboration in reference to District students. The Center possesses the requisite experience and skills to perform these services and provide valuable collaboration.
2. The COCMHC will provide the services subject to the expectations and directions of the Director of Special Services (“the District’s representative”) or designee.
3. The District’s representative shall determine the scope of work and provide general direction under the Agreement. At the request of the District, the Center shall provide verbal and/or written reports and verifications to the District on a mutually agreeable basis and perform other services as may be mutually agreed upon by both parties to the Agreement.
4. Except as provided herein, all wages, taxes, benefits and employment-related expenses associated with the COCMHC’s representative’s duties are the sole responsibility of the COCMHC, which is an independent contractor, and whose representatives are not employees of the District. Further, the COCMHC shall in no event be entitled to any workers compensation coverage from the District for any of its employees or representatives.

5. The COCMHC will maintain all records, logs and documentation prepared concerning any students in compliance with the Family Educational Rights and Privacy Act (FERPA). Additionally, the COCMHC agrees it will not permit any other party to have access to such information without the written consent of the parents of the student(s).

6. The COCMHC and District agree that in the event of suits or claims arising out of the services or collaboration provided, each shall be responsible for their respective liability, loss or expenses, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from their negligent or intentional acts or omissions, and neither shall be responsible for the acts or failure to act of the other.

7. The COCMHC, as a state entity, it is insured by the State of Oklahoma pursuant to Title 51 O.S. § 151 et seq. of the Oklahoma Governmental Tort Claims Act.

8. The COCMHC is owned and operated by the State of Oklahoma and as such it and its personnel are self-insured in amounts and for liabilities included within the Oklahoma Governmental Tort Claims Act (GTCA). This coverage is adequate to compensate persons for injury to their person or property occasioned by an act of negligence by COCMHC, its agents or employees. COCMHC shall notify the District of any cancellation or termination of insurance at least thirty (30) days in advance of the effective date of cancellation or termination.

9. The District and the COCMHC agree that student safety is a top priority. In an effort to provide student safety, the COCMHC certifies that it does not assign an employee to work with District students if its employee has been convicted of a felony, violent crime or been convicted of any other crime involving moral turpitude.

10. The COCMHC or the District may choose to discontinue services and collaboration during the term of this Agreement for any reason with thirty (30) calendar days' written notice. Any such termination of this Agreement by the District may be effectuated by the Superintendent of the District or the Superintendent's designee.

11. No failure or delay in the exercise of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; and no single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

12. This Agreement is not assignable and the obligations may not be subcontracted or otherwise delegated to others.

IN WITNESS WHEREOF, the District and the COCMHC have executed this Agreement on the day and year first above written.

**INDEPENDENT SCHOOL DISTRICT NO. 29
OF CLEVELAND COUNTY, OKLAHOMA**

**President, Board of Education
"DISTRICT"**



**Central Oklahoma Community Mental
Health Center
"COCMHC"**

ATTEST:

Board of Education Clerk

**Agreement for Educational Services
Between
Norman Public Schools
and
Crossroads Youth and Family Services, Inc.**

This agreement is entered into as of the 1st of July 2024, by and between **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools (District)** and **Crossroads Youth and Family Services, Inc. (Crossroads)** for educational services at the **Emergency Juvenile Shelter (Shelter)**.

WITNESSETH:

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

WHEREAS Crossroads is responsible for the operation and maintenance of the Shelter which houses students who are entitled to a public education in accordance with state and federal law; and,

WHEREAS the District and Crossroads are authorized to enter into agreements for the provision of these services.

NOW THEREFORE, District and Crossroads mutually agree as follows:

1. **Services.** District agrees to provide educational services at the Shelter for all qualified students placed pursuant to the provisions of 70 O.S. §1-113. Qualified students are defined as being between the ages of five and eighteen years of age and placed in the Shelter by court order, law enforcement officers, or Department of Human Services. Provided, however, the District agrees to provide educational services for qualified students under IDEA between the ages of three and twenty-one years of age.

The District shall, according to the District calendar, provide educational services during the school year as defined by law. The District's obligations shall cease at the end of the school term or as otherwise required by law.

2. **Staff (Teachers Provided).** The District shall provide one (1) certified teacher who shall be assigned to the Shelter. The Shelter may participate in the selection process of the teacher prior to final placement which requires District school board approval. District shall also provide part-time administrative support for the educational program and maintenance of educational records.
3. **Funding To District for Educational Services.** The teacher salary, unemployment insurance, workers compensation, sick leave, holidays, insurance, retirement, substitutes, and all other teacher benefits as provided by District teachers, shall be provided by the District.
4. **Teacher Evaluation.** The teacher will be evaluated by a District administrator. The Shelter director will provide the District administrator with documented information regarding the teacher's compliance with Shelter regulations, as well as input regarding the teacher's conduct, in

connection with the teacher's evaluation.

5. **Materials.** The District will provide current textbooks and teacher's guides. The Shelter will supply non-instructional materials, including pencils, erasers, paper, etc. The Shelter shall also be responsible for providing and maintaining all classroom equipment, student and teacher's desks, chairs, chalkboards, smartboards, etc., including access to a copier, facsimile machine, computer, printer, and internet. The District shall assume the responsibility for the development and supervision of curriculum taught at the Shelter.
6. **Discipline.** District will provide classroom management with assistance from the Shelter in severely disruptive situations. The Shelter will ensure appropriate staff member(s) are present in the classroom at all times to assist with the safety of educational staff and students. The Shelter will provide management for outside-of-classroom suspension, time-out, and detention during school.
7. **Records.** The teacher will be responsible for recording students' enrollment, days on roll, absences, and withdrawals according to policy of the District and state and federal law. This information will be provided to the Shelter personnel upon request. The Shelter agrees to provide locked and secured storage of student records. The Shelter students shall earn credit for classes in which they are enrolled in the same manner as other students within the District. Students' transcripts will be maintained by the appropriate school site.
8. **Responsibilities for Special Education Students.** The eligible student's school district of residence shall be notified immediately by the District, upon finding that the initially eligible student requires special education and/or related services, as to the time, date, and location of meetings for the purpose of planning a student's IEP and subsequent reviews in accordance with the IDEA. The Shelter may have a representative present at the IEP conference to advise the IEP team of any concerns or information the Shelter has to offer regarding the eligible student's educational needs and eligibility for related services. The Shelter and the District shall coordinate with the eligible student's district of residence regarding evaluation services, as necessary, and for the development of the IEP.
9. **Related Services.** The cost for related services, therapies, treatments, or support services for eligible students shall be the responsibility of the Shelter unless otherwise agreed by the parties or as otherwise specified in an IEP and agreed to with all required representatives participating in the development of the IEP. Valid obligations to provide or pay for such services, such as Medicaid, shall remain in effect for children who are eligible for the services from sources other than the District.
10. **Rules and Regulations.** Both the Shelter and the District agree to comply with the requirements of P.L. 101-476, the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1992, as amended, including but not limited to giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, disability, genetic information, or gender identification.
11. **Confidentiality.** District personnel are required to maintain the same level of confidentiality concerning information regarding juveniles as required of Shelter personnel. District personnel may maintain such data or records on said students as required by federal, state, or District

guidelines, however, any release of information shall be governed by applicable state and federal laws, including the Family Educational Rights and Privacy Act (FERPA).

12. **Indemnity.** Each party will be legally responsible for the actions of its own agents or employees consistent with the Oklahoma Governmental Tort Claims Act.
13. **Insurance Provision.** Prior to the commencement of educational services at the Shelter under this Agreement, the Shelter agrees to furnish the District a certificate of liability insurance coverage naming the District as additional insured in the minimum amounts \$1,000,000 for single injuries and \$1,000,000 for multiple injuries resulting from one occurrence and \$25,000 property damage. The certificate shall require at least ten (10) days' notice to the District before cancellation of the coverage for any reason. The Shelter agrees to maintain said liability coverage during the entire term of this Agreement.
14. **Term of Contract.** This contract shall be for a term of one (1) year commencing on the 1st of July 2024 and ending on the 30th of June, 2025, provided the contract may be renewed annually, upon the same terms and conditions, by mutual consent and ratification of the parties. In the event either party elects not to renew, thirty (30) day written notice shall be given prior to the ending of the term. In the event the District does not receive appropriated funds for the continuance of this agreement for any fiscal year after 2024-2025, the agreement shall be terminated.

IN WITNESS THEREOF, District and Shelter have executed this agreement on the day and year written above.

**INDEPENDENT SCHOOL DISTRICT
NO. 29 OF CLEVELAND COUNTY,
OKLAHOMA**

**CROSSROADS YOUTH & FAMILY
SERVICES**

Board of Education President



Executive Director

ATTEST:

Board of Education Clerk

VISION RELATED SERVICES AGREEMENT

School Year 2024 - 2025

This Vision Related Services Agreement (the "Agreement") dated May 1st, 2024 is between **Norman Public School** with a notice address of 131 S. Flood Ave., Norman, OK 73069 and **NewView Oklahoma** ("CONSULTANT"), with a notice address of 501 N. Douglas Ave, Oklahoma City, OK 73106.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Norman Public Schools and Vision Related Specialist agree as follows:

1. **Consulting Services.** CONSULTANT agrees to provide vision-related services, including orientation and mobility, to designated students of Norman Public School as requested during the term of this Agreement.

2. **Consultant Duties.** CONSULTANT shall provide such services as indicated by the Norman Public Schools student's Individualized Education Program or 504 Accommodation Plan as established by the Teacher of the Visually Impaired (TVI), Orientation and Mobility Specialist (O&M), and/or Rehabilitation Teacher for the Blind (RTB). The TVI, O&M, or RTB Services shall include, without limitation, appropriate evaluations and treatment as deemed appropriate by the CONSULTANT and the Norman Public Schools Special Education Director, recording students' progress and preparing materials and assembling equipment used during treatment if necessary, participation in student-focused meetings and program-focused meetings, and completing paperwork as requested. All equipment and materials to be used in treatment, together with documentation forms, will be provided by Norman Public Schools. The specific starting date for the CONSULTANT'S delivery of Services will be mutually determined by Norman Public Schools and the agency. The CONSULTANT will deliver Vision Related Services to Norman Public Schools' students as needed during the term of the Agreement.

3. **Certification & Licensure.** CONSULTANT represents and warrants that their TVI, O&M, and RTB are certified by the Oklahoma Department of Education, Academy of Certification of Vision Rehabilitation and Education Professionals (ACVREP), and/or National Blindness Professional Certification Board (NBPCB) to provide Vision and/or Orientation and Mobility Services to Norman Public Schools' students. The CONSULTANT shall notify Norman Public Schools immediately if, for any reason, any required certifications are not renewed upon expiration.

4. **Confidentiality.** CONSULTANT agrees to adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.

5. **Insurance.** The CONSULTANT represents and warrants that she is insured under a professional liability policy in a minimum amount of \$1,000,000.00 per incident/occurrence and \$3,000,000.00 aggregate and that such insurance covers her when she is providing Vision Related Services as a certified orientation and mobility specialist/certified blind educator on the

premises of Norman Public Schools. The CONSULTANT agrees to provide Norman Public Schools with proof of insurance upon request.

6. Indemnification. In addition to the requirement of paragraph 5 and not in lieu thereof, the CONSULTANT agrees to indemnify and hold Norman Public Schools and its agents, employees and officers harmless (including defense costs) against any claim, demand or action against Norman Public Schools arising from services provided by the CONSULTANT.

7. Worker's Compensation. The CONSULTANT certifies that, by law, she is not required to obtain Worker's Compensation Insurance and shall in no event be entitled to such coverage from Norman Public Schools.

8. OSHA and Background Checks. The CONSULTANT represents and warrants that she has received training in the prevention of exposure to blood borne pathogens and other potentially infectious materials in accordance with the OSHA Standard on Blood borne Pathogens ("OSHA training") and agrees to provide Norman Public Schools with written verification of same. If the CONSULTANT has not received OSHA training, the CONSULTANT agrees to attend a one-hour OSHA training course provided by Norman Public Schools at no cost to her no later than October 1, 2024. The CONSULTANT further represents and warrants that the agency has not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma, or the sex offender registration provisions of another state or federal law. The CONSULTANT agrees to provide Norman Public Schools with written consent for Norman Public Schools to conduct such background checks and criminal history investigations as Norman Public Schools may request from time to time during the term of this Agreement.

9. Compensation. Norman Public Schools agrees to pay CONSULTANT the sum of \$850.00 daily (includes travel time and mileage to and from Norman Public Schools) for all Vision-related services. Days per year shall not exceed **2 Days Per Month** . Exceptions will require written approval by Norman Public Schools Special Education Director. The CONSULTANT agrees and acknowledges that all required documentation must be submitted to Norman Public Schools no later than the 10th day of the month following the month in which the Services were provided and that Norman Public Schools has no obligation to forward payment to her until Norman Public Schools has been provided with the required documentation. CONSULTANT acknowledges that all revenue provided to her pursuant to this Agreement constitutes "net earnings from self-employment" as the term is defined in Section 1402(a) of the Internal Revenue Code of 1986, as amended, and that Norman Public Schools shall have no obligation to her as an employer for withholding and remitting taxes, insurance, FICA, etc. CONSULTANT and holds Norman Public Schools harmless for all costs, damages, taxes, penalties, interest, and expense attributable to (a) her underpayment of income and/or employment taxes on her revenue received pursuant to this Agreement, and (b) her late reporting or late payment of income and/or employment taxes on her revenue received pursuant to this Agreement.

10. Term and Termination. This Agreement is effective as of August 1st, 2024 and either party may terminate this Agreement upon fourteen (14) days' written notice continue in effect through June 30, 2025, unless terminated earlier as provided herein.

11. Independent Contractor Status. Each party is acting as an independent contractor, and no employee or subcontractor of either party shall be deemed to be an employee of the other. Neither party undertakes, by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business, or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.

12. Force Majeure. Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third-party labor disputes, third-party strikes, other third-party labor or industrial disturbances, acts of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.

13. Notices. All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service to the parties at the addresses herein or at such other addresses of which either party may give notice.

14. Miscellaneous. This agreement embodies the entire agreement and understanding between Norman Public Schools and CONSULTANT relating to the subject matter of this agreement and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. This Agreement may be amended only in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement, and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

Board of Education, Norman Public School

Date

Authorized Representative of NewView Oklahoma, Inc., Title

Date



TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

This agreement is made and entered into as of the 1st of July 2024 and ending on the 30th of June 2025 by and between Independent School District I-29, Norman Public Schools of Cleveland County, Oklahoma and Tech-Now Inc.

School District Responsibilities:

1. If you received a Perkins Supplemental Grant, your school district understands that the equipment provided through the Perkins Supplemental Grant is for use in the Tech-Now program.
2. If you are using Tech-Now equipment, your school district understands that the equipment provided to the school for use in the Tech-Now program is the property of Tech-Now, Inc. and will be removed should the school decide not to continue providing the Tech-Now program, or there is no student interest in the program. You will replace broken and/or stolen equipment as you are invoiced.
3. If you are using district equipment, your district is responsible for all technology related services.
4. Your school district will select a site instructor to provide the Tech-Now program to students with disabilities as an in-school program. The site instructor will be compensated by your school district.
5. Your school district will provide transportation and allow the students to participate in the annual state competition held in an Oklahoma City area High School in conjunction with the Tech-Now program.
6. Your school district will award each student that participates in the Tech-Now in school program a technology or an elective credit for the class. The in-school program consists of:
 - a) Daily Classes
 - b) One Tech-Now State Competition @ approximately 6 hours.
7. Your school district will keep records on participating students as required by the program and will provide the data to Tech-Now Inc.
8. Your school district will work with the Tech-Now staff to connect participating students with Oklahoma Department of Rehabilitation Services (DRS) as part of the contract between Tech-Now Inc. and DRS.



TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

Tech-Now Inc. Responsibilities:

1. Tech-Now, Inc. will provide the following equipment:

a) Ten computers that are configured to meet the requirements of the Tech-Now program including software, related technologies, and consumables that are not covered through other funding sources. **These systems are configured, networked, and require no maintenance from the district technology department. The school district is not permitted to make any changes or additions to the hardware and/or software.**

a) Use of one digital still Camera.

b) Use of one Tripod.

c) Use of one Camera bag.

d) Use of one Printer

e) Use of Software Licenses

f) Use of Tech-Now Inc. computers

g) Annual State Competition expenses not covered through the DRS contract

Through our contract with DRS, Tech-Now Inc. will provide:

a) 2 Fall professional development trainings, one in the Oklahoma City area the second in the Tulsa area

b) 2 Winter professional development trainings, one in the Oklahoma City area the second in the Tulsa area

c) Technical assistance from the Tech-Now staff via Zoom, email, telephone, texting, and limited on-site support

d) Annual State Competition

The program membership fee your district pays each year is based on your school size:

If you need more than 10 student computers, there will be an additional cost of \$500.00 per extra computer, per year.

Your schools fee for the 2024-2025 school year for sites at Norman North HS and Norman High will be \$8,000.00.

1A Division school \$3,000.00

3A Division school \$3,000.00

5A Division school \$5,000.00

2A Division school \$3,000.00

4A Division school ~~\$4,000.00~~

6A Division school \$5,000.00



TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

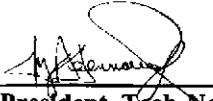
The terms and conditions of this agreement have been reviewed by the parties listed below, and this agreement is satisfactory to both parties. It is agreed that either party may cancel this agreement at any time with written notice, with the understanding that the membership fees are nonrefundable.

**BOARD OF EDUCATION
INDEPENDENT DISTRICT #I-29**

PRESIDENT

BOARD OF EDUCATION #I-29

CLERK OF THE BOARD



**President, Tech-Now, Inc.
Rick DeRennaux**

2024-05-06

Date

**Agreement for Educational Services
Between
Norman Public Schools
and
Oklahoma Department of Mental Health and
Substance Abuse Services**

This agreement is entered into as of the 1st of July 2024, by and between **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools (District)** and **Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS)** for educational services at the **Children’s Recovery Center of Oklahoma (Center)**.

WITNESSETH:

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

WHEREAS ODMHSAS is responsible for the operation and maintenance of the Center which houses students who are entitled to a public education in accordance with state and federal law; and,

WHEREAS the District and ODMHSAS are authorized to enter into agreements for the provision of these services.

NOW THEREFORE, District and ODMHSAS mutually agree as follows:

1. **Services.** District agrees to provide educational services at the Center for all qualified students placed pursuant to the provisions of 70 O.S. § 1-113. Qualified students are defined as being between the ages of five and eighteen years of age and placed in the Center by court order, law enforcement officers, or Department of Human Services. Provided, however, the District agrees to provide educational services for the qualified students under IDEA between the ages of three and twenty-one years of age.

The District shall, according to the District calendar, provide educational services during the school year as defined by law. The District’s obligations shall cease at the end of the school term or as otherwise required by law.

2. **Staff (Teachers Provided).** The District shall provide two (2) certified teachers assigned to the Center. The Center may participate in the selection process of the teachers prior to final placement which requires District school board approval. District shall also provide part-time administrative support for the educational program and maintenance of educational records.
3. **Funding To District for Educational Services.** Teacher salaries, unemployment insurance, workers compensation, sick leave, holidays, insurance, retirement, substitutes, and all other teacher benefits as provided other District teachers, shall be provided by the District.
4. **Teacher Evaluation.** Each teacher will be evaluated by a District administrator. The Center director will provide the District administrator with documented information regarding each teacher’s compliance with Center regulations, as well as conduct and behavior, in connection

with each teacher's evaluation.

5. **Materials.** The District will provide current textbooks and teacher's guides. The Center will supply non-instructional materials, including pencils, erasers, paper, etc. The Center shall also be responsible for providing and maintaining all classroom equipment, student and teacher's desks, chairs, chalkboards, smartboards, etc., including access to a copier, facsimile machine, computer, printer, and internet. The District shall assume the responsibility for the development and supervision of curriculum taught at the Center.
6. **Discipline.** District will provide classroom management with assistance from the Center in severely disruptive situations. The Center will ensure appropriate staff member(s) is present in the classroom at all times to assist with safety of educational staff and students. The Center will provide management for outside-of-classroom suspension, time-out, and detention during school.
7. **Records.** Teachers will be responsible for recording students' enrollment, days on roll, absences, and withdrawals according to policy of the District and state and federal law. This information will be provided to the Center personnel upon request. The Center agrees to provide locked and secured storage of student records. The Center students shall earn credit for classes in which they are enrolled in the same manner as other students within the District. Students' transcripts will be maintained by the appropriate school site.
8. **Responsibilities for Special Education Students.** The eligible student's school district of residence shall be notified immediately by the District, upon finding that the initially eligible student requires special education and/or related services, as to the time, date, and location of meetings for the purpose of planning a student's IEP and subsequent reviews in accordance with the IDEA. The Center may have a representative present at the IEP conference to advise the IEP team of any concerns or information the Center has to offer regarding the eligible student's educational needs and eligibility for related services. The Center and the District shall coordinate with the eligible student's district of residence regarding evaluation services, as necessary, and for the development of the IEP.
9. **Related Services.** The cost for related services, therapies, treatments, or support services for eligible students shall be the responsibility of the Center unless otherwise agreed by the parties or as otherwise specified in an IEP and agreed to with all required representatives participating in the development of the IEP. Otherwise valid obligations to provide or pay for such services, such as Medicaid, shall remain in effect for children who are eligible for the services from sources other than the District.
10. **Rules and Regulations.** Both the Center and the District agree to comply with the requirements of P.L. 101-476, the Civil Rights Act of 1964, the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1992 as amended, including but not limited to giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, disability, genetic information, or gender identification.
11. **Confidentiality.** District personnel are required to maintain the same level of confidentiality concerning information about juveniles as required of CRC personnel. District personnel may maintain such data or records on said juveniles as required by federal, state or District guidelines, however, any release of information shall be governed by applicable state and federal laws,

including the Family Educational Rights and Privacy Act (FERPA). Furthermore, the District acknowledges that in receiving, storing, processing, or otherwise dealing with any information from CRC, it is fully bound by the provisions of the federal regulations governing Confidentiality of Mental Health and Alcohol and Drug Abuse Patient Records 42 C.F.R. Part 2; and, undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to otherwise that as expressly provided for in the federal confidentiality regulation 42 C.F.R. Part 2; and acknowledges that pursuant to 43A O.S. § 1-109 all medical records and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to person or agencies engaged in treatment of the patient or in treatment of a minor child of the patient, or in related administrative work.

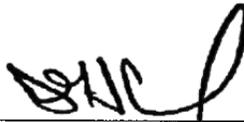
12. **Indemnity.** Each party will be legally responsible for the actions of its own agents or employees consistent with the Oklahoma Governmental Tort Claims Act.
13. **Term of Contract.** This contract shall be for a term of one (1) year commencing on the 1st of July 2024 and ending on the 30th of June, 2025, provided the contract may be renewed annually, upon the same terms and conditions, by mutual consent and ratification of the parties. In the event either party elects not to renew, thirty (30) day written notice shall be given prior to the ending of the term. In the event the District does not receive appropriated funds for the continuance of this agreement for any fiscal year after 2024-2025, the agreement shall be terminated.

IN WITNESS THEREOF, District and Center have executed this agreement on the day and year written above.

**INDEPENDENT SCHOOL DISTRICT
NO. 29 OF CLEVELAND COUNTY,
OKLAHOMA**

**DEPARTMENT OF MENTAL HEALTH
AND SUBSTANCE ABUSE SERVICES**

Board of Education President



Chief Operating Officer
Senior Deputy Commissioner
**CHILDREN'S RECOVERY CENTER
OF OKLAHOMA**

ATTEST:

Board of Education Clerk



Director

8. **EDUCATIONAL SERVICES (Holly McKinney)**

- a. Moore Norman Technology Center (MNTC) Partnership Agreement for Academic Credit

PARTNERSHIP AGREEMENT FOR ACADEMIC CREDIT

This Partnership Agreement is made between Independent School District No. 29 of Cleveland County a/k/a Norman Public Schools (NPS) and Moore Norman Technology Center School District No. 17 of Cleveland County, Oklahoma a/k/a Moore Norman Technology Center (MNTC) to allow certain academic credit (listed below) to be granted to students enrolled at MNTC or within certain MNTC Programs (listed below).

The purpose of this agreement is, where appropriate and objectives are aligned, to allow students to meet academic credit requirements for graduation while attending MNTC.

<u>Subject Area</u>	<u>Credit or Competencies Granted</u>	<u>MNTC Program</u>	<u>MNTC Course</u>
Personal Financial Literacy	14 State Required Competencies	Stand-Alone	Personal Finance (8178)
Science	1 Lab Science Credit	Biomedical	PLTW Principles of Biomedical Science (8706)
		Biomedical	PLTW Human Body Systems (8707)
		Biomedical	PLTW Medical Interventions (8708)
Science - Anatomy & Physiology	1 Lab Science Credit	Biomedical	Anatomy & Physiology (5333)
		Physical Therapy Services	
		Health Careers Certification	
Science – Physics I	1 Lab Science Credit	Engineering	Physics (5211)
		Biomedical	
Science - AP Physics	1 Lab Science Credit	Engineering	AP Physics C - Mechanics (5216)
		Biomedical	
Science	1 Lab Science Credit	Engineering	PLTW Aerospace Engineering (8715)
Elective	1 Elective Credit	Engineering	PLTW Capstone (8716)
Computer Technology	1 Computer Technology Credit	Engineering	PLTW Civil Engineering and Architecture (8713)
Computer Technology	1 Computer Technology Credit	Engineering	Robotics Engineering (8833)
Computer Technology	1 Computer Technology Credit	Engineering	Engineering Essentials (8878)
Math	1 Math Credit	Engineering	PLTW Digital Electronics (8711)
Math	½ Math Credit	Stand-Alone Course	Algebra IA (4432) - With certified Math teacher
Math	½ Math Credit	Stand-Alone Course	Algebra IB (4433) - With certified Math teacher
Math	1 Math Credit	Stand-Alone Course	Algebra II (4413) - With certified Math teacher
Math	1 Math Credit	Stand-Alone Course	Intermediate Algebra (4418) - With certified Math teacher
Math	1 Math Credit	Stand-Alone Course	Geometry (4520) - With certified Math teacher
Math	1 Math Credit	Stand-Alone Course	Calculus (4612) – With certified Math teacher
Math	1 Math Credit	Stand-Alone Course	AP Calculus BC (4616) – With certified Math teacher

9. **TECHNOLOGY SERVICES (Christy Fisher)**

- a. Gaggle.net, Inc., Amended Agreement for Gaggle Safety Management for Google email and drive for students district wide



Gaggle.Net, Inc.
5050 Quorum Drive, Suite 700
Dallas, TX 75254
800-288-7750
www.gaggle.net

CONTRACT FOR SERVICES

Contract Number: Q-121442

This contract by and between Gaggle.Net, Inc. (Gaggle) and Norman Public Schools - Norman OK (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Gaggle shall provide the Customer with services pursuant to the purchasing arrangement for the duration of the contract term unless the service changes. In the event of change of services, the terms of this agreement remain the same however pricing may vary. Gaggle will notify the Customer of any resulting changes in pricing prior to increase and service change.

2. Contract Term Service

Commencement Date: 7/1/2024
Service End Date: 6/30/2025
Contract End Date: 6/30/2025

3. Services and Payment

Full annual payment is due and payable upon receipt of invoice. Invoices outstanding for over 60 days are subject to a 1% late payment penalty. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.

Pricing described in this contract may be reviewed and adjusted annually to reflect changes in the Producer Price Index published by the United States Bureau of Labor Statistics.

4. Incorporation by Reference

Upon the commencement of service; Gaggle's applicable Quote, Invoice, Terms of Service, Service Level Agreement, Privacy Policy, Student Data Privacy Notice, along with future engagements, additional products, and renewals of service; are hereby acknowledged and incorporated by reference.

5. Sales Tax Exemption Certificate

If applicable, please provide Gaggle with your Sales Tax Exemption Certificate.

We respectfully require a signed contract on file before the start of any services.

NOTE:

Authorized Representative of Gaggle

Authorized Representative for Norman
Public Schools - Norman OK

Date

Date

Gaggle Quote Number: Q-121442

DESCRIPTION	NOTES	QUANTITY	UNIT PRICE	DISCOUNT	NET UNIT PRICE	NET TOTAL
Gaggle Safety Management - Google - Student	Email and Drive	9,700	\$7.00	\$2.50	\$4.50	\$43,650.00
Learn More: https://www.gaggle.net/product/gaggle-safety-management/						
Gaggle Safety Management - Canvas LMS - Student		8,400	\$2.00	\$1.25	\$0.75	\$6,300.00
Learn More: https://www.gaggle.net/product/gaggle-safety-management/						
Gaggle Safety Management - Google Hangouts - Student		4,509	\$3.00	\$1.00	\$2.00	\$9,018.00
Learn More: https://www.gaggle.net/safety-management						
TOTAL:						\$58,968.00

Gaggle Services Terms & Conditions

Last Updated: August 4, 2023

Please read the following Agreement carefully. This Agreement explains your rights and obligations as a user of “Services” provided by Gaggle.Net, Inc. (“Gaggle”). Gaggle Services include but are not limited to, Archiving & Backup, Safety Management, SpeakUp for Safety, Mental Health Services, and ReachOut. For a further Description of Services, please consult the Gaggle Service Level Agreement.

It may be necessary for us to update or revise parts of this Agreement or any feature of Gaggle Services without prior notice. If we make material changes to this Agreement, we will post the updated Agreement (with a notice that the Agreement has been updated) and notify Customers by email using the primary email address specified in their accounts.

1. Acceptance of Terms

The Terms & Conditions herein establish the understanding for Gaggle to provide Services to you (“Customer”). Compensation for the Services provided shall be at the rates and terms set forth in a Gaggle invoice, Customer contract, or Subscription Agreement. By completing the registration process and providing Gaggle with current, complete, and accurate information, you are agreeing to be bound by these Terms & Conditions. If you choose not to agree with the changes, your only remedy would be to cancel Gaggle Services in accordance with Section 8.

2. Unauthorized Access, Password Protected, and Secured Areas

Users of Gaggle Services shall be responsible for unauthorized access made through their usernames and passwords. For this reason, Gaggle recommends that users change their passwords periodically. Access to and use of current or future password-protected or secured Services is restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms for Gaggle Services. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by someone on your behalf. You agree not to misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any materials that you are exposed to through Gaggle Services. If you violate your obligations under this section, you may be subject to criminal prosecution or civil damages. You agree to notify Gaggle and your applicable administrator immediately of any unauthorized use of your account or any other breach of security known to you.

3. Privacy and Security

Gaggle uses a variety of measures to protect the security and privacy of its users. Users should be aware, however, that Gaggle cannot guarantee security and confidentiality through its Services. Gaggle accepts no responsibility for harm caused directly or indirectly by the use of its Services. Users should also be aware that the use of Gaggle email and/or email through third-party products, such as those from Google Inc. and Microsoft Corporation, is not private. Although Gaggle is not obligated to do so, it has the right to review and monitor your content and communications, including but not limited to fulfilling obligations set forth in your contract or Subscription Agreement, to back up or review messages to identify network problems, or to

determine whether you comply with our Terms & Conditions. Gaggle, at its discretion, may choose to turn over or make available message content to appropriate personnel, the National Center for Missing and Exploited Children (“NCMEC”), and/or law enforcement agencies, if required.

For more information, please also refer to the [Gaggle Privacy Policy](#) and [Gaggle Student Data Privacy Notice](#).

4. Confidentiality Policy

As used herein, “Confidential Information” shall mean the respective parties’ proprietary information or material to which the other party may become aware of as a result of this Agreement, including but not limited to research data, methodologies, products, services, processes, formulas, technology, or other business information disclosed to one party by the other, either directly or indirectly, whether in writing, orally, or otherwise, but not including any of the foregoing that was known to the receiving party at the time of disclosure from a source other than the disclosing party or any third party that owed a duty of confidentiality with respect to such information to the disclosing party or which has become publicly known and made generally available through no wrongful act or omission of the receiving party or of others who were under confidentiality obligations with respect thereto. Each party agrees that with respect to the Confidential Information of the other party, during the term of this Agreement and thereafter, such party: (a) shall at all times maintain the confidentiality of the Confidential Information, using the same degree of care that such party uses to protect its own confidential information of a like nature and, (b) shall not disclose the Confidential Information to any other individual, entity, or third party, except as permitted herein or as may be requested or required by (or as deemed advisable by counsel under) applicable law, rule, regulation, court order, legal process, or governmental, judicial, regulatory, or self-regulatory oversight.

5. Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. You are required to comply with FERPA and its applicable regulations. Gaggle shall not disclose any student’s education records, personally identifiable information, or other related records monitored, maintained, and retained by Gaggle and/or other Services provided by Gaggle to any third party (other than your school organization) without prior authority. Gaggle shall maintain the privacy and confidentiality of all student education records and shall make available to your school organization the right to inspect and review the student education records upon request. Gaggle shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian, and/or your school organization, or by court order, administrative order, or subpoena. Notwithstanding the foregoing, to protect your school or district against the risks involved in handling explicit content involving minors, Gaggle registers incidents containing pornographic videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children (“NCMEC”). It is NCMEC’s mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children. For more information, consult the Gaggle Student Data Privacy Notice.

6. Support

Gaggle maintains a case system to manage all Customer issues. Gaggle provides customer service between the hours of 6:00 AM and 7:00 PM CT Monday through Friday. Customers can reach Gaggle by email (support@gaggle.net), telephone (800-288-7750), or by accessing a live chat feature within the Gaggle

interface and on the Gaggle website. After-hours support is provided through a monitored email account at support@gaggle.net.

Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

7. Assignment

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement, and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

8. Term of Agreement.

This agreement commences with the start of Services and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 10 or upon the expiration of the last Service Term or Renewal thereof.

9. Automatic Renewal of Services

Except as otherwise specified, Services shall automatically renew for successive one-year periods, unless and until terminated by either party in accordance herewith or unless either party provides written notice of non-renewal to the other party prior to the end of the then-current Services Term. Gaggle may increase pricing applicable to the renewal of any then-current Services Term by providing Customer with notice thereof, including by email, at least 30 days prior to the end of such term.

10. Termination

Customer may terminate the Services under this Agreement at the end of any contract by providing thirty (30) days' written notice of the intent to terminate. Gaggle may also terminate or suspend Services if you breach the conditions of this Agreement, the Gaggle Service Level Agreement (SLA), your contract, or Subscription Agreement.

You can cancel your Services by sending your cancellation notice to Gaggle, P.O. Box 735566, Dallas, TX 75373-5566; sending email to support@gaggle.net; or by fax to 309-665-0171.

Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

11. Limitation of Liability, Statute of Limitations

In no event shall Gaggle be liable with respect to Services (i) for any amount in the aggregate in excess of the fees paid by you; or (ii) for any indirect, incidental, punitive, or consequential damages of any kind whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action against Gaggle arising out of or related to use of Services or the

terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You assume total responsibility for the use of Gaggle Services and use these Services at your own risk. Gaggle exercises no control over and has no responsibility whatsoever for actions taken on the internet, and Gaggle expressly disclaims any responsibility for such actions. You acknowledge to Gaggle, and for Gaggle's benefit and the benefit of its directors, employees, licensors, and agents, that the Services may contain bugs and are not designed or intended for use in mission-critical environments requiring fail-safe performance.

12. Message Storage, Content Storage, and Other Limitations

The amount of email storage space and content storage space is limited for each user depending upon your contract or Subscription Agreement.

13. Communications

Except for any disclosure by you for technical support purposes, or as specified in the Gaggle Privacy Policy, all communications from you will be considered non-confidential and nonproprietary. You agree that any and all comments, information, feedback, and ideas that you communicate to Gaggle will be deemed, at the time of the communication, the property of Gaggle, and Gaggle shall be entitled to full rights of ownership including, without limitation, unrestricted right to delete, use, or disclose such communication in any form, medium, or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you. You are solely responsible for the content of your communications and their legality under all laws and regulations. You agree not to use Gaggle Services to distribute, link to, or solicit content that is defamatory, harassing, unlawful, libelous, harmful to minors, threatening, obscene, false, misleading, or infringing a third-party intellectual property or privacy rights.

14. Miscellaneous

Gaggle provides Services to your organization to assist it in the protection of your students and your organization. Gaggle shall undertake every commercially reasonable effort to update its Services to maximize detection of unsafe, graphic, and/or obscene communications. Gaggle does not warrant, represent, and/or guaranty that all unsafe communications can or will be detected while monitoring your student communications or website content.

Your organization is responsible for reviewing all Gaggle communications, and to take all reasonable and precautionary actions required by your organization to protect the interests of students including, but not limited to, notifying applicable governmental agencies and/or bureaus, such as child protection services pursuant to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

15. Notices

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

16. Indemnity

You agree to indemnify, defend, and hold Gaggle and its respective officers, directors, shareholders, employees, agents, representatives, successors, and assigns (collectively, the “Gaggle Indemnified Persons”) harmless from and against any and all third-party claims, liabilities, damages, losses, or expenses (including reasonable attorney’s fees and costs) arising out of, based on, or in connection with your access and/or use of Gaggle Services.

Gaggle’s indemnification from third-party claims for which we have no control, even when we do our job with 100% professionalism and client satisfaction, is a requirement of our insurance carriers and legal team.

Notwithstanding the foregoing, your indemnification obligations shall be limited to the extent that such claims or demands are the results of Gaggle’s breach of contract, gross negligence, or willful misconduct.

17. Taxes

All fees set forth in this Agreement and any invoices shall include all taxes except such “Transaction Taxes” which Gaggle is required by law to invoice and collect from Customer. Transaction Taxes, if any, will be separately stated on the invoice and will be paid by Customer to Gaggle unless Customer provides an exemption certificate to Gaggle or the transaction is statutorily exempt from Transaction Taxes. Gaggle shall be solely responsible for the timely remittance of all Transaction Taxes to the applicable Governmental Authority, and Gaggle shall pay (without reimbursement by Customer), and shall hold Customer harmless against, any penalties, interest, or additional taxes that may be levied or assessed as a result of the failure to invoice or delay of Gaggle to pay any such taxes. “Transaction Taxes” means sales and use taxes, value-added taxes, goods and services taxes, gross receipts taxes, and excise taxes, and excludes any tax on income, real or personal property taxes, or payroll taxes.

18. Trademarks

The trademarks, service marks, logos, slogans, and product designations of Gaggle (“Trademarks”) are the property of Gaggle.Net, Inc., and/or their respective owners. You have no right to use any such Trademarks, and nothing contained in Gaggle Services grants any right to use (by license, implication, waiver, estoppel, or otherwise) any Trademarks without the prior written permission of Gaggle or the respective owner.

19. Acknowledgment of Ownership Rights and Disclosure of Deliverables

Gaggle does not convey any ownership in and Gaggle will own in perpetuity all right, title, and interest, worldwide, in and to: (i) any intellectual property or related rights owned or licensed by Gaggle and used in the performance of Gaggle’s service hereunder, including Gaggle’s Confidential Information, and (ii) the frameworks, methodologies, processes, inventions, analytical tools, and industry data and insights that may be used or developed by Gaggle in the performance of Gaggle’s services hereunder along with any and all intellectual property rights in connection with the foregoing (the “Gaggle IP”).

20. Choice of Law

This Agreement is made in and shall be interpreted and governed in all respects in accordance with the laws of

the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions.

21. Violations

Please report any violations of these Terms & Conditions to Gaggle's Customer Service department at 800-288-7750, via email at support@gaggle.net, or fax to 309-665-0171.

22. General Questions

If you have any questions regarding the Terms & Conditions, please contact Gaggle's Customer Service department at 800-288-7750, via email support@gaggle.net, or fax to 309-665-0171.

Gaggle Service Level Agreement

Last Updated: February 16, 2024

This Enterprise Service Level Agreement (SLA) for Gaggle.Net, Inc. (“Gaggle”) Solutions (“Services”) is made in connection with, and is a part of, your (Customer) Gaggle invoice, Customer contract, or Subscription Agreement for Services including, but not limited to: Archiving & Backup, Safety Management, SpeakUp for Safety, After Hours, Mental Health Services, and ReachOut. This SLA establishes the understanding for Gaggle to provide any of these Services to ensure maximum performance and uptime. Compensation for the Services provided under this SLA shall be at the rates and terms set forth in a Gaggle invoice, Customer contract, or Subscription Agreement.

1. Descriptions of Services

Archiving & Backup

Gaggle Archiving & Backup includes the archiving of all Customer email messages up to 50 megabytes (MB) in size, and all cloud-based (Drive) files up to 300 megabytes (MB) in size.

This Service includes full-text indexing, tiered administrator access permissions, granular litigation management, audit logs of access and activity, policy-based data retention, and advanced search, data recovery, and export options. Gaggle shall not be required to archive, and Customer shall not transmit, miscellaneous documents, which are not attachments to specific email communications for the sole purpose of archiving non-email-related documents.

A separate drive-based archiving solution can also be purchased, which provides archiving of cloud-based files subject to certain file size and file type limitations. This service is intended for individual user-based file archiving versus the archiving of data systems.

Upon request, for an additional charge, all email content and cloud-based files archived by Gaggle may be delivered to the Customer.

Safety Management and SpeakUp for Safety Tipline

Gaggle shall monitor email, message communications, documents, and other file types subject to certain file size limitations within third-party services including, but not limited to, those from Google Inc. and Microsoft Corporation.

Gaggle shall not make Safety Management or SpeakUp for Safety tipline available to Customer until Customer has provided Gaggle with the identity of three (3) designated emergency contacts including all emergency contact information. “Designated emergency contact” means the individual(s) designated by you to receive and act upon Gaggle notifications. If applicable, Customer must also provide access to student information system (SIS) data.

If there is a change in any designated emergency contact and/or emergency contact information, you must immediately notify Gaggle of all applicable changes. Your failure to immediately notify Gaggle of any changes to the designated emergency contact information will result in the delay or inability of Gaggle to properly send notifications to your organization.

Web Activity Monitor Extension

Gaggle's Web Browser Extensions are an additional safety layer. The extensions monitor student activity on school-provided devices or in certain optional cases when students log in via their school-issued accounts on non-school computers. The extension is a lightweight add-on that does not interfere with or block activity on the device. The extension monitors content entered into the browser. This includes internet searches, text entered into emails, forms, social media sites, chat boxes, websites, and more. It will not capture Personal Identifiable Information (PII) or financial data. Customers will receive a screen capture from the student browser for user-created incidents. Activity that indicates bullying, suicide ideation, self-harm, and/or threats of violence will result in email notifications and immediate emergency phone calls when warranted.

Web Filter

Gaggle's Web Filter monitors and blocks access to inappropriate websites and content based on predefined policies set by the Customer. Customers can customize policies to align with their specific needs and guidelines, ensuring a safe and appropriate online environment for students.

After Hours

Gaggle Safety Team Members will alert designated local authorities, who can then determine the appropriate course of action to help ensure student well-being. Possible Student Situation (PSS) incidents occurring after hours, overnight, and on weekends will be handled by the Gaggle Safety Team. Gaggle will reach out to local authorities or social workers to perform a wellness check.

Gaggle will pull data from the district's Student Information System (SIS) so that we can provide the relevant information to authorities. Files with the student data will need to be uploaded daily via a file transfer (sFTP) for each group.

Mental Health Services

Gaggle shall provide outpatient individual and group therapy or coaching sessions to address a variety of experiences, symptoms, and disorders. These services are evidence-based and individualized to meet student or staff needs addressing symptoms related to mood disorders, substance use disorders, depression, anxiety, self-harm, PTSD, grief and loss, stress, trauma, etc.

School staff identify students for therapy or mental health coaching and Gaggle will reach out to those students' parents to coordinate the student intake process and obtain informed consent. Gaggle will then

match the students with licensed counselors and send a secure HIPAA-compliant video login link for each session.

Students will participate in ongoing 45-minute video sessions for a duration determined by the provider. Therapy sessions will be scheduled at convenient times for students, including evenings and weekends. Students will be able to log on for therapy sessions from home or at school.

All Gaggle Mental Health Services and activities comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

ReachOut

Gaggle will provide crisis response and de-escalation for students 24x7 via call, text, or web chat. Gaggle will provide each customer with a specific local number to connect with a ReachOut crisis responder. ReachOut is staffed with trained crisis responders to address youth crisis situations. Crisis response will involve local authorities if a student is deemed to be in a harmful and imminent situation. ReachOut is designed for in the moment response and not to be used as ongoing therapy or counseling services.

2. Service Standards

Gaggle shall regularly maintain and update, as needed, all Services. General maintenance typically shall not result in an interruption of Services (Downtime) except for Scheduled Downtime or Emergency Downtime, which is outside the control of Gaggle.

Gaggle guarantees that its Services shall be available 99.5% of the time in a given month, excluding Scheduled Downtime for maintenance and Emergency Downtime. Downtime exists when a particular Customer is unable to send or receive data from Gaggle servers, the failure is resolvable by Gaggle, and such failure has been clearly and fully communicated in writing to the Gaggle technical support team. Downtime shall be applicable until the server is able to send and receive data as confirmed by Gaggle's monitoring systems. Maintenance and updates to Services, which may require an interruption of Services, shall be scheduled by Gaggle through notice to Customer of the Scheduled Downtime. Gaggle shall undertake commercially reasonable efforts to arrange Scheduled Downtime for maintenance and updates to be performed during off-peak hours.

When third-party applications are used within Gaggle Services, Gaggle does not have control over these applications. Downtime of these applications is specifically excluded from this SLA.

3. Limitations

This SLA and any applicable Services do not apply to any of the following:

Issues that are due to factors outside of Gaggle's control including, but not limited to, natural acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers, failure of third-party software, or inability to obtain raw materials, supplies, or power used in or equipment needed for the provision of this SLA.

Interruptions that result from Customer and/or a third-party hardware or software and that are not within the primary control of Gaggle.

Issues that result from outages between Gaggle's Internet Service Provider and Gaggle servers.

Interruptions relating to Domain Name Server ("DNS") issues outside the control of Gaggle including DNS propagation or any delays in the registration or transfer of domain names and browser or DNS caching that may make Customer Site appear inaccessible when others can still access Customer Site.

Scheduled Downtime including upgrades and Emergency Downtime, as described in Section 2.

Customer acts or omissions (or acts or omissions of others engaged or authorized by Customer) including, without limitation, custom scripting or coding and any unauthorized, unlawful email practices.

Issues due to any negligence, willful misconduct, or use of the Services in breach of this SLA, Terms & Conditions, and other related documents.

4. Duration

This SLA shall commence on the Service Start (Commencement) Date and ends on the earlier of the Service End (Expiration) Date or at the time of termination in accordance with Section 7.

5. Roles and Responsibilities

The Services under this SLA are provided to Customer pursuant to Tiered Administrator Access Permissions, which Customer will select and assign to its users based on the access and security needs of the Customer's organization. Users shall only be allowed to access and utilize the Services based on the designated Administrator Access Permission. Customer is responsible to communicate all usernames and passwords to its users. Customer shall control all Customer Tiered Administrator Access Permissions and any changes to those Permissions.

Use of accounts shall be limited to those individuals granted access by the Customer, who is solely responsible for the assignment of accounts and the enforcement of user access security. Gaggle shall use commercially reasonable efforts to advise Customer in identifying any known security breach, but Gaggle shall not be liable to Customer or any user for any inability, failure, or mistake in connection with such assistance. Customer is responsible, at its own cost and expense, to maintain all Customer (Client) Software and Hardware Configurations recommended by Gaggle, which may be updated from time to time. Customer shall report to Gaggle any changes to its Customer (Client) Software and Hardware Configurations.

Customer shall be responsible for monitoring and reporting any problems with its Customer (Client) Software and Hardware Configurations to Gaggle through written or digital format. All Gaggle Services shall only be used in a manner consistent with the appropriate uses associated with the operations and functions of Customer's organization and shall not be contrary to public policy, the law, and commercially acceptable online etiquette. Failure to comply with these limitations may result in Gaggle suspending or terminating the Services of the violating user or all Customer accounts without notice. Gaggle maintains a ticket system to

manage all Customer issues. Gaggle provides customer service between the hours of 6:00 AM and 7:00 PM CT Monday through Friday.

Customers can reach our Customer Service team by email (support@gaggle.net), telephone (800-288-7750), or by accessing a live chat feature within the Gaggle interface and on the [Gaggle website](#). After-hours support is provided through a monitored email account at support@gaggle.net. Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

6. SLA Claim

If Customer believes Gaggle is in violation of this SLA, Customer should send an email to Gaggle at support@gaggle.net indicating the day(s) and time(s) in which the unavailability of Services occurred. Gaggle will review each claim and respond to the sender of the email within one (1) full business day.

7. Termination

Either party may terminate the Services under this SLA at any time by providing thirty-day (30) written notice of the intent to terminate. Gaggle may also terminate or suspend any and all Services immediately, without prior notice or liability, if Customer breaches any conditions set forth in this SLA or in the Terms & Conditions the Customer accepted by clicking the Accept button prior to accessing Gaggle Services. Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

8. Notifications

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

9. Assignment

Neither party may assign or transfer any part of this SLA without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

Gaggle Student & Staff Data Privacy Notice

Last Updated: July 17, 2023

Gaggle.Net, Inc. (Gaggle) has been working with K-12 schools and school districts since 1998 and has always maintained clear terms regarding how we treat student and staff data. We reinforce our commitment through participation in a pledge created by the Future of Privacy Forum (FPF) and the Software & Information Industry Association (SIIA) to advance data privacy protection regarding the collection, maintenance, and use of personal information.

We will:

- Not sell student or staff information
- Not behaviorally target advertising nor show advertising to any user
- Use data for authorized education purposes only
- Enforce strict limits on data retention
- Support parental access to, and correction of errors in, their children's information
- Provide comprehensive security standards
- Be transparent about the collection and use of data

Definition of Data

Data includes all personally identifiable information (PII) and other non-public information. Data includes, but is not limited to, student data, staff data, metadata, and user content. See Data Collection section for specific data types.

Scope of Policy

This Policy describes the types of information we may collect, or that you may provide, when registering with, accessing, or using Gaggle solutions. This Policy does not apply to information we collect offline or on Gaggle websites (such as our [company website](#)) or to information that you may provide to, or is collected by, third parties.

Purpose of Data Collection and Ownership

We consider all school and district data to be confidential and do not use such data for any purpose other than to provide services on your behalf and as outlined in your service level agreement or contract. Student data is the property of the school or district and remains in the school or district's control throughout the duration of any agreement/contract.

Role of School and School Officials

Although this Policy will focus mainly on what we do, and what we confirm we will not do, with student and staff data, we believe that schools and school officials are critical partners in our collective efforts to protect and ensure only appropriate use of student-related information entrusted to them and us. In that regard, schools and school officials using Gaggle solutions should be mindful that in granting or allowing access to Gaggle solutions, they are controlling who has access to student and staff information. When we reference

“granting or allowing access,” we are referring to both intentional actions, such as an administrator authorizing a Gaggle account for a teacher, as well as unintentional actions and consequences that may flow from, for example, a school’s failure to maintain sufficient data governance or security practices.

In cases where the Family Educational Rights and Privacy Act (FERPA) applies, access to certain student information remains the legal responsibility of the applicable school. In all situations, it is incumbent upon our customers to make an affirmative determination before furnishing access to anyone that the party has a legitimate need for access to Gaggle solutions and the sensitive information that may be accessible to that party through Gaggle solutions.

Information About Students

FERPA and Education Records

Although FERPA was enacted decades ago, and certainly well before internet-based services became ubiquitous in academic settings, one of its core tenets was and remains the protection of the privacy of PII in students’ education records. As defined in FERPA, “education records” are “those records, files, documents, and other materials which (i) contain information directly related to a student; and (ii) are maintained by an educational agency or institution or by a person acting for such agency or institution.” PII from education records includes information such as a student’s name or identification number, which can be used to distinguish or trace an individual’s identity, either directly or indirectly through linkages with other information.

FERPA requires that educational institutions and agencies that receive certain federal funds (for example, public schools) get prior consent from a parent or legal guardian before disclosing any education records regarding that student to a third party. Consequently, before you enter, upload, or access any data concerning a minor student, you must confirm that your agency or institution has (1) obtained appropriate consent from the parent or guardian of that student or (2) determined that one of the limited exceptions to the consent requirement applies.

Gaggle only uses PII from students’ education records to enable the use of Gaggle solutions to promote school safety and the physical security of students. Unless a school official expressly instructs otherwise, we will not share or reuse PII from education records for any other purpose. While we think those statements are clear, **to avoid any doubt, we will not use student PII to target students or their families for advertising or marketing efforts or sell rosters of student PII to third parties.**

FERPA (§ 99.31(a)(1)(i)(B)) permits schools to outsource institutional services or functions that involve the disclosure of education records to contractors, consultants, volunteers, or other third parties provided that the outside party: Performs an institutional service or function for which the agency or institution would otherwise use employees; Is under the direct control of the agency or institution with respect to the use and maintenance of education records; Is subject to the requirements in § 99.33(a) that the personally identifiable information (PII) from education records may be used only for the purposes for which the disclosure was made, e.g., to promote school safety and the physical security of students, and governing the redisclosure of PII from education records; and Meets the criteria specified in the school or local educational agency’s (LEA’s) annual notification of FERPA rights for being a school official with a legitimate educational interest in the education records.

COPPA and Children Under the Age of 13

The Children's Online Privacy Protection Act (COPPA) is a federal law designed to protect the privacy of children under 13 years old.

Gaggle's services are in compliance with the Children's Online Privacy Protection Act of 1998. Gaggle Services participates in the iKeepSafe Safe Harbor program. If you have any questions or need to file a complaint related to our privacy policy and practices, please do not hesitate to contact the iKeepSafe Safe Harbor program at COPPAprivacy@ikeepSAFE.org

1. Individual children are not allowed to sign up for any Gaggle solutions. **The only way a child may obtain access to a Gaggle solution is through their school.**
2. Each school is responsible for creating student accounts for any Gaggle solution. For example, schools may choose to list students' full names, grade level, and ID number in the record for each user. Entering data in these fields is optional and is intended for administrative purposes only.
3. The schoolwide data collected by Gaggle is the school's address, grade levels, and other aggregate information about the school's internet connection, computers, and the likelihood of students having devices such as smartphones or tablets.

Disclosure and Retention of PII

Gaggle will not distribute to third parties any staff data or student data without the consent of either a parent/guardian or a qualified educational institution except in cases of **Possible Student Situations (PSS)**, which may be reported to law enforcement.

To protect your students, the school or the district against the risks involved in handling sexually explicit content involving minors, **Gaggle registers incidents containing explicit videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children (NCMEC)**. It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children.

We may also disclose student or staff data to comply with a court order, law, or legal process (including a government or regulatory request), but before doing so, we will provide the applicable school with notice of the requirement so that, if the school so chooses, it could seek a protective order or another remedy. If after providing that notice we remain obligated to disclose the demanded student or staff data, we will disclose no more than that portion of data which, on the advice of our legal counsel, the order, law, or process specifically requires us to disclose.

If a third party purchases all or most of our ownership interests or assets, or we merge with another organization, it is possible that we would need to disclose data to the other organization following the transaction; for example, were we to integrate Gaggle with the other organization's product offerings. To the extent any such transaction would alter our practices relative to this Policy, we will give schools or school districts notice of those changes and any choices they may have regarding student or staff data. Notwithstanding the foregoing, in the event of a merger, acquisition, or substantial transfer of assets, we will provide you with notice within thirty (30) days following the completion of such a transaction, by posting on our homepage and by email to your email address that you provided to us. If you do not consent to the use of

your information by such a successor company, subject to applicable law, you may request its deletion from the company.

Finally, although we outlined earlier in this Policy what constitutes student or staff data, we also want to be clear about what information is not student or staff data or PII. Once PII, whether relating to a school or district employee or student, has been de-identified, that information is no longer PII. PII may be de-identified through aggregation or various other means. The U.S. Department of Education has issued [guidance on de-identifying PII in education records](#). In order to allow us to proactively address customer needs, we anticipate using de-identified information to improve Gaggle solutions and services. That said, we would use reasonable de-identification approaches to ensure that, in doing so, we are not compromising the privacy or security of the PII you entrust to us. **We will not attempt to re-identify de-identified data and will not transfer de-identified data to any party unless that party agrees not to attempt re-identification.**

Data Security and Protection of Data, Including PII

We have implemented measures designed to secure PII from accidental loss and unauthorized access, use, alteration, and disclosure. Among other things, PII is encrypted in transit to and from Gaggle using SSL technology. In addition, all PII is stored in multiple databases with extensive redundancy and failover maintained at data centers located in two geographically dispersed states, consistent with guidance from the U.S. Department of Education that storing sensitive education records within the United States is a “[best practice](#).” That said, unfortunately, the transmission of information via the internet is not completely secure and, although we do our best to protect PII, neither we nor any other hosted service provider can guarantee the security of all personally identifiable information.

Data integrity and accuracy are achieved through strict restrictions on how data may be accessed and by whom. Audit logs are kept to be able to track data modification. Additional security measures are in place to prevent and identify data tampering. In the extremely rare case of a data breach, we will immediately notify all customers affected using the primary email address specified in their accounts. It is the responsibility of our customers to contact parents or legal guardians regarding a data breach.

Gaggle has completed a SOC 2 Type 2 audit of the Trust Service Principles: Security, Availability, and Privacy. Our assessors’ review of our technology and practices resulted in a final SOC 2 report free of any disclosures, which evidences Gaggle’s unwavering commitment to information security and keeping our customers’ data safe.

According to the American Institute of CPAs:

“A Software-as-a-Service (SaaS) or Cloud Service Organization that offers virtualized computing environments or services for user entities and wishes to assure its customers that the service organization maintains the confidentiality of its customers’ information in a secure manner and that the information will be available when it is needed. A SOC 2 report addressing security, availability, and confidentiality provides user entities with a description of the service organization’s system and the controls that help achieve those objectives.”

Expiration of Agreement and Disposal of Data, Including PII

Upon the expiration or termination of any agreement/contract between a school or school district and Gaggle, we keep customer data for up to 30 days except in cases where state laws require a specific shorter or longer duration.

Any retained data will, of course, remain subject to the restrictions on disclosure and use outlined in this policy for as long as it resides with us.

Correction of Data

We only accept requests to change data from main contacts and administrators. Parents or legal guardians who request changes to student data should go through a school- or district-authorized main contact or administrator.

Focused Collection

- Geolocation data is not collected.
- Gaggle does not collect biometric data.
- No sensitive data is intentionally collected.

Data Collection

- Types of Data we can collect: Student first and last name, Student Physical Address, Student ID, Parent/Guardian First and last name, Parent/Guardian Physical address, Parent/Guardian Phone/Mobile Number, Parent/Guardian Email Address. While Gaggle can collect this data if provided by the district, the student email is the only required data point for Gaggle Services to be enabled.
- Gaggle does not combine personally identifiable information except for data produced by the school or district.
- All data collected will be used solely for the stated purpose of ensuring student safety as required by the product. All data is used only for the purpose for which it was collected for product requirements to ensure student safety.
- No user personal information is acquired from third parties.
- The product does not provide any links to external websites.
- Third parties are not allowed to access user information.

Data Sharing

- No data is shared with unrelated third parties unless requested by a customer or as required by law.
- All data collected will be used solely for the stated purpose of ensuring student safety as required by the product.
- Data is never shared with unrelated third parties for research, although de-identified data is used to improve the product.

Data Storage

- While aggregate data is maintained, none is shared with unrelated third parties.
 - **Third-Party Subprocessors**
 - **AWS (Amazon Web Services)** - for providing servers, databases and network infrastructure for storage, service delivery and other related services.
 - **Quadranet** - Physical Data Center that houses IT infrastructure for delivering applications and services. This location/Infrastructure is also used as a failsafe to provide 24/7 security and access control to our services.

Data Security

- User identity is not linked to other sources, except student information systems as provided by the school or district.
- Gaggle and our sub processing partners have completed a SOC 2 Type 2 audit of the Trust Service Principles: Security, Availability, and Privacy of all services and systems.

Data Rights

- Schools and districts operating in loco parentis control all student information and privacy settings.
- Users do not create or upload data on Gaggle but may do so via the platforms being monitored.
- Schools and districts may download data from the system.

Data Sold

- **No user data is ever sold to third parties. As such, an opt out is unnecessary.**
- User information is never transferred to a third party.
- Data is not shared with third parties for research or product improvement.

Data Safety

- Users cannot communicate with untrusted users via Gaggle. No communication via Gaggle is enabled for Gaggle Safety Management.
- **Users do not create profiles on Gaggle, nor do they engage in social interactions in the safety management system.**
- No personal information is displayed publicly.
- All user-created data is content filtered and none is displayed publicly.
- All interactions between users, social or otherwise, and administrator activities are logged.
- Users can report abuse or cyberbullying either directly in content, via the SpeakUp for Safety tipline, or by contacting Customer Support.

Ads & Tracking

- No marketing messages are ever sent to end users.
- Gaggle does not engage in sweepstakes, contests, or surveys with end users.
- **Gaggle does not engage in contextual or behavioral marketing.**

Parental Consent

- Gaggle is only provided to schools and districts operating in loco parentis. Students are subject to the school’s acceptable use policy.
- COPPA parental consent is provided via the school or district operating in **loco parentis**.
- Parental consent with respect to third parties does not apply as there are no third-party relationships and **consent is provided by the school or district**.
- Parental consent can be withdrawn via arrangements with the school or district.
- **Parental consent notice and submission methods are provided via the school or the district.**

School Purpose

- Gaggle is designed and built for K-12 students, schools, and districts but is not marketed to students.
- Gaggle does not publish or disclose directory information.

Changes to This Policy

We may update this Policy from time to time. If we make material changes, we will post the updated policy on this page (with a notice that the policy has been updated) and notify all customers, within 30 days by email using the primary email address specified in their accounts.

Contact Information

You can, and should, ask questions about this Policy and our privacy practices. You should always feel free to contact us at:

Gaggle.net, Inc.
5050 Quorum Drive
Suite 700
Dallas, TX 75254
Phone: (800) 288-7750
Email: support@gaggle.net



Gaggle Privacy Policy

Last Updated: September 9, 2022

Welcome to the company website of Gaggle.Net, Inc. (Gaggle).

This policy describes the types of information we may collect from you or that you may provide when you visit <http://www.gaggle.net> (the "Company Site") and our practices for collecting, using, maintaining, protecting, and disclosing that information. Please note: The information herein represents only the Company Site at <https://www.gaggle.net> and not Gaggle.Net, Inc. ("Gaggle") Solutions ("Services").

The Company Site is intended for a general audience. Although we may permit educators and parents to access Gaggle solutions through links provided on the Company Site, access to and use of Gaggle solutions is governed by separate agreements with customers and authorized users, including our [Student Data Privacy Notice](#), [Terms & Conditions](#), and [Service Level Agreement](#). In addition, this policy does not apply to information collected by us offline or through any other means or by any third party, including through application or content (including advertising) that may link to or be accessible from or on the Company Site.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use the Company Site. By accessing or using the Company Site, you agree to this privacy policy. This policy may change from time to time (see "Changes to this Privacy Policy"). Your continued use of the Company Site after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children Under the Age of 13 and Student Education Records

The Company Site is not intended for children under 13 years of age or for use in connection with student education records. We do not knowingly collect personal information from children under 13, or information that may comprise student education records, through the Company Site. If you are under 13, do not use or provide any information on the Company Site or on or through any of its features. In addition, regardless of age, you should never provide student education records on or through the Company Site. If we learn we have collected or received personal information from a child under 13 without verification of parental consent or any education records of a minor student through the Company Site, we will delete that information.

To learn more about our practices with respect to student information entered into Gaggle solutions, please refer to our [Student Data Privacy Notice](#).

Information We Collect About You and How We Collect It

We collect several types of information from, and about, users of the Company Site, including information:

- By which you may be personally identified, such as name, employer, job title, postal address, email address, and telephone number ("personal information")
- About your internet connection, the equipment you use to access the Company Site, and other usage details

We collect information:

- Directly from you when you voluntarily provide it to us by completing web forms on the Company Site, such as requests for marketing or other information
- Automatically as you navigate through the Company Site, such as usage details, IP addresses, operating systems, browser types, and information collected through automatic data collection technologies, including cookies, web beacons, and other tracking technologies
- That details your visits to the Company Site, including traffic data, location data, logs, and other communication data, and the resources that you access and use on the Company Site
- Including records and copies of your correspondence (including email addresses), if you choose to contact us
- To help us estimate our audience size and usage patterns
- To recognize you when you return to the Company Site

The technologies we use for this automatic data collection may include:

Cookies (or browser cookies): A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of the Company Site. Unless you have adjusted your browser setting so that it will refuse cookies, the Company Site will issue cookies when you direct your browser to the Company Site.

Web Beacons: Pages of our Company Site and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Tracking Technologies

The Company Site works with third parties when you use the Company Site and to perform services on our behalf. We do not control these third parties' tracking technologies or how they may be used. If you have any questions, you should contact the responsible provider directly.

- **Act-On** allows us to track the activity of anonymous and known prospects coming to the Company Site.
- **AddThis** is a social bookmarking service integrated into the Company Site through the use of a web widget to allow visitors to easily share content.
- **Disqus** is a networked community platform that allows the Company Site to gain a feature-rich comment system complete with social network integration, advanced administration and moderation options, and other extensive community functions.
- **Google Analytics** is a web analysis service provided by Google Inc. ("Google"). Google utilizes the data collected to track and examine the use of the Company Site, prepare reports on its activities, and share them with other Google services.
- **Service Cloud** is a customer service platform that allows the Company Site to create customer relationships that are meaningful, personal, and productive through the use of live chat.

How We Use Your Information

We use information that we collect about you, or that you provide to us while visiting the Company Site, including any personal information:

- To present the Company Site and its contents to you
- To provide you with information about solutions or services that you request from us or that may be relevant to you
- To fulfill any other purpose for which you provide it
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection
- To notify you about changes to the Company Site or any of our solutions or services
- In any other way that we may describe when you provide the information
- For any other purpose with your consent

Disclosure of Your Information

We may disclose aggregated information about our visitors to the Company Site, and information that does not identify any individual, without restriction. Unless otherwise stated herein, we will not disclose to any third party personal information that we collect or that you provide unless you provide consent to do so. We may disclose your personal information:

- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the Company's assets
- To comply with any court order, law, or legal process, including responding to any government or regulatory request
- To enforce or apply our Terms & Conditions or Service Level Agreement
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our company, our customers, or others

Choice/Opt Out

The Company Site gives users the following options for removing their information from our database to not receive future communications or to no longer receive our service:

- You can send an email to support@gaggle.net
- You can send mail to the following postal address: P.O. Box 735566, Dallas, TX 75373-5566
- You can call the following telephone number: 800-288-7750

Correcting and Updating Information

The Company Site gives users the following options for changing and modifying information previously provided:

- You can send an email to support@gaggle.net
- You can send mail to the following postal address: P.O. Box 735566, Dallas, TX 75373-5566
- You can call the following telephone number: 800-288-7750

Telephone Calls

Telephone calls to and from Gaggle may be recorded for training or monitoring purposes only.

Trademarks

All trademarks, service marks, trade names, logos, and graphics (“Marks”) indicated on this site are registered trademarks of Gaggle, its affiliates, and/or licensors in the United States and other countries. You may not make any use of Gaggle Marks without the prior written consent of Gaggle.Net, Inc.

The company, solutions, and service names used on this website are for identification purposes only. All trademarks and registered trademarks are the properties of their respective owners.

Changes to This Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users’ personal information, we will notify you via a notice on the Company Site home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for periodically visiting the Company Site and this privacy policy to check for any changes.

Contact Information

You can, and should, ask questions about this policy and our privacy practices, or feel free to report complaints. You should always feel free to contact us at:

Gaggle.net, Inc.
5050 Quorum Drive
Suite 700
Dallas, TX 75254
Phone: (800) 288-7750
Email: support@gaggle.net



10. **PROFESSIONAL DEVELOPMENT SERVICES (Sarah Seymore)**

- a. NWEA Service Agreement for MAP® Growth™ Assessments and Professional Development
- b. Embassy Suites by Hilton Norman Hotel and Conference Center Group Sales Event Agreement for the 2025 Celebration of Excellence
- c. Instructional Empowerment, Inc. dba Learning Services International dba Marzano Evaluation Center iObservation Subscription Agreement
- d. Instructure Inc. Software Maintenance Subscriptions for Canvas and Mastery Connect



May 17, 2024

**GROUP SALES EVENT AGREEMENT
(Catering Only)**

This **Group Sales Event Agreement** ("Agreement") is by and between **Norman Public Schools** ("Group" or "you" or "your(s)") and **JQH - Norman Development, LLC, d/b/a Embassy Suites by Hilton Norman Hotel & Conference Center** (the "Hotel" or "we" or "us" or "our"). Group and Hotel are each a "Party" and, collectively, the "Parties").

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Sarah Seymore	Name of "Event":	Celebration of Excellence Banquet
Title:		Date(s) of Event:	Thursday, April 10, 2025 - Friday, April 11, 2025
Responsible Party (Company Name or Individual):	Norman Public Schools	Post to Reader Board as:	Celebration of Excellence Banquet
Address:	131 S. Flood Ave.	Hotel Contact:	Dee Cody
City, State, Zip:	Norman, OK 73069	Title:	Director of Event Sales
		Property Address:	2501 Conference Drive Norman, OK 73069
Phone:	(405) 364-1339	Phone:	(405) 364-8040
Email	sseymore@norman.k12.ok.us	Email:	deann.cody@atriumhospitality.com

The Hotel will provide your requested function space in accordance with and at the rates set forth in the following Schedule of Events. The Hotel reserves the right to adjust function space at the reservations due date if attendance projects lower than contracted. Please ensure that the Schedule of Events includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

SCHEDULE OF EVENTS

Date	Time	Event Name	Room	Setup	AGR	Rental
Thu, 04/10/25	5:00 PM - 11:30 AM	Setup	UNIV A			\$0
Fri, 04/11/25	6:00 AM - 10:00 PM	Storage	NORTHPARK	Existing Setup	10	\$0
Fri, 04/11/25	8:30 AM - 5:00 PM	Setup	BOOMER	Cocktail Rounds	50	\$300
Fri, 04/11/25	1:00 PM - 6:00 PM	Group Setup	OK BLRM	Round Tables of 10	550	\$0
Fri, 04/11/25	1:00 PM - 9:00 PM	Group Setup	OK BLRM	Round Tables of 10	550	\$0
Fri, 04/11/25	3:00 PM - 4:00 PM	Rehearsal	OK BLRM	Cocktail Rounds	550	\$0
Fri, 04/11/25	5:00 PM - 7:00 PM	Reception	BOOMER	Existing Setup	50	\$0
Fri, 04/11/25	5:30 PM - 8:00 PM	Reception Drinks	OK BLRM	Existing Setup	550	\$0
Fri, 04/11/25	5:30 PM - 11:00 PM	Cash Bar	OK BLRM	Special Setup Instructions	550	\$0
Fri, 04/11/25	6:30 PM - 11:00 PM	Awards Program	OK BLRM	Cocktail Rounds	550	\$1,000

Specific meeting rooms cannot be guaranteed and are subject to change

The use of the Hotel's exhibit space will be governed by the attached "Terms and Conditions Governing Use of Exhibit Space" which is incorporated herein by this reference.

32,500

GUARANTEED ATTENDANCE AND MENU SELECTIONS: Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the event services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to commencement of your Event. A Banquet Event Order will be sent to you to confirm all final arrangements and prices. If you do not advise Hotel of any corrections or changes to the Banquet Event Order by the date requested by Hotel, the Banquet Event Order will be considered accepted by you as correct. Group will be responsible for the charges listed on the Banquet Event Order or the Agreed Minimum Food and Beverage Revenue figure, whichever is greater, plus applicable tax and service charges. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

ALL RESERVATIONS AND THIS AGREEMENT are subject to the rules and regulations of Hotel and the following conditions:

SERVICE CHARGE: A service charge of 25% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your Event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your Event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your Event.

AGREED MINIMUM FOOD AND BEVERAGE REVENUE: Based on the above Schedule of Events, the "Agreed Minimum Food and Beverage Revenue" is \$25,500.00. This amount does not include service charges or taxes, if applicable, which are noted separately herein, and any additional requested function space or food and beverage shall be extra. If the Agreed Minimum Food and Beverage Revenue Figure is not met, any balance will be posted as a food and beverage attrition charge to your Master Account, plus applicable taxes and service charges.

FACILITIES AND SERVICES COMMITMENT: When you contract for meeting facilities and for food and beverage services, those facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of this Agreement. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted services or facilities if you do not use them, either as the result of a cancellation of your Event ("cancellation") or as the result of usage of less than your contracted food and beverage services for the above Schedule of Events ("attrition"). In most instances, when groups do not use their contracted facilities or services, the Hotel is unable to resell those facilities or services and even when the facilities or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are resold to groups that do have the same needs as the original group, etc. Even when facilities or services may be resold, it is costly to re-market the facilities and services, and such efforts divert the attention of our sales staff from selling the Hotel's facilities and services for other times. And we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, the Parties agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your Event above and beyond the revenue derived from the provision of food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your Event, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition .

CANCELLATION: It is understood that Hotel loses substantial revenue upon the Group's cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group cancels or is deemed to have cancelled the Event.

If any single function is cancelled, the Group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet the Agreed Minimum Food and Beverage Revenue. Group agrees to notify Hotel in writing within five (5) business days of any decision to cancel. If the entire Event is cancelled Group agrees to pay Hotel, as follows:

CANCELLATION FEES:

Cancellation Fee is based on Agreed Minimum Food and Beverage Revenue, all other applicable Event charges (e.g., setup charges, audio visual charges, etc.), service charges for a total amount of \$32,500.00 plus applicable taxes.

Cancelled more than 181 days prior to arrival	50% plus applicable taxes
Cancelled 91 - 180 days prior to arrival	75% plus applicable taxes
Cancelled within 90 days prior to arrival	90% plus applicable taxes

Your written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

DEPOSIT AND PAYMENT REQUIREMENTS: Group has approved Direct Bill

If you wish to apply for credit, please complete the enclosed direct bill application form and return it with the signed Agreement. If you wish to pay by credit card, please complete the enclosed Credit Card Authorization form and return it with the signed Agreement.

Please note that any credit approvals will expire after 12 months. In addition, Hotel reserves the right to withdraw a prior credit approval if Group fails to pay in full charges associated with any prior event at the Hotel or any other hotel owned or operated by Atrium Hospitality or its affiliates, or if there is any material adverse change in Group's credit standing. If credit approval is withdrawn or expires, Group must make deposit payments in accordance with the below schedule, with Group paying any previously scheduled deposit amounts by the earlier of (A) five (5) days after the Hotel notifies Group of the withdrawal or expiration of credit, or (B) three (3) days prior to the date of the Event.

If credit is not established in advance by Group with Hotel and maintained, you must make payments in accordance with the below payment schedule. All deposits will be credited to Group's Master Account

** Final deposit payment must be by credit card, certified or official bank check, money order, or bank transfer, with wiring instructions to be provided by Hotel.*

Checks and money orders should be made payable to Embassy Suites by Hilton Norman Hotel & Conference Center and be delivered to:

Embassy Suites by Hilton Norman Hotel & Conference Center
Attention: Accounting Department
2501 Conference Drive
Norman, OK 73069

For payment by wire or ACH transfer, the Hotel's current bank wire instructions have been sent along with the Hotel Agreement through Sertifi. You are responsible for ensuring any wire is sent to the correct account. If you receive wire instructions not sent through Sertifi at any time, even if the same appear to be sent by the Hotel, you must verify the same by calling the hotel accounting office using a trusted known or independently verified phone number.

If any deposit payment is not made when due, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.

In addition to any other amounts authorized by this Agreement, the following items shall be charged to the Master Account: food and beverage charges, meeting space rental charges, (incidentals), (parking), (portage fees), service charges, attrition charges, cancellation charges, (charges for third-party services and/or supplies arranged through the Hotel), (audio-visual charges) and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the Event, plus applicable taxes and governmental charges. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.

During the course of your Event, we would be pleased to meet with you each day at a mutually agreed upon time to review the charges applied to your Master Account and to keep it accurate and up to date. Please inform your Event Services Manager of a convenient time that you wish to establish for a daily meeting.

If credit was not established and maintained, any Master Account balance is due at the conclusion of the Event. Where credit was established and maintained, the Master Account balance will be invoiced to the Group within 10 days after the Event concludes and shall be due and payable by Group within 10 days after the date of invoice. Master Account charges may be paid in the form of a check or bank transfer. All deposits, balances or charges not paid when due will bear interest at the lesser of 1.5% per month or the maximum rate permitted by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to any amounts payable by Group under this Agreement, all costs associated with that collection action, including attorney's fees, shall be payable by Group and may be posted to the Master Account.

TAX EXEMPT STATUS: If Group maintains a tax exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to Group's arrival in order to be exempt from taxes. **Please note, tax exempt status pertains to the Master Account only.** Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

AUDIO-VISUAL EQUIPMENT: Group agrees to work exclusively with Hotel or Hotel's exclusive audio-visual provider for Group's audio-visual needs. Any exceptions require Hotel approval and shall be subject to a Hotel fee of \$1,000.00, plus tax, Applicable service charges and taxes will apply to all charges for audio-visual services, whether provided by the Hotel or Hotel's exclusive provider.

INSURANCE AND INDEMNIFICATION: Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising out of its activities or relating to its respective obligations under this Agreement, with liability coverage of not less than \$2,000,000.00 per occurrence. Group's insurance policy shall name the **JQH - Norman Development, LLC, d/b/a Embassy Suites by Hilton Norman Hotel & Conference Center** and Atrium Hospitality LP (collectively, the "Hotel Parties") as additional insureds. With respect to any claims or other liability for which Group is responsible, Group's insurance will be primary and not contributory to any insurance maintained by the Hotel Parties. Damage caused by the Group or its attendees or contractors will be the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. Group will carry workers compensation coverage as required by law. Group will carry workers compensation coverage as required by law. Group will provide Hotel with a copy of their Certificate of Insurance no later than thirty (30) days prior to arrival.

For your information only, if you do not currently have insurance to cover your Event, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. This insurance protects you for covered matters that might occur during your Event and for which you might otherwise have liability. When purchasing single event

insurance, you should select general liability and property damage coverage, and name **JQH - Norman Development, LLC, d/b/a Embassy Suites by Hilton Norman Hotel & Conference Center** and Atrium Hospitality LP as additional insureds. And provide a copy of the insurance certificate to the Hotel sales team for placement in your file.

The Group shall indemnify, defend and hold harmless **JQH - Norman Development, LLC, d/b/a Embassy Suites by Hilton Norman Hotel & Conference Center** and Atrium Hospitality LP and their respective officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's and/or its attendees', members', agents', employees', independent contractors' or exhibitors' negligence, including but not limited to claims arising out of the Group's distribution of pre-keyed room key cards, rooming lists or any other confidential information relating to its attendees.

ELECTRICAL/PHONE SETUP: All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel's Event Services Department.

OUTSIDE FOOD AND BEVERAGE: Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required. Outside vendors shall be required to comply with (A) all applicable rules and regulations of Hotel for outside contractors, and (B) such additional directives as may be instituted by Hotel from time to time for the protection of the hotel and its occupants. These directives may include, without limitation, requirement of use of face masks, distancing, and protocols for the cleaning and sanitizing of areas and for the safe disposal of wastes.

SHIPPING AND RECEIVING: Due to limitations in secured storage space, the Hotel will only accept packages as follows:

Boxes/packages may be sent for arrival a maximum of 48 hours prior to group arrival and will be marked with the responsible party's name, Group name, plus "Hold for Arrival Date of Thursday, April 10, 2025". There will be a handling charge as follows:

Boxes up to 36" x 24" x 24"	\$5.00 per box
Larger boxes / display cases	\$10.00 per box
Pallets	\$150.00 per box

Charges will be placed on the Master Account unless otherwise directed. Additional labor charges may be incurred depending on the size of the shipment, at the discretion of the Hotel. Hotel will not be responsible for any shipping charges, damages or loss to any packages or boxes.

WAIVER OF JURY TRIAL: HOTEL AND GROUP EACH hereby waives all right to trial by jury in any claim, action, proceeding or counter-claim by either Hotel or Group against each other on any matters arising out of or in any way connected with this Agreement.

ENTIRE AGREEMENT: This Agreement, including the below-referenced **Additional Terms and Conditions**, and the appendices, attachments, addenda and exhibits attached hereto and hereby incorporated herein, constitutes the entire agreement between the Parties superseding any and all prior proposals, negotiations, representations, commitments and other communications between the Parties, whether oral or written, concerning the Event. This Agreement shall be deemed "accepted" and binding on the Parties only after it has been signed and delivered by a representative of the Group and thereafter by a representative of the Hotel. No representative of the Hotel is authorized to make any representation which varies from the express terms of this Agreement. This Agreement cannot be amended or supplemented except in writing signed by a representative of the Group and the Hotel's Director of Sales or General Manager. Group shall present Hotel an executed version signed by Group's representative prior to **Monday, July 01, 2024**.

ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as set forth above, this Agreement also includes the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website, which terms and conditions are hereby incorporated into and made a part of this Agreement: <https://atriumhospitality.com/terms-and-conditions/>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign and if applicable on behalf of Group/Client named above.

ACCEPTED AND AGREED TO:

Norman Public Schools

Group: Celebration of Excellence Banquet

HOTEL:

JQH - Norman Development, LLC
d/b/a Embassy Suites by Hilton Norman Hotel & Conference Center

By:

Name: President, NPS Board of Education

Dated:

By:

Name: Dee Cody, Director of Event Sales

Dated:

By:

Name: Jennifer Alexander, Director, Sales & Events

Dated:

SALES ORDER

Order Date: 05/01/2024

Start Date: 07/01/2024

Order #: 00097674

End Date: 06/30/2025

Prepared For

Account Name: Norman Public Schools

Agency Code: 21772

Primary Contact: Sarah Seymore

Email: sseymore@normanps.org

Customer Information

Norman Public Schools
131 S Flood Ave
Norman, OK 73069-5463
United States

Bill-To Information

Norman Public Schools
NPS Admin Services
131 S. Flood
Norman, OK 73069
United States

Sales Point of Contact

Vicky Billings

vicky.billings@nwea.org

Products & Services

Product	Catalog Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth K-12	\$14.50	\$7.50	1,500	\$11,250.00	-\$10,500.00
MAP Growth Subsidy	\$0.00	\$6.00	1,500	\$9,000.00	-\$9,000.00
MAP Growth K-12	\$14.50	\$13.50	1,110	\$14,985.00	-\$1,110.00

Discount	-\$2,610.00
Subtotal	\$35,235.00
Estimated Tax	\$0.00
Grand Total	\$35,235.00

Notes

Alcott, Longfellow, Whittier Middle Schools Renewal. MAP Growth Subsidy (\$9,000) will be paid by OPSRC. District pays the remainder of \$11,250.

Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.



Until this Sales Order is signed, the pricing is valid for 30 days from the Order Date listed at the top of this document. Please confirm the billing address or specify changes to your Sales Point of Contact.

For a copy of the latest NWEA division W-9, it is available at <https://support.hmhco.com/s/article/Billing-and-Invoices>. Click on "Requesting a W-9" and select "NWEA".

The Tax ID for NWEA, a division of Houghton Mifflin Harcourt Publishing Company, is 04-1456030.

Terms and Conditions

This Sales Order is between Customer and NWEA, a division of Houghton Mifflin Harcourt Publishing Company, and is subject to the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase> (the "Agreement") for the Products and Services listed above. By signing this Sales Order, you agree you have read, understand, and agree to the Agreement.

OPSRC Program Terms. Customer, as an OPSRC Member, grants NWEA permission to provide aggregate, non-personally identifiable MAP® Growth assessment data to OPSRC for the Services Periods (2023-2024, 2024-2025, and 2025-2026). This includes sharing onsite, virtual, and blended partner services activities including but not limited to dates, content, number of attendees, and location with OPSRC. Pricing and data sharing details between NWEA and OPSRC can be found in **Attachment 1**, attached hereto.

Signature

Customer
Signature: _____

Customer
Printed Name: _____

Date: _____

Customer Title _____



Attachment 1

OPSRC Program Terms

To help fund your **NWEA MAP® Growth** purchase, your school district is eligible for a subsidy.

This subsidy is limited to the annual Services Periods (2023-2024, 2024-2025, and 2025-2026). The price per student license for each year is as follows:

- **Year 1:** District pays \$5.50 per student license; OPSRC pays or subsidizes \$8.00 per license; if minimum license is purchased, 75% of the cost subsidized
- **Year 2:** District pays \$7.50 per student license; OPSRC pays or subsidizes \$6.00 per license; if minimum license is purchased, 50% of the cost subsidized
- **Year 3:** District pays \$9.50 per student license; OPSRC pays or subsidizes \$4.00 per license; if minimum license is purchased, 25% of the cost subsidized
- **Year 4 and beyond:** District pays \$13.50 per student license if MAP® Growth license quantity reflects 75% or more of total K-12 student enrollment within district; no OPSRC subsidy available. (List price for MAP® Growth is \$14.50)

For the avoidance of doubt, the first year the Customer as an OPSRC Member (i) enrolls in the OPSRC Program; and (ii) executes an Agreement with NWEA to subscribe to MAP® Growth will be **Year 1**. Each subsequent year the OPSRC Member renews will be **Year 2** or **Year 3** respectively, so long as the Memorandum of Understanding between NWEA and OPSRC is in effect and the renewal occurs within one of the Services Periods stated herein.

For example, during the first year a Customer enrolls (**Year 1**), and that single Customer school within a larger district joins OPSRC, as an OPSRC Member and partners with NWEA to purchase MAP® Growth, the next year (**Year 2**), if all the schools within that same OPSRC Member district joins OPSRC and partners with NWEA, the entire OPSRC Member district is now eligible for the OPSRC **Year 2** subsidy. Similarly, during the first year a Customer enrolls (**Year 1**), that single Customer school or district as an OPSRC Member is now eligible on its own for the OPSRC **Year 2** subsidy.

The OPSRC Program may be terminated by either NWEA or OPSRC prior to the conclusion of **Year 2** (2025) by either party signing a written letter of termination opting out of the OPSRC Program. In such event, subsidies for eligible OPSRC Member Customers' MAP® Growth and/or MAP® Reading Fluency licenses will be available only through the end of the then-current academic year (i.e., **Year 1**, **Year 2**, or **Year 3**) prior to the termination.





Quotation

Company Address Instructional Empowerment, Inc.
dba Marzano Evaluation Center
175 Cornell Rd., Suite 18
Blairsville, PA 15717
US

Quote Number Q-31491
Expiration Date

Vendor Account No. 215

Payment Terms Net 30

Program Partner Claire Erwin
Phone 805-470-9234

Make checks payable to: Instructional Empowerment, Inc.
Fax Signed Quote to: (724) 240-6475

Bill To Name Norman Ind Sch Dist 29
Bill To 131 S Flood
Norman, OK 73069-5463
US

Contact Name Amy Shannon
Phone (641) 792-5809
Email shannona@newton.k12.ia.us

NOTE: On-site Professional Development sessions require a minimum of a **30-day** advance notice. Purchase Orders must be received prior to any date or faculty requests can be honored. Any Professional Development requested with less than 30-day's notice is subject to faculty availability and a \$500 expediting fee.

QTY	PRODUCT	CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
24.00	IE Observation Annual License, Marzano (Building) - Renewal	TEC-iO-R1y-Bdg-102-Marz	IE Observation Annual License, Marzano (Building) - Renewal. 1-year license including up to 102 user licenses. <ul style="list-style-type: none"> • Norman Public Schools IE Observation renewal 24-25 • Renewal term: 8.1.24 - 7.31.25 	USD 2,228.00	USD 53,472.00
TOTAL:					USD 53,472.00

Notes:

Instructional Empowerment, Inc. Terms & Conditions

Customer Acknowledgment

Customer acknowledges agreement with these Terms & Conditions of Sale by placement of an order to purchase products or services from Instructional Empowerment, Inc. or associated DBAs.

Prices

Prices quoted are good for 30 days from the date of proposal or quote, unless otherwise stated in writing. All prices stated in USD unless otherwise noted.

Payment

Purchase order or payment is required prior to order fulfillment. Make checks payable in USD to "Instructional Empowerment, Inc." or "Marzano Evaluation Center," and submit to 175 Cornell Road, Suite 18, Blairsville, PA 15717.

Purchase Orders

Please reference quote number (shown above) on all purchase orders. Purchase orders should be sent to Instructional Empowerment, Inc. or associated DBAs, 175 Cornell Road, Suite 18, Blairsville, PA 15717 or faxed to (724) 240-6475 or emailed to: orders@instructionalempowerment.com

Terms

Standard payment terms are net 30 from date of invoice. Seller reserves the right to charge interest at the rate of 0.5% per month on past due balances. Seller also reserves the right to submit invoices greater than 90 days past due to a third party agency for collection.

Scheduling

On-site training and professional development sessions requires 30 days advance notice. Purchase order or payment must be received before training dates can be reserved. Trainings scheduled at the Customer's request with less than 30 days advance notice are subject to availability and a \$500 expediting fee.

All training sessions must be scheduled no later than 12 months following receipt of purchase order.

Cancellation/Rescheduling

Virtual Sessions may be cancelled or rescheduled 7 or more calendar days before the scheduled date of the event without penalty. Customers who cancel/reschedule the virtual session within 1-6 calendars days prior to the event, will be charged 50% of the event price. If a customer does not show up for the event, or cancels on the day of the event, the customer is responsible for 100% of the event price.

On-Site Trainings may be cancelled or rescheduled 14 or more calendar days before the scheduled training date without penalty. Customers who cancel/reschedule the on-site training up to 3 calendar days prior to the training date will be charged 50% of the training price. For cancellations 0-3 calendar days before the scheduled training date, including no-shows or same-day cancellations, will be charged 100% of the training price.

All cancellation or rescheduling requests must be made with the Scheduling Team either by email to scheduling@instructionalempowerment.com or by phone by calling toll free 1-866-731-1999.

FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion.

Shipping and Handling

Shipping and Handling for print materials shown at standard ground rates. Please allow 7-10 business days for order processing and delivery. Expedited or overnight shipping available for some items. Additional fees may apply.

Instructional Empowerment, Inc. will fulfill your order based on the quantity of materials shown on your purchase order. Should you request additional copies of materials, you will be invoiced for the materials plus shipping and handling. Expedited or overnight shipping may apply.

Sales, Use, Value Add and other Taxes

Customers exempt from sales taxes must provide a copy of their current exemption certificate, if applicable. Instructional Empowerment, Inc. reserves the right to charge sales, use, and/or value added tax in addition to quoted product prices as required by taxing authorities, if applicable. Actual sales tax billed will be based on Seller's sales tax collection requirements and Customer's current jurisdiction rates in effect on the date of invoice.

Materials Reprint Licenses

Professional development sessions and related materials are revised periodically to reflect most current research and provide the best possible experience for the learners. Updates to materials covered under reprint licenses will be provided free of charge upon request during the terms of the license. Customers are advised to print only sufficient quantities to cover their immediate training needs.

Recording of Presentations

All audio and video recording is prohibited without written consent from Instructional Empowerment, Inc.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and return with Purchase Order.

THANK YOU FOR YOUR BUSINESS!



Services Order Form

Order #: Q-345158-1
 Date: 2024-05-03
 Offer Valid Through: 2024-06-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Norman Public Schools

Address: 131 S FLOOD AVE
 City: NORMAN
 State/Province: Oklahoma
 Zip/Postal Code: 73069
 Country: United States

Order Information

Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: _____
 Email: _____
 Phone: _____

Primary Contact

Name: Sarah Seymore
 Email: sseymore@normanps.org
 Phone: +1 405 366 5858

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2024-07-01	2025-06-30	User	9,400	USD 6.17	USD 57,998.00
24x7 Tier 1 Support (Faculty Only)	2024-07-01	2025-06-30	30% of Subscription (Minimums Apply)	1	USD 17,399.40	USD 17,399.40
Canvas Studio Cloud Subscription	2024-07-01	2025-06-30	User	9,400	USD 2.04	USD 19,176.00
Mastery Connect Bundled Subscription	2024-07-01	2025-06-30	User	550	USD 5,907.00	USD 5,907.00
Training Portal Standard - Core + Advanced On-Demand Content	2024-07-01	2025-06-30	Per Event	9,400	USD 4,716.80	USD 4,716.80
Recurring Sub-Total						USD 105,197.20
Year 1 Total						USD 105,197.20
Grand Total:						USD 105,197.20

Package Information

Included in your MasteryConnect Bundle:

MasteryConnect Subscription

MasteryConnect Student Licensing - GradeCam

Deliverable	Description	Expiration	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	N/A	9,400
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$4,500)	N/A	1
Canvas Studio Cloud Subscription	Canvas Studio - K-12 Subscription (User)	N/A	9,400
Mastery Connect Subscription	Mastery Connect - Subscription	N/A	550
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	550

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

3rd Party Product	Description	Expiration	Qty
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	550
Mastery Connect Subscription + GradeCam		N/A	1

Professional Services	Description	Expiration	Qty
Training Portal Standard - Core + Advanced On-Demand Content	Unlimited access to core and advanced on-demand training content for teachers and admins through the Training Portal.		9,400

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Canvas Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure’s support terms are available as follows:
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
 Portfolium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:
<https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Norman Public Schools

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

Instructure, Inc.

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

11. **HEALTH SERVICES (Beth Roberson)**

- a. Capital Waste Solutions Service Agreement to Collect and Transport Regulated Medical Waste
- b. Norman Regional Health System (NRHS) Training Center Agreement for AHA Training Sites Support
- c. Total Wellness LLC Agreement for Employee Health Exams



CAPITAL WASTE SOLUTIONS SERVICE AGREEMENT

Service Address:	Billing Address:
Facility Name _____	Facility Name _____
Address 1 _____	Address 1 _____
Address 2 _____	Address 2 _____
City/State/ZIP _____	City/State/ZIP _____
Facility Phone _____	Billing Contact _____
Contact Person _____	Billing E-Mail _____
Contact E-Mail _____	Billing Phone _____
Contact Phone _____	Preferred Invoice Delivery Method, Paper or Email _____

Services to be Provided	
Payment Schedule: _____ Service Frequency: _____ Medical Waste Container Size & Quantity: _____ Additional Pickup Cost: _____	Compliance Training <input type="checkbox"/> Sharps Containers Size & Quantity _____ Type of Waste Generated _____ _____

Service Fee:

Customer: _____

Print Name: _____

Title: _____ Date: _____

Capital Waste: _____

Print Name: _____

Title: _____ Date: _____

Capital Waste Use Only	
Type of Agreement _____	Term of Agreement _____
Container Setup Date _____	Service Area _____
Contract Effective Date _____	1st Pickup Date _____
Account # _____	Facility Hours of Operation _____
Facility Special Instruction:	Special Closing Dates _____

TERMS AND CONDITIONS

1. Services Provided by Capital Waste. Subject to these Terms and Conditions and in accordance with the Code of Federal Regulations, (“CFR”), state and local laws and regulations as well as Capital Waste’s Medical Waste Acceptance Policy attached hereto as Exhibit A and incorporated herein (the “Policy”), Capital Waste Solutions, LLC

(“Capital Waste”) shall collect and transport all Regulated Medical Waste (except Non-confirming Waste) generated by Customer during the term of this Agreement.

2. Title to Waste. Customer shall retain title to the Regulated Medical Waste at all time prior to the collection thereof by Capital Waste. Customer shall always retain title to any Non-Conforming Waste, whether refused for collection or returned to Customer, for proper disposal.

3. Shipping. All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to the CFR. Capital Waste employees may refuse containers that are determined to be Non-Conforming as identified in the Policy. Customer shall place in such containers only “Regulated Medical Waste” as defined by the CFR, or by any other federal, state and local regulations. Customer represents and warrants that (i) the waste presented for collection and transportation will not contain any “hazardous”, “toxic”, “radioactive” or Non-Conforming Waste as defined by the CFR and all other applicable laws, regulations and the Policy, and (ii) the waste strictly conforms to Capital Waste’s Policy.

4. Non-Conforming Waste. Waste will be considered non-conforming if it has constituents, characteristics, components or properties not included within the definition of Regulated Waste. Examples of non-conforming waste are provided on Exhibit A. Capital Waste may, in its sole discretion, and at the Customer’s sole cost and expense, reject and return the Non-Conforming Waste to Customer.

5. Term of Agreement. Subject to the provisions herein, the term (“Term”) of this agreement shall be 12 months from the Effective Date as set forth in the Service Agreement of which these Terms and Conditions are a part. The Term shall automatically renew for consecutive renewal periods equal to the original Term (each a “Renewal Term”) unless either party notifies the other in writing of its intent does not renew at least sixty (60) days prior to the end of the then current Term.

6. Adjustments to Contract Prices. Capital Waste reserves the right to adjust the contract price set forth in the Service Agreement to account for operation changes it implements to comply with changes in law, or to cover increases in the cost of fuel, insurance, or transportation, or to otherwise address cost escalation.

7. Early Termination. In the event Customer terminates this Agreement prior to expiration of any Term hereof, or fails to perform any of its obligations under this Agreement, Capital Waste shall have all rights and remedies provided at law or in equity, as well as the right to recover from Customer an amount (which the parties hereby acknowledge constitutes Capital Waste’s liquidated damages and not a penalty) equal to fifty percent (50%) of the Customer’s average monthly charge multiplied by the number of months (including any partial months) remaining on the Term until the original expiration date of the then- current Term. Capital Waste shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days written notice if it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any license or permit required to perform this Agreement, or if a change in any law or regulation makes it impractical or uneconomical, in Capital Waste’s sole discretion, to continue performing this Agreement. A party may terminate this Agreement upon written notice to the other party in the event the other party commits a material breach of this Agreement and does not remedy such breach within sixty (60) days after receipt of written notice from the other party.

8. Payment Terms. Payments are due within thirty (30) days of the invoice date. Capital Waste reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty

(30) days from the date of the invoice. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt’s first invoice, Capital Waste shall have the option, without notice to Customer, to suspend service under this Agreement until the

overdue amounts (plus late charges fees) are paid. In addition to Capital Waste’s charges under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to services or products provided by Capital Waste. Such taxes shall include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Capital Waste’s net income). Capital Waste shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Capital Waste in a timely manner. Notwithstanding any limit to adjust the contract price, Capital Waste reserves the right to further adjust the amounts payable and due to Capital Waste for fees incurred resulting from compliance with environmental- protection or safety laws not contemplated by Capital Waste as of the date of this Agreement. If Capital Waste suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer’s breach, Capital Waste may remove all containers belonging to it from Customer’s premises and assess Customer a \$50.00 pick-up fee for such removal.

9. Charges For Failure to Comply with Terms and Conditions; Non-Conforming Waste; Changed Conditions; and Additional Services. Capital Waste may also impose an extra charge if Capital Waste attempts to collect waste at a customer location (on either a scheduled collection date or time or in response to a Customer request) and, through no fault of Capital Waste, either (a) there is no Regulated Medical Waste for Capital Waste to collect, (b) waste is not ready for collection or (c) the Customer location is closed; (c) shipping materials in the wrong container; (d) excess waste volumes significantly greater than average for similar generators; (e) costs associated with handling any Non-Conforming Waste; (f) any costs or expense incurred by Capital Waste caused by Customer’s failure to comply with these Terms and Conditions; or (g) any costs related to changes in applicable law occurring after the date of this Agreement.

10. Customer’s Liability for Equipment. Customer shall have the care, custody and control of containers and other equipment owned by Capital Waste and placed at Customer’s premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Capital Waste. Customer agrees to defend, indemnify and hold harmless Capital Waste from and against all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer’s use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to and paid for by the Customer at full replacement value.

11. Indemnification by Each Party. Provided Customer complies with these Terms and Conditions, Capital Waste shall indemnify and hold Customer harmless from any liabilities arising from Capital Waste’s breach of these Terms and Conditions or violations of law.

Customer shall indemnify and hold harmless Capital Waste from any liabilities arising from the failure to properly classify, store, package, label, document or segregate Regulated Medical Waste and any liabilities relating to Non- Conforming Waste, whether collected or transported by Capital Waste. The attorney’s fees and costs incurred by the successful party in any dispute arising hereunder shall be paid as soon as is practicable by the unsuccessful party.

12. **License of Compliance Materials.** To the extent that Capital Waste provides Customer with any electronic or printed materials relating to waste or the compliance with this Agreement (the "Compliance Materials"), it does so subject to a limited license to Customer to use the Compliance Materials for Customer's own non-commercial use. Capital Waste may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, nor use or republish the Compliance Materials for or to any third party. Customer acknowledges that the breach of this provision would cause harm to Capital Waste which may be difficult or impossible.

to quantify. As a result, thereof, Customer agrees that Capital Waste may seek and obtain injunctive relief for any each violation of these terms. Customer agrees to return all Compliance Materials to Capital Waste at Customer's expense at the expiration or termination of this Agreement. Capital Waste may charge the Customer a fee for the failure to return Compliance Materials in accordance herewith.

13. **Insurance.** Capital Waste hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. Customer shall carry General Liability Insurance in amounts agreed to by Capital Waste and shall include Capital Waste thereon as an additional insured. Each party shall provide to the other, upon request, a certificate or other documentation showing such insurance coverage.

14. **Permits, Licenses, and Authorizations, Compliance with Laws.** As of the date of this Agreement, Capital Waste has all necessary permits, licenses, and other authorizations required to perform the services under this Agreement and will furnish copies of these documents to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record-keeping, documentation and manifesting requirements of the CFR. Customer acknowledges that Capital Waste has advised Customer of the Regulated Medical Waste service-frequency requirements within Customer's state (if applicable), and Customer has determined its desired frequency independent of Capital Waste's recommendation. The Customer hereby agrees to indemnify and hold Capital Waste harmless for and from any costs, claims, or damages resulting from Customer's decisions about service frequency that do not comply with applicable regulations. Capital Waste and Customer shall keep and retain adequate books and records and other documentation, including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records, consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

15. **Force Majeure.** Capital Waste shall not be responsible if its performance is interrupted or delayed by events beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

16. **Independent Contractor.** Capital Waste's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in

this Agreement shall be construed to designate Capital Waste as an employee, agent or partner of or a joint venturer with Customer.

17. **Amendment and Waiver.** All amendments to this Agreement shall be affected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed.

a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

18. **Entire Agreement.** This Agreement (including any attachments, exhibits and the Policy incorporated herein and the Service Agreement to which everything is attached) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal and legal representatives, successors, and assigns of the parties hereto, provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Capital Waste, which consent may not be unreasonably withheld.

19. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the

State of Oklahoma without regard to the conflicts of laws or rules of any jurisdiction. Any dispute arising hereunder must be brought or defended only in the state or federal courts sitting within the City of Tulsa, State of Oklahoma, it being agreed by the parties that such courts shall have exclusive jurisdiction and that venue is proper therein.

20. **Notices.** All required notices, or those which the parties may wish to give under this Agreement, shall be in writing and sent to the parties'

addresses set forth in the Service Agreement.

21. **Counterparts.** A copy or facsimile of this Agreement shall be as effective as an original, and two or more counterparts shall constitute the same Agreement.

22. **Conflict. In the event of conflict between the terms or conditions contained in this Agreement and any purchase order, purchase order agreement, invoice, or other document submitted by Customer in any manner which vary from or conflict with these Terms and Conditions, the terms and conditions of this Agreement shall prevail.**

23. **Compliance Training.** For accounts with compliance training, The first 10 compliance training credits, per year, are free of charge and are issued when the account is first created. Any additional training credits will be charged for a fee of \$10.00 per credit unless notified otherwise.

24. **Hazardous Waste.** Capital Waste Solutions reserves the right to subcontract any hazardous waste to a licensed and insured 3rd party provider.

EXHIBIT A



CAPITAL WASTE SOLUTIONS

918.477.0100

877.597.2389

WASTE ACCEPTANCE PROTOCOL

The purpose of this document is to outline the scope and content of those waste streams that CWS can accept, as well as to describe the "non-conforming wastes" which are unacceptable and prohibited. As regulations change and circumstances warrant, it will be updated to reflect those changes.

CWS IS A FULLY LICENSED AND PERMITTED TRANSPORTER FOR REGULATED MEDICAL WASTE. MEDICAL WASTE IS REGULATED BY EACH INDIVIDUAL STATE BUT IS TYPICALLY CATEGORIZED AS FOLLOWS:

- Sharps including any object capable of cutting, protruding or penetrating its packaging, including needles, syringes, scalpels, blades, broken glass, broken pipettes, dental wires and sharp plastic.
- Disposable items generated in the treatment of humans or animals with a known or suspected communicable disease.
- Blood, blood products, or items saturated with blood so that it is wet or dripping such as bandages, dressings, and other disposal products.
- Laboratory cultures and disposable items used in a laboratory setting.
- These items are acceptable when placed as required in the appropriate containers.

OTHER ACCEPTABLE WASTES:

The following waste streams are acceptable providing they are segregated in containers appropriately labeled and containing the words "For Incineration Only."

- Pathological Waste
- Trace Chemotherapy Waste
- Pharmaceutical Waste not regulated under RCRA as hazardous or DEA as a controlled substance.

NON-CONFORMING WASTE:

CWS does not accept any waste regulated under the Resource Conservation and Recovery Act (RCRA) as hazardous, ignitable, corrosive, toxic, etc. nor any of the following wastes: Bulk liquids, radioactive waste, heads, torsos, human fetuses, human fetal tissue, infectious substances rated either Category A by USDOT or at or above Biosafety Level 4 by CDC. Further CWS does not accept any Controlled Substance as defined by the Department of Justice, Drug Enforcement Administration (DEA), or any chemical waste of any kind.

CWS maintains the right to refuse to accept any waste that due to packaging, labeling, or questions about contents brings into question the conformity of the waste. Should CWS receive any non-conforming waste without prior knowledge it may be returned to the generator for proper disposal.

Generator Statement

Generator is responsible for ensuring that appropriate medical waste is placed in appropriate medical waste containers for appropriate disposal per the service contract.

Signature: X _____

Date: _____

**TRAINING SITE AGREEMENT BETWEEN
NORMAN REGIONAL HEALTH SYSTEM**

AND

Norman Public Schools

This Training Site Agreement (the "Agreement") made August 14, 2023 (the "Effective Date") by and between NRHS Training Center (the "Training Center") and Norman Public Schools ("Training Site-Organization Name or Individual Instructor").

RECITALS

WHEREAS, NRHS Training Center is an approved American Heart Association (AHA) Training Center and is nationally authorized to provide Training Center Services.

WHEREAS, the Training Center supports AHA Training Sites developed by individual AHA-approved instructors, local employers and community and business organization to conduct training courses as approved by the American Heart Association using the AHA educational curriculums. NRHS Training Site NRHS

WHEREAS, all AHA courses conducted by NRHS Training Center affiliated Instructors/Training Sites will be in accordance with the program standards of the AHA and NRHS Training Center.

NOW THEREFORE, the parties wish to memorialize their understanding and obligations in this Agreement.

I. TERMINATION. The initial term of this agreement shall be for a period of two (2) years from the date above and will be renewable with approval of the NRHS Training Center Coordinator and successful completion of a biannual site visit and audit of Training Site practices. This agreement can be terminated at the discretion of the Training Center.

II. DEFINITIONS.

A. AHA. "AHA" shall mean American Heart Association.

B. ECC. "ECC" shall mean Emergency Cardiovascular Care.

C. AHA Materials. "AHA Material" shall mean those materials published by the AHA, including, but not limited to, textbooks, instructor manual, tests, test keys, evaluation forms, newsletters, and course completion cards.

- D. **AHA Instructor.** "AHA Instructor" shall mean a person who has completed the AHA instructor course, has been successfully monitored and is currently in good standing with the AHA as an instructor.
- E. **Course Documentation.** "Course Documentation" shall mean those documents required by policy to be utilized during each course, recorded and/or stored with each course file, and/or transmitted to NRHS Training Center for certification processing.
- F. **NRHS Training Center Coordinator.** "NRHS Training Center Coordinator" shall mean the NRHS Training Center employee responsible for administration and management of the training center for a given course (PALS, ACLS, BLS, etc.) including, but not limited to, Instructor and Training Site oversight.

III. OBLIGATIONS OF NRHS TRAINING CENTER

- A. Maintains all course documentation and records for each course taught by the Training Site following to the AHA guidelines for a minimum of three years.
- B. Provides and utilizes only current AHA materials including tests, manuals, and update publications.
- C. Reviews supplemental materials produced by other publishers and assures their use as supplemental material and not to be used for primary material.
- D. Will conduct site visits at least once every two years by NRHS Training Center, to include a review of and audit of classes conducted by the Training Site to assure compliance with all AHA and NRHS policies and procedures.
- E.
- F. Assures that all instructors/training sites will be updated with all necessary training information as directed by the AHA.
- G. Provides AHA course completion cards in a timely manner.

IV. OBLIGATION OF TRAINING SITE/INSTRUCTOR

- A. Offers and conducts one or more of the AHA Courses including BLS, ACLS, PALS, PEARS, First Aid and EKG according to the course guidelines and process as outlined in the Instructor manuals for each discipline.
- B. Utilizes only approved AHA materials including videos, DVD's, posters, and written tests. Any additional materials must be reviewed by the NRHS's TCCs and/or training committee for approval prior to distribution. All materials must be in compliance with the AHA standards and science studies.
- C. Training Site Maintains and ensures that all instructors have access to the following:

- i.** Current copy of this agreement.
- ii.** Follow the AHA Program Administration Manual and know how to access it.
- iii.** Current copy of the AHA Guidelines for CPR and ECC.
- iv.** Reference copy of the current instructor manuals and tool kits including videos for each discipline and Training Site/Instructor is authorized to teach.
- v.** Each student taught by the instructor has their own copy of the relevant book from AHA to include e-version or hard copy book. The student must bring it to class. The manuals are not provided by the instructor and then returned at the end of class UNLESS the student is a current employee of the Training Center for which NRHS will supply the manual.

D. Maintain the following in either paper or electronic format:

- i.** Student Course Evaluation Forms for each class.
- ii.** All AHA Skills Check Forms for each discipline the Training Site is authorized to teach.
- iii.** Course Roster forms appropriate for discipline the Training Site is authorized to teach.

E. Securely maintain current AHA tests and answer keys. Only current AHA instructors can have access to the exams and answer keys for use in authorized classes. Sites must number the tests and make an audit before and after class to ensure test security. The tests/answer keys are not allowed to be shared among instructors.

F. Be solely responsible for acquisition of all equipment and materials associated with sponsored training courses. Simulating the use of equipment during an AHA course without physically having the required training aid or device is strictly prohibited. Per the AHA memo dated January of 2019, it is an AHA requirement that adult manikins have dual feedback. The manikins must meet depth and rate that are visual and/or auditory. This is inclusive of high-fidelity manikins as well as lower fidelity as long as they meet the guidelines. One set of manikins with all equipment for a station can service 3 students at max. The instructor to student ratio is on page 27 of the BLS instructor manual referencing six students for newer instructors and no more than 9 students per instructor for experienced instructors. NRHS will not process any roster that does not meet these expectations. Any migration from this

expectation and the instructor will be unaligned. There is a no tolerance policy for compliance deviation.

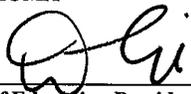
- G.** Assure that instructor(s) maintain good standing with the AHA.
- H.** Maintain all individual course records by hard copy or electronic formats for each course conducted, including:
 - i.** Completed course roster.
 - ii.** Course agenda indicating the instructor assignments.
 - iii.** Properly graded copies of written test answer sheet for each student.
 - iv.** All applicable skills check-off sheets for each student who is remediated for or fails a skills station.
 - v.** Completed course evaluation forms, if given.
 - vi.** Copy(s) of non-NRHS aligned current instructor cards, when applicable. NRHS reserves the right to monitor the instructor before they are approved to teach with an NRHS Instructor.
- I.** Within twenty days of course completion, Training Site maintain copies of all required forms for each course to NRHS, finalize reports in Enrollware.
 - i.** Completed course roster.
 - ii.** Course agenda with any amended segments, when applicable.
 - iii.** All applicable skills check-off sheets for each student who is remediated for or fails a skills station.
 - iv.** Summarized copy of course evaluations with any positive or negative narrative remarks.
 - v.** Copy(s) of non-NRHS aligned current instructor cards, when applicable.
- J.** Abide by AHA's policies, as applicable.
- K.** In the event that any officer, director, delegate, council, or committee member of the AHA shall have any direct or indirect interest in, or relationship with, any individual or organization which proposes to enter into any transaction with the AHA, such person shall give notice of such interest or relationship and shall thereafter refrain from discussing or voting on the particular transaction in which he or she has an interest, or otherwise attempting to exert any influence on the AHA

or its components to affect a decision to participate or not participate in such a transaction.

- L. Statement of Conflict of Interest: The expectation is that ECC leaders will conduct themselves with impartiality while performing AHA ECC tasks. When this is not possible, a statement of conflict of interest must be made and recorded into appropriate venue minutes, and there may be a need for the leader to excuse himself or herself from the decision-making process.
- M. The Training Site will not compete with NRHS Training Center's current direct clients. Upon disclosure of a current business relationship between NRHS and the client, the Training Site will cease efforts to provide AHA courses to the client.

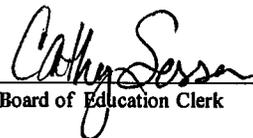
The parties hereto have executed this Agreement as of the date set forth below:	
Printed name of responsible person from Training Site/Instructor <u>Beth Roberson</u>	Printed named of responsible person from NRHS Training Center _____
Signature of responsible person <u>B. Roberson RN</u>	Signature of responsible person _____
Address: <u>1133 W. Main Street Norman, OK 73069</u>	901 N. Porter Ave. Norman, OK 73070-1308
Phone: <u>(405) 366-5939-P (405) 366-5931-F</u>	405-307-1000
Fax:	405-307-1766
EMAIL: <u>broberson@normanps.org</u>	Rnabors@nrh-ok.com
Contact person if different than signature above: <u>N/A</u>	
Web Site <u>normanpublicschools.org</u>	www.NormanRegional.com

INDEPENDENT SCHOOL DISTRICT
NO. 29 OF CLEVELAND COUNTY,
OKLAHOMA



Board of Education President

ATTEST:



Board of Education Clerk



7017 N. Robinson Ave /Oklahoma City /Oklahoma/ 73116

2024-2025 SERVICES AGREEMENT

This Agreement is entered into by and between Total Wellness LLC located at 7017 N. Robinson Ave, Oklahoma City Oklahoma, 73116 and NORMAN PUBLIC SCHOOLS located at 131 S. Flood Avenue, Norman, OK 73069, and shall be considered effective July 1, 2024 , through June 30, 2025

TOTAL WELLNESS SERVICES Procedures: All Health exams provided by TOTAL WELLNESS will be performed by a licensed medical professional. TOTAL WELLNESS will provide all supplies necessary to conduct SERVICES and will dispose of any medical waste products as required by law.

SERVICES include the following:

1. Biometric screen/ Lab Draw (No cost with approved insurance)
 - Cholesterol Test (cardiovascular indicator)
 - Glucose Screenings (diabetes indicator)
 - CMP Digestive Disease (Electrolytes, Kidney & Liver Panel)
 - CBC (white and red blood cell count & platelets in the blood)
 - PSA (for men over as covered by insurance provider)
2. Wellness Exam-Health Risk Assessment Review (No cost with approved insurance)
 - Blood pressure, ear, nose, throat exam,
3. Optional Staff Vaccination
 - Hep B,
 - Flu shots, TDAP,, Shingles, Covid (No cost with approved insurance)
 - B-12 at \$20.00 cost to patient upon request. Free with wellness exam.
4. Vaccination for Students
 - Flu shots, TDAP,HPV, Meningitis (No cost with approved insurance including Sooner Care)
1. Optional Labs Available for cash price.
 - Inflammation Panel, Thyroid, Vitamin/Anemia Panel, Male Testosterone Panel, Female Hormone Panel
2. Personal Results
 - a. All participants will receive their individual results and personal health assessment electronically, or via regular mail by request to their home, within ten (10) business days. All individual health results are confidential and will not be shared with employer, insurance company, or anyone other than participant
3. Insurance: Supplier shall maintain, at all times during this Agreement, insurance coverage with minimum limits as follows:
 - Coverage Workers' Compensation Employer's Liability Commercial General Liability Automobile Liability
 - Limits in accordance with applicable law in accordance with applicable law \$100,000.00 each occurrence \$100,000.00 combined single limit, each accident
 - Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. Each policy of insurance shall include a 30-day notice of cancellation clause. As proof of the required insurance, Supplier shall cause a certificate of insurance to be issued to Norman Public Schools at the inception of the Agreement, with Norman Public Schools as the certificate holder, and upon renewal of any required insurance policy during the entire term of the Agreement with NORMAN PUBLIC SCHOOLS.
4. Norman Public Schools agrees not to ask employee of Total Wellness to perform any of the following job-related activities:

- Handle cash, jewelry, security or other valuables of any kind, unless job order specifications require, and Total Wellness has provided a bonded employee;
 - Perform a procedure, treatment, operation, diagnosis, or other medical process for which the employee has not been specifically trained and/or experienced in, and possesses the necessary licenses, certifications, or credentials for.
- 5.. This Agreement may be terminated by either party upon a 30-day written notice to the other party. Such notice shall be personally delivered or sent by certified mail, return receipt requested, and shall be effective when received.
6. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflicts of law principles, with jurisdiction and venue in any State or federal court in Oklahoma County, Oklahoma
7. Authority: The person signing this Agreement is hereby represents and warrants that he or she is authorized to execute this Agreement.

Authorized Representative: The signatories represent that are duly authorized to execute and bind the parties under this Agreement.

Notice: The primary contact for the Parties for purposes of administering this Agreement shall be:

Total Wellness

by: *Len Crawford*

Name: Len Crawford

Title: President

Norman Public Schools

by: _____

Name: _____

Title: _____

- I. **Manhattan Construction Company Guaranteed Maximum Price Amendment for Whittier Middle School Renovations
Consent Item**



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 3rd day of June in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 3rd day of June in the year 2024 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Norman Public Schools:
 Monroe Elementary
 McKinley Elementary
 Cleveland Elementary
 Norman North Football Stadium – Bleacher System
 Whittier Middle School

THE OWNER:

(Name, legal status, and address)

Norman Public Schools
 131 South Flood
 Norman, OK 73069

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Manhattan Construction Company
 410 N. Walnut Avenue, Suite 105
 Oklahoma City, OK 73104

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

/

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twelve Million Four Hundred Thirty-Five Thousand One Hundred Twenty-One (\$ 12,435,121), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See attached Exhibit A – Guaranteed Maximum Price Amendments per Project

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of execution of this Amendment.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

See attached Exhibit A – GMP Amendments per Project Schedules

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

Init.

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User Notes:

(1987408237)

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Tina Floyd President

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Craig Abbott Vice President

(Printed name and title)

Init.

/

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 21:05:52 ET on 05/23/2024.

PAGE 1

This Amendment dated the 3rd day of June in the year ~~2024~~, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 3rd day of June in the year 2024 (the "Agreement")

...

Norman Public Schools:
Monroe Elementary
McKinley Elementary
Cleveland Elementary
Norman North Football Stadium – Bleacher System
Whittier Middle School

...

Norman Public Schools
131 South Flood
Norman, OK 73069

...

Manhattan Construction Company
410 N. Walnut Avenue, Suite 105
Oklahoma City, OK 73104

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$—)~~, Twelve Million Four Hundred Thirty-Five Thousand One Hundred Twenty-One (\$ 12,435,121), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See attached Exhibit A – Guaranteed Maximum Price Amendments per Project

...

N/A

...

N/A

...

N/A

...

Established as follows:

...

See attached Exhibit A – GMP Amendments per Project Schedules

PAGE 4

Tina Floyd President

Craig Abbott Vice President



Certification of Document's Authenticity **AIA® Document D401™ – 2003**

I, Paula Hackworth, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 21:05:52 ET on 05/23/2024 under Order No. 3104239501 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:

Paula Hackworth

1BDOCE0D1105492...
(Signed)

Contract Administrator

(Title)

5/23/2024 | 8:07 PM CDT

(Dated)

Certificate Of Completion

Envelope Id: BF444A8CAD3D450E95BD474D4D3D717A	Status: Completed
Subject: Complete with DocuSign: NPS 2023 - MCC GMP Amendment 04 6.3.2024(1) - Final - (1).pdf	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Paula Hackworth
Time Zone: (UTC-06:00) Central Time (US & Canada)	5601 2 122nd E Ave.
	Tulsa, OK 74146
	phackworth@manhattanconstruction.com
	IP Address: 68.12.1.94

Record Tracking

Status: Original	Holder: Paula Hackworth	Location: DocuSign
5/23/2024 8:06:39 PM	phackworth@manhattanconstruction.com	

Signer Events

Paula Hackworth
 phackworth@manhattanconstruction.com
 Contract Administrator
 Manhattan Construction Company
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 1BD0CE0D1105492...
 Signature Adoption: Pre-selected Style
 Using IP Address: 68.12.1.94

Timestamp

Sent: 5/23/2024 8:07:23 PM
 Viewed: 5/23/2024 8:07:29 PM
 Signed: 5/23/2024 8:07:34 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/23/2024 8:07:23 PM
Certified Delivered	Security Checked	5/23/2024 8:07:29 PM
Signing Complete	Security Checked	5/23/2024 8:07:34 PM
Completed	Security Checked	5/23/2024 8:07:34 PM
Payment Events	Status	Timestamps

- J. **Renewal of the lease-purchase for the fiscal year ending June 30, 2025, as required under the provisions of the Sublease Agreement dated June 1, 2019, by and between the District and the Cleveland County Educational Facilities Authority**

Consent Item

On June 5, 2019, the Cleveland County Educational Facilities Authority (the "Authority") completed the issuance of \$117,550,000 Lease Revenue Bonds on behalf of the Norman Public Schools. As a requirement of the Lease Revenue Bond issuance, the School District agreed to lease certain of its property to the Authority during the six year term of the Lease Revenue Bonds. In addition, the School District has agreed to sublease the same property from the Authority so that the School District can operate the facilities during the lease term and to complete the improvements authorized by the voters at the February 12, 2019 bond election. The Sublease Agreement dated June 1, 2019, and executed by the School District requires that the lease-purchase be renewed annually by the School District during the term of the Lease Revenue Bonds. Non-renewal of the lease-purchase by the School District is considered an "event of default" under the terms of the 2019 Lease Revenue Bonds.

- K. **Renewal of the lease-purchase for the fiscal year ending June 30, 2025, as required under the provisions of the Sublease Agreement dated May 1, 2023, by and between the District and the Cleveland County Educational Facilities Authority**

Consent Item

On May 26, 2023, the Cleveland County Educational Facilities Authority (the "Authority") completed the issuance of \$60,750,000 Lease Revenue Bonds on behalf of the Norman Public Schools. As a requirement of the Lease Revenue Bond issuance, the School District agreed to lease certain of its property to the Authority during the 10-year term of the Lease Revenue Bonds. In addition, the School District has agreed to sublease the same property from the Authority so that the School District can operate the facilities during the lease term and to complete the improvements authorized by the voters at the February 14, 2023 bond election. The Sublease Agreement dated May 1, 2023, and executed by the School District requires that the lease-purchase be renewed annually by the School District during the term of the Lease Revenue Bonds. Non-renewal of the lease-purchase by the School District is considered an "event of default" under the terms of the 2023 Lease Revenue Bonds.

- L. **Renewal of the lease-purchase for the fiscal year ending June 30, 2025, as required under the provisions of the Sublease Agreement dated December 1, 2023, by and between the District and the Cleveland County Educational Facilities Authority**

Consent Item

On December 14, 2023, the Cleveland County Educational Facilities Authority (the "Authority") completed the issuance of \$26,040,000 Lease Revenue Bonds on behalf of the Norman Public Schools. As a requirement of the Lease Revenue Bond issuance, the School District agreed to lease certain of its property to the Authority during the 10-year term of the Lease Revenue Bonds. In addition, the School District has agreed to sublease the same property from the Authority so that the School District can operate the facilities during the lease term and to complete the improvements authorized by the voters at the February 14, 2023 bond election. The Sublease Agreement dated December 1, 2023, and executed by the School District requires that the lease-purchase be renewed annually by the School District during the term of the Lease Revenue Bonds. Non-renewal of the lease-purchase by the School District is considered an "event of default" under the terms of the 2023 Lease Revenue Bonds.

- M. **Financial Advisory Services Contract with BOK Financial Securities, Inc. for Financial Advisor-Consultant services connected with general obligation bonds**

Consent Item



Public Finance Division

499 W. Sheridan Avenue, Suite 2500
Oklahoma City, Oklahoma 73102

ENGAGEMENT LETTER

June 3, 2024

Norman Public Schools
131 S. Flood Avenue
Norman, OK 73069

RE: Financial Advisory Services Provided to the Norman School District

The purpose of this Engagement Letter (the “Letter”) is to set forth the role BOK Financial Securities, Inc. (“BOKFS”) proposes to serve and the responsibilities BOKFS proposes to assume as financial advisor to the Norman School District (the “Issuer”). Upon Issuer’s acceptance, this Letter will serve as our mutual agreement with respect to the terms and conditions of our engagement as Issuer’s financial advisor, effective on the date this Letter is executed by Issuer (the “Effective Date”).

1. Scope of Services. BOKFS will provide, on an on-going basis, professional financial advisory services to the Issuer on any financial matters, including but not limited to the issuance and term of new debt (“Issue” or “Issues”), primarily general obligation bonds. BOKFS will assist the Issuer with each of the following tasks associated with the planning, structuring, marketing, pricing, and closing of the proposed financing(s).

- (a) The Services shall be limited to the services described in **Appendix A** (the “Scope of Services”).
- (b) Except as otherwise provided in the Scope of Services, BOKFS shall not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about BOKFS provided by BOKFS for inclusion in such documents.
- (c) The Scope of Services does not (i) include tax, legal, accounting or engineering advice with respect to any Issue, Product or opinion or certificate rendered by counsel or other person at closing, or (ii) include review or advice with respect to any feasibility study, except, in either case, as may be prepared by BOKFS as provided for in the Scope of Services.
- (d) Issuer agrees not to represent, publicly or to any specific person, that BOKFS is Issuer’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) without BOKFS’s prior written consent.
- (e) When BOKFS is designated by Issuer as its IRMA, BOKFS shall be Issuer’s IRMA solely with respect to the Scope of Services. BOKFS shall not be responsible for verifying that it is independent (within the meaning of the IRMA



exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to BOKFS, its personnel and its role as IRMA in Issuer's written representation contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B), shall be subject to prior approval by BOKFS.

2. BOKFS's Regulatory Obligations When Providing Services to Issuer.

- (a) MSRB Rule G-42 requires that BOKFS (i) make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action or that form the basis for any advice provided by BOKFS to Issuer, (ii) undertake a reasonable investigation to determine that BOKFS is not basing any recommendation on materially inaccurate or incomplete information, and (iii) use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- (b) Issuer agrees to cooperate, and to cause Issuer's agents to cooperate, with BOKFS in carrying out the foregoing requirements, including providing to BOKFS accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such requirements. In addition, Issuer agrees that, to the extent Issuer requests BOKFS provide advice with regard to any recommendation made by a third party, Issuer will provide to BOKFS written direction to do so and all information Issuer has received from such third party relating to its recommendation.

3. Compensation.

For General Obligation bond issues occurring in Fiscal Year 2024-2025

- \$18,000 per bond issue completed

Note: If an additional series of bonds is sold on the same day, a discounted fee of \$12,000 would apply to the additional series. If the additional series of bonds is not sold on the same day then the standard fee of \$18,000 would apply.

The above fees are payable only upon a successful election, if applicable, and subsequent receipt of proceeds from the bonds. However, if your election is held and fails, and another election is called for the issuance of bonds within one year from this date, you hereby agree to employ us under the terms of this contract.

In addition to the above fees, you agree to pay or reimburse us for our payment of the following expenses:

1. All Election Board Expenses, if applicable
2. Legal Publication Fees
3. Secretary of State Filing Fees
4. Official Statement Printing & Distribution
5. Credit Rating Agency Fees
6. Overnight courier service charges associated with distribution of bond material



4. **Term of this Engagement.** This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. If Issuer exercises its option to terminate this Agreement, Issuer agrees to reimburse BOKFS for any of the expenses described in paragraph 3 advanced by BOKFS pursuant to paragraph 3 above and to pay BOKFS for its services rendered prior to such termination in a mutually acceptable amount which shall be negotiated in good faith between the parties.

5. **Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of the obligations of BOKFS arising under this Letter:

- (a) The liability of BOKFS and its associated persons to Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, shall be limited to the fees paid or otherwise due and payable under this Agreement; and,
- (b) BOKFS and its associated persons shall have no liability to Issuer for any other loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by BOKFS to Issuer; and,
- (c) No recourse shall be had against BOKFS for loss, damage, liability, cost or expense (whether direct, indirect or consequential) arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party.

6. **Required Disclosures.** MSRB Rule G-42 requires that BOKFS provide Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in BOKFS's Disclosure Statement attached hereto as **Appendix B.**

7. **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

8. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws (excluding conflict of law provisions) of Oklahoma.

9. **Litigation Expenses.** In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

10. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Issuer and BOKFS, their respective successors and permitted assigns; provided however, neither



party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties. This Agreement and all of the provisions of this Agreement shall be deemed drafted by all of the parties hereto.

12. **Course of Dealing.** No course of prior dealing involving any of the parties hereto and no usage of trade shall be relevant or advisable to interpret, supplement, explain or vary any of the terms of this Agreement, except as expressly provided herein.

13. **Interpretation.** This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

14. **No Reliance.** Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. No party has relied on any representation or warranty of any other party hereto except any such representations and warranties as are expressly set forth herein.

15. **Authority.** Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

16. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

17. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

18. **Amendment.** This Agreement may be amended or modified only in a writing that has been signed by the parties hereto and which specifically references this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by digitized transmission of a counterpart signature page hereof.

[Signatures on Following Page]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Dated this 3rd day of June, 2024.

BOK FINANCIAL SECURITIES, INC.

ZACK ROBINSON
SENIOR VICE PRESIDENT

In a session legally assembled on the 3rd day of June, 2024, the above offer was duly considered and approved and accepted. Witness our official hands this 3rd day of June, 2024.

(SEAL)

President

ATTEST: _____
Clerk



APPENDIX A SCOPE OF SERVICES

1. We shall prepare a written Financial Analysis based upon the capital improvement and other needs of the School District which shall include a survey of the financial resources of the School District. This document shall also contain an analysis of the existing debt and tax structure of all levels of government involved and compare this analysis to the projected debt. On the basis of information thus developed, we shall devise a financing program to fund the proposed maturities, the estimated interest rate and cost on the proposed bonds, the resulting overall amount of projected annual debt service and tax requirements, and the relationship of these items to existing corresponding projected items of the School District and other related levels of government.
2. We shall provide the following services relating to a bond election:
 - A. Provide the School District with information concerning the most advisable dates for holding an election to approve such issuance;
 - B. Provide the necessary Resolution to call for the election;
 - C. Provide for filing the necessary documentation with the County Election Board;
 - D. Assist in providing printed ballots for such election;
 - E. Arrange for proper legal notices to be published at the appropriate times regarding the notice of such election;
 - F. Appear at public meetings informing the public as to the use of bond proceeds and the effect on ad valorem taxes (if desired);
 - G. Assist in the formation of informational brochures discussing the items concerning the election such as taxes and use of proceeds (if desired);
 - H. Provide the County Election Board with the appropriate material to canvass the election returns; and
 - I. Assist in the analysis of and provide the School District with election results.
3. Upon approval by the voters of the School District, we shall undertake the following tasks:
 - A. We shall advise the Board of Education of current bond market conditions, forthcoming bond issues, and other general information and economic data that might normally be expected to influence interest rates or bidding conditions so that the date for the sale of the bonds may be set at a time which, in our opinion, would be favorable to the School District.
 - B. We shall assist the School District, if necessary, in the identification, evaluation, and negotiations with prospective paying agents, registrars and transfer agents.
 - C. We shall prepare an Official Notice of Sale that establishes the specifications for bidding; i.e. bond maturity and interest coupon arrangements, interest rate limitations, and other pertinent details.



- D. We shall also prepare a Preliminary Official Statement that describes the Bonds offered, including complete information as to the security for the Bonds, the School District and other pertinent details.
- E. We shall prepare a uniform Bid Form which would prevent deviation by any bidders when any such deviation would be costly to the issuing body.
- F. We shall submit to the national rating services or credit enhancement providers, an application necessary to obtain a rating or enhancement on the Bonds. If such service(s) are determined to be necessary for the most effective marketing of the bonds, we shall assist the School District with the following:
 - 1. Provide financial, economic and demographic information to such organizations for their review;
 - 2. Coordinate and negotiate with the rating agencies to obtain the highest possible rating for the Bonds.
- G. We shall prepare the necessary Resolution to set the date, time and place for the sale of the Bonds.
- H. We shall be present at the sale of bonds to aid the Board of Education in the tabulation and comparison of bids. We shall also advise the members of the Board of Education as to the bond market conditions at the time of the sale and the advisability of accepting or rejecting the bids submitted.
- I. We shall prepare the necessary Resolution to authorize the issuance of the Bonds.
- J. We shall prepare a final Official Statement that describes the Bonds offered, including complete information as to the security for the Bonds, the School District and other pertinent details for use by the successful bidder of the Bonds.
- K. We shall complete the necessary applications so that the bond issue can be bid electronically (via PARITY's Internet bond bidding system).
- L. Assuming a favorable interest rate is received and accepted by the School District, BOK Financial Securities, Inc., shall then proceed to take all steps necessary to expedite the preparation of all other documentation necessary to achieve delivery of the Bonds, including delivery of the Transcript of Proceedings to the Attorney General's Office.
- M. We shall work with the purchaser and the school district to effectuate the closing of the bond issue and the delivery of bond proceeds to the School District.
- 4. We shall advise the Board of Education and Administration on the investment of bond proceeds that would, in our opinion, allow the School District to benefit the most from the investment of said proceeds (if desired).
- 5. We shall advise the School District officials as to any pending legislation in the Oklahoma Legislature and the United States Congress which may have an effect upon the School District's proposed and existing indebtedness.



APPENDIX B DISCLOSURE STATEMENT

This Disclosure Statement is provided by BOK Financial Securities, Inc. (“BOKFS”) to the Norman School District (the “Issuer”) in connection with the Engagement Letter (the “Letter”) and is dated as of the same date as the Letter.

Part A - Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interests, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, BOKFS makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services, together with explanations of how BOKFS addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, BOKFS mitigates such conflicts through its adherence to its fiduciary duty to Issuer, which includes a duty of loyalty. This duty of loyalty obligates BOKFS to deal honestly and with the utmost good faith with Issuer and to act in Issuer’s best interests without regard to BOKFS’s financial or other interests. Furthermore, because BOKFS is a broker-dealer, its financial advisory supervisory structure provides strong safeguards against individuals at BOKFS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Affiliate Conflict. Any affiliate of BOKFS (the “Affiliate”) may provide certain advice, services and/or products to Issuer that may be directly related to BOKFS’s activities. The Affiliate’s business with Issuer could create an incentive for BOKFS to recommend to Issuer a course of action designed to increase the level of Issuer’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Issuer’s business activities with the Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to comprehensive regulatory review.

Compensation-Based Conflicts. If the fees due under the Engagement Letter are in a fixed amount established at the outset of the Engagement Letter. The amount is usually based upon an analysis by Issuer and BOKFS of, among other things, the expected duration and complexity of the transaction and the Scope of Services. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, BOKFS may suffer a loss. Thus, BOKFS may recommend less time-consuming alternatives. This conflict of interest is mitigated by the general mitigations described above.

Other Financial Advisor or Underwriting Relationships. BOKFS serves a wide variety of other clients that may have interests that could have an impact on Issuer’s interests. For example, BOKFS serves as financial advisor to other financial advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Issuer under this Engagement Letter. These other clients may have competing interests. BOKFS could face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair BOKFS’s ability to fulfill its regulatory duties to Issuer.

Municipal Activities with Other Issuer Financing Team Members. In the normal course of business, BOKFS may engage in municipal trading and underwriting activities with other members of the Issuer’s financing team, including but not limited to, bond counsel, underwriter’s counsel and bond underwriters. This may include BOKFS serving as a bond underwriter for a municipal issuer in which the Issuer’s bond counsel is serving as BOKFS’s counsel, an Issuer’s underwriter is serving as a municipal advisor and/or Issuer’s underwriter is serving as an underwriting syndicate member with BOKFS. Such a



situation could present a conflict as BOKFS and members of its financing team jointly participate, from time to time, in other municipal security transactions for compensation. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to the Issuer and the potential conflicts of interest are mitigated as BOKFS relies upon the issuer to select its other financing team members, including bond counsel and bond underwriters.

Broker-Dealer and Investment Advisory Business. BOKFS is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities, in addition to serving as a financial advisor or underwriter. Such securities-related activities may be undertaken on behalf of, or as counterparty to, Issuer, Issuer's personnel, and current or potential investors in Issuer's securities. These other clients may have interests in conflict with Issuer's interests and the interests of such other clients could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from BOKFS effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by BOKFS to Issuer.

Secondary Market Transactions in Issuer's Securities. BOKFS may take a principal position in securities, including Issuer's securities, and therefore BOKFS could have interests in conflict with Issuer with respect to the value of Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, BOKFS or its affiliates may submit orders for and acquire Issuer's securities issued in an Issue under the Engagement Letter from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Issuer in that it could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing of Issuer's securities in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by BOKFS to Issuer.

Related Disclosure Relevant to Client. While we do not believe that the following creates a conflict of interest on the part of BOKFS, we note that BOKFS has made charitable contributions to support community events. Client may wish to consider any impact such contribution may have on how it conducts its activities with BOKFS.

Payment to or from Third Parties. While we do not believe the following creates a conflict of interest on the part of BOKFS, we note that BOKF NA, an affiliate of BOKFS, has entered into an Independent Contract Agreement ("Agreement") with Dr. Joe Siano to provide consulting services related to bond election planning and community relations for Oklahoma school districts. Dr. Siano is also employed by the Oklahoma State School Boards Association with a focus on state education policy development. The District may wish to consider any impact the Agreement or Dr. Siano's employment may or may not have on the way BOKFS conducts its activities with the District.

Part B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, BOKFS sets out below required disclosures and related information in connection with such disclosures.



Material Legal or Disciplinary Event. Other than the disclosures summarized below, which may be material to the Issuer’s evaluation of BOKFS or the integrity of BOKFS’s management or advisory personnel there are no legal or disciplinary events that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

October 21, 2015 – A regulatory action against BOKFS by FINRA was resolved via an Acceptance, Waiver & Consent. The allegations were related to “fair and reasonable” pricing of corporate bond transactions.

June 18, 2015 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegation was related to the due diligence conducted by the firm to establish a reasonable basis that certain material representations made by issuers in official statements connected with the offerings were accurate. The violations were self-reported by BOKFS pursuant to the SEC’s Municipalities Continuing Disclosure Cooperation (“MCDC”) Initiative.

March 11, 2019 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegations were related to inadequate disclosure language in the firm’s ADV brochures regarding the selection of mutual fund share classes that contain 12b-1 fees when share classes that did not contain 12b-1 fees were potentially available. The violations were self-reported by BOKFS pursuant to the SEC’s Share Class Selection Disclosure (“SCSD”) Initiative.

Details of the events disclosed above can be found in the firm’s Form MA available through the SEC’s EDGAR Filing System

(<https://www.sec.gov/edgar/searchedgar/companysearch.html>). Search for “BOK Financial Securities, Inc.” to view the firm’s most recent Form MA filing.

Future Supplemental Disclosures. As required by MSRB Rule G-42, this Section may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest, or to provide updated information with regard to any legal or disciplinary events of BOKFS. BOKFS will provide Issuer with any such supplement or amendment as it becomes available throughout the term of the Engagement Letter.

Part C - Disclosures of Information Related to MSRB Rule G-10

MSRB Rule G-10 requires disclosure of the following:

1. BOK Financial Securities, Inc. (“BOKFS”) is registered with the Securities Exchange Commission (“SEC”) and the MSRB.
2. The MSRB’s website address is www.msrb.org.
3. The MSRB’s “Information for Municipal Advisory Clients” brochure describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority. That brochure can be found at the following web address:

<http://www.msrb.org/~media/files/resources/msrb-ma-clients-brochure.ashx?>

N. State Department of Education Expenditure Claim Signature Requirements

Consent Item

The Oklahoma State Department of Education requires the summary and detail expenditure claim reports must be signed by the Superintendent or a representative authorized by the local board of education. For Norman Public Schools, the Board of Education authorizes the Superintendent to appoint the Executive Director of Support Services, the Federal Programs Director, the Director of Special Services, the Chief Financial Officer, the Director of Finance, the Assistant Treasurer, and/or the district administrator overseeing the area of expenditure to sign the expenditure reports for the district.

O. Open Transfer Law (Senate Bill 783)

Consent Item

The open transfer law (Senate Bill 783) requires that each school site's grade level capacity be approved by the Board of Education prior to the first day of January, April, July and October of each school year. The superintendent, or designee, shall determine the criteria to be used in determining grade capacity for each school site based on current enrollment and staffing. The recommended capacity numbers can be found at: <https://www.normanpublicschools.org/Page/3407>

2024-2025 Capacity - Elementary			
School	Grade	July 1, 2024	
BBA Sites			100
BBA 1/2 Day Kinderberry (Jackson)	BB Pre-K	40	
BBA 1/2 Day McFarlin (Madison)	BB Pre-K	40	
BBA Extended Grace (Cleveland)	BB Pre-K	20	
Adams			532
	Pre-K	55	
	K	60	
	1	80	
	2	84	
	3	88	
	4	69	
	5	96	
Cleveland			516
	Pre-K	40	
	K	60	
	1	80	
	2	84	
	3	88	
	4	92	
	5	72	
Eisenhower			560
	Pre-K	40	
	K	80	
	1	80	
	2	84	
	3	88	
	4	92	
	5	96	
Jackson			467
	Pre-K	55	
	K	60	
	1	60	
	2	63	
	3	88	
	4	69	
	5	72	
Jefferson			399
	DD Pre-K**	10	
	Pre-K	20	
	K	60	
	1	60	

2024-2025 Capacity - Elementary			
School	Grade	July 1, 2024	
	2	42	
	3	66	
	4	69	
	5	72	
Kennedy			551
	DD Pre-K*	20	
	Pre-K	35	
	K	80	
	1	80	
	2	84	
	3	88	
	4	92	
	5	72	
Lakeview			280
	Pre-K	20	
	K	40	
	1	40	
	2	42	
	3	44	
	4	46	
	5	48	
Lincoln			320
	DD Pre-K*	20	
	Pre-K	40	
	K	40	
	1	40	
	2	42	
	3	44	
	4	46	
	5	48	
Madison			383
	Pre-K	40	
	K	60	
	1	60	
	2	63	
	3	66	
	4	46	
	5	48	
McKinley			430
	DD Pre-K*	20	
	Pre-K	40	

2024-2025 Capacity - Elementary			
School	Grade	July 1, 2024	
	K	40	
	1	60	
	2	63	
	3	66	
	4	69	
	5	72	
Monroe			491
	Pre-K	35	
	K	60	
	1	60	
	2	84	
	3	88	
	4	92	
	5	72	
Reagan			562
	DD Pre-K**	10	
	Pre-K 1/2 Day	15	
	Pre-K	40	
	K	80	
	1	80	
	2	84	
	3	88	
	4	69	
	5	96	
Roosevelt			595
	DD Pre-K*	20	
	Pre-K	55	
	K	80	
	1	80	
	2	84	
	3	88	
	4	92	
	5	96	
Truman Pri			390
	Building Blocks	25	
	Pre-K	60	
	K	100	
	1	100	
	2	105	
Truman			321
	3	110	

2024-2025 Capacity - Elementary			
School	Grade	July 1, 2024	
	4	115	
	5	96	
Washington			513
	Pre-K	40	
	K	80	
	1	80	
	2	84	
	3	88	
	4	69	
	5	72	
Wilson			280
	Pre-K	20	
	K	40	
	1	40	
	2	42	
	3	44	
	4	46	
	5	48	
ELEMENTARY CAPACITY			7690

*DD-Pre-K 1/2 day - 10 AM / 10 PM

**DD-Pre-K 1/2 day - 10 AM ONLY

2024-2025 Capacity - Secondary			
School	Grade	July 1, 2024	
Alcott			805
	6	250	
	7	285	
	8	270	
Irving			912
	6	327	
	7	285	
	8	300	
Longfellow			770
	6	255	
	7	255	
	8	260	
Whittier			1185
	6	400	
	7	400	
	8	385	
Norman High			2326
	9	587	
	10	614	
	11	570	
	12	554	
Norman North			2569
	9	685	
	10	656	
	11	615	
	12	614	
SECONDARY CAPACITY			8567

Capacity by Grade Level	
Grade	Capacity
Pre-K	875
Kinder	1020
1st Grade	1080
2nd Grade	1134
3rd Grade	1232
4th Grade	1173
5th Grade	1176
6th Grade	1232
7th Grade	1225
8th Grade	1215
9th Grade	1272
10th Grade	1270
11th Grade	1185
12th Grade	1168
Total Capacity	16257

Capacity by School	
School	Capacity
BBA Sites	100
Adams	532
Cleveland	516
Eisenhower	560
Jackson	467
Jefferson	399
Kennedy	551
Lakeview	280
Lincoln	320
Madison	383
McKinley	430
Monroe	491
Reagan	562
Roosevelt	595
Truman Pri	390
Truman	321
Washington	513
Wilson	280
Alcott	805
Irving	912
Longfellow	770
Whittier	1185
Norman High	2326
Norman North	2569
Total Capacity	16257

VI. **Additional Agenda Items**

A. **Tax Increment Financing (TIF) as it affects Norman Public Schools. This will involve a general discussion of the Board.**

Information Item

B. **Recommendation by the District Facility Naming Committee for the All-School Auditorium Building**

Presented by Justin Milner and Dr. Evelyn Kwanza

Action Item

Motion to approve the recommendation by the District Facility Naming Committee for the new All-School Auditorium Building to be named The Center for Arts and Learning. This motion, made by Alex Ruggiers and seconded by Annette Price, Passed.

Dawn Brockman: Yes, Dirk O'Hara: Yes, Annette Price: Yes, Alex Ruggiers: Yes

Norman Public Schools
Operational Services



MEMORANDUM

TO: Board of Education

FROM: Justin Milner, Associate Superintendent and Chief Operating Officer

DATE: June 3, 2024

SUBJECT: Naming of the District's All School Auditorium Facility

The Facility Naming Committee met on May 22, 2024, to consider possible names for the building the district recently acquired at 3801 Journey Parkway for use as an all-school auditorium under the 2023 Bond. Those invited to serve on the committee are as follows:

Co-Chairs

Justin Milner, Associate Superintendent and Chief Operating Officer
Dr. Evelyn Kwanza, Director of Fine Arts

Members

Holly Nevels, Associate Superintendent and Chief Human Resources Officer
Dr. Rob Bradshaw, Fine Arts Coordinator
Alex Ruggiers, Board Member
Brenda Wagner, High School Teacher
Leslie Flanagan, NIMPA Co-President
Alicia Britt, NIMPA Co-President
Tammy Arce, Elementary Teacher
Alison Acton, Middle School Teacher

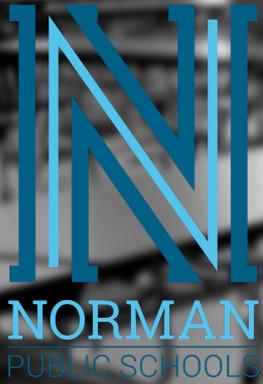
The Committee recommends the building be named the Norman Public Schools Center for Arts and Learning. The vote was unanimous.

C. **Norman Public Schools designated CEP (Community Eligibility Provision) sites for 2024-2025**
Presented by Brenda O'Brian and Tyler Jones

Action Item

Motion to approve the Norman Public Schools designated CEP (Community Eligibility Provision) sites for 2024-2025. This motion, made by Alex Ruggiers and seconded by Annette Price, Passed.

Dawn Brockman: Yes, Dirk O'Hara: Yes, Annette Price: Yes, Alex Ruggiers: Yes

A black and white photograph of a school cafeteria. Students are seated at tables, some eating and talking. A person is walking in the background. The scene is brightly lit.

Community Eligibility Program (CEP)

Tyler Jones, CPA CFO
June 3, 2024

What is CEP

The Community Eligibility Provision, or CEP allows schools with a high percentage of economically disadvantaged children to serve a free breakfast and lunch daily to all enrolled students

Sites with a percentage of 25% or more of “directly certified” students can qualify for this election.*

***Directly Certified:** Students who would qualify for free meals under the normal provisions of Child Nutrition including students who are on the WAVE list or receive SNAP, TANF or Medicaid benefits from the State.



CEP Benefits



Students

- Enjoy free, healthy meals at school
- With universal meal service there is no stigma attached to a free meals
- Student come to class better prepared to learn



Families

- Will not have the burden of paying for student meals served at school
- Each family will know that their student will receive a nutritious meal each day



Schools

- Reduces paperwork and administrative costs
- Streamlines meal service operation

- When the level of Federal reimbursement received under CEP is less than the cost of providing all students free meals
- This is the same as standard operating procedures
- Increased Participation allows us to expand the program!
- Once we have solid data on participation we will be able to look at expanding this program to more schools!
- We will still require families to complete a Free and Reduced Application as this can affect other types of funding.

When does the District have to cover operating costs?



District Pilot Program

Site Eligibility

- Plan to roll out a pilot program for the 24/25 School year with 10 sites participating.

Future Years

- Look at implementing this across more schools in the coming years depending on the success of the pilot.

Current Financial Impact

- We anticipate little to no cost to the District for the pilot program in the 24/25 School year.

Determining Success

- The more meals served the most cost effective this program will be.
- Encouraging participation will be key!





Participating Schools

Adams Elementary

Dimensions Academy (HS/Elem)

Irving Middle

Jackson Elementary

Jefferson Elementary

Kennedy Elementary

Lincoln Elementary

Madison Elementary

Reagan Elementary

Wilson Elementary





THANK YOU

Tyler Jones, CPA
tjones3@normanps.org



**CEP BASE YEAR REPORT/APPROVAL
COVER LETTER**

School District/RCCI Name: Norman Public Schools

County/District Code: 14-I029 School Year (Base Year) 2024

Current CEP Percentages (In CARS, if applicable): Free: _____% Paid: _____% N/A

Applying For: Individual Site District-Wide Group of Sites

Site Name/Group of Sites:

Adams ES - 110	Jackson ES - 115
Jefferson ES - 120	Kennedy ES - 122
Lincoln ES - 125	Madison ES - 130
Wilson ES - 145	Reagan ES - 151
Dimen. ES - 170	Irving MS - 500
Dimen. HS - 740	

(Circle One)

Did the LEA submit supporting documentation to substantiate the number of enrolled students? Yes No

Did the LEA submit supporting documentation for ALL children directly certified? Yes No

Total Claiming Percentage of FREE meals for ALL SITES
(List all numbers after the decimal) 94.61 %

Total Claiming Percentage of PAID meals for ALL SITES:
(List all numbers after the decimal) 5.39 %

CEP APPROVAL: YES NO

Comments/Notes:

(If CEP percentage causes reimbursement to be lower than previous base year, District signature is required)

District Signature & Title <u>Nikki Assad</u>	Date <u>5/15/24</u>
Consultant Signature	Date

D. **Proposals for District Insurance**
Presented by Brenda O'Brian and Tyler Jones

Action Item

Proposal presented for the district's insurance followed by consideration, motion and vote related to the district workers compensation, property and liability insurance

Motion to approve the proposed insurance for the district as presented. This motion, made by Alex Ruggiers and seconded by Annette Price, Passed.

Dawn Brockman: Yes, Dirk O'Hara: Yes, Annette Price: Yes, Alex Ruggiers: Yes

FY25 INSURANCE PREMIUMS - Final as of 6/3/2024

Premium Summary				
	FY25	FY24	FY25	
	Premium	Premium	Increase/(Decrease)	
Workers Compensation	\$ 796,771	\$ 575,898	\$ 220,873	38.35%
Property	3,172,500	2,862,250	310,250	10.84%
Inland Marine	42,931	40,504	2,427	5.99%
Cyber Liability	18,404	45,000	(26,596)	-59.10%
General Liability/Auto/School Board Legal	362,090	334,729	27,361	8.17%
Crime	5,527	5,527	-	0.00%
BancFirst Agency Fee/Commission	91,161	76,953	14,208	15.59%
	<u>\$ 4,489,384</u>	<u>\$ 3,940,861</u>	<u>\$ 548,523</u>	<u>13.92%</u>

Coverage Summary		
Property (Alliant OPIP II program)	Coverage	Deductible
Total Property Value: \$559,434,684		
Coverage		
Program Limit	1,000,000,000	
Dedicated Primary	25,000,000	
Shared Excess	975,000,000	
Deductibles		
All Other Peril (AOP)		100,000
Wind & Hail*		3%
Earthquake		100,000
Flood/Sewer backup		100,000
<i>*Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to minimum of \$100k any one occurrence</i>		
Inland Marine (C.N.A.)	Coverage	Deductible
Personal Portable Devices	11,000,000	10,000
Property Floater	2,000,000	10,000
Boiler & Machinery (Alliant OPIP II program)	Coverage	Deductible
Equipment Breakdown Limit	250,000,000	25,000
Cyber Liability (RT)	Coverage	Deductible
Breach Response	1,000,000	25,000
First/Third Party	1,000,000	25,000
Ransomware	500,000	25,000
Exploit	100,000	25,000
E-Crime	250,000	25,000
General Liability/Auto/School Board Legal (OSIG)	Coverage	Deductible
General Liability:		
General Liab (General Aggregate Limit)*	1,000,000	<i>Includes a \$4,000,000 Excess Policy</i>
Sexual Misconduct (1,000,000 annual aggregate)	1,000,000	
Employee Benefits Liability (1,000,000 annual aggregate)	1,000,000	
Violent Incident (250,000 aggregate)	250,000	
Auto:		
Limit	1,000,000	1,000
Auto Liab	1,000,000	1,000
Comprehensive/collision	100,000	1,000
School Board Legal	1,000,000	25,000
Crime (Travelers)	Coverage	Deductible
Theft/Fraud/Forgery	500,000	10,000
Workers Compensation (LUBA Casualty Insurance Co.)	Coverage	Deductible
Employers Liability	1,000,000	

Quote Summary	
Property	
Travelers	<i>Declined to quote</i>
FM Global - property	<i>Declined to quote</i>
Inland Marine	
CRC	48,365
Markel	<i>Declined to quote</i>
Cyber Liability	
Beazley	45,000
Travelers	<i>Declined to quote</i>
Evolve	<i>Declined to quote</i>
Liability	
Liberty Mutual	450,000
OSIG	359,165
Glatfelter	<i>Declined to quote</i>

E. **2023-2024 Amended Budget**
Presented by Brenda O'Brian and Tyler Jones
Action Item

Motion to approve the 2023-2024 amended budget pursuant to the School District Budget Act (Okla. Stat. 70 §5-150-161). This motion, made by Alex Ruggiers and seconded by Annette Price, Passed.
Dawn Brockman: Yes, Dirk O'Hara: Yes, Annette Price: Yes, Alex Ruggiers: Yes

**NORMAN INDEPENDENT SCHOOL DISTRICT I-29
OF CLEVELAND COUNTY, OKLAHOMA**

**AMENDED SCHOOL BUDGET
AND FINANCING PLAN**

FOR APPROPRIATED FUNDS

Fiscal Year 2023-24

PREPARED BY:

**BRENDA R. O'BRIAN, CPA, SFO
CHIEF FINANCIAL OFFICER**

June 3, 2024

TO THE INDEPENDENT SCHOOL DISTRICT #29 BOARD OF EDUCATION:

The Independent School District #29 of Cleveland County's Fiscal Year 2023-24 Amended Financial Plan of appropriated funds is herewith submitted for the approval of the Board of Education under the authority of a Resolution by the Board of Education dated June 3, 2024, in accordance with the Oklahoma School District Budget Act. The budget presents 35 mills of ad valorem taxation for the General Fund, 5 mills of ad valorem taxation for the Building Fund, and 25.80 mills of ad valorem taxation for the Sinking Fund with appropriate millage adjustment factors in Cleveland and McClain counties.

The total amended budget of appropriated funds equals \$171,280,744 which includes \$158,359,420 for the General Fund, \$4,915,213 for the Building Fund and \$8,006,111 for the Child Nutrition Fund, modifying the approved budget of appropriated funds which equaled \$167,107,746 which included \$155,470,080 for the General Fund, \$3,563,996 For the Building Fund and \$8,073,670 for the Child Nutrition Fund.

The 2023-24 amended annual budget is presented to the Independent School District #29 of Cleveland County Board of Education for their approval.

Brenda R. O'Brian, CPA, Treasurer

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2023-2024
Summary of Estimated Revenue**

		<u>Governmental Funds</u>		
		General Fund 11 FY 2023-24	Special Revenues 21 - 22 FY 2023-24	Total Approp Funds FY 2023-24
ALL APPROPRIATED FUNDS				
LOCAL SOURCES OF REVENUE:				
1110	Ad Valorem Taxes (Current)	\$ 46,005,393	\$ 6,773,054	\$ 52,778,447
1120	Ad Valorem Taxes (Prior)	501,000	69,000	570,000
1190	Other Taxes	212,634	25,343	237,977
1310	Interest Earnings	690,313	470,826	1,161,139
1600	Other Local	1,828,623	-	1,828,623
1700	Child Nutrition Programs	-	1,530,640	1,530,640
TOTAL LOCAL SOURCES OF REVENUE		49,237,963	8,868,863	58,106,826
INTERMEDIATE SOURCES OF REVENUE:				
2100	County 4 Mill Levy	4,342,000	-	4,342,000
2200	County App.(Mortgage Tax)	600,000	-	600,000
2300	Resale of Property	-	-	-
2000	TOTAL INTERMEDIATE SOURCES OF REVENUE	4,942,000	-	4,942,000
STATE SOURCES OF REVENUE:				
3110	Gross Production Tax	50,000	-	50,000
3120	Motor Vehicle Collections	6,305,000	-	6,305,000
3130	Rural Electric	421,666	-	421,666
3140	School Land Earnings	2,200,000	-	2,200,000
3150	Vehicle Stamp Tax	27,000	-	27,000
3200	State Aid--General Operations	70,428,405	-	70,428,405
3300	State Aid--Competitive Grants	126,910	-	126,910
3400	State--Categorical	1,539,684	1,557,930	3,097,614
3500	State Special Programs and Other Sources	-	-	-
3600	State-Other State Sources	87,834	1	87,835
3700	Child Nutrition Programs	-	53,652	53,652
3800	State Vocational Programs	245,640	-	245,640
3000	TOTAL STATE SOURCES OF REVENUE	81,432,139	1,611,583	83,043,722
FEDERAL SOURCES OF REVENUE:				
4100	Grants-In-Aid	533,237	-	533,237
4200	Federal Disadvantaged and Disabilities	4,770,871	-	4,770,871
4300	Individuals with Disabilities	4,862,343	-	4,862,343
4400	Federal Minority	350,000	-	350,000
4500	Federal Operations	179,062	-	179,062
4600	Federal Other Funds	11,918,496	-	11,918,496
4700	Child Nutrition Programs	178,525	4,339,078	4,517,603
4800	Federal Vocational Education	-	-	-
4000	TOTAL FEDERAL SOURCES OF REVENUE	22,792,534	4,339,078	27,131,612
SUB TOTAL REVENUE SOURCES		158,404,636	14,819,524	173,224,160
5000	Return of Assets	-	131,100	131,100
6200	Interfund Transfer	-	900,000	900,000
GRAND TOTAL REVENUE		158,404,636	15,850,624	174,255,260
BEG FUND BALANCE		13,087,581	8,117,962	21,205,543
TOTAL AVAILABLE		\$ 171,492,217	\$ 23,968,587	\$ 195,460,803

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2023-2024
Summary of Estimated Expense**

ALL APPROPRIATED FUNDS	<u>Governmental Funds</u>		Total Approp Funds FY 2023-24
	General Fund 11 FY 2023-24	Special Revenues 21 - 22 FY 2023-24	
1000 INSTRUCTION	\$ 95,566,343	\$ -	\$ 95,566,343
2000 SUPPORT SERVICES:			
2100 Support Services-Students	9,953,785	-	9,953,785
2200 Support Services-Instructional Staff	11,815,616	-	11,815,616
2300 Support Services-General Administration	3,924,999	-	3,924,999
2400 Support Services-School Administration	8,799,823	-	8,799,823
2500 Support Services-Business	2,349,577	-	2,349,577
2600 Operation and Maintenance of Plant	17,037,323	4,910,713	21,948,036
2700 Student Transportation Services	8,526,033	-	8,526,033
2000 TOTAL SUPPORT SERVICES	62,407,156	4,910,713	67,317,869
3000 OPERATION OF NON-INSTRUCTION SERVICES			
3100 Child Nutrition Program Operations	3,906	7,362,093	7,365,999
3200 Other Enterprise Services	-	-	-
3300 Community Service Operations	-	-	-
3000 TOTAL OPER OF NON-INSTRUCTION SERV	3,906	7,362,093	7,365,999
4000 FACILITIES ACQUISITION/CONSTRUCTION	25,642	458,518	484,160
5000 OTHER OUTLAYS	356,373	190,000	546,373
TOTAL EXPENDITURES	\$ 158,359,420	\$ 12,921,324	\$ 171,280,744

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2023-2024
Summary of Estimated Revenue**

GENERAL FUND	ACTUAL REVENUE FY 21-22	ACTUAL REVENUE FY 22-23	11/13/23 BUDGET FY 23-24	6/3/24 BUDGET FY 23-24
LOCAL SOURCES OF REVENUE:				
1110 Ad Valorem Taxes (Current)	\$ 39,488,648	\$ 42,510,451	\$ 45,535,799	\$ 46,005,393
1120 Ad Valorem Taxes (Prior)	1,131,521	668,459	600,600	501,000
1190 Other Taxes	387,575	31,127	30,000	212,634
1310 Interest Earnings	36,388	557,864	500,150	690,313
1600 Other Local	2,133,758	2,012,515	1,609,706	1,828,623
TOTAL LOCAL SOURCES OF REVENUE	43,177,891	45,780,416	48,276,255	49,237,963
INTERMEDIATE SOURCES OF REVENUE:				
2100 County 4 Mill Levy	3,573,293	3,948,855	4,050,000	4,342,000
2200 County App.(Mortgage Tax)	1,152,441	666,723	800,000	600,000
TOTAL INTERMEDIATE SOURCES OF REVENUE	4,725,734	4,615,579	4,850,000	4,942,000
STATE SOURCES OF REVENUE:				
3110 Gross Production Tax	43,742	54,530	50,000	50,000
3120 Motor Vehicle Collections	6,401,086	6,549,607	6,500,000	6,305,000
3130 Rural Electric	423,401	488,712	450,000	421,666
3140 School Land Earnings	2,166,441	2,365,571	2,200,000	2,200,000
3150 Vehicle Stamp Tax	26,301	25,225	27,000	27,000
3200 State Aid-General Operations	59,291,993	61,117,110	68,227,453	70,428,405
3300 State Aid-Competitive Grants	151,566	144,319	116,834	126,910
3400 State-Categorical	1,673,801	1,429,643	1,104,194	1,539,684
3600 State-Other State Sources	165,563	111,670	602	87,834
3800 State Vocational Programs	225,750	239,712	245,640	245,640
TOTAL STATE SOURCES OF REVENUE	70,569,643	72,526,100	78,921,723	81,432,139
FEDERAL SOURCES OF REVENUE:				
4100 Grants-In-Aid	456,782	461,482	533,237	533,237
4200 Federal Disadvantaged and Disabilities	2,695,558	2,819,909	4,770,871	4,770,871
4300 Individuals with Disabilities	3,526,625	3,485,396	4,853,218	4,862,343
4400 Federal Minority	86,429	205,454	350,000	350,000
4500 Federal Operations	55,964	33,739	62,788	179,062
4600 Federal Other Funds	9,506,503	10,348,903	11,847,811	11,918,496
4800 Federal Vocational Education	112,189	148,966	178,525	178,525
TOTAL FEDERAL SOURCES OF REVENUE	16,440,048	17,503,849	22,596,450	22,792,534
TOTAL	134,913,316	140,425,944	154,644,428	158,404,636
GRAND TOTAL	\$ 134,913,316	\$ 140,425,944	\$ 154,644,428	\$ 158,404,636

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2023-2024
Summary of Estimated Expense**

GENERAL FUND	ACTUAL EXPENDED FY 21-22	ACTUAL EXPENDED FY 22-23	11/13/23 BUDGET FY 23-24	6/3/24 BUDGET FY 23-24
1000 INSTRUCTION:	\$ 84,048,509	\$ 83,794,175	\$ 94,974,452	\$ 95,566,343
2000 SUPPORT SERVICES:				
2100 Support Services-Students	11,320,678	12,175,718	13,728,228	9,953,785
2200 Support Services-Instructional Staff	6,157,150	6,343,193	7,497,053	11,815,616
2300 Support Services-General Administration	3,559,245	3,792,138	3,908,404	3,924,999
2400 Support Services-School Administration	7,975,812	8,198,059	8,980,854	8,799,823
2500 Support Services-Business	4,625,194	5,052,369	5,075,150	2,349,577
2600 Operation and Maintenance of Plant	9,264,665	12,724,874	14,826,880	17,037,323
2700 Student Transportation Services	6,518,514	6,685,498	6,271,410	8,526,033
TOTAL SUPPORT SERVICES	49,421,258	54,971,849	60,287,979	62,407,156
3000 OPERATION OF NON-INSTRUCTION SERVICES				
3100 Child Nutrition Program Operations	4,436	10,102	-	3,906
3300 Community Service Operations	97,953	27,038	-	-
TOTAL OPERATION OF NON-INSTRUCTION SERVICES	102,389	37,140	-	3,906
4000 FACILITIES ACQUISITION / CONSTRUCTION	450	13,080	25,642	25,642
5000 OTHER OUTLAYS	(69,085)	35,464	182,007	356,373
TOTAL EXPENDITURES	133,503,521	138,851,708	155,470,080	158,359,420
TOTAL REVENUES	134,913,316	140,425,944	154,644,428	158,404,636
BEG FUND BALANCE	10,103,550	11,513,345	13,087,581	13,087,581
TOTAL AVAILABLE	145,016,866	151,939,289	167,732,009	171,492,217
END FUND BALANCE	\$ 11,513,345	\$ 13,087,581	\$ 12,261,929	\$ 13,132,797
	8.53%	9.32%	7.93%	8.29%

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2023-2024**

Summary of Estimated Revenue and Expense

BUILDING FUND	ACTUAL REVENUE FY 21-22	ACTUAL REVENUE FY 22-23	11/13/23 BUDGET FY 23-24	6/3/24 BUDGET FY 23-24
LOCAL SOURCES OF REVENUE:				
1110 Ad Valorem Taxes (Current)	\$ 5,634,972	\$ 6,066,465	\$ 6,498,261	\$ 6,773,054
1120 Ad Valorem Taxes (Prior)	159,031	88,070	79,100	69,000
1190 Other Taxes	53,419	4,442	4,000	25,343
1300 Interest Earnings	4,630	118,982	100,000	348,017
TOTAL LOCAL SOURCES OF REVENUE:	5,852,052	6,277,959	6,681,361	7,215,414
STATE SOURCES OF REVENUE:				
3400 Redbud School Grant	-	-	-	1,557,930
3620 State Land Reimbursement	-	-	1	-
TOTAL STATE SOURCES OF REVENUE	-	-	1	1,557,930
6200 Interfund Transfer	41,684	1,082,008	1,000,000	900,000
TOTAL	\$ 5,893,736	\$ 7,359,967	\$ 7,681,362	\$ 9,673,344
	ACTUAL EXPENDED FY 21-22	ACTUAL EXPENDED FY 22-23	11/13/23 BUDGET FY 23-24	6/3/24 BUDGET FY 23-24
1000 INSTRUCTION	\$ -	\$ -	\$ -	\$ -
2000 SUPPORT SERVICES	5,175,907	3,707,775	3,559,496	4,910,713
4000 FACILITIES ACQUISITION AND CONSTRUCTION				
4600 Building Acquisition and Construction Services	3,000	3,000	4,500	4,500
4700 Building Improvement Services	-	1,750	-	-
TOTAL	5,178,907	3,712,525	3,563,996	4,915,213
TOTAL REVENUES	5,893,736	7,359,967	7,681,362	9,673,344
BEG FUND BALANCE	947,240	1,662,068	5,309,510	5,309,510
TOTAL AVAILABLE	6,840,975	9,022,035	12,990,872	14,982,854
END FUND BALANCE	\$ 1,662,068	\$ 5,309,510	\$ 9,426,876	\$ 10,067,641
	28.20%	72.14%	122.72%	104.08%

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2023-2024**

Summary of Estimated Revenue and Expense

CHILD NUTRITION		ACTUAL REVENUE FY 21-22	ACTUAL REVENUE FY 22-23	11/13/23 BUDGET FY 23-24	6/3/24 BUDGET FY 23-24
LOCAL SOURCES OF REVENUE:					
1310	Interest Earnings	\$ 5,405	\$ 100,907	\$ 100,907	\$ 122,809
1710	Student Lunches/Breakfasts	79,455	1,184,666	1,184,666	1,184,666
1720	A La Carte/Adult Lunch and Breakfast	10,605	12,787	12,787	18,000
1760	Contract Lunches and Breakfast	222,973	323,029	323,029	323,029
1790	Other Revenue	1,344	4,945	4,945	4,945
TOTAL LOCAL SOURCES OF REVENUE		319,782	1,626,334	1,626,334	1,653,449
STATE SOURCES OF REVENUE:					
3720	State Matching	57,685	65,867	65,867	53,652
TOTAL STATE SOURCES OF REVENUE		57,685	65,867	65,867	53,652
FEDERAL SOURCES OF REVENUE:					
4704	Emergency Operational Costs Reimbursement	308,625	406,488	406,488	371,679
4706	P-EBT Administrative Funding	5,814	5,950	-	-
4710	Federal Reimbursement-Lunches	5,854,657	3,044,625	3,044,625	3,044,625
4720	Federal Reimbursement-Breakfast	1,494,617	799,156	799,156	799,156
4740	Federal Reimbursement-Summer Food Service	143,873	123,618	123,618	123,618
TOTAL FEDERAL SOURCES OF REVENUE		7,807,587	4,379,837	4,373,887	4,339,078
5150	Return of Assets	86,287	131,100	131,100	131,100
TOTAL		\$ 8,271,340	\$ 6,203,138	\$ 6,197,188	\$ 6,177,279
		ACTUAL EXPENDED FY 21-22	ACTUAL EXPENDED FY 22-23	11/13/23 BUDGET FY 23-24	6/3/24 BUDGET FY 23-24
3100	CHILD NUTRITION PROGRAM OPERATIONS:	\$ 6,428,878	\$ 6,609,548	\$ 7,863,670	\$ 7,362,093
4700	BUILDING IMPROVEMENT SERVICES	3,270	19,365	20,000	454,018
5400	INDIRECT COST	225,399	186,766	190,000	190,000
TOTAL		6,657,547	6,815,679	8,073,670	8,006,111
TOTAL REVENUES		8,271,340	6,203,138	6,197,188	6,177,279
BEG FUND BALANCE		1,807,201	3,420,994	2,808,453	2,808,453
TOTAL AVAILABLE		10,078,541	9,624,132	9,005,641	8,985,732
END FUND BALANCE		\$ 3,420,994	\$ 2,808,453	\$ 931,970	\$ 979,621
		41.36%	45.27%	15.04%	15.86%

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2023-2024**

Summary of Estimated Revenue and Expense

SINKING FUND	ACTUAL REVENUE FY 21-22	ACTUAL REVENUE FY 22-23	11/13/23 BUDGET FY 23-24	6/3/24 BUDGET FY 23-24
LOCAL SOURCES OF REVENUE:				
1110 Ad Valorem Taxes (Current)	\$ 29,956,965	\$ 30,304,692	\$ 32,785,576	\$ 33,105,932
1120 Ad Valorem Taxes (Prior)	796,043	413,089	403,000	403,000
1190 Other Taxes	49,519	83,953	80,500	84,341
1300 Interest Earnings	43,737	1,082,008	1,000,025	899,975
3620 State Land Reimbursement	2	2	1	-
TOTAL LOCAL SOURCES OF REVENUE	30,846,266	31,883,744	34,269,102	34,493,248
5110 Premium on Bonds Sold	721,252	286,382	200,000	1,885,889
6200 Interfund Transfer	(41,684)	(1,082,008)	(1,000,000)	(900,000)
GRAND TOTAL	\$ 31,525,834	\$ 31,088,118	\$ 33,469,102	\$ 35,479,137
	ACTUAL EXPENDED FY 21-22	ACTUAL EXPENDED FY 22-23	11/13/23 BUDGET FY 23-24	6/3/24 BUDGET FY 23-24
5000 OTHER OUTLAYS:				
5100 Debt Service	30,552,125	31,231,875	31,571,638	31,571,638
GRAND TOTAL	\$ 30,552,125	\$ 31,231,875	\$ 31,571,638	\$ 31,571,638

Note: Sinking Fund Estimate of Needs attached for details

**School District
2023-2024 Sinking Fund Estimate of Needs
and
Sinking Fund Financial Statement of the Fiscal Year 2022-2023**

**Board of Education of Norman Public Schools
District No. I-29
County of Cleveland
State of Oklahoma**

To the Excise Board of said County and State, Greetings:

Pursuant to the requirements of 68 O. S. 2001 Section 3002, we submit herewith, for your consideration the within statement of the financial condition of the Board of Education of Norman Public Schools, District No. I-29, County of Cleveland, State of Oklahoma for the fiscal year beginning July 1, 2023, and ending June 30, 2024, together with an itemized statement of the estimated Income and Probable Needs of said School District for the ensuing fiscal year. We have separately prepared, executed and submit Financial Statements for the Fiscal Year so terminated, and Estimate of Requirements for the ensuing Fiscal Year, for such Sinking Fund, if any, as pertains to this District for the Bond, Coupon, and Judgment indebtedness, if any, outstanding and unpaid as of June 30, 2024, and also for the Sinking Fund of any disorganized District whose area or the major portion thereof is now embraced within the boundaries of this District; and this Certificate is as applicable thereto as if fully embodied therein. The same have been prepared in conformity with Statute.

Two copies of this Financial Statement and Estimate of Needs should be filed with the County Clerk not later than September 30 for all School Districts. One complete signed copy must be sent to the State Auditor and Inspector, 2300 N. Lincoln Blvd Suite 103, Oklahoma City, OK 73105-4801 and one copy will be retained by the County Clerk. If publication may not be had by date required for filing, affidavit and proof of publication are required to be attached within five days after date of filing.

Prepared by: Mary E Johnson & Associates PLLC

Submitted to the Cleveland County Excise Board

This 18 Day of September, 2023

School Board Member's Signatures

Chairman: <u>[Signature]</u>	Clerk: <u>Cathy Sasser</u>
Member: <u>[Signature]</u>	Member: _____
Treasurer: <u>Burda R. O'Brian, CPA</u>	

State of Oklahoma, County of Cleveland

In addition,

1. We, the undersigned, duly elected, qualified and acting officers of the Board of Education of the aforesaid School District located wholly or in major area in the County and State aforesaid, do hereby certify that, at regular session begun at the time provided by law, we carefully considered the reports submitted by the several officers and employees as required by 68 O. S. 2001 Section 3004, carefully considered the statements and estimate of needs heretofore prepared for the purpose of ascertaining any additional or emergency levy necessary for the ensuing fiscal year and revised, corrected or amended the same to disclose the true fiscal condition as of June 30, 2023, and to provide for the needs of the District for the ensuing fiscal year as now ascertained; and we do hereby certify that the within statement of the financial condition is true and correct, and that the within estimates for all purposes for the ensuing fiscal year are reasonably necessary for the proper conduct of the affairs of said School District, and that the statement of Estimated Income from sources other than ad valorem taxes is not in excess of the lawfully authorized ratio of the actual collections from such sources during the previous fiscal year.
2. We further certify that any cash fund balance reported in our Building Fund is required for immediate or cumulative program of construction unless there be attached within a verified copy of a resolution signed by a majority of the members of this Board to the effect the program of building has been completed or abandoned. If attached, then the Excise Board is directed to apply said Balance to reduce Levies in accordance with 62 O. S. 2001, Section 333.
3. We also certify that a levy of 4.320 Mills over and above the number of mills allocated by the County Excise Board will be reasonably necessary for the proper conduct of the affairs of said school district during the fiscal year 2023-2024.
4. We also certify that, after due and legal notice of an election thereon, an emergency levy of 5.260 Mills, over and above the number of mills provided by Law and allocated by the County Excise Board in addition thereto for school purposes, were made permanent by election.
5. We also certify that, after due and legal notice of an election thereon, a local support levy of 10.520 Mills, in addition to the levies hereinbefore provided, were made permanent by election.
6. We also certify that, after due and legal notice of an election thereon, pursuant to Article 10, Section 10, of the Constitution of Oklahoma, an additional levy of 5.120 Mills, were made permanent by election.

Cathy Sasser

Clerk of Board of Education

W. Cui

President of Board of Education

Dunde R. O'Brian, CPA

Treasurer of Board of Education

Subscribed and sworn to before me this 11 day of Sept, 2023.

Jill Eidson
Notary Public

3-19-27
My Commission Expires



Affidavit of Publication

State of Oklahoma, County of Cleveland

I, Cathy Sasser, the undersigned duly qualified and acting Clerk of the Board of Education of Norman Public Schools, School District No. I-29, County and State aforesaid, being first duly sworn according to law, hereby depose and say:

- 1. That I complied with 68 O. S. 2001 Section 3002, (both independent and dependent) by having the within Financial Statement and Estimate of Needs which was prepared at the time and in the manner provided by law, published as required by law, in a legally-qualified newspaper of general circulation in the district, there being no legally-qualified newspaper published in the school district, as evidenced by a copy of such published statement and estimate together with proof of publication thereof attached hereto marked Exhibit No. 1 and made a part hereof (strike inapplicable phrases).
- 2. That I complied with currently effective statutes, by having the Notice of Emergency Levy Election and the call for such Election on the date hereinbefore certified by the Governing Board, the Itemized Statements and the Itemized Estimate of the amount necessary for the ensuing fiscal year requiring such emergency levy for the current expense purposes as prepared by the Board of Education duly published or posted, as the case may be, in full compliance with law for this class of school district, and as provided by law duly made public in the manner and at the time provided by law, for this class of district and in all respects according to law, in relation to said election on such emergency levy as hereinbefore certified by said Governing Board.
- 3. That I complied with the statute by having published or posted (if required for this class of district) the notice of local support levy election, and the call for such election on the date hereinbefore certified by the Board of Education. That the Estimate of Needs as prepared by the Board of Education required such local support levy in addition to other tax levies, to fully meet the current expense purposes of the school district for the ensuing year.
- 4. That in conformity to resolution by said Board of Education, I caused Notice of Building Fund Levy Election under the provisions of Article 10, Section 10, Oklahoma Constitution, and the Call of such Election on the date hereinbefore certified by the Governing Board, together with Itemized Statements and an Estimate of the amount necessary for the ensuing fiscal year requiring such levy for the purpose of erecting, remodeling or repairing school buildings, and for purchasing school furniture, in said District, published or posted to contain such Notice and Call, fixing the number of voting places and particularly describing each and every such place or places, and fixing the day on which such election should be had after the expiration of such notice, duly published or posted as is required by law for this class of district.

Cathy Sasser
Clerk, Board of Education

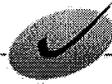
Subscribed and sworn to before me this 11 day of Sept, 2023.

Jill Eidsen
Notary Public

3-19-27
My Commission Expires



Secretary and Clerk of Excise Board
Cleveland County, Oklahoma



Mary E. Johnson & Associates, PLLC
Certified Public Accountants

To the Board of Education
Norman Public Schools
District No. I-29, Cleveland County

Management is responsible for the accompanying 2022-2023 prescribed financial statements as of and for the fiscal year ended June 30, 2023, and the 2023-2024 Estimate of Needs (SA&I Form 2661R06) and Publication Sheet (SA&I Form 2662R06) for District No. I-29, Cleveland County, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the prescribed financial statements, estimate of needs and publication sheet nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these prescribed financial statements.

Other Matters

The prescribed financial statements, estimate of needs and publication sheet forms are presented in accordance with the requirements prescribed by the Office of the Oklahoma State Auditor and Inspector per 68 OS § 3003.B., as defined by rules promulgated by the Oklahoma State Department of Education per 70 OS § 5-134.1.D., and are not intended to be a complete presentation of the School's assets and liabilities.

This report is intended solely for the information and use of the Oklahoma State Department of Education, the School District, Cleveland County Excise Board, and for filing with the State Auditor and Inspector and is not intended to be and should not be used by anyone other than these specified parties.

Mary E. Johnson & Associates PLLC

Norman, Oklahoma
August 29, 2023

2500 Boardwalk #201 • Norman, OK 73069 • Phone 405.322.5009

• Phone 580.826.3539 • Fax 855.999.2782

j-acpas.com

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SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						Combined Purpose
Date Of Issue						3/1/18
Date Of Sale By Delivery						3/1/18
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						3/1/20
Amount Of Each Uniform Maturity						\$ 7,370,000.00
Final Maturity Otherwise:						
Date of Final Maturity						3/1/23
Amount of Final Maturity						\$ 7,370,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 29,480,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 29,480,000.00
Years To Run						4
Normal Annual Accrual						\$ 0.00
Tax Years Run						4
Accrual Liability To Date						\$ 29,480,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2022						\$ 22,110,000.00
Bonds Paid During 2022-2023						\$ 7,370,000.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 0.00
TOTAL BONDS OUTSTANDING 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 0.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year						
Terminal Interest To Accrue						\$ 0.00
Years To Run						0
Accrue Each Year						\$ 0.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2023-2024						\$ 0.00
Total Interest To Levy For 2023-2024						\$ 0.00
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2022:						
Matured						\$ 0.00
Unmatured						\$ 73,700.00
Interest Earnings 2022-2023						\$ 147,400.00
Coupons Paid Through 2022-2023						\$ 221,100.00
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule I: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						Combined Purpose
Date Of Issue						5/1/19
Date Of Sale By Delivery						5/1/19
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						5/1/21
Amount Of Each Uniform Maturity						\$ 9,205,000.00
Final Maturity Otherwise:						
Date of Final Maturity						5/1/24
Amount of Final Maturity						\$ 9,205,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 36,820,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 36,820,000.00
Years To Run						4
Normal Annual Accrual						\$ 9,205,000.00
Tax Years Run						3
Accrual Liability To Date						\$ 27,615,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2022						\$ 18,410,000.00
Bonds Paid During 2022-2023						\$ 9,205,000.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 0.00
TOTAL BONDS OUTSTANDING 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 9,205,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	5/1/24	\$ 9,205,000.00	3.000%	10 Mo.	\$ 230,125.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year						
Terminal Interest To Accrue						\$ 0.00
Years To Run						0
Accrue Each Year						\$ 0.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2023-2024						\$ 230,125.00
Total Interest To Levy For 2023-2024						\$ 230,125.00
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2022:						
Matured						\$ 0.00
Unmatured						\$ 92,050.01
Interest Earnings 2022-2023						\$ 506,275.00
Coupons Paid Through 2022-2023						\$ 552,300.00
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 46,025.01

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						Combined Purpose
Date Of Issue						3/1/20
Date Of Sale By Delivery						
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						3/1/22
Amount Of Each Uniform Maturity						\$ 4,650,000.00
Final Maturity Otherwise:						
Date of Final Maturity						3/1/25
Amount of Final Maturity						\$ 4,650,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 18,600,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 18,600,000.00
Years To Run						4
Normal Annual Accrual						\$ 4,650,000.00
Tax Years Run						3
Accrual Liability To Date						\$ 13,950,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2022						\$ 4,650,000.00
Bonds Paid During 2022-2023						\$ 4,650,000.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 4,650,000.00
TOTAL BONDS OUTSTANDING 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 9,300,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	3/1/24	\$ 4,650,000.00	2.000%	8 Mo.	\$ 62,000.00	
Bonds and Coupons	3/1/25	\$ 4,650,000.00	2.000%	12 Mo.	\$ 93,000.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year						
Terminal Interest To Accrue						\$ 62,000.00
Years To Run						4
Accrue Each Year						\$ 15,500.00
Tax Years Run						3
Total Accrual To Date						\$ 46,500.00
Current Interest Earned Through 2023-2024						\$ 155,000.00
Total Interest To Levy For 2023-2024						\$ 170,500.00
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2022:						
Matured						\$ 0.00
Unmatured						\$ 93,000.00
Interest Earnings 2022-2023						\$ 248,000.00
Coupons Paid Through 2022-2023						\$ 279,000.00
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 62,000.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						Building
Date Of Issue						3/1/20
Date Of Sale By Delivery						
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						3/1/22
Amount Of Each Uniform Maturity						\$ 700,000.00
Final Maturity Otherwise:						
Date of Final Maturity						3/1/25
Amount of Final Maturity						\$ 700,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 2,800,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 2,800,000.00
Years To Run						4
Normal Annual Accrual						\$ 700,000.00
Tax Years Run						3
Accrual Liability To Date						\$ 2,100,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2022						\$ 700,000.00
Bonds Paid During 2022-2023						\$ 700,000.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 700,000.00
TOTAL BONDS OUTSTANDING 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 1,400,000.00
Coupon Computation:		Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount
Bonds and Coupons		3/1/24	\$ 700,000.00	1.550%	8 Mo.	\$ 7,233.33
Bonds and Coupons		3/1/25	\$ 700,000.00	1.625%	12 Mo.	\$ 11,375.00
Bonds and Coupons					Mo.	\$ 0.00
Bonds and Coupons					Mo.	\$ 0.00
Bonds and Coupons					Mo.	\$ 0.00
Bonds and Coupons					Mo.	\$ 0.00
Bonds and Coupons					Mo.	\$ 0.00
Bonds and Coupons					Mo.	\$ 0.00
Bonds and Coupons					Mo.	\$ 0.00
Bonds and Coupons					Mo.	\$ 0.00
Requirement for Interest Earnings After Last Tax-Levy Year						
Terminal Interest To Accrue						\$ 7,583.33
Years To Run						4
Accrue Each Year						\$ 1,895.83
Tax Years Run						3
Total Accrual To Date						\$ 5,687.50
Current Interest Earned Through 2023-2024						\$ 18,608.33
Total Interest To Levy For 2023-2024						\$ 20,504.17
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2022:						
Matured						\$ 0.00
Unmatured						\$ 10,908.34
Interest Earnings 2022-2023						\$ 29,225.00
Coupons Paid Through 2022-2023						\$ 32,725.00
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 7,408.34

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)					
PURPOSE OF BOND ISSUE:					Combined Purpose
Date Of Issue					3/1/21
Date Of Sale By Delivery					3/1/21
HOW AND WHEN BONDS MATURE:					
Uniform Maturities:					
Date Maturity Begins					3/1/23
Amount Of Each Uniform Maturity					\$ 6,635,000.00
Final Maturity Otherwise:					
Date of Final Maturity					3/1/26
Amount of Final Maturity					\$ 6,635,000.00
AMOUNT OF ORIGINAL ISSUE					\$ 26,540,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:					
Bond Issues Accruing By Tax Levy					\$ 26,540,000.00
Years To Run					4
Normal Annual Accrual					\$ 6,635,000.00
Tax Years Run					2
Accrual Liability To Date					\$ 13,270,000.00
Deductions From Total Accruals:					
Bonds Paid Prior To 6-30-2022					\$ 0.00
Bonds Paid During 2022-2023					\$ 6,635,000.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 6,635,000.00
TOTAL BONDS OUTSTANDING 6-30-2023:					
Matured					\$ 0.00
Unmatured					\$ 19,905,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount
Bonds and Coupons	3/1/24	\$ 6,635,000.00	1.250%	8 Mo.	\$ 55,291.67
Bonds and Coupons	3/1/25	\$ 6,635,000.00	1.250%	12 Mo.	\$ 82,937.50
Bonds and Coupons	3/1/26	\$ 6,635,000.00	1.250%	12 Mo.	\$ 82,937.50
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Requirement for Interest Earnings After Last Tax-Levy Year					
Terminal Interest To Accrue					\$ 55,291.67
Years To Run					4
Accrue Each Year					\$ 13,822.92
Tax Years Run					2
Total Accrual To Date					\$ 27,645.84
Current Interest Earned Through 2023-2024					\$ 221,166.67
Total Interest To Levy For 2023-2024					\$ 234,989.58
INTEREST COUPON ACCOUNT:					
Interest Earned But Unpaid 6-30-2022:					
Matured					\$ 0.00
Unmatured					\$ 110,583.33
Interest Earnings 2022-2023					\$ 304,104.17
Coupons Paid Through 2022-2023					\$ 331,750.00
Interest Earned But Unpaid 6-30-2023:					
Matured					\$ 0.00
Unmatured					\$ 82,937.50

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule I: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						Building
Date Of Issue						3/1/21
Date Of Sale By Delivery						3/1/21
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						3/1/23
Amount Of Each Uniform Maturity						\$ 600,000.00
Final Maturity Otherwise:						
Date of Final Maturity						3/1/26
Amount of Final Maturity						\$ 600,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 2,400,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 2,400,000.00
Years To Run						4
Normal Annual Accrual						\$ 600,000.00
Tax Years Run						2
Accrual Liability To Date						\$ 1,200,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2022						\$ 0.00
Bonds Paid During 2022-2023						\$ 600,000.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 600,000.00
TOTAL BONDS OUTSTANDING 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 1,800,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	3/1/24	\$ 600,000.00	0.625%	8 Mo.	\$ 2,500.00	
Bonds and Coupons	3/1/25	\$ 600,000.00	0.625%	12 Mo.	\$ 3,750.00	
Bonds and Coupons	3/1/26	\$ 600,000.00	0.625%	12 Mo.	\$ 3,750.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year						
Terminal Interest To Accrue						\$ 2,500.00
Years To Run						4
Accrue Each Year						\$ 625.00
Tax Years Run						2
Total Accrual To Date						\$ 1,250.00
Current Interest Earned Through 2023-2024						\$ 10,000.00
Total Interest To Levy For 2023-2024						\$ 10,625.00
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2022:						
Matured						\$ 0.00
Unmatured						\$ 5,000.00
Interest Earnings 2022-2023						\$ 13,750.00
Coupons Paid Through 2022-2023						\$ 15,000.00
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 3,750.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						Combined Purpose
Date Of Issue						3/1/22
Date Of Sale By Delivery						3/1/22
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						3/1/24
Amount Of Each Uniform Maturity						\$ 7,525,000.00
Final Maturity Otherwise:						
Date of Final Maturity						3/1/27
Amount of Final Maturity						\$ 7,525,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 30,100,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 30,100,000.00
Years To Run						4
Normal Annual Accrual						\$ 7,525,000.00
Tax Years Run						1
Accrual Liability To Date						\$ 7,525,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2022						\$ 0.00
Bonds Paid During 2022-2023						\$ 0.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 7,525,000.00
TOTAL BONDS OUTSTANDING 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 30,100,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	3/1/24	\$ 7,525,000.00	2.000%	8 Mo.	\$ 100,333.33	
Bonds and Coupons	3/1/25	\$ 7,525,000.00	2.000%	12 Mo.	\$ 150,500.00	
Bonds and Coupons	3/1/26	\$ 7,525,000.00	2.000%	12 Mo.	\$ 150,500.00	
Bonds and Coupons	3/1/27	\$ 7,525,000.00	2.000%	12 Mo.	\$ 150,500.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year						
Terminal Interest To Accrue						\$ 100,333.33
Years To Run						4
Accrue Each Year						\$ 25,083.33
Tax Years Run						1
Total Accrual To Date						\$ 25,083.33
Current Interest Earned Through 2023-2024						\$ 551,833.33
Total Interest To Levy For 2023-2024						\$ 576,916.67
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2022:						
Matured						\$ 0.00
Unmatured						\$ 0.00
Interest Earnings 2022-2023						\$ 802,666.67
Coupons Paid Through 2022-2023						\$ 602,000.00
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 200,666.67

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						Building
Date Of Issue						3/1/22
Date Of Sale By Delivery						3/1/22
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						3/1/24
Amount Of Each Uniform Maturity						\$ 475,000.00
Final Maturity Otherwise:						
Date of Final Maturity						3/1/27
Amount of Final Maturity						\$ 475,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 1,900,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 1,900,000.00
Years To Run						4
Normal Annual Accrual						\$ 475,000.00
Tax Years Run						1
Accrual Liability To Date						\$ 475,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2022						\$ 0.00
Bonds Paid During 2022-2023						\$ 0.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 475,000.00
TOTAL BONDS OUTSTANDING 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 1,900,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	3/1/24	\$ 475,000.00	2.000%	8 Mo.	\$ 6,333.33	
Bonds and Coupons	3/1/25	\$ 475,000.00	2.000%	12 Mo.	\$ 9,500.00	
Bonds and Coupons	3/1/26	\$ 475,000.00	2.000%	12 Mo.	\$ 9,500.00	
Bonds and Coupons	3/1/27	\$ 475,000.00	2.000%	12 Mo.	\$ 9,500.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year						
Terminal Interest To Accrue						\$ 6,333.33
Years To Run						4
Accrue Each Year						\$ 1,583.33
Tax Years Run						1
Total Accrual To Date						\$ 1,583.33
Current Interest Earned Through 2023-2024						\$ 34,833.33
Total Interest To Levy For 2023-2024						\$ 36,416.67
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2022:						
Matured						\$ 0.00
Unmatured						\$ 0.00
Interest Earnings 2022-2023						\$ 50,666.67
Coupons Paid Through 2022-2023						\$ 38,000.00
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 12,666.67

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule I: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						Combined Purpose
Date Of Issue						3/1/23
Date Of Sale By Delivery						
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						3/1/25
Amount Of Each Uniform Maturity						\$ 1,395,000.00
Final Maturity Otherwise:						
Date of Final Maturity						3/1/28
Amount of Final Maturity						\$ 1,395,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 5,580,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 5,580,000.00
Years To Run						4
Normal Annual Accrual						\$ 1,395,000.00
Tax Years Run						0
Accrual Liability To Date						\$ 0.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2022						\$ 0.00
Bonds Paid During 2022-2023						\$ 0.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 0.00
TOTAL BONDS OUTSTANDING 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 5,580,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	3/1/25	\$ 1,395,000.00	4.000%	16 Mo.	\$ 74,400.00	
Bonds and Coupons	3/1/26	\$ 1,395,000.00	4.000%	16 Mo.	\$ 74,400.00	
Bonds and Coupons	3/1/27	\$ 1,395,000.00	4.000%	16 Mo.	\$ 74,400.00	
Bonds and Coupons	3/1/28	\$ 1,395,000.00	4.000%	16 Mo.	\$ 74,400.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year						
Terminal Interest To Accrue						\$ 37,200.00
Years To Run						4
Accrue Each Year						\$ 9,300.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2023-2024						\$ 297,600.00
Total Interest To Levy For 2023-2024						\$ 306,900.00
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2022:						
Matured						\$ 0.00
Unmatured						\$ 0.00
Interest Earnings 2022-2023						\$ 0.00
Coupons Paid Through 2022-2023						\$ 0.00
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						Building
Date Of Issue						3/1/23
Date Of Sale By Delivery						
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						3/1/25
Amount Of Each Uniform Maturity						\$ 870,000.00
Final Maturity Otherwise:						
Date of Final Maturity						3/1/28
Amount of Final Maturity						\$ 870,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 3,480,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 3,480,000.00
Years To Run						4
Normal Annual Accrual						\$ 870,000.00
Tax Years Run						0
Accrual Liability To Date						\$ 0.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2022						\$ 0.00
Bonds Paid During 2022-2023						\$ 0.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 0.00
TOTAL BONDS OUTSTANDING 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 3,480,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	3/1/25	\$ 870,000.00	5.000%	16 Mo.	\$ 58,000.00	
Bonds and Coupons	3/1/26	\$ 870,000.00	5.000%	16 Mo.	\$ 58,000.00	
Bonds and Coupons	3/1/27	\$ 870,000.00	5.000%	16 Mo.	\$ 58,000.00	
Bonds and Coupons	3/1/28	\$ 870,000.00	5.000%	16 Mo.	\$ 58,000.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year						
Terminal Interest To Accrue						\$ 29,000.00
Years To Run						4
Accrue Each Year						\$ 7,250.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2023-2024						\$ 232,000.00
Total Interest To Levy For 2023-2024						\$ 239,250.00
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2022:						
Matured						\$ 0.00
Unmatured						\$ 0.00
Interest Earnings 2022-2023						\$ 0.00
Coupons Paid Through 2022-2023						\$ 0.00
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule I: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)		Total All Bonds
PURPOSE OF BOND ISSUE:		
HOW AND WHEN BONDS MATURE		
Uniform Maturities:		
Amount Of Each Uniform Maturity		\$ 39,425,000.00
Final Maturity Otherwise:		
Amount of Final Maturity		\$ 39,425,000.00
AMOUNT OF ORIGINAL ISSUE		\$ 157,700,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year		\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:		
Bond Issues Accruing By Tax Levy		\$ 157,700,000.00
Normal Annual Accrual		\$ 32,055,000.00
Accrual Liability To Date		\$ 95,615,000.00
Deductions From Total Accruals:		
Bonds Paid Prior To 6-30-2022		\$ 45,870,000.00
Bonds Paid During 2022-2023		\$ 29,160,000.00
Matured Bonds Unpaid		\$ 0.00
Balance Of Accrual Liability		\$ 20,585,000.00
TOTAL BONDS OUTSTANDING 6-30-2023:		
Matured		\$ 0.00
Unmatured		\$ 82,670,000.00
Requirement for Interest Earnings After Last Tax-Levy Year		
Terminal Interest To Accrue		\$ 300,241.66
Accrue Each Year		\$ 75,060.42
Total Accrual To Date		\$ 107,750.00
Current Interest Earned Through 2023-2024		\$ 1,751,166.67
Total Interest To Levy For 2023-2024		\$ 1,826,227.08
INTEREST COUPON ACCOUNT:		
Interest Earned But Unpaid 6-30-2022:		
Matured		\$ 0.00
Unmatured		\$ 385,241.68
Interest Earnings 2022-2023		\$ 2,102,087.51
Coupons Paid Through 2022-2023		\$ 2,071,875.00
Interest Earned But Unpaid 6-30-2023:		
Matured		\$ 0.00
Unmatured		\$ 415,454.19

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 2: Detail of Judgment Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)

Judgments For Indebtedness Originally Incurred After January 8, 1937. (New)

IN FAVOR OF							TOTAL ALL JUDGMENTS
BY WHOM OWNED							
PURPOSE OF JUDGMENT							
Case Number							
NAME OF COURT							
Date of Judgment							
Principal Amount of Judgment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Interest Rate Assigned by Court	0.00%	0.00%	0.00%	0.00%	0.00%		
Tax Levies Made	0	0	0	0	0		
Principal Amount Provided for to June 30, 2022	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Principal Amount Provided for in 2022-2023	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
PRINCIPAL AMOUNT NOT PROVIDED FOR	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
AMOUNT TO PROVIDE BY TAX LEVY FISCAL YEAR 2023-2024							
Principal 1/3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
FOR ALL JUDGMENTS REPORTED							
LEVIED FOR BUT UNPAID JUDGMENT OBLIGATIONS:							
OUTSTANDING JUNE 30, 2022							
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
JUDGMENT OBLIGATIONS SINCE LEVIED FOR							
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
JUDGMENT OBLIGATIONS SINCE PAID							
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
LEVIED BUT UNPAID JUDGMENT OBLIGATION:							
OUTSTANDING JUNE 30, 2023							
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

Schedule 3: Prepaid Judgments as of June 30, 2023

Prepaid Judgments On Indebtedness Originating After January 8, 1937

NAME OF JUDGMENT							TOTAL ALL PREPAID JUDGMENTS
CASE NUMBER							
NAME OF COURT							
Principal Amount of Judgment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Tax Levies Made	0	0	0	0	0		
Unreimbursed Balance At June 30, 2022	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Reimbursement By 2022-2023 Tax Levy	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Annual Accrual On Prepaid Judgments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Stricken By Court Order	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Asset Balance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 4: Sinking Fund Cash Statement

Revenue Receipts and Disbursements (Fund 41)	SINKING FUND	
	Detail	Extension
Cash on Hand June 30, 2022		\$ 22,904,416.34
Investments Since Liquidated	\$ 0.00	
COLLECTED AND APPORTIONED:		
Contributions From Other Districts	\$ 0.00	
2021 and Prior Ad Valorem Tax	\$ 552,745.76	
2022 Ad Valorem Tax	\$ 30,304,692.40	
Miscellaneous Receipts	\$ 286,383.30	
TOTAL RECEIPTS		\$ 31,143,821.46
TOTAL RECEIPTS AND BALANCE		\$ 54,048,237.80
DISBURSEMENTS:		
Coupons Paid	\$ 2,071,875.00	
Interest Paid on Past-Due Coupons	\$ 0.00	
Bonds Paid	\$ 29,160,000.00	
Interest Paid on Past-Due Bonds	\$ 0.00	
Commission Paid to Fiscal Agency	\$ 0.00	
Judgments Paid	\$ 0.00	
Interest Paid on Such Judgments	\$ 0.00	
Investments Purchased	\$ 0.00	
Judgments Paid Under 62 O.S. 1981, Sect 435	\$ 0.00	
TOTAL DISBURSEMENTS		\$ 31,231,875.00
CASH BALANCE ON HAND JUNE 30, 2023		\$22,816,362.80

Schedule 5: Sinking Fund Balance Sheet

	SINKING FUND	
	Detail	Extension
Cash Balance on Hand June 30, 2023		\$ 22,816,362.80
Legal Investments Properly Maturing	\$ 0.00	
Judgments Paid to Recover by Tax Levy	\$ 0.00	
TOTAL LIQUID ASSETS		\$ 22,816,362.80
DEDUCT MATURED INDEBTEDNESS:		
a. Past-Due Coupons	\$ 0.00	
b. Interest Accrued Thereon	\$ 0.00	
c. Past-Due Bonds	\$ 0.00	
d. Interest Thereon After Last Coupon	\$ 0.00	
e. Fiscal Agent Commission On Above	\$ 0.00	
f. Judgements and Interest Levied for But Unpaid	\$ 0.00	
TOTAL Items a. Through f. (To Extension Column)		\$ 0.00
BALANCE OF ASSETS SUBJECT TO ACCRUALS		\$ 22,816,362.80
DEDUCT ACCRUAL RESERVES IF ASSETS SUFFICIENT		
g. Earned Unmatured Interest	\$ 415,454.19	
h. Accrual on Final Coupons	\$ 107,750.00	
i. Accrued on Unmatured Bonds	\$ 20,585,000.00	
TOTAL Items g. Through i. (To Extension Column)		\$ 21,108,204.19
EXCESS OF ASSETS OVER ACCRUAL RESERVES		\$ 1,708,158.61

Schedule 6: Estimate of Sinking Fund Needs

	SINKING FUND	
	Computed By Governing Board	Provided By Excise Board
Interest Earnings on Bonds	\$ 1,826,227.08	\$ 1,826,227.08
Accrual on Unmatured Bonds	\$ 32,055,000.00	\$ 32,055,000.00
Annual Accrual on "Prepaid" Judgments	\$ 0.00	\$ 0.00
Annual Accrual on Unpaid Judgments	\$ 0.00	\$ 0.00
Interest on Unpaid Judgments	\$ 0.00	\$ 0.00
Participating Contributions (Annexations):	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
Annual Accrual From Exhibit KK	\$ 0.00	\$ 0.00
TOTAL SINKING FUND PROVISION	\$ 33,881,227.08	\$ 33,881,227.08

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 7: Ad Valorem Tax Account - Sinking Funds			
ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023			
Gross Value	\$	Net Value	\$
	0.00		25.600 Mills
			1,207,402,833.00
Total Proceeds of Levy as Certified			\$ 30,907,445.97
Additions:			\$ 0.00
Deductions:			\$ 0.00
Gross Balance Tax			\$ 30,907,445.97
Less Reserve for Delinquent Tax			\$ 1,471,783.14
Reserve for Protests Pending			\$ 0.00
Balance Available Tax			\$ 29,435,662.83
Deduct 2022 Tax Apportioned			\$ 30,304,692.40
Net Balance 2022 Tax in Process of Collection			\$ 0.00
Excess Collections			\$ 869,029.57

Schedule 8: Sinking Fund Contributions From Other Districts Due To Boundary Changes			
SCHOOL DISTRICT CONTRIBUTIONS	SINKING FUND		
	Actually Received	Provided For in Budget of Contributing School District	
From School District No.	\$ 0.00	\$	0.00
From School District No.	\$ 0.00	\$	0.00
From School District No.	\$ 0.00	\$	0.00
From School District No.	\$ 0.00	\$	0.00
From School District No.	\$ 0.00	\$	0.00
From School District No.	\$ 0.00	\$	0.00
From School District No.	\$ 0.00	\$	0.00
From School District No.	\$ 0.00	\$	0.00
From School District No.	\$ 0.00	\$	0.00
TOTALS	\$ 0.00	\$	0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 10: Miscellaneous Revenue	2022-23 ACCOUNT	
Source	Amount	
1000 DISTRICT SOURCES OF REVENUE:		
1200 Tuition & Fees	\$	0.00
1300 EARNINGS ON INVESTMENTS AND BOND SALES		
1310 Interest Earnings	\$	0.00
1320 Dividends on Insurance Policies	\$	0.00
1330 Premium on Bonds Sold	\$	286,381.50
1340 Accrued Interest on Bond Sales	\$	0.00
1350 Interest on Taxes	\$	0.00
1360 Earnings From Oklahoma Commission on School Funds Management	\$	0.00
1370 Proceeds From Sale of Original Bonds	\$	0.00
1390 Other Earnings on Investments	\$	0.00
TOTAL EARNINGS ON INVESTMENTS AND BOND SALES	\$	286,381.50
1400 RENTAL, DISPOSALS AND COMMISSIONS		
1410 Rental of School Facilities	\$	0.00
1420 Rental of Property Other Than School Facilities	\$	0.00
1430 Sales of Building and/or Real Estate	\$	0.00
1440 Sales of Equipment, Services and Materials	\$	0.00
1450 Bookstore Revenue	\$	0.00
1460 Commissions	\$	0.00
1470 Shop Revenue	\$	0.00
1490 Other Rental, Disposals and Commissions	\$	0.00
TOTAL RENTAL, DISPOSALS AND COMMISSIONS	\$	0.00
1500 Reimbursements	\$	0.00
1600 Other Local Sources of Revenue	\$	0.00
1700 Child Nutrition Programs	\$	0.00
1800 Athletics	\$	0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$	286,381.50
2000 INTERMEDIATE SOURCES OF REVENUE:		
2100 County 4 Mill Ad Valorem Tax	\$	0.00
2200 County Apportionment (Mortgage Tax)	\$	0.00
2300 Resale of Property Fund Distribution	\$	0.00
2900 Other Intermediate Sources of Revenue	\$	0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$	0.00
3000 STATE SOURCES OF REVENUE:		
3100 Total Dedicated Revenue	\$	0.00
3200 Total State Aid - General Operations - Non-Categorical	\$	0.00
3300 State Aid - Competitive Grants - Categorical	\$	0.00
3400 State - Categorical	\$	0.00
3500 Special Programs	\$	0.00
3600 Other State Sources of Revenue	\$	1.80
3700 Child Nutrition Program	\$	0.00
3800 State Vocational Programs - Multi-Source	\$	0.00
TOTAL STATE SOURCES OF REVENUE	\$	1.80
4000 FEDERAL SOURCES OF REVENUE:		
TOTAL FEDERAL SOURCES OF REVENUE	\$	0.00
5000 NON-REVENUE RECEIPTS:		
TOTAL NON-REVENUE RECEIPTS	\$	0.00
GRAND TOTAL	\$	286,383.30

CERTIFICATE OF EXCISE BOARD

State of Oklahoma, County of Cleveland

We, do further certify that we have examined the statement of estimated needs for the current fiscal year ending June 30, 2023, as certified by the Board of Education of Norman Public Schools, District Number I-29 of said County and State, and its financial statement for the preceding year, and in so doing we have diligently performed the duties imposed upon this Excise Board by 68 O. S. 2001 Section 3007, by (1) ascertaining that the financial statements, as to the statistics therein contained, reflect the true fiscal condition at the close of the fiscal year, or caused the same to be corrected so to show; (2) struck from the estimate of needs so submitted any items not authorized by law and reduced to the sum authorized by law any items restricted by statute as to the amount lawfully expendable therefor; (3) supplemented such estimate, after appropriate action, by an estimate of needs prepared by this Excise Board to make provision for mandatory functions based upon statistics authoritatively submitted; (4) computed the total means available to each fund in the manner provided, applying the Governing Board's estimate of revenue to be derived from surplus tax of the immediately preceding year and from sources other than ad valorem tax, or reduced such estimate to not less than the lawfully authorized ratio of the several sums realized from such sources during the preceding fiscal year or to such lesser sum as may reasonably be anticipated under altered law or circumstance and using for such determination the basic collections of the preceding year and the ratios on which distribution or apportionment must be made during the ensuing or current year.

To the several and specific purposes of the estimated needs as certified, we have and do hereby appropriate the surplus balances of cash on hand of the prior year, estimates of income from sources other than ad valorem taxation within the limitation fixed by law, and the proceeds of ad valorem tax levy within the number of mills authorized, either by apportionment by the Legislature, allocation by the excise board or by legal election, all of which appropriations are made in so far as the available surpluses, revenues, and levies will permit, except in that we have also provided that, after deducting items consisting of cash and the revenue from all sources other than the 2023 tax and the proceeds of the 2023 tax levy are in excess of the residue of such appropriations, by a sum included for delinquent tax, computed at .0% of such residue. And provided further, if said School District has been ascertained to be a well defined State Aid District, the local budget, as approved and appropriated for, has been applied wholly to its operating accounts.

We further certify that the amount required to be raised from tax, excluding Homesteads, for General Revenue Fund purposes as approved, requires a total ad valorem tax levy of 35.880 Mills. Said levy is within the statutory limit, and if in excess, is within the constitutional limit and has been authorized by a vote of the people of said district, as shown by certificate of the School Board to-wit:

To this District, with valuations shown below, the Excise Board allocated 15.780 Mills, plus 4.320 Mills authorized by the Constitution, plus an emergency levy of 5.260 Mills; plus local support levy of 10.520 Mills; for a total levy for the General Fund of 35.880 Mills.

We further certify that the amount required to be raised for building fund purposes as approved requires a tax levy of 5.120 Mills, and said levy has been certified as authorized by a vote of the people at an election held for that purpose. We further certify that Assessed Values used in computing Mill-vote levies have been applied as certified by the County Assessor.

We further certify that we have examined the within statements of account and estimated needs or requirements of the Governing Board of Norman Public Schools, School District No. I-29 of said County and State, in relation to the Sinking Fund or Funds thereof, and after finding the same correct or having caused the same to be corrected pursuant to 68 O. S. 2001 Section 3009, have approved the requirements therefor to fulfill the conditions of Section 26 and 28 of Article 10, Oklahoma Constitution, and have made and certified a tax levy therefor to the extent of the excess of said total requirements over the total of items 2, 3, 6, and 12 of Exhibit Y and any other legal deduction, including a reserve of .0% for delinquent taxes.

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- F. **2024-2025 Proposed Budget - Public Hearing**
(The purpose of the Public Hearing is to consider and receive public comment regarding the District's proposed budget. Comments shall be limited to 3 minutes per speaker.)
Presented by Brenda O'Brian and Tyler Jones

Action Item

1. Explanation of the 2024-2025 proposed district budget
2. Comments and questions by Associate Superintendent and Board Members
3. There were no Public Hearing comments
4. Comments and questions by Superintendent and Board Members
5. Action on Budget: Vote to approve or not approve the 2024-2025 Proposed Budget pursuant to the School District Budget Act (Okla. Stat. 70 §5-150-161)

Motion to approve the 2024-2025 Proposed Budget. This motion, made by Alex Ruggiers and seconded by Annette Price, Passed.

Dawn Brockman: Yes, Dirk O'Hara: Yes, Annette Price: Yes, Alex Ruggiers: Yes

**NORMAN PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT #29
131 SOUTH FLOOD
NORMAN, OK 73069
405-366-5801**

**ADOPTION OF 2024-2025 SCHOOL DISTRICT BUDGET
June 3, 2024**

STATE OF OKLAHOMA, COUNTY OF CLEVELAND

We, the undersigned members of the Norman Public School District Board of Education, of said County and State, do hereby verify that we have adopted the Norman Public School District Budget and Financing Plan as is herewith presented this 3rd day of June, 2024.

Tina Floyd, President

Dirk O'Hara, Vice President

Alex Ruggiers, Member

Annette Price, Member

Dawn Brockman, Member

ATTEST:

Clerk, Board of Education

**NORMAN INDEPENDENT SCHOOL DISTRICT I-29
OF CLEVELAND COUNTY, OKLAHOMA**

**PROPOSED SCHOOL BUDGET
AND FINANCING PLAN**

FOR APPROPRIATED FUNDS

Fiscal Year 2024-25

PREPARED BY:

**BRENDA O'BRIAN CPA, SFO
CHIEF FINANCIAL OFFICER**

June 3, 2024

TO THE INDEPENDENT SCHOOL DISTRICT #29 BOARD OF EDUCATION:

The Norman Public School District Fiscal Year 2024-25 Financial Plan of appropriated funds is herewith submitted for the approval of the Board of Education under the authority of a Resolution by the Board of Education dated June 3rd, 2024, in accordance with the Oklahoma School District Budget Act.

The total budget of appropriated funds equals \$170,658,257 which includes \$150,189,981 for the General Fund, \$13,389,213 for the Building Fund and \$7,079,063 for the Child Nutrition Fund.

The 2024-25 annual budget is presented to the Independent School District #29 of Cleveland County Board of Education for their approval.

Brenda R. O'Brian, CPA, Treasurer

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2024-2025
Summary of Estimated Revenue**

		<u>GOVERNMENTAL FUNDS</u>		
		General Fund	Special	Total
		11	Revenues	Approp
		FY 2024-25	21 - 22	Funds
ALL APPROPRIATED FUNDS		FY 2024-25	FY 2024-25	FY 2024-25
LOCAL SOURCES OF REVENUE:				
1110	Ad Valorem Taxes (Current)	\$ 48,376,042	\$ 6,898,867	\$ 55,274,909
1120	Ad Valorem Taxes (Prior)	501,000	69,000	570,000
1190	Other Taxes	212,634	25,343	237,977
1310	Interest Earnings	690,313	470,826	1,161,139
1600	Other Local	1,935,990	-	1,935,990
1700	Child Nutrition Programs	-	1,530,640	1,530,640
TOTAL LOCAL SOURCES OF REVENUE		51,715,979	8,994,676	60,710,655
INTERMEDIATE SOURCES OF REVENUE:				
2100	County 4 Mill Levy	4,442,000	-	4,442,000
2200	County App.(Mortgage Tax)	600,000	-	600,000
2000	TOTAL INTERMEDIATE SOURCES OF REVENUE	5,042,000	-	5,042,000
STATE SOURCES OF REVENUE:				
3110	Gross Production Tax	50,000	-	50,000
3120	Motor Vehicle Collections	6,305,000	-	6,305,000
3130	Rural Electric	421,666	-	421,666
3140	School Land Earnings	2,200,000	-	2,200,000
3150	Vehicle Stamp Tax	27,000	-	27,000
3200	State Aid--General Operations	70,646,805	-	70,646,805
3300	State Aid--Competitive Grants	126,910	-	126,910
3400	State--Categorical	1,539,684	1,557,930	3,097,614
3600	State-Other State Sources	87,834	-	87,834
3700	Child Nutrition Programs	-	53,652	53,652
3800	State Vocational Programs	245,640	-	245,640
3000	TOTAL STATE SOURCES OF REVENUE	81,650,539	1,611,582	83,262,121
FEDERAL SOURCES OF REVENUE:				
4100	Grants-In-Aid	533,237	-	533,237
4200	Federal Disadvantaged and Disabilities	4,770,871	-	4,770,871
4300	Individuals with Disabilities	4,862,343	-	4,862,343
4400	Federal Minority	350,000	-	350,000
4500	Federal Operations	179,062	-	179,062
4600	Federal Other Funds	1,489,506	-	1,489,506
4700	Child Nutrition Programs	-	4,339,078	4,339,078
4800	Federal Vocational Education	178,525	-	178,525
4000	TOTAL FEDERAL SOURCES OF REVENUE	12,363,544	4,339,078	16,702,622
SUB TOTAL REVENUE SOURCES		150,772,062	14,945,336	165,717,398
5000	Return of Assets	-	131,100	131,100
6200	Interfund Transfer	-	900,000	900,000
GRAND TOTAL REVENUE		150,772,062	15,976,436	166,748,498
BEG FUND BALANCE		13,132,797	11,047,262	24,180,059
TOTAL AVAILABLE		\$ 163,904,859	\$ 27,023,698	\$ 190,928,557

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2024-2025
Summary of Estimated Expense**

ALL APPROPRIATED FUNDS	GOVERNMENTAL FUNDS		
	General Fund 11 FY 2024-25	Special Revenues 21 - 22 FY 2024-25	Total Approp Funds FY 2024-25
1000 INSTRUCTION	\$ 95,772,012	\$ -	\$ 95,772,012
2000 SUPPORT SERVICES:			
2100 Support Services-Students	14,081,306	-	14,081,306
2200 Support Services-Instructional Staff	7,829,756	-	7,829,756
2300 Support Services-General Administration	3,925,449	-	3,925,449
2400 Support Services-School Administration	9,159,030	-	9,159,030
2500 Support Services-Business	5,314,037	463,626	5,777,663
2600 Operation and Maintenance of Plant	6,638,148	12,921,087	19,559,235
2700 Student Transportation Services	7,253,668	-	7,253,668
2000 TOTAL SUPPORT SERVICES	54,201,394	13,384,713	67,586,107
3000 OPERATION OF NON-INSTRUCTION SERVICES			
3100 Child Nutrition Program Operations	3,906	6,862,093	6,865,999
3000 TOTAL OPER OF NON-INSTRUCTION SERV	3,906	6,862,093	6,865,999
4000 FACILITIES ACQUISITION/CONSTRUCTION	30,662	31,470	62,132
5000 OTHER OUTLAYS	182,007	190,000	372,007
TOTAL EXPENDITURES	\$ 150,189,981	\$ 20,468,276	\$ 170,658,257

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2024-2025
Summary of Estimated Revenue**

GENERAL FUND	ACTUAL REVENUE FY 22-23	BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
LOCAL SOURCES OF REVENUE:			
1110 Ad Valorem Taxes (Current)	\$ 42,510,451	\$ 46,005,393	\$ 48,376,042
1120 Ad Valorem Taxes (Prior)	668,459	501,000	501,000
1190 Other Taxes	31,127	212,634	212,634
1300 Interest Earnings	557,864	690,313	690,313
1600 Other Local	2,012,515	1,828,623	1,935,990
TOTAL LOCAL SOURCES OF REVENUE	45,780,416	49,237,963	51,715,979
INTERMEDIATE SOURCES OF REVENUE:			
2100 County 4 Mill Levy	3,948,855	4,342,000	4,442,000
2200 County App.(Mortgage Tax)	666,723	600,000	600,000
TOTAL INTERMEDIATE SOURCES OF REVENUE	4,615,579	4,942,000	5,042,000
STATE SOURCES OF REVENUE:			
3110 Gross Production Tax	54,530	50,000	50,000
3120 Motor Vehicle Collections	6,549,607	6,305,000	6,305,000
3130 Rural Electric	488,712	421,666	421,666
3140 School Land Earnings	2,365,571	2,200,000	2,200,000
3150 Vehicle Stamp Tax	25,225	27,000	27,000
3200 State Aid-General Operations	61,117,110	70,428,405	70,646,805
3300 State Aid-Competitive Grants	144,319	126,910	126,910
3400 State-Categorical	1,429,643	1,539,684	1,539,684
3600 State-Other State Sources	111,670	87,834	87,834
3800 State Vocational Programs	239,712	245,640	245,640
TOTAL STATE SOURCES OF REVENUE	72,526,100	81,432,139	81,650,539
FEDERAL SOURCES OF REVENUE:			
4100 Grants-In-Aid	461,482	533,237	533,237
4200 Federal Disadvantaged and Disabilities	2,819,909	4,770,871	4,770,871
4300 Individuals with Disabilities	3,485,396	4,862,343	4,862,343
4400 Federal Minority	205,454	350,000	350,000
4500 Federal Operations	33,739	179,062	179,062
4600 Federal Other Funds	10,348,903	11,918,496	1,489,506
4800 Federal Vocational Education	148,966	178,525	178,525
TOTAL FEDERAL SOURCES OF REVENUE	17,503,849	22,792,534	12,363,544
TOTAL	\$ 140,425,944	\$ 158,404,636	\$ 150,772,062

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2024-2025
Summary of Estimated Expense**

GENERAL FUND	ACTUAL EXPENDED FY 22-23	BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
1000 INSTRUCTION:	\$ 83,794,175	\$ 95,566,343	\$ 95,772,012
2000 SUPPORT SERVICES:			
2100 Support Services-Students	12,175,718	9,953,785	14,081,306
2200 Support Services-Instructional Staff	6,343,193	11,815,616	7,829,756
2300 Support Services-General Administration	3,792,138	3,924,999	3,925,449
2400 Support Services-School Administration	8,198,059	8,799,823	9,159,030
2500 Support Services-Business	5,052,369	2,349,577	5,314,037
2600 Operation and Maintenance of Plant	12,724,874	17,037,323	6,638,148
2700 Student Transportation Services	6,685,498	8,526,033	7,253,668
TOTAL SUPPORT SERVICES	54,971,849	62,407,156	54,201,394
3000 OPERATION OF NON-INSTRUCTION SERVICES			
3100 Child Nutrition Program Operations	10,102	3,906	3,906
3300 Community Service Operations	27,038	-	-
TOTAL OPERATION OF NON-INSTRUCTION SERVICES	37,140	3,906	3,906
4000 FACILITIES ACQUISITION / CONSTRUCTION	13,080	25,642	30,662
5000 OTHER OUTLAYS	35,464	356,373	182,007
TOTAL EXPENDITURES	\$ 138,851,708	\$ 158,359,420	\$ 150,189,981
TOTAL REVENUES	\$ 140,425,944	\$ 158,404,636	\$ 150,772,062
BEG FUND BALANCE	11,513,345	13,087,581	13,132,797
TOTAL AVAILABLE	151,939,289	171,492,217	163,904,859
END FUND BALANCE	\$ 13,087,581	\$ 13,132,797	\$ 13,714,877
	9.32%	8.29%	9.10%

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2024-2025
Summary of Estimated Revenue and Expense**

BUILDING FUND	ACTUAL REVENUE FY 22-23	6/3/24 BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
LOCAL SOURCES OF REVENUE:			
1110 Ad Valorem Taxes (Current)	\$ 6,066,465	\$ 6,773,054	\$ 6,898,867
1120 Ad Valorem Taxes (Prior)	88,070	69,000	69,000
1190 Other Taxes	4,442	25,343	25,343
1300 Interest Earnings	118,982	348,017	348,017
TOTAL LOCAL SOURCES OF REVENUE:	6,277,959	7,215,414	7,341,227
STATE SOURCES OF REVENUE:			
3400 Redbud School Grant	-	1,557,930	1,557,930
3620 State Land Reimbursement	-	-	-
TOTAL STATE SOURCES OF REVENUE	-	1,557,930	1,557,930
6200 Interfund Transfer	1,082,008	900,000	900,000
TOTAL	\$ 7,359,967	\$ 9,673,344	\$ 9,799,157
	ACTUAL EXPENDED FY 22-23	6/3/2024 BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
1000 INSTRUCTION	-	-	-
2000 SUPPORT SERVICES:			
2500 Tax Assessments	\$ 449,959	\$ 463,626	\$ 463,626
2600 Operation of Building Services	3,257,815	4,447,087	12,921,087
TOTAL SUPPORT SERVICES	3,707,774	4,910,713	13,384,713
4000 FACILITIES ACQUISITION AND CONSTRUCTION			
4600 Building Acquisition and Construction Services	3,000	4,500	4,500
4700 Building Improvement Services	1,750	-	-
TOTAL FACILITES ACQUISITION AND CONST.	4,750	4,500	4,500
TOTAL	\$ 3,712,524	\$ 4,915,213	\$ 13,389,213
TOTAL REVENUES	\$ 7,359,967	\$ 9,673,344	\$ 9,799,157
BEG FUND BALANCE	1,662,068	5,309,510	10,067,641
TOTAL AVAILABLE	9,022,035	14,982,854	19,866,798
END FUND BALANCE	\$ 5,309,511	\$ 10,067,641	\$ 6,477,585
	72.14%	104.08%	66.10%

**INDEPENDENT SCHOOL DISTRICT #29
NORMAN PUBLIC SCHOOLS
FISCAL YEAR 2024-2025
Summary of Estimated Revenue and Expense**

CHILD NUTRITION		ACTUAL REVENUE FY 22-23	6/3/24 BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
LOCAL SOURCES OF REVENUE:				
1310	Interest Earnings	\$ 100,907	\$ 122,809	\$ 122,809
1710	Student Lunches/Breakfasts	1,184,666	1,184,666	1,184,666
1720	A La Carte/Adult Lunch and Breakfast	12,787	18,000	18,000
1760	Contract Lunches and Breakfast	323,029	323,029	323,029
1790	Other Revenue	4,945	4,945	4,945
TOTAL LOCAL SOURCES OF REVENUE		1,626,334	1,653,449	1,653,449
STATE SOURCES OF REVENUE:				
3720	State Matching	65,867	53,652	53,652
TOTAL STATE SOURCES OF REVENUE		65,867	53,652	53,652
FEDERAL SOURCES OF REVENUE:				
4705	Emergency Operational Costs Reimbursement	406,488	371,679	371,679
4706	P-EBT Administrative Funding	5,950	-	-
4710	Federal Reimbursement-Lunches	3,044,625	3,044,625	3,044,625
4720	Federal Reimbursement-Breakfast	799,156	799,156	799,156
4740	Federal Reimbursement-Summer Food Service	123,618	123,618	123,618
TOTAL FEDERAL SOURCES OF REVENUE		4,379,837	4,339,078	4,339,078
5150	Return of Assets	131,100	131,100	131,100
TOTAL		\$ 6,203,138	\$ 6,177,279	\$ 6,177,279
		ACTUAL EXPENDED FY 22-23	6/3/24 BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
3100	CHILD NUTRITION PROGRAM OPERATIONS:	\$ 6,609,548	\$ 7,362,093	\$ 6,862,093
4700	BUILDING IMPROVEMENT SERVICES	19,365	454,018	26,970
5400	INDIRECT COST	186,766	190,000	190,000
TOTAL		\$ 6,815,679	\$ 8,006,111	\$ 7,079,063
TOTAL REVENUES		6,203,138	6,177,279	6,177,279
BEG FUND BALANCE		3,420,994	2,808,453	979,621
TOTAL AVAILABLE		9,624,132	8,985,732	7,156,900
END FUND BALANCE		\$ 2,808,453	\$ 979,621	\$ 77,837

- VII. **New Business: New business refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 § 311(A)(9).**
Procedural Item
There was no new business presented at this meeting.
- VIII. **Administrative Staff Reports**
Procedural Item
Associate Superintendent Justin Milner spoke on the following topics:
- End of the school year events and celebrations
- Enrollment currently in progress for next school year
- Summer programs and upcoming professional development
- Summer construction projects
- The Learning Bus
- The launch of the new NPS website
- IX. **Board of Education Reports**
Procedural Item
Annette Price spoke about enrollment.
Dirk O'Hara thanked everyone involved for their hard work in making all the events and celebrations possible.
- X. **Motion to go into executive session to discuss candidates for the position of Principal at Lincoln Elementary School, after which the Board will return to open session to vote concerning the appointment of this position, pursuant to executive session authority: 25 O.S. Section 307(B)(1) and (B)(7)**
Action Item
8:00 PM Motion to go into executive session to discuss candidates for the position of Principal at Lincoln Elementary School. This motion, made by Alex Ruggiers and seconded by Annette Price, Passed.
Dawn Brockman: Yes, Dirk O'Hara: Yes, Annette Price: Yes, Alex Ruggiers: Yes
- XI. **Vote to Return to Open Session**
Action Item
8:27 PM Motion to return to open session. This motion, made by Alex Ruggiers and seconded by Annette Price, Passed.
Dawn Brockman: Yes, Dirk O'Hara: Yes, Annette Price: Yes, Alex Ruggiers: Yes
- XII. **Statement of the Executive Session Minutes**
Action Item
Board Vice President Dirk O'Hara stated that the Board convened in executive session pursuant to executive session authority: 25 OKLA. STAT. § Section 307(B)(1) and (7) to discuss candidates for the position of Principal at Lincoln Elementary School. The Board was joined in executive session by Associate Superintendent Holly Nevels and Executive Director Stephanie Williams. No other matters were discussed, and no votes were taken while in this closed session. This concludes the minutes of the executive session.
- XIII. **Vote regarding the employment, hiring, appointment and naming of the Principal at Lincoln Elementary School**
Action Item
Motion to hire Jessica Tims as the Principal at Lincoln Elementary School. This motion, made by Alex Ruggiers and seconded by Annette Price, Passed.
Dawn Brockman: Yes, Dirk O'Hara: Yes, Annette Price: Yes, Alex Ruggiers: Yes
- XIV. **Adjournment**
Procedural Item
8:28 PM Motion to adjourn. This motion, made by Alex Ruggiers and seconded by Dawn Brockman, Passed.
Dawn Brockman: Yes, Dirk O'Hara: Yes, Annette Price: Yes, Alex Ruggiers: Yes

Dirk O'Hara, Board of Education President

Jill Eidson, Deputy Board Clerk

(Seal)