

Special Meeting of the Board of Education
Monday, June 24, 2024 6:00 PM
Dr. Joseph N. Siano Administrative Services Center Room
A
131 S Flood Avenue
Norman, OK 73069



Agenda

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

{{Name: Agenda Item Name}} {{Goals: Agenda Item Strategic Plan}}

I. Call to Order and Establish a Quorum

Procedural Item

II. Pledge of Allegiance

Procedural Item

III. Disposition of Routine Business by Consent Action

Action Item

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

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

Consent Item

B. Purchase Requests

Consent Item

1. Install Ethernet and Fiber Cabling for Center for Arts and Learning from Wade Electric
2. Security and access control system for the Center for Arts and Learning from Digi Security Systems LLC

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

Consent Item

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

Consent Item

E. Agreements, Contracts, Resolutions and Renewals for Fiscal Year 2024-2025

Information Item

1. EDUCATIONAL SERVICES - (Holly McKinney)

- a. Fulcrum Management Solutions, Inc. Agreement for Thought Exchange Professional Software

2. TECHNOLOGY SERVICES (Christy Fisher)

- a. Wade Electric Contract Renewal for Electrical Services for District Wide Use ITB 2022004
- b. Wade Electric Contract Renewal for Network Cabling for District Wide Use ITB 2022004

3. SPECIAL SERVICES (Gayla Mears)

- a. State of Oklahoma Department of Rehabilitation Services (DRS) Project Search Agreement for Training, Placement, and Employment
- b. JD McCarty Center and the Cerebral Palsy Commission Agreement for Educational Services at the Center
- c. Central Oklahoma Youth Services Company, LLC (COYSCO) Agreement for Educational

Services at Cornerstone Adolescent Group Home, Lighthouse Adolescent Group Home, and Lighthouse S.O.

d. Amy Woodruff Agreement for Speech-Language Services

e. Meredith Westmoreland Agreement for Speech-Language Services

f. Lango Deaf/HoH Services Agreement for Interpretation/Language Services

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

a. Tyler Technologies, Inc Financial Management Software License Agreement Amendment Renewal

b. Resolution of Norman Public Schools to Join Oklahoma Schools Insurance Group

5. COUNSELING & STUDENT ADVOCACY (Kitrena Hime)

a. Office of the Attorney General Oklahoma Opioid Abatement Grant Award Acceptance and Agreement

b. Care Solace, Inc. Amendment to Renew Service Agreement for a web-based navigation system to assist students and families in locating and connecting with mental health treatment providers

c. The Virtue Center Agreement for Substance Abuse Educational Services

d. State of Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) Substance Abuse Prevention and Treatment Block Grant Contract for Treatment Services or Other Integrated Services

6. OPERATIONAL SERVICES (Justin Milner)

a. Enterprise FM Trust Fleet Management Amendment to the Master Equity Agreement

b. Medley Equipment Company Planned Maintenance Agreement Revision

c. Midwest Bus Sales Service Diagnostic Subscription Agreement

7. PROFESSIONAL DEVELOPMENT SERVICES (Sarah Seymore)

a. Frontline Education Learning & Collaboration Resources Master Services Agreement

IV. Additional Agenda Items

A. Proposed Addition of Board of Education Policy - School Personnel Digital and Electronic Communications with Students (Responds to HB 3958)

Presented by Karen Long

Action Item

B. Proposed Addition of Board of Education Policy - Intra-District Transfers Open Enrollment (Responds to HB 3386)

Presented by Karen Long

Action Item

C. Proposed Revisions to the Board of Education Policy 2006 Fiscal Management
Presented by Tyler Jones

Action Item

V. Motion to go into executive session to discuss candidates for the position of Principal at Cleveland Elementary School and Assistant Principal at Roosevelt Elementary School, and for discussion of a pending claim by the Board of Commissioners of Cleveland County on behalf of the Cleveland County Sheriff's Office for payment for SRO Services at district elementary schools during the 2023-2024 school fiscal year after which the Board will return to open session to vote concerning the appointment of the positions and settlement of the claim, pursuant to executive session authority 25 O.S. Section 307(B)(1), (B)(4), and (B)(7).

Action Item

VI. Vote to Return to Open Session

Action Item

VII. Statement of the Executive Session Minutes

Information Item

VIII. Vote regarding the employment, hiring, appointment and naming of the Principal at Cleveland Elementary School

Action Item

IX. Vote regarding the employment, hiring, appointment and naming of the Assistant Principal at Roosevelt Elementary School

Action Item

- X. **Vote to approve or not approve settlement of the claim by the Board of Commissioners of Cleveland County on behalf of the Cleveland County Sheriff's Office for payment for SRO services provided at district elementary schools during the 2023-2024 school fiscal year.**
Action Item
- XI. **Adjournment**
Procedural Item

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

Signature

CERTIFICATE OF POSTING

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District No. 29 of Cleveland County, Oklahoma, hereby certify that I posted a true and correct copy of the foregoing Public Notice and Agenda at the Dr. Joseph N. Siano Administrative Services Center Room A, 131 South Flood Avenue, in the City of Norman, on the _____ day of _____, 2024, at _____ o'clock _____.M.

Cathy Sasser, Board Clerk, Board of Education
(Seal)

Memorandum

To: Cathy Sasser, Clerk of the Board

From: Janine Warren

Date: June 24, 2024

Re: Purchase Order History (Board Meeting 06/24/24)

Report Period: 05/30/24 to 06/19/24

Fiscal Year 24:

Purchase Orders: #24008598 - #24009018

General Fund	\$ 295,776.74
Building Fund	200,000.00
Child Nutrition	94,047.97
Bond Funds	787,669.76
Sinking Funds	-
Trust Funds	-
School Activity Fund	42,846.12

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 05/30/2024 TO 06/19/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Line Description
DETAILS FOR ACCOUNT: 11.0007.51000.322.0239.0000.000.160. INSTRUCTIONAL SERVICES							
24008953	001	014228	LANGO DEAF & HOH LLC	06/05/24	1,533.00	1,533.00	CONTRACTED INTERPRETER SERVICES F
					1,533.00	1,533.00	
DETAILS FOR ACCOUNT: 11.0007.52573.583.0239.0000.000.089. OUT OF STATE TRAVEL							
24009004	001	001268	SOUTHWEST AIRLINES	06/13/24	439.97	439.97	AIRLINE TICKETS FOR GAYLA MEARS T
					439.97	439.97	
DETAILS FOR ACCOUNT: 11.0013.52323.337.0410.0000.000.088. OTH PROFESSIONAL SERVICES							
24008971	001	013736	PROPIO LS LLC	06/11/24	200.00	200.00	PHONE INTERPRETER SERVICE SY 2023
					200.00	200.00	
DETAILS FOR ACCOUNT: 11.0021.52573.581.0000.0000.000.088. IN DISTRICT TRAVEL							
24008936	001	005334	BAGG, JAIME	06/04/24	300.00	300.00	MILEAGE FOR SY 23-24 FOR SCIENCE
					300.00	300.00	
DETAILS FOR ACCOUNT: 11.0024.52573.583.0000.0000.000.001. INSERV TRAIN-OUT OF ST TRAVEL							
24008922	001	003220	WARREN, JANINE	05/31/24	100.78	100.78	TRAVEL EXPENSES FOR MUNIS CONFERE
					100.78	100.78	
DETAILS FOR ACCOUNT: 11.0029.52620.337.0000.0000.000.050. OTH PROFESSIONAL SERVICES							
24008919	001	006605	HARRIS HOUSE MOVING CONTRACTO	05/31/24	20,000.00	20,000.00	MOVING PORTABLES UNEXPECTED/EMERG
					20,000.00	20,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.438.0000.0000.000.050. BUILD OP-OTH BUILDING SERV							
24009005	001	014135	ARV SHEET METAL & ROOFING LLC	06/13/24	4,000.00	4,000.00	SERVICE REPAIR UNEXPECTED/EMERGEN
					4,000.00	4,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.439.0000.0000.000.095. BUILD OP-OTH EQUIP & VEH SERV							
24009009	001	000574	MEDLEY MATERIAL HANDLING COMP	06/17/24	8,000.00	8,000.00	REPAIR ON LIFTS UNEXPECED/EMERGEN
					8,000.00	8,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.445.0000.0000.000.095. BUILD OP-UNIFORM SERV							
24009007	001	004682	CLEAN THE UNIFORM	06/13/24	4,000.00	4,000.00	RENTAL OF UNIFORMS UNEXPECTED/EME
					4,000.00	4,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.449.0000.0000.000.050. OTHER RENTALS OR LEASE SERVICE							
24008901	001	013599	HERC RENTALS INC	05/30/24	10,000.00	8,266.93	RENTALS EMERGENCY/UNEXPECTED
24008987	001	001292	UNITED RENTAL (NORTH AMERICA)	06/13/24	20,000.00	20,000.00	RENTAL ON EQUIPMENT REF PO 240001
					30,000.00	28,266.93	
DETAILS FOR ACCOUNT: 11.0029.52620.456.0000.0000.000.091. PAINTING AND GLAZING SERVICES							
24008973	001	003108	VECTOR CONCEPTS INC	06/11/24	6,021.05	6,021.05	SCRAPE ADHESIVE LEAVE BARE CONCRE
24008973	002	003108	VECTOR CONCEPTS INC	06/11/24	525.00	525.00	UZIN NC 888 PATCHING COMPOUND
24008973	003	003108	VECTOR CONCEPTS INC	06/11/24	3,549.50	3,549.50	VESTUBULE CARPET TILE
24008973	004	003108	VECTOR CONCEPTS INC	06/11/24	34,922.50	34,922.50	AUDITORIUM CARPET TILE
24008973	005	003108	VECTOR CONCEPTS INC	06/11/24	4,469.20	4,469.20	J&J INDUSTRIES INC. INCOGNITO WAL
24008973	006	003108	VECTOR CONCEPTS INC	06/11/24	5,708.40	5,708.40	CARPET TILE LABOR
24008973	007	003108	VECTOR CONCEPTS INC	06/11/24	2,175.00	2,175.00	UZIN NC 888 PATCHING COMPOUND
24008973	008	003108	VECTOR CONCEPTS INC	06/11/24	2,579.00	2,579.00	BROADLOOM CARPET AT STAGE STAIRS,
24008973	009	003108	VECTOR CONCEPTS INC	06/11/24	1,600.75	1,600.75	MOHAWK GROUP NUBROADLOK - CARPET

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

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DATE RANGE: 05/30/2024 TO 06/19/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
24008973	010	003108	VECTOR CONCEPTS INC	06/11/24	629.00	629.00	DIRECT GLUED STD BACK PATTERN
24008973	011	003108	VECTOR CONCEPTS INC	06/11/24	1,452.00	1,452.00	STEPS DIRECT GLUE WATERFALL
24008973	012	003108	VECTOR CONCEPTS INC	06/11/24	150.00	150.00	UZIN NC 888 PATCHING COMPOUND
24008973	013	003108	VECTOR CONCEPTS INC	06/11/24	7,487.08	7,487.08	STAIR TREAD/RISER COMBO
24008973	014	003108	VECTOR CONCEPTS INC	06/11/24	5,722.40	5,722.40	LABOR
24008973	015	003108	VECTOR CONCEPTS INC	06/11/24	2,125.00	2,125.00	MOISTURE TESTS
24008973	016	003108	VECTOR CONCEPTS INC	06/11/24	11,848.00	11,848.00	FREIGHT
					90,963.88	90,963.88	
DETAILS FOR ACCOUNT: 11.0029.52620.618.0000.0000.000.050. BUILD OP-CLEAN & MAINT SUP							
24008998	001	001234	BIG RED SUPPLY INC	06/13/24	8,000.00	8,000.00	PLUMBING SUPPLIES UNEXPECTED/EMER
24008999	001	008749	CITY ELECTRIC SUPPLY COMPANY	06/13/24	4,000.00	4,000.00	ELECTRICAL SUPPLIES UNEXPECTED/EM
24009000	001	000371	LOWE'S HOME CENTERS INC	06/13/24	5,000.00	5,000.00	MISC SUPPLIES UNEXPECTED/EMERGENC
24009003	001	000540	J & R WINDOWS AND GLASS INC	06/13/24	5,000.00	5,000.00	GLASS SUPPLIES UNEXPECTED/EMERGEN
24009011	001	001287	FASTENAL COMPANY	06/17/24	2,000.00	2,000.00	MISC SUPPLIES REF 24007118 UNEXPE
24009012	001	001356	INTERFACE AMERICAS INC	06/17/24	2,000.00	2,000.00	CARPET SUPPLIES UNEXPECTED/EMERGE
					26,000.00	26,000.00	
DETAILS FOR ACCOUNT: 11.0029.52620.618.0000.0000.000.115. BUILD OP-CLEAN & MAINT SUP							
24008929	001	001356	INTERFACE AMERICAS INC	06/03/24	9,992.38	9,992.38	CARPET TILES UNEXPECTED/EMERGENCY
					9,992.38	9,992.38	
DETAILS FOR ACCOUNT: 11.0029.52620.618.0000.0000.000.155. BUILD OP-CLEAN & MAINT SUP							
24008916	001	006539	SHAW INDUSTRIES INC	05/31/24	603.04	603.04	CARPET FOR TRUMAN UNEXPECTED/EMER
					603.04	603.04	
DETAILS FOR ACCOUNT: 11.0034.52580.653.0000.0000.000.002. TECH RELATED SUPPLIES							
24008991	001	001232	SAM'S EAST INC	06/13/24	1,000.00	1,000.00	BLANKET P-CARD TSC SUPPLIES
24008992	001	001423	GRAYBAR ELECTRIC COMPANY INC	06/13/24	2,520.00	2,520.00	1500 3326-3M PROX CARDS
24008993	001	000254	CDWLLC	06/13/24	1,759.80	1,759.80	RAPID IDENTITY ADDITIONAL SUBSCRI
24009001	001	500000	AMAZON.COM	06/13/24	5,000.00	5,000.00	HDMI ADAPTERS M1 LAPTOPS
					10,279.80	10,279.80	
DETAILS FOR ACCOUNT: 11.0034.52580.673.0000.0000.000.002. PORTABLE DEVICES							
24009006	001	000743	DELL COMPUTER CORP	06/13/24	7,891.80	7,891.80	30 DELL CHROMEBOOKS 3110
					7,891.80	7,891.80	
DETAILS FOR ACCOUNT: 11.0041.52571.337.0000.0000.000.001. OTH PROFESSIONAL SERVICES							
24008960	001	050034	ACCUFAX	06/10/24	3,000.00	3,000.00	BACKGROUND CHECKS FOR NEW EMPLOYE
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 11.0043.52530.550.0000.0000.000.096. PRNT/PUB/DUP-PRINTING & BINDIN							
24009002	001	004482	WALKER COMPANIES	06/13/24	550.00	550.00	LOGOS AND SIGNAGE
					550.00	550.00	
DETAILS FOR ACCOUNT: 11.0043.52573.582.0000.0000.000.096. OUT OF DISTRICT TRAVEL							
24009014	001	003291	CHOCTAW NATION OF OKLAHOMA	06/17/24	702.18	702.18	REF PO# 24006932: NOT ENOUGH FUND
					702.18	702.18	
DETAILS FOR ACCOUNT: 11.0043.52740.439.0000.0000.000.096. VEH SERV-OTH EQUIP & VEH SERV							
24008917	001	013240	HOLT TRUCK CENTERS OF OKLAHOM	05/31/24	5,200.00	5,200.00	UNEXEPECTED BUS AND VEHICLE REPAI
					5,200.00	5,200.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

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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							
24008909	001	014664	NATIONAL PRODUCTS INC	05/30/24	150.00	150.00	UNEXEPECTED BUS AND VEHICLE PARTS
24008974	001	012626	ZONAR SYSTEMS INC	06/11/24	575.00	575.00	BUS AND VEHICLE PARTS
					725.00	725.00	
DETAILS FOR ACCOUNT: 11.0043.52740.810.0000.0000.000.096. VEH SERV-DUES AND FEES							
24008899	001	013219	SURIAMIN, FNU	05/30/24	133.12	133.12	CDL REIMBURSEMENT
24008900	001	014654	NAPOLITANI, IRIS	05/30/24	133.00	133.00	CDL REIMBURSEMENT
					266.12	266.12	
DETAILS FOR ACCOUNT: 11.0071.52640.432.0000.0000.000.001. TECHNOLOGY SERVICES							
24008898	001	003608	CHICKASAW PERSONAL COMMUNICAT	05/30/24	4,212.00	4,212.00	DISTRICT WIDE EMERGENCY RADIO REP
					4,212.00	4,212.00	
DETAILS FOR ACCOUNT: 11.0367.51000.681.0427.1130.000.153. COCURRICULAR SUPPLIES							
24008984	001	500000	AMAZON.COM	06/12/24	90.00	90.00	3 PACKS OF LIQINKOL DRY ERASE MAR
					90.00	90.00	
DETAILS FOR ACCOUNT: 11.0412.52213.582.0315.8700.000.502. OUT OF DISTRICT TRAVEL							
24008965	001	014676	SLAUGHTER, VALORI	06/10/24	400.00	400.00	STEM NEW TEACHER ACADEMY- OK- MIL
					400.00	400.00	
DETAILS FOR ACCOUNT: 11.0412.52213.583.0315.8700.000.501. OUT OF STATE TRAVEL							
24008944	001	012200	JP MORGAN CHASE BANK NA	06/05/24	500.00	500.00	CAR RENTAL ORLANDO NATIONAL TSA C
					500.00	500.00	
DETAILS FOR ACCOUNT: 11.0412.52213.860.0315.8700.000.502. STAFF REGISTRATION & TUITION							
24008954	001	010733	PROJECT LEAD THE WAY INC	06/05/24	1,200.00	1,200.00	COMPUTER SCIENCE DESIGN & MODELIN
24008957	001	010733	PROJECT LEAD THE WAY INC	06/05/24	1,200.00	1,200.00	COMPUTER SCIENCE REGISTRATION FEE
24008958	001	010733	PROJECT LEAD THE WAY INC	06/10/24	1,200.00	1,200.00	COMPUTER SCIENCE REGISTRATION FEE
24008959	001	010733	PROJECT LEAD THE WAY INC	06/10/24	1,200.00	1,200.00	57th ANNUAL OKLAHOMA SUMMIT REGIS
					4,800.00	4,800.00	
DETAILS FOR ACCOUNT: 11.0412.52213.860.0315.8700.000.504. STAFF REGISTRATION & TUITION							
24008942	001	001545	TECHNOLOGY STUDENT ASSOCIATIO	06/05/24	160.00	122.14	STUDENT REGISTRATION AND TEACHER
					160.00	122.14	
DETAILS FOR ACCOUNT: 11.0511.52213.641.0429.0000.000.050. BOOKS							
24008935	001	010520	LOVING GUIDANCE INC	06/04/24	4,260.75	4,260.75	CONSCIOUS DISCIPLINE BOOKS FOR 6
					4,260.75	4,260.75	
DETAILS FOR ACCOUNT: 11.0541.52213.641.0429.0000.000.050. BOOKS							
24008935	001	010520	LOVING GUIDANCE INC	06/04/24	4,933.50	4,933.50	CONSCIOUS DISCIPLINE BOOKS FOR 6
					4,933.50	4,933.50	
DETAILS FOR ACCOUNT: 11.0563.51000.619.0495.0000.000.092. GENERAL OFFICE SUPPLIES							
24008934	001	012200	JP MORGAN CHASE BANK NA	06/04/24	8,000.00	8,000.00	SCHOOL SUPPLY KITS FOR STUDENTS.
					8,000.00	8,000.00	
DETAILS FOR ACCOUNT: 11.0563.52199.682.0429.0000.000.500. REFRESHMENTS/AWARDS/GIFTS							
24008990	001	002482	VALLEY, PATRICIA	06/13/24	19.54	19.54	REIMBURESEMENT OF ICE BECAUSE ICE
					19.54	19.54	

NORMAN PUBLIC SCHOOLS - LIVE

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GROUPED BY FUND

DATE RANGE: 05/30/2024 TO 06/19/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 11.0615.52573.860.0239.0000.000.089. STAFF REGISTRATION & TUITION							
24008945	001	013520	AMERICAN SPEECH LANGUAGE HEAR	06/05/24	55.00	55.00	ITEM# WEB17318B ASHA ONLINE COURS
					55.00	55.00	
DETAILS FOR ACCOUNT: 11.0795.51000.653.0100.0000.000.740. TECH RELATED SUPPLIES							
24008982	001	001257	GLYNLYON INC	06/11/24	38,500.00	38,500.00	350 LICENSES FOR ODYSSEYWARE FOR
					38,500.00	38,500.00	
DETAILS FOR ACCOUNT: 11.1006.52520.653.0000.0000.000.094. TECH RELATED SUPPLIES							
24008988	001	500001	AMAZON MARKETPLACE	06/13/24	170.00	170.00	20 HDMI CABLES FOR NEW MONITORS
					170.00	170.00	
DETAILS FOR ACCOUNT: 11.1143.52410.652.0000.0000.000.110. AUDIOVISUAL							
24008923	001	003608	CHICKASAW PERSONAL COMMUNICAT	05/31/24	4,928.00	4,928.00	14 WALKIES AT \$352.00 EACH
					4,928.00	4,928.00	
TOTALS FOR FUND: 11 GENERAL FUND					295,776.74	294,005.81	
DETAILS FOR ACCOUNT: 21.0100.52660.344.0000.0000.000.001. SECURITY SERVICES							
24009018	001	040015	CLEVELAND COUNTY SHERIFF OFFI	06/18/24	200,000.00	200,000.00	SCHOOL RESOURCE OFFICER AT DIMENS
					200,000.00	200,000.00	
TOTALS FOR FUND: 21 BUILDING FUND					200,000.00	200,000.00	
DETAILS FOR ACCOUNT: 22.0000.41710.000.0700.0000.000.055. STUDENT MEALS							
24008927	001	014672	WIMBERLY, JANELLE	06/03/24	20.00	20.00	REFUND FOR: JAHNEIR
					20.00	20.00	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.055. APPLIANCES/FURN/FIXTURES							
24008962	001	006283	OKLAHOMA RESTAURANT SUPPLY LL	06/10/24	2,709.80	2,709.80	RANGE, 36", 6 OPEN BURNERS SOUTHB
					2,709.80	2,709.80	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.115. APPLIANCES/FURN/FIXTURES							
24008913	001	014505	PLATINUM VENTURES INC	05/30/24	3,752.81	3,752.81	QUOTE: REFERENCE NUMBER 40443 DEL
24008914	001	000444	AMUNDSEN COMMERICAL KITCHENS	05/30/24	2,747.85	2,747.85	JOB REFERENCE NUMBER 16258 AMUNDS
24008915	001	000444	AMUNDSEN COMMERICAL KITCHENS	05/30/24	841.15	841.15	JOB REFERENCE NUMBER 16259 ROOSEV
					7,341.81	7,341.81	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.153. APPLIANCES/FURN/FIXTURES							
24008913	001	014505	PLATINUM VENTURES INC	05/30/24	3,752.81	3,752.81	QUOTE: REFERENCE NUMBER 40443 DEL
24008914	001	000444	AMUNDSEN COMMERICAL KITCHENS	05/30/24	2,747.85	2,747.85	JOB REFERENCE NUMBER 16258 AMUNDS
24008915	001	000444	AMUNDSEN COMMERICAL KITCHENS	05/30/24	841.15	841.15	JOB REFERENCE NUMBER 16259 ROOSEV
					7,341.81	7,341.81	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.165. APPLIANCES/FURN/FIXTURES							
24008913	001	014505	PLATINUM VENTURES INC	05/30/24	3,752.81	3,752.81	QUOTE: REFERENCE NUMBER 40443 DEL
24008914	001	000444	AMUNDSEN COMMERICAL KITCHENS	05/30/24	2,747.85	2,747.85	JOB REFERENCE NUMBER 16258 AMUNDS

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GROUPED BY FUND

DATE RANGE: 05/30/2024 TO 06/19/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
24008915	001	000444	AMUNDSEN COMMERCIAL KITCHENS	05/30/24	841.16	841.16	JOB REFERENCE NUMBER 16259 ROOSEV
					7,341.82	7,341.82	
DETAILS FOR ACCOUNT: 22.0000.53120.651.0700.0000.000.710. APPLIANCES							
24008994	002	000512	QUALITY FOOD EQUIPMENT	06/13/24	4,964.50	4,964.50	SNEEZE GUARD, STATIONARY HATCO MO
24008994	003	000512	QUALITY FOOD EQUIPMENT	06/13/24	1,233.80	1,233.80	INSTALLATION COST
					6,198.30	6,198.30	
DETAILS FOR ACCOUNT: 22.0000.53120.731.0700.0000.000.112. APPLIANCES/FURNITURE/FIXTURES							
24008920	001	007739	KRUEGER INTERNATIONAL INC	05/31/24	30,670.00	30,670.00	CHAIRS FOR CLEVELAND ELEM CAFETER
					30,670.00	30,670.00	
DETAILS FOR ACCOUNT: 22.0000.53120.731.0700.0000.000.130. APPLIANCES/FURNITURE/FIXTURES							
24008920	002	007739	KRUEGER INTERNATIONAL INC	05/31/24	15,172.00	15,172.00	CHAIRS FOR MADISON ELEM CAFETERIA
					15,172.00	15,172.00	
DETAILS FOR ACCOUNT: 22.0000.53120.731.0700.0000.000.710. APPLIANCES/FURN/FIXTURES							
24008921	001	013422	TRIMARK MARLINN LLC	05/31/24	11,439.43	11,439.43	TURBOCHEF (MIDDLEBY) MODEL NO. SI
24008994	001	000512	QUALITY FOOD EQUIPMENT	06/13/24	5,813.00	5,813.00	DROP-IN REFRIGERATED WELL HATCO M
					17,252.43	17,252.43	
TOTALS FOR FUND: 22 CHILD NUTRITION FUND					94,047.97	94,047.97	

DETAILS FOR ACCOUNT: 30.0276.54720.452.0000.0000.000.135. ELECTRICAL SYSTEMS SERVICES							
24008933	001	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	7,245.25	7,245.25	60 ARECONT CAMERA REPLACEMENTS
24008933	002	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	17.35	17.35	SHIPPING
					7,262.60	7,262.60	
DETAILS FOR ACCOUNT: 30.0276.54720.452.0000.0000.000.150. ELECTRICAL SYSTEMS SERVICES							
24008933	001	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	7,245.25	7,245.25	60 ARECONT CAMERA REPLACEMENTS
24008933	002	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	17.35	17.35	SHIPPING
					7,262.60	7,262.60	
DETAILS FOR ACCOUNT: 30.0276.54720.452.0000.0000.000.705. ELECTRICAL SYSTEMS SERVICES							
24008933	001	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	7,245.25	7,245.25	60 ARECONT CAMERA REPLACEMENTS
24008933	002	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	17.35	17.35	SHIPPING
					7,262.60	7,262.60	
DETAILS FOR ACCOUNT: 30.0276.54720.452.0000.0000.000.710. ELECTRICAL SYSTEMS SERVICES							
24008933	001	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	7,245.25	7,245.25	60 ARECONT CAMERA REPLACEMENTS
24008933	002	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	17.35	17.35	SHIPPING
					7,262.60	7,262.60	
TOTALS FOR FUND: 30 BOND FUND-REC'D 2020					29,050.40	29,050.40	

DETAILS FOR ACCOUNT: 31.0137.54720.452.0000.0000.000.500. ELECTRICAL SYSTEMS SERVICES							
24008933	001	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	14,499.19	14,499.19	60 ARECONT CAMERA REPLACEMENTS

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 05/30/2024 TO 06/19/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
24008933	002	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	34.73	34.73	SHIPPING
					14,533.92	14,533.92	
DETAILS FOR ACCOUNT: 31.0137.54720.452.0000.0000.000.501. ELECTRICAL SYSTEMS SERVICES							
24008933	001	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	14,499.19	14,499.19	60 ARECONT CAMERA REPLACEMENTS
24008933	002	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	34.73	34.73	SHIPPING
					14,533.92	14,533.92	
DETAILS FOR ACCOUNT: 31.0137.54720.452.0000.0000.000.502. ELECTRICAL SYSTEMS SERVICES							
24008933	001	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	14,499.19	14,499.19	60 ARECONT CAMERA REPLACEMENTS
24008933	002	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	34.73	34.73	SHIPPING
					14,533.92	14,533.92	
DETAILS FOR ACCOUNT: 31.0137.54720.452.0000.0000.000.504. ELECTRICAL SYSTEMS SERVICES							
24008933	001	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	14,499.19	14,499.19	60 ARECONT CAMERA REPLACEMENTS
24008933	002	006168	DIGI SECURITY SYSTEMS LLC	06/04/24	34.73	34.73	SHIPPING
					14,533.92	14,533.92	
DETAILS FOR ACCOUNT: 31.0137.54720.452.0000.0000.000.705. ELECTRICAL SYSTEMS SERVICES							
24009016	003	006168	DIGI SECURITY SYSTEMS LLC	06/17/24	3,430.00	3,430.00	PROJECT SERVICES
					3,430.00	3,430.00	
DETAILS FOR ACCOUNT: 31.0137.54720.652.0000.0000.000.705. AUDIOVISUAL							
24009016	001	006168	DIGI SECURITY SYSTEMS LLC	06/17/24	4,008.53	4,008.53	ACCESS CONTROL
24009016	002	006168	DIGI SECURITY SYSTEMS LLC	06/17/24	930.00	930.00	CABLING AND SUPPORT EQUIPMENT
24009016	004	006168	DIGI SECURITY SYSTEMS LLC	06/17/24	46.67	46.67	SHIPPING
					4,985.20	4,985.20	
DETAILS FOR ACCOUNT: 31.0137.54720.653.0000.0000.000.002. TECH RELATED SUPPLIES							
24009010	001	013961	LONG YU	06/17/24	870.00	6.33	OVERAGE FOR PO USAGE OF 24007032
					870.00	6.33	
DETAILS FOR ACCOUNT: 31.0282.51000.644.0100.4400.000.740. SUPPLEMENTAL TEXTBOOKS N/S ADO							
24008910	001	005793	WIESER EDUCATIONAL INC	05/30/24	5,100.00	5,100.00	SUPPLEMENTAL TEXTBOOKS FOR RESIDE
					5,100.00	5,100.00	
TOTALS FOR FUND: 31 BOND FUND-REC'D 2021					72,520.88	71,657.21	
DETAILS FOR ACCOUNT: 32.0133.52620.456.0000.0000.000.502. PAINTING AND GLAZING SERVICES							
24008911	001	014130	ADVANCED COMMERCIAL PAINTING	05/30/24	21,450.00	21,450.00	SUPPLY AND INSTALL - PATCH, REPAI
					21,450.00	21,450.00	
DETAILS FOR ACCOUNT: 32.0281.51000.651.0100.1050.000.050. APPLIANCES/FURN/FIXTURES							
24008975	001	014679	STAGEDROP LLC	06/11/24	2,576.94	2,576.94	5 X MIDWEST FOLDING RTC STANDARD
					2,576.94	2,576.94	
DETAILS FOR ACCOUNT: 32.0286.52650.442.0000.0000.000.050. EQUIPMENT AND VEHICLE SERVICES							
24009013	001	013910	ENTERPRISE FM TRUST	06/17/24	10,075.30	10,075.30	REF PO# 24000900, NOT ENOUGH FUND
					10,075.30	10,075.30	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

GROUPED BY FUND

DATE RANGE: 05/30/2024 TO 06/19/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
TOTALS FOR FUND: 32 BOND FUND-REC'D 2022					34,102.24	34,102.24	
DETAILS FOR ACCOUNT: 34.0137.54720.452.0000.0000.000.150. ELECTRICAL SYSTEMS SERVICES							
24008955	004	006168	DIGI SECURITY SYSTEMS LLC	06/05/24	1,680.00	1,680.00	PROJECT SERVICES
					1,680.00	1,680.00	
DETAILS FOR ACCOUNT: 34.0137.54720.452.0000.0000.000.500. ELECTRICAL SYSTEMS SERVICES							
24008952	004	006168	DIGI SECURITY SYSTEMS LLC	06/05/24	672.00	672.00	PROJECT SERVICES
					672.00	672.00	
DETAILS FOR ACCOUNT: 34.0137.54720.652.0000.0000.000.150. AUDIOVISUAL							
24008955	001	006168	DIGI SECURITY SYSTEMS LLC	06/05/24	3,283.56	3,283.56	EQUIPMENT
24008955	002	006168	DIGI SECURITY SYSTEMS LLC	06/05/24	428.00	428.00	CABLING AND SUPPORT EQUIPMENT
24008955	003	006168	DIGI SECURITY SYSTEMS LLC	06/05/24	204.00	204.00	PROFESSIONAL INSTALLATION MATERIA
24008955	005	006168	DIGI SECURITY SYSTEMS LLC	06/05/24	28.33	28.33	SHIPPING
					3,943.89	3,943.89	
DETAILS FOR ACCOUNT: 34.0137.54720.652.0000.0000.000.500. AUDIOVISUAL							
24008952	001	006168	DIGI SECURITY SYSTEMS LLC	06/05/24	2,855.18	2,855.18	EQUIPMENT
24008952	002	006168	DIGI SECURITY SYSTEMS LLC	06/05/24	268.00	268.00	CABLING AND SUPPORT EQUIPMENT
24008952	003	006168	DIGI SECURITY SYSTEMS LLC	06/05/24	76.50	76.50	PROFESSIONAL INSTALLATION MATERIA
24008952	005	006168	DIGI SECURITY SYSTEMS LLC	06/05/24	41.67	41.67	SHIPPING
					3,241.35	3,241.35	
DETAILS FOR ACCOUNT: 34.0180.54720.450.0000.0000.000.093. CONSTRUCTION SERV-OUTSIDE CONT							
24008970	001	014633	PANEL SPECIALISTS INC	06/11/24	18,475.00	18,475.00	WALL PANEL SYSTEM FOR NANCY O'BRI
					18,475.00	18,475.00	
TOTALS FOR FUND: 34 BOND FUND-REC'D 2024					28,012.24	28,012.24	
DETAILS FOR ACCOUNT: 35.0135.52720.762.0000.0000.000.050. BUSES							
24008932	001	000336	MIDWEST BUS SALES INC	06/04/24	623,984.00	623,984.00	4 x Saf-T-Liner C2 340TS @ \$155,9
					623,984.00	623,984.00	
TOTALS FOR FUND: 35 BOND FUND-REC'D 2025					623,984.00	623,984.00	
DETAILS FOR ACCOUNT: 61.0805.51000.343.0800.3300.000.705. INSTR-GAME OFFICIALS SERVICES							
24008979	001	011185	CORBETT, STEVE	06/11/24	150.00	150.00	JV/V BASEBALL
					150.00	150.00	
DETAILS FOR ACCOUNT: 61.0817.51000.682.0100.3300.000.705. INSTR-AWARDS/GIFTS/DECOR							
24008977	001	000513	PETERS, VINCENT - SOONER TROP	06/11/24	132.00	132.00	MEDALS (SENIORS) - 22 @ \$12
					132.00	132.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

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DATE RANGE: 05/30/2024 TO 06/19/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0818.51000.682.0100.3300.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008977	001	000513	PETERS, VINCENT - SOONER TROP	06/11/24	132.00	132.00	MEDALS (SENIORS) - 22 @ \$12
					132.00	132.00	
DETAILS FOR ACCOUNT: 61.0819.41870.000.0800.0000.000.705. ATHLETIC STATE PLAY-OFFS							
24008980	001	000424	OKLAHOMA SECONDARY SCHOOL ACT	06/11/24	4,440.00	4,440.00	NET INCOME DUE TO OSSAA FOR TRACK
					4,440.00	4,440.00	
DETAILS FOR ACCOUNT: 61.0819.51000.681.0800.3330.000.003. COCURRICULAR SUPPLIES							
24008995	001	001269	BSN SPORTS	06/13/24	1,220.00	1,220.00	OLYMPIC WEIGHT BARS FOR NHS WEIGH
					1,220.00	1,220.00	
DETAILS FOR ACCOUNT: 61.0819.52573.860.0800.0000.000.003. STAFF REGISTRATION & TUITION							
24009017	001	011239	OKLAHOMA INTERSCHOLASTIC ATHL	06/18/24	600.00	600.00	FOR T.D. O'HARA, CORY COLE AND DU
					600.00	600.00	
DETAILS FOR ACCOUNT: 61.0824.52199.881.0900.0000.000.710. DONATIONS							
24008938	001	013472	WILDWOOD CHURCH	06/04/24	200.00	200.00	DONATION FOR USE OF WILDWOOD CHUR
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0825.52212.682.0900.1173.000.004. REFRESHMENTS/AWARDS/GIFTS							
24009008	001	012200	JP MORGAN CHASE BANK NA	06/17/24	200.00	200.00	GUEST DONOR LUNCH WITH STAFF ON 6
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0828.52199.810.0900.0000.000.502. STUDENT SUPPORT-DUES AND FEES							
24008964	001	000109	CLP FRONTIER CITY LLC	06/10/24	8,271.50	8,271.50	FRONTIER CITY ADMISSION FINE ARTS
					8,271.50	8,271.50	
DETAILS FOR ACCOUNT: 61.0840.51000.810.0100.8000.000.705. INSTRUCTION-DUES AND FEES							
24009015	001	012200	JP MORGAN CHASE BANK NA	06/17/24	1,000.00	1,000.00	TULSA STATE FAIR LIVESTOCK ENTRY
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0840.52199.582.0900.0000.000.705. STUDENT SUPP-OUT OF DIST TRAVE							
24008976	001	014281	INTELLISTAY CY TULSA LLC	06/11/24	236.23	236.23	OAETA & STAR AG-ED SUMMER CONFERE
					236.23	236.23	
DETAILS FOR ACCOUNT: 61.0866.51000.652.0100.1052.000.140. INSTRUCTION-AUDIOVISUAL							
24008996	001	014414	AVI-SPL LLC	06/13/24	15,157.24	15,157.24	Vocal System with (1) BLX4R Rack
					15,157.24	15,157.24	
DETAILS FOR ACCOUNT: 61.0866.52199.337.0900.0000.000.740. OTH PROFESSIONAL SERVICES							
24008903	001	014606	STEVENSON, BARBARA	05/30/24	25.04	25.04	REPAIR OF 5 ZIPPERS ON THE GRADUA
					25.04	25.04	
DETAILS FOR ACCOUNT: 61.0866.52199.619.0900.0000.000.740. STUDENT SUPP-GEN OFFICE SUPPLI							
24008902	001	010328	OKLAHOMA SCHOOL PICTURES LLC	05/30/24	275.00	275.00	5X7 HANDSHAKE PHOTO FOR THE SENIO
					275.00	275.00	
DETAILS FOR ACCOUNT: 61.0866.52199.652.0900.0000.000.501. AUDIOVISUAL							
24008941	001	003608	CHICKASAW PERSONAL COMMUNICAT	06/05/24	1,408.00	1,408.00	NX-1300, UHF, 5 WATT, DMR/ANALOG
					1,408.00	1,408.00	

NORMAN PUBLIC SCHOOLS - LIVE

OPEN PURCHASE ORDERS BY ACCOUNT

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DATE RANGE: 05/30/2024 TO 06/19/2024 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Item Description
DETAILS FOR ACCOUNT: 61.0866.52199.682.0900.0000.000.006. REFRESHMENTS/AWARDS/GIFTS							
24008972	001	014677	NOWICKI, DAVID	06/11/24	254.15	254.15	REIMBURSEMENT OF JUNE 4-5 EXPENSE
					254.15	254.15	
DETAILS FOR ACCOUNT: 61.0866.52410.652.0900.0000.000.160. AUDIOVISUAL							
24008930	001	500000	AMAZON.COM	06/03/24	500.00	500.00	6 WATER PROOF AND 20 WALKIE TALKI
					500.00	500.00	
DETAILS FOR ACCOUNT: 61.0953.52199.619.0900.0000.000.705. STUDENT SUPP-GEN OFFICE SUPPLI							
24008948	001	012200	JP MORGAN CHASE BANK NA	06/05/24	1,500.00	1,500.00	PCARD EMERGENCY FOR INCIDENTALS D
24008949	001	012200	JP MORGAN CHASE BANK NA	06/05/24	1,500.00	1,500.00	PCARD EMERGENCY FOR INCIDENTALS D
					3,000.00	3,000.00	
DETAILS FOR ACCOUNT: 61.0953.52199.682.0900.0000.000.705. REFRESHMENTS/AWARDS/GIFTS							
24008947	001	001232	SAM'S EAST INC	06/05/24	200.00	200.00	SNACKS FOR STUDENTS DURING NATION
					200.00	200.00	
DETAILS FOR ACCOUNT: 61.0957.52199.683.0900.0000.000.115. EXTRA CURRICULAR SUPPLIES							
24008924	001	014666	MECHANISM EXCHANGE & REPAIR I	06/03/24	550.00	550.00	JACKSON-LEADERSHIP-PORCH BOX
					550.00	550.00	
DETAILS FOR ACCOUNT: 61.0969.51000.425.0100.3000.000.710. INSTRUCT-LAUNDRY SERVICES							
24008906	001	000502	WALDEN CLEANERS & LAUNDRY INC	05/30/24	1,000.00	1,000.00	CHOIR UNIFORM ANNUAL CLEANING
					1,000.00	1,000.00	
DETAILS FOR ACCOUNT: 61.0974.53200.670.0900.0000.000.501. ENTERPRISE-MDSE-PURCH FOR RESA							
24008963	001	000285	JOSTENS INC	06/10/24	1,200.00	1,200.00	YEARBOOKS 2024
					1,200.00	1,200.00	
DETAILS FOR ACCOUNT: 61.1807.52199.810.0900.0000.000.504. DUES AND FEES							
24008942	001	001545	TECHNOLOGY STUDENT ASSOCIATIO	06/05/24	494.96	377.86	STUDENT REGISTRATION AND TEACHER
					494.96	377.86	
DETAILS FOR ACCOUNT: 61.1879.52720.513.0900.0000.000.501. STUD TRANSP BY OUTSIDE AGENCY							
24008943	001	012200	JP MORGAN CHASE BANK NA	06/05/24	2,000.00	1,638.87	LODGING FOR TSA NATIONAL CONFEREN
					2,000.00	1,638.87	
DETAILS FOR ACCOUNT: 61.1892.52410.651.0900.0000.000.112. APPLIANCES/FURN/FIXTURES							
24008912	001	000389	OFFICE DEPOT	05/30/24	200.00	200.00	CHAIR FOR FINANCIAL SCRETARY OFFI
					200.00	200.00	
TOTALS FOR FUND: 61 SCHOOL ACTIVITY FUND					42,846.12	42,367.89	

Grand Totals: 1,420,340.59 1,417,227.76

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

EXPENDITURE DIMENSIONS

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



**Norman Public Schools
Purchase Request**

Purchase Request 1

Meeting Date: June 24th, 2024

1. Item: Install Ethernet and Fiber Cabling

2. Location: Center for Arts and Learning

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

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

4. Purchase Fund: Bond

**5. Wade Electric
Norman, OK 73069
\$202,170.00**

6.

Item	Cost
MDF to IDF Fiber Connection	\$21,680.00
Creation of IDF Room	\$19,455.00
MDF Reorganization	\$16,855.00
CAT6 Wiring	\$79,340.00
Intercom Wiring	\$64,840.00
TOTAL	\$202,170.00

7. It is recommended that the district purchase Install Ethernet and Fiber Cabling for Center for Arts and Learning from Wade Electric in the amount of \$202,170.00



**Norman Public Schools
Purchase Request**

Purchase Request 2

Meeting Date: June 24th, 2024

- 1. Item: Security and Access Control System**
- 2. Location: Center for Arts and Learning**
- 3. Statewide Contract: SW1048D**
- 4. Purchase Fund: Bond**
- 5. Digi Security Systems LLC**
Tulsa, OK 74147
\$128,032.85
- 6. It is recommended that the district purchase security and access control system for the Center for Arts and Learning from Digi Security Systems LLC in the amount of \$128,032.85.**

ATTACHMENT A				
Norman Public Schools Norman, Oklahoma Certified Personnel Report 6/24/2024				
<u>RECOMMENDATIONS/ TEMPORARY EMPLOYMENT</u>				
<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
BROOKS, KATHERINE	REPLACEMENT	MATH TEACHER	NORMAN HIGH SCHOOL	8/8/2024
CASNER, CONNIE	REPLACEMENT	SPECIAL EDUCATION TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
COOK, CARL	REPLACEMENT	P.E. TEACHER	NORMAN HIGH SCHOOL	8/8/2024
FREEMAN, VIVIAN	REPLACEMENT	P.E. TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
FULLBRIGHT, LACY	REPLACEMENT	LANGUAGE ARTS TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
GILPIN, BRANDA	REPLACEMENT	SCIENCE TEACHER	IRVING MIDDLE SCHOOL	8/8/2024
GLOTTA, JACQUELINE	REPLACEMENT	SPECIAL EDUCATION TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
HAGER, ALAYNA	REPLACEMENT	SPEECH PATHOLOGIST	SPECIAL SERVICES	8/8/2024
HEATHCOAT, CONNOR	REPLACEMENT	SCIENCE TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
HENDRICKSON, EZRA	REPLACEMENT	SOCIAL STUDIES TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
JOHNS, LAURA	REPLACEMENT	SOCIAL STUDIES TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
JONES, MICHAEL	REPLACEMENT	MATH TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
MCAMIS, MOLLY	REPLACEMENT	ENGLISH TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
MAGAÑA, DAVID	REPLACEMENT	SCIENCE TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
MURPHREE, JAMES	REPLACEMENT	SOCIAL STUDIES TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
O'GRADY, SHANTEL	REPLACEMENT	REMEDIAL INTERVENTIONIST	IRVING MIDDLE SCHOOL	8/8/2024
PAULSON, DAVID	REPLACEMENT	HISTORY TEACHER	NORMAN HIGH SCHOOL	8/8/2024
ROBISON, RACHEL	REPLACEMENT	SPEECH PATHOLOGIST	SPECIAL SERVICES	8/8/2024
SHAW, MEGAN	REPLACEMENT	BLIND AND VISUALLY IMPAIRED TEACHER	SPECIAL SERVICES	8/8/2024
WADDLE, CHELSEA	REPLACEMENT	SCIENCE TEACHER	ALCOTT MIDDLE SCHOOL	8/8/2024
WEBB, MARY	REPLACEMENT	SOCIAL STUDIES TEACHER	WHITTIER MIDDLE SCHOOL	8/8/2024
WHITLEY, ABBEY	REPLACEMENT	ENGLISH TEACHER	NORMAN HIGH SCHOOL	8/8/2024
<u>CHANGE OF ASSIGNMENT</u>				
DANG, DIANE		SCIENCE TEACHER	NORMAN NORTH	8/8/2024
<u>RECOMMENDATIONS/ TEMPORARY EMPLOYMENT</u>				
<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
CARLILE, JORDAN	TEMP TO HIRE	FIFTH GRADE TEACHER	REAGAN ELEMENTARY	8/8/2024
FLENNIKEN, AUDREY	TEMP TO REHIRE	SOCIAL STUDIES TEACHER	NORMAN NORTH HIGH SCHOOL	8/8/2024
MEYER, CANDICE	TEMP TO REGULAR	COUNSELOR	ALCOTT MIDDLE SCHOOL	7/1/2024
MORGAN, LACY	TEMP TO REGULAR	FAMILY AND CONSUMER SCIENCES TEACHER	NORMAN HIGH SCHOOL	8/8/2024
WRIGHT, AMY	TEMP TO HIRE	RESOURCE TEACHER	ROOSEVELT ELEMENTARY	8/8/2024

<u>RESIGNATIONS:</u>				
<u>NAME</u>		<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
EDMONDSON, CASSIE		SPECIAL EDUCATION TEACHER	NORMAN HIGH SCHOOL	5/24/2024
FINGERHUT, HANNAH		MUSIC TEACHER	KENNEDY ELEMENTARY	5/24/2024
HOWERTON, KELLY		THIRD GRADE TEACHER	ROOSEVELT ELEMENTARY	5/24/2024
JOHNSON, ABIGAIL		THIRD GRADE TEACHER	MADISON ELEMENTARY	5/24/2024
JONES, ANDREA		FIRST GRADE TEACHER	ADAMES ELEMENTARY	5/24/2024
KRUEGER, DEANA		SPEECH PATHOLOGIST	SPECIAL SERVICES	5/24/2024
MATTOX, JESSICA		SCIENCE TEACHER	IRVING MIDDLE SCHOOL	5/24/2024
PITTS, BOBBYE		SCHOOL PSYCHOLOGIST	SPECIAL SERVICES	5/24/2024
SHEPHERD, HADLEY		ELEMENTARY PRINCIPAL	CLEVELAND ELEMENTARY	6/12/2024
SKOROPOWSKI, BRANDY		GATEWAY TEACHER	ALCOTT MIDDLE SCHOOL	5/24/2024
WOODRUFF, JORDAN		RESOURCE TEACHER	ROOSEVELT ELEMENTARY	5/24/2024
YOUNG, STEPHANIE		SPECIAL EDUCATION TEACHER	LONGFELLOW MIDDLE SCHOOL	5/24/2024
Respectfully Submitted,				
Superintendent				
*Worked Prior to Board Approval				

ATTACHMENT B				
Norman Public Schools Norman, Oklahoma Support Personnel Report 6/24/2024				
<u>RECOMMENDATIONS/ TEMPORARY EMPLOYMENT</u>	<u>NEW/REPLACEMENT</u>			
<u>NAME</u>		<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
BARTLEY, MICHELLE	REPLACEMENT	HIGHLY QUALIFIED TEACHER ASSISTANT	NORMAN NORTH HIGH SCHOOL	8/8/2024
BORUM, JEREMY	REPLACEMENT	HIGHLY QUALIFIED TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	8/8/2024
BREEDLOVE-DONLON, MCKENZIE	REPLACEMENT	FIRST GRADE TEACHER ASSISTANT	KENNEDY ELEMENTARY	8/8/2024
CHOI, KYUNGMIN	REPLACEMENT	AUTISM TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	8/8/2024
GILBERT, KIMRA	NEW	AUTISM TEACHER ASSISTANT	IRVING MIDDLE SCHOOL	8/8/2024
GREEN, YVONNE	REPLACEMENT	NORMAN NET ONLINE FACILITATOR	NORMAN HIGH SCHOOL	8/8/2024
KOLLER, REBEKAH	REPLACEMENT	ADMINISTRATIVE ASSISTANT TO THE CFO	ADMINISTRATIVE SERVICE CENTER	6/17/2024
PAIVA, AMANDA	REPLACEMENT	HEALTH ASSISTANT	LINCOLN ELEMENTARY	7/24/2024
STAFFORD, TARYN	REPLACEMENT	AUTISM TEACHER ASSISTANT	ROOSEVELT ELEMENTARY	8/8/2024
<u>RESIGNATIONS:</u>				
<u>NAME</u>		<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
BROWN, BRITTANY		SPECIAL EDUCATION TEACHER ASSISTANT	ADAMS ELEMENTARY	5/23/2024
CARBONE, SENONA		RESOURCE TEACHER ASSISTANT	REAGAN ELEMENTARY	5/23/2024
DE LOERA, ROXANA		RESOURCE TEACHER ASSISTANT	WILSON ELEMENTARY	5/23/2024
EDDINGS, TONI		RESOURCE TEACHER ASSISTANT	WHITTIER MIDDLE SCHOOL	5/23/2024
EMERSON, KARA		FIRST GRADE TEACHER ASSISTANT	ADAMS ELEMENTARY	5/23/2024
KELLEY, JESSICA		0.5 MEDIA TECHNICIAN	PROFESSIONAL DEVELOPMENT CENTER	6/28/2024
RHOTON, NATALIYA		AUTISM PARAPROFESSIONAL	TRUMAN ELEMENTARY	5/23/2024
<u>TERMINATION:</u>				
<u>NAME</u>		<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
FOLKS, LISA		SUPPORT PERSONNEL SPECIALIST	ADMINISTRATIVE SERVICE CENTER	6/21/2024
MADDUX, OSCAR		HVAC JOURNEYMAN	CENTRAL SERVICES CENTER	6/5/2024
Respectfully Submitted,				
Superintendent				
*Worked Prior to Board Approval				

Fulcrum Management Solutions Inc.

Contact: Khushnum Kapur
Phone: +1 7783193202
Email: khushnum.kapur@thoughtexchange.com

Service Order

Customer Information

Bill To: Norman Public Schools
Address: 131 S Flood Ave, Norman, Oklahoma 73069 United States
Postal/Zip Code: 73069

Billing Contact Name: Holly McKinney
Billing Contact Email: hollym@norman.k12.ok.us
Billing Contact Phone: (405) 366-5947

Ship To (if different than Bill To):

Address:
Postal/Zip Code:

Shipping Contact Name: Holly McKinney
Shipping Contact Email: hollym@norman.k12.ok.us
Shipping Contact Phone: (405) 366-5947

Order Details

Order total: \$24,720.00
Currency: USD
Billing Frequency: All Up-Front
Payment Terms: Net 30 days

Subscription Start Date: July 1, 2024
Subscription End Date: June 30, 2025
Number of Students: 15,447
Automatic Renewal: Yes
Annual Price Increase: 3.0%

This is not an invoice –do not remit payment until an invoice has been issued.

Product Details

Product Name	Features	Amount
Engagement+	<ul style="list-style-type: none"> • Exchanges (for up to 5 Leaders) • Surveys (for up to 5 Leaders) • Access to Customer Success • Access to Events and Resources • Administrative Controls • Analytics and Data Visualization • Contact Box • Customisable Branding • Domain Limiting • Enhanced Analytics: Compare Survey Questions • Exchange Data Download • Exchange Question Library • Integrations - Calendar and Participant Invitation • Machine Moderation • Multilingual Participation • Participation Groups • Product Support • Rooms • Survey Branching • Templates • Templated Surveys • Up to 50 survey questions per Engagement 	\$48,385.57
Annual Discount	Discount applicable for 2 subsequent renewal terms	-\$23,665.57

Services Description can be found at: <https://thoughtexchange.com/services-description/>

Purchase Order Information

Is a Purchase Order (PO) required? Yes ☐ No ☐
Is the licensee exempt from sales and use tax? Yes ☐ No ☐

Customer Purchasing Contact Email:

Any purchasing or vendor registration documents can be directed to accounts@thoughtexchange.com

Terms and Conditions

The services described in this order are governed by the Subscription Terms found at:
<https://thoughtexchange.com/subscription-terms>

Order Special Terms

Section 6.1 (Obligation to Indemnify) of the Subscription Terms is deleted in its entirety and replaced with the following:

Obligation to Indemnify. To the extent permitted by law, you and we each agree to defend, indemnify and hold the other harmless from and against any loss, damages, obligation, penalty, deficiency or liability (including, without limitation, reasonable attorneys' fees) imposed upon, incurred by or asserted against one of us that are finally determined to result from the other's infringement of a third party's intellectual property rights or material breach of confidentiality obligations under this Agreement, except to the extent such loss is caused by the acts or omissions of, or misrepresentations by, the non-breaching party, its employees or agents or third parties.

Acceptance

Please indicate your acceptance of this agreement (including the attachments) by signing below and returning this Service Order to us. By signing you represent that you are authorized to agree to this agreement on behalf of the undersigned organization.

Norman Public Schools

Fulcrum Management Solutions Inc.

By: _____ By: _____

Print Name Above

Print Name Above

Title

Title

Date

Date

Contract for Network Cabling Services

THIS AGREEMENT is made and entered into on the 7th, day of June, 2024, by and between Independent School District Number Twenty-Nine of Cleveland County Oklahoma ("NPS") and Wade Electric Company of Norman, Oklahoma ("Contractor"), with an effective date of July 1, 2024.

RECITALS:

1. NPS requires electrical services for miscellaneous network cabling services (the "Work") to be provided at all NPS sites.
2. On April 8, 2022, NPS issued Invitation to Bid #2022004 (the "Bid Invitation"), which set forth the proposed Scope of Work & Specifications, the Terms and Conditions and other requirements that must be met by interested bidders.
3. Based upon Contractor's bid (the "Bid"), Contractor was the lowest responsible bidder.
4. Contractor is capable and qualified to provide the Work for NPS set forth in the Bid Invitation.

NOW THEREFORE, in consideration of the covenants and agreements set forth in the Bid Invitation, the Bid and this Contract for Cabling Service (the "Contract"), the parties agree

1. Contractor shall provide the Work that may be required by NPS.
2. NPS shall from time to time during the term of this Contract, advise Contractor of NPS's need for Work.
3. Each cabling job comprising the Work shall be assessed individually and Contractor shall provide a written quote stating hourly rate (as shown in Item 19 of this document), number of man hours expected to complete the job, a description of the job, and material; and will obtain a purchase order prior to beginning each Work job on each project.
4. All jobs will be on an as needed basis and are contingent on the availability of funds.
5. All material costs shall be based on fair market value of the cost of those materials at the time of installation.

NPS is under no obligation to purchase items listed on the Contractor's written quote. NPS may, at any time deemed beneficial, choose to furnish materials in whole or in part and/or may purchase items to be used by Contractor on a project directly from a distributor. If NPS elects to use its own materials and/or purchase materials from a distributor, Contractor shall install such materials upon request by NPS

6. Contractor must maintain available staff including a licensed electrical contractor. Contractor shall be capable of and licensed for performing computer cabling and wiring.
7. Contractor shall maintain a staff adequate for the proper and complete installation and/or multiple installations as required by NPS.

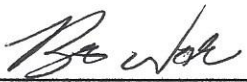
8. Contractor shall maintain sufficient staff in order for jobs to be completed safely and in a timely fashion. Failure to provide such service at any time may result in termination of this Contract.
9. For low voltage, Contractor must be or have available to them staff who is BICSI (Building Industry Consulting Service International) certified for RCDD (Registered Communications Distribution Designer).
10. Contractor shall offer a full, one (1) year guaranty on all workmanship upon completion of all Work.
11. Contractor shall use only quality materials and the most current technology.
12. Contractor shall provide to NPS valid certificates of insurance which shall remain in full force and effect during the term of this Contract.
13. Contractor shall provide on all services performed; placement schematics, test information, certification, labeling, and troubleshooting documents.
14. Contractor shall comply with all Federal, State, and Local building codes and laws, and show proof of permit where required. Contractor shall be responsible for securing proper permits.
15. Contractor's employees shall wear name tags and/or uniforms with names at all times while performing work on NPS property. At each site, during normal business hours, Contractor's employees and the employees of any vendor providing materials to Contractor shall sign in upon arriving and sign out upon leaving with the site principal's office.
16. Contractor shall provide comprehensive broad form liability insurance in at least the amount of \$1,000,000 combined bodily injury and property damage for any and all liability, loss, costs, damage, or expenses arising out of the terms and performance of this agreement caused by Contractor operations, its agents, or employees. Contractor shall have Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma.
17. Contractor shall provide a certificate or certificates of insurance showing that all required policies are in force and effect and naming NPS as an additional insured. Each certificate shall provide that the insurance company shall not change or cancel any insurance until NPS has been notified in writing at least thirty (30) days prior to the date of change or cancellation.
18. Contractor will hold NPS harmless, and will assume all responsibility for personal injury and property damage occurring in connection with the Contractor or any Sub-Contractors or vendors hired by the Contractor.
19. Contractor shall provide the Work for the sum of \$44.50 per hour for a Journeyman Electrician and \$44.50 per hour for an Electrician's Apprentice. Contractor shall execute and provide to NPS the affidavit on Page 4 of this document and made a part hereof which is a declaration by the Contractor regarding prohibition of sex offenders on School premises.

20. All terms, conditions and requirements of the Bid Invitation are incorporated herein by reference. In the event of a conflict between the Bid Invitation and the Bid, the provisions of the Bid Invitation shall control.
21. The initial term of this Contract will commence upon July 1, 2024 and will continue through June 30, 2025. NPS and Contractor may, by mutual consent and ratification, renew this Statement of Work annually upon the same terms and conditions, for four (4) additional one (1) year terms ("Renewal Terms").

INDEPENDENT SCHOOL DISTRICT NO. 29
OF CLEVELAND COUNTY, OKLAHOMA

BY: _____
President, Board of Education

WADE ELECTIC COMPANY

BY: 

Independent School District #29 of Cleveland County, Oklahoma d/b/a

Norman Public Schools

Declaration by Vendor Regarding Prohibition of Sex Offenders on School Premises

The undersigned, Brett Wade, represents that he/she is the owner or an officer of Wade Electric, who has the authority to make this declaration to the Independent School District #29 of Cleveland County, Oklahoma d/b/a Norman Public Schools, as required by Section 6-101.48 of title 70 of the Oklahoma Statutes. I declare that no employee working on school premises during normal working hours under the authority of the above named company or business has been convicted in this State, the United States or another state of any sex offense subject to the Sex Offenders Registration Act or is subject to another state's or the federal sex offender registration provisions.

I further understand that Title 57, O.S. Supp. 1999, Section 589 provides as follows, to-wit:

It is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00). In addition, the violator may be liable for civil damages.

I further declare that so long as the undersigned performs work or provides services to the Independent School District #29 of Cleveland County, Oklahoma d/b/a Norman Public Schools, that the undersigned will at all times comply with the statutory provisions described herein.

Dated this 5th day of June, 2024.

Vendor Name (type or print) Wade Electric

Authorized Representative (type or print) Brett Wade

Authorized Representative's Signature Brett Wade

Federal ID # or Social Security Number 73-1335462

Return Declaration to:
Independent School District #29 of
Cleveland County, Oklahoma
d/b/a Norman Public Schools
Purchasing Department
131 South Flood
Norman, OK 73069

Contract for Electrical Services

THIS AGREEMENT is made and entered into on the 13th, day of June 2024, by and between Independent School District Number Twenty-Nine of Cleveland County Oklahoma ("NPS") and Wade Electric Company of Norman, Oklahoma ("Contractor"), with an effective date of July 1, 2024.

RECITALS:

1. NPS requires electrical services for miscellaneous wiring services (the "Work") to be provided at all NPS sites.
2. On April 8, 2022, NPS issued Invitation to Bid #2022004 (the "Bid Invitation"), which set forth the proposed Scope of Work & Specifications, the Terms and Conditions and other requirements that must be met by interested bidders.
3. Based upon Contractor's bid (the "Bid"), Contractor was the lowest responsible bidder.
4. Contractor is capable and qualified to provide the Work for NPS set forth in the Bid Invitation.

NOW THEREFORE, in consideration of the covenants and agreements set forth in the Bid Invitation, the Bid and this Contract for Wiring Service (the "Contract"), the parties agree

1. Contractor shall provide the Work that may be required by NPS.
2. NPS shall from time to time during the term of this Contract, advise Contractor of NPS's need for Work.
3. Each electrical job comprising the Work shall be assessed individually and Contractor shall provide a written quote stating hourly rate (as shown in Item 18 of this document), number of man hours expected to complete the job, a description of the job, and material; and will obtain a purchase order prior to beginning each Work job on each project.
4. All jobs will be on an as needed basis and are contingent on the availability of funds.
5. All material costs shall be based on fair market value of the cost of those materials at the time of installation.

NPS is under no obligation to purchase items listed on the Contractor's written quote. NPS may, at any time deemed beneficial, choose to furnish materials in whole or in part and/or may purchase items to be used by Contractor on a project directly from a distributor. If NPS elects to use its own materials and/or purchase materials from a distributor, Contractor shall install such materials upon request by NPS

6. Contractor must maintain available staff including a licensed electrical contractor. Contractor shall be capable of and licensed for performing electrical cabling and wiring.
7. Contractor shall maintain a staff adequate for the proper and complete installation and/or multiple installations as required by NPS.

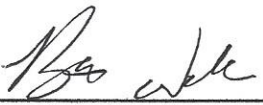
8. Contractor shall maintain sufficient staff in order for jobs to be completed safely and in a timely fashion. Failure to provide such service at any time may result in termination of this Contract.
9. Contractor shall offer a full, one (1) year guaranty on all workmanship upon completion of all Work.
10. Contractor shall use only quality materials and the most current technology.
11. Contractor shall provide to NPS valid certificates of insurance which shall remain in full force and effect during the term of this Contract.
12. Contractor shall provide on all services performed; placement schematics, test information, certification, labeling, and troubleshooting documents.
13. Contractor shall comply with all Federal, State, and Local building codes and laws, and show proof of permit where required. Contractor shall be responsible for securing proper permits.
14. Contractor's employees shall wear name tags and/or uniforms with names at all times while performing work on NPS property. At each site, during normal business hours, Contractor's employees and the employees of any vendor providing materials to Contractor shall sign in upon arriving and sign out upon leaving with the site principal's office.
15. Contractor shall provide comprehensive broad form liability insurance in at least the amount of \$1,000,000 combined bodily injury and property damage for any and all liability, loss, costs, damage, or expenses arising out of the terms and performance of this agreement caused by Contractor operations, its agents, or employees. Contractor shall have Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma.
16. Contractor shall provide a certificate or certificates of insurance showing that all required policies are in force and effect and naming NPS as an additional insured. Each certificate shall provide that the insurance company shall not change or cancel any insurance until NPS has been notified in writing at least thirty (30) days prior to the date of change or cancellation.
17. Contractor will hold NPS harmless, and will assume all responsibility for personal injury and property damage occurring in connection with the Contractor or any Sub-Contractors or vendors hired by the Contractor.
18. Contractor shall provide the Work for the sum of \$44.50 per hour for a Journeyman Electrician and \$44.50 per hour for an Electrician's Apprentice. Contractor shall execute and provide to NPS the affidavit on Page 4 of this document and made a part hereof which is a declaration by the Contractor regarding prohibition of sex offenders on School premises.
19. All terms, conditions and requirements of the Bid Invitation are incorporated herein by reference. In the event of a conflict between the Bid Invitation and the Bid, the provisions of the Bid Invitation shall control.

20. The initial term of this Contract will commence upon July 1, 2024 and will continue through June 30, 2025. NPS and Contractor may, by mutual consent and ratification, renew this Statement of Work annually upon the same terms and conditions, for four (4) additional one (1) year terms ("Renewal Terms").

INDEPENDENT SCHOOL DISTRICT NO. 29
OF CLEVELAND COUNTY, OKLAHOMA

BY: _____
President, Board of Education

WADE ELECTIC COMPANY

BY:  _____

Independent School District #29 of Cleveland County, Oklahoma d/b/a

Norman Public Schools

Declaration by Vendor Regarding Prohibition of Sex Offenders on School Premises

The undersigned, Brett Wade, represents that he/she is the owner or an officer of Wade Electric, who has the authority to make this declaration to the Independent School District #29 of Cleveland County, Oklahoma d/b/a Norman Public Schools, as required by Section 6-101.48 of title 70 of the Oklahoma Statutes. I declare that no employee working on school premises during normal working hours under the authority of the above named company or business has been convicted in this State, the United States or another state of any sex offense subject to the Sex Offenders Registration Act or is subject to another state's or the federal sex offender registration provisions.

I further understand that Title 57, O.S. Supp. 1999, Section 589 provides as follows, to-wit:

It is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00). In addition, the violator may be liable for civil damages.

I further declare that so long as the undersigned performs work or provides services to the Independent School District #29 of Cleveland County, Oklahoma d/b/a Norman Public Schools, that the undersigned will at all times comply with the statutory provisions described herein.

Dated this 5th day of June, 2024.

Vendor Name (type or print) Wade Electric

Authorized Representative (type or print) Brett Wade

Authorized Representative's Signature B Wade

Federal ID # or Social Security Number 73-1335462

Return Declaration to: Independent School District #29 of
Cleveland County, Oklahoma
d/b/a Norman Public Schools
Purchasing Department
131 South Flood
Norman, OK 73069

**STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
PROJECT SEARCH™ TRAINING, PLACEMENT, AND EMPLOYMENT**

This agreement, consisting of eighteen (18) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

**NORMAN PUBLIC SCHOOLS
131 SOUTH FLOOD
NORMAN, OK 73069-5463**

(the "Contractor"), and constitutes the entire contract between DRS and Contractor and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

WHEREAS, the Department of Rehabilitation Services desires to purchase employment training services which will result in integrated, competitive employment with supports for individuals with disabilities; and

WHEREAS, the Department of Rehabilitation Services desires to purchase job development and placement services for DRS clients and potentially-eligible students with documented disabilities who require some assistance in finding competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice; and

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act both provide for transition services for children with disabilities to facilitate the child's movement from school to post school activities including employment, 20 U.S.C. § 1401(34) and 29 U.S.C. § 721(a)(11)(D); and

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized by rules promulgated by the Oklahoma Commission for Rehabilitation Services at Subchapter 7 of Chapter 10 of Title 612 of the Oklahoma Administrative Code to implement transition services.

NOW THEREFORE, the parties agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2024, whichever is the latter, through June 30, 2025. The Contract may be renewed for two additional one-year periods upon written agreement of DRS and the Contractor.

II. Contract Services

A. Contractor's Obligations

This section describes the requirements for the services to be delivered by the Contractor, the amount that will be paid during the required service delivery, the outcomes that are expected to be achieved for the individuals receiving employment training services through Project SEARCH™, and the qualifications and performance expectations for contractors delivering services under the Contract. The Contractor shall fully inform the staff responsible for carrying out the duties set forth in this contract. This includes providing all necessary staff with a copy of this contract. Services such as these are made possible by the Workforce Innovation and Opportunity Act (WIOA) of 2014.

1. A "DRS client" is defined by DRS as an individual who:
 - has a documented disability as determined by DRS;
 - is enrolled in an educational program, such as homeschool, high school, or post-secondary education;
 - has applied for and been determined eligible by DRS; and
 - has an approved individualized plan for employment (IPE).
2. A "potentially-eligible student with a documented disability" is defined by DRS as an individual who:
 - is 14-21 years old; and
 - has an individualized education program (IEP); or
 - has a 504 Plan; or
 - has a documented disability, regardless of whether they have applied or have been determined eligible for the DRS; and
 - is enrolled in an educational program, such as homeschool, high school, or post-secondary education.

A student with a disability is an individual with a disability in a secondary, postsecondary, or other recognized education program who:

- is not younger than the earliest age for the provision of transition services under section 614(d)(1)(A)(i)(VIII) of the Individuals with Disabilities Act; and
- is not older than 21, unless the state law provides for a higher maximum age for receipt of services under the Individuals with Disabilities Education Act, and is not older than that maximum age; and

- is eligible for and receiving special education or related services under Part B of the Individuals with Disabilities Act; or
- is an individual with a disability for the purpose of section 504.

All individuals eligible to receive the contract services, hereinafter referred to as "PARTICIPANTS", shall be:

- DRS clients (17-24 years old) or potentially-eligible students with documented disabilities (17-21 years old) that are high school seniors, 13th-year students enrolled in an educational program (such as homeschool, high school, or post-secondary education), or 14th-year students attending a career and technology education center; and
- are referred by the DRS and authorized/approved in writing by the DRS counselor prior to the initiation of services.

1. Employment Training Services

The Contractor will provide at least one full-time dedicated program staff member (not to exceed 40 hours per week) for the first 5 program interns and additional staff as outlined below to adequately support the interns at the Project SEARCH™ program host business training site or in the community each school day.

- Programs with 1-5 interns require one full-time work skills trainer;
- Programs with 6-10 interns require one full-time and one part-time work skills trainers.
- Programs with 11-15 interns require one full-time and two part-time work skills trainers.

The role of the work skills trainer cannot be fulfilled by the program instructor on a regular/continual basis. The program instructor can fill in when someone is absent or if a PARTICIPANT has high support needs, but the program still requires hiring of the appropriate number of work skills trainers.

If the second or third work skills trainer is considered part-time (less than 40 hours per week), they must be onsite while interns are onsite and in their rotations. An example of this could be where interns begin rotations at 9:00 AM, and the part-time work skills trainer arrives at that time. If interns complete rotations at 2:00 PM, the part-time work skills trainer(s) could also be finished at 2:00 PM. DRS and the Contractor may negotiate coverage for part-time work skills trainer(s) in the event there are 6-10 or 11-15 interns.

The program staff shall complete all of the host business requirements prior to beginning their first day of work at the host business. This may include at a minimum a background check, drug screening, and immunizations. The program staff shall report for duty no later than the first day of school in which interns begin participation and must stay through the last day of school. The daily work schedule of each work skills trainer must allow time for communication with the instructor at the beginning and/or end of the work day. Upon completion of these staff team meetings, the instructor will provide to the Statewide Project SEARCH™ Coordinator a monthly summary of the agenda items discussed, challenges, needs, and plans of action. This may be a

simple e-mail or an attachment to an e-mail. Program staff will take direction from the onsite instructor and work collaboratively with the DRS counselor and host business liaison. The site instructor may assist the work skills trainers in supporting interns on their rotations. However, work skills trainer responsibilities will not be an ongoing daily job duty of the instructor. Replacement work skills trainers and instructors must complete the same requirements prior to serving at the host business. The Contractor must plan ahead and identify their replacement staff. Should one or more work skills trainers be absent for a period of time (51% of the day), the Contractor will ensure replacement staff are available at the host business site or with the interns in the community to fulfill the work skills trainer duties. If, at any time, the number of work skills training staff will be dropping below what is required as outlined above, it is the responsibility of the Contractor to take the following actions:

- notify host business liaison of personnel changes and ensure they meet the qualifications of the host business;
- immediately notify the DRS counselor and DRS transition coordinator;
- ensure a backup work skills trainer is provided;
- if the instructor must serve in the work skills trainer position, ensure a backup instructor is provided;
- modify billing amounts if the required numbers of staff are not onsite to implement the program, as specified; This should be indicated on each intern's monthly time sheet.

The main roles of the work skills trainers are:

- to learn the rotation tasks and complete a detailed, written task analysis.
- to assist PARTICIPANTS with identifying a vocational goal by reviewing the career interest inventories completed in class.
- to assist PARTICIPANTS with choosing appropriate internship rotations to meet their interests and abilities.
- to assist PARTICIPANTS in learning job tasks, gaining work adjustment skills, and stabilizing during each internship rotation.
- to ensure the PARTICIPANTS are assets to their departments and not burdens to the host business staff.
- to provide support to the department supervisors in identifying additional job tasks in that rotation.
- to complete weekly progress evaluations to determine level of progress and independence of the interns.
- to maintain daily communication with the instructor on progress, independence, challenges, concerns of department supervisors, etc.
- to meet regularly with the instructor and other work skills trainer(s) as a team to resolve issues, plan activities, and jointly plan for job development.
- to participate in the regular intern progress meetings, and facilitate the job development portion of these meetings.
- to provide weekly to the DRS counselor(s) a copy of each PARTICIPANT'S job development form.
- , with the leadership of the instructor, assist PARTICIPANTS in making a realistic job choice.
- , with the leadership of the instructor, assist PARTICIPANTS in getting a job matching that choice.
- , with the leadership of the instructor, assist PARTICIPANTS in learning to use public transportation options available.

- , with the leadership of the instructor, collaborate with partners (especially DRS counselors) and outside resources to identify the possible need for any long-term support needed to retain employment. and
- , with the leadership of the instructor, help those PARTICIPANTS eligible for and requiring community integrated employment (CIE) support to complete the application.

As PARTICIPANTS become independent in their rotations, the work skills trainers will fade away. However, work skills trainers may be pulled back to devote more time to that student when challenges arise or new tasks are required.

2. Employment Training Service Descriptions

Onsite Training and Instruction: Assessment, Instruction, Stabilization, and Job Development and Placement

Outcome: Throughout the three rotations at Host Business Training Site, a determination of the individual's informed job choice has been made, and the specific supports the individual will need to perform the chosen job successfully have been identified.

Service Description: Regular assessments will be conducted along with the onsite instructor and the DRS counselor, using the individual's interests to identify appropriate vocational areas.

Instruction will include the program staff completing job/task analyses, developing notebooks of specific jobs, and teaching the student interns how to accurately fulfill job duties, general work habits, and use of transportation. Such activities fall within the five core pre-employment transition services described in WIOA:

- job exploration counseling;
- work-based learning experiences;
- counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
- workplace readiness, including social and independent living skills; and
- self-advocacy, including peer mentoring.

Stabilization includes the program staff fading away as the PARTICIPANTS learn the job tasks and can implement them independently. As new tasks arise or challenges occur, the work skills trainer(s) will provide more one-on-one assistance and instruction and will work with the Project SEARCH™ site instructor and DRS counselor to help make accommodations for success.

Job placement will include job development specific to the chosen career goal and a job analysis of the job site for needed accommodations. This may occur onsite with the host business training site or in the community if jobs are not available at the host business. The Contractor will work with the DRS counselor to identify possible job sites and will share with the DRS counselor information about the job, such as the job title, employer, start date, work hours, hourly wages, and acceptance of the job by the individual prior to the start date. Job development includes appropriate job matching, initial contact and consultation with the employer, and identification and negotiation of necessary job accommodations with the employer. The program staff will work closely with the DRS counselor when making employer

contacts. Before an individual accepts a position of employment, written notification of approval must be submitted by the DRS counselor. It is the responsibility of the work skills trainer/instructor team to ensure that communication takes place and approval is obtained.

Payment shall be made when the required services have been performed and the Contractor has submitted to the appropriate DRS counselor a monthly attendance/time sheet and comprehensive task design weekly evaluation.

3. Performance Responsibilities

- orient PARTICIPANT to host business site;
- communicate with individuals at the host business site and in the community;
- work with the DRS counselor(s) and instructor to choose appropriate and individualized instructional strategies;
- train skill acquisition on all job tasks;
- collect skill acquisition and production data;
- communicate and problem-solve with the PARTICIPANT;
- work with the DRS counselor(s) and instructor to make data-based and observational decisions on changes in instructional strategies, needed for compensatory strategies, behavior management programs, modifications and/or assistive devices;
- participate in team staffing on their PARTICIPANTS;
- perform such other duties as may be assigned;
- adhere to the roles and responsibilities outlined in the National Project SEARCH™ toolkit.

a. Rate

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor the amount of \$750.00 per month for full day (at least 6 hours per day) training periods per PARTICIPANT. In extenuating circumstances, if at any time, the work skills trainer is not present for the full 6 hours a day, the Contractor must adjust its billing for that month and justify why a replacement coach was not provided. The Contractor will be reimbursed at the full amount for PARTICIPANTS who participate in trainings for at least 60% of school days in each month. A school day is defined as a day in which school is in session and students are expected to be in attendance. Snow days do not count as school days. Anything less than 60% must be prorated accordingly. If an individual does not participate in training during any given month, payment will not be made for that month. The Contractor will utilize the attendance/time sheet provided by the DRS (or may develop one that better suits the needs of the program).

A PARTICIPANT is considered in attendance for the day if the PARTICIPANT is present at least 50% of the time that day that they are designated to be in Project SEARCH™. For example, since students are to be present at least 6 hours each day, if a PARTICIPANT is present in the program for at least 3 hours of the program that day, they are considered in attendance. If they are present less than that amount of time due to illness or other reason, they are considered not in attendance.

There are no “free/excused” absences that may still be billed for by the Contractor. Daily PARTICIPANT attendance must be counted.

For all school months containing less than 10 school days, the DRS will reimburse to the Contractor on a prorated daily rate of \$37.50 per PARTICIPANT.

For example, if a PARTICIPANT was present 7 out of the 7 school days for the month of December (100% of the days in a short month) and was in the program daily for at least 3 hours (which is half of the expected time and signifies they were in attendance), the Contractor would bill the DRS at a daily rate of \$37.50 for each day (i.e., \$262.50, which is \$37.50 times 7 school days). If they were only in attendance 3 of the 7 school days, the prorated daily amount to bill to DRS would be \$112.50, which is 3 times \$37.50.

This daily rate is to account for the months in which a school incurs a long holiday or significant break of any kind in which the PARTICIPANTS would not be attending school the typical number of days in a month (i.e., an average of 20 school days), and to account for schools that go year-round.

Payment shall be made upon submission of properly completed and approved monthly attendance/time sheet, the most recent PARTICIPANT task design weekly evaluation, with a cover sheet and when applicable, end-of-rotation progress reports, documenting services. All attendance/time sheets must be submitted to the DRS counselor by the 15th of the following month for timely payment to the Contractor for PARTICIPANTS in Project SEARCH™. It is the responsibility of the Contractor to complete the billing sheets and ensure accuracy of the time stated, including prorating or using daily rates when appropriate. The DRS counselor and/or technician will review, verify, and approve the billing sheets upon receipt.

Once an intern leaves the program and a termination date is confirmed (due to obtaining a job, being dismissed from the program, or choosing to leave the program), services through Project SEARCH™ end, billing ends, and additional resources are sought for that individual or additional DRS services as identified by the instructor, work skills trainer(s), and DRS counselor.

b. Referral

The Contractor shall provide employment training to the DRS-referred PARTICIPANTS specified in section II.A.

c. Staff Qualifications

The Contractor shall maintain high expectations and standards for potential program staff. Program staff should be knowledgeable about working with individuals with disabilities to train for and obtain employment. The Contractor shall include the Project SEARCH™ statewide coordinator on all interview committees for hiring program staff and potential replacements. The Contractor also agrees that program staff hired for the Project SEARCH™ program will complete the work skills trainer/employment consultant training provided by the National Center for Disability Education and Training (NCDET) at the University of Oklahoma (OU), through a contract with DRS at no cost to the Contractor. The minimum salary (plus fringe benefits) paid to a program staff person providing services under this contract for Project SEARCH™ shall be \$20,000 for 10 months, or adjusted accordingly for 9 months, or a minimum of \$12.50 per hour, regardless of whether the work skills trainer is a 9, 10, or 12 month employee. The hourly rate shall not drop below \$12.50 per hour. Fringe benefits shall be in addition to the salary of \$20,000. The Contractor must

designate each program staff person as devoting full job duties to Project SEARCH™ during the school day and provide to the DRS transition coordinator evidence of the salary of each program staff person working under this contract at the start of the contract year. This could include a copy of the signed employee contract documenting their agreed upon salary or other document that verifies salary meets minimum contract requirements.

Each program staff person providing services under this contract must be “certified” by completing the DRS work skills trainer/employment consultant training course and passing the examination administered by the University of Oklahoma within three months of initiation of provision of services to DRS customers. If a staff person new to Project SEARCH™ has previously completed the DRS work skills trainer/employment consultant training, additional training will not be necessary. This applies to the individual who will be providing direct services onsite—not to the provider agency as a whole. Documentation of such completed training must be submitted to the Project SEARCH statewide coordinator.

The Contractor is required to send designated staff to meetings, trainings, and other events as are required of other contractors holding supported employment contracts with DRS. These are coordinated through the Employment Support Services (ESS) Unit at DRS. This includes project directors’ meetings, content specific trainings, conference calls, and other forms of information dissemination and training.

d. Progress Assessment and Reporting

The Contractor shall have established procedures for evaluating the individual's progress toward independent competitive employment in the community and employment skills and must report results periodically in accordance with the DRS requirements. Evaluation of progress of individuals will be required monthly and at the conclusion of each rotation. The progress reports must be submitted to the DRS counselor. Documentation of such transition services or pre-employment transition services provided and completed by PARTICIPANTS shall be documented on the progress report form or other documents developed by the Contractor or required by DRS.

The Contractor shall maintain all appropriate training standards and provide monthly attendance records as well as end-of-rotation progress reports for each authorized individual. These reports will be processed through the assigned DRS counselor. Final reporting and recommendation regarding independent competitive employment abilities or obstacles will be completed by the Contractor on each individual at the conclusion of the Project SEARCH™ program. This final report shall include each PARTICIPANT'S plans for future employment. Instructor and work skills trainer(s) must provide to the DRS counselor and identified community rehabilitation provider (CRP) at the completion of the program the quarterly employment progress meeting form, follow-along tool, and job development activity log.

The Contractor must comply with minimum contract standards to retain a DRS contract. The DRS staff will conduct ongoing evaluations to ensure compliance with the DRS guidelines.

4. Job Development and Placement Services

Outcome: The individual is working successfully in independent competitive employment in the community which matches his or her vocational goal. An individual may not become an employee of the contracting agency under this contract, unless approved on an individual basis as an exception. Job Development and Placement is achieved when the individual has completed the 5th day of work at the same job and the Contractor has provided support on that job for those 5 days.

Service Description: Job Development and Placement services will include job development specific to the chosen career goal, and a job analysis if needed for accommodations. In addition to supporting the intern for the first 5 days, the Contractor must assist the intern in preparing for and obtaining that job (e.g., interview, completing application, revising resume, selecting interview clothing). The Contractor will notify the DRS counselor and DRS transition coordinator of the job title, employer, start date, work hours, and hourly wages of the job. The termination/re-placement report will be completed in the event the individual loses the job and is placed in a new job. The Job Development and Placement service phase shall only be paid to the Contractor on receipt of clear evidence the Contractor was actively involved with the individual in job development.

Required Documentation:

Pre-placement report form (submitted to the DRS counselor **before** the first day of work)

Forms/documents submitted to the DRS counselor **after** the first 5-days of work:

- Job Development and Placement service phase achievement form (invoice/cover sheet);
- Job Development and Placement form;
- Job Development and Placement job analysis form;
- Job Development and Placement job accommodations form, if applicable; and
- termination/re-placement report, if needed.

Successful Employment

Outcome: The individual has been successfully employed in a permanent job that meets the DRS criteria for successful case closure with a minimum of 90 days job retention.

Service Description: The Contractor has provided work adjustment counseling, a minimum of two times during the first month of employment, and monthly thereafter until case closure, to ensure the individual's satisfaction and job retention. The termination/re-placement report will be completed to reflect any change of employment.

Required Documentation:

- Successful Employment service phase achievement form (invoice/cover sheet);
- work verification/employer evaluation form signed by employer;
- Successful Employment service phase report;

- Successful Employment job accommodations form with implementation results, if applicable;
- record of hours worked (copy of the PARTICIPANT'S pay stub or wage and earning statement);
- employee satisfaction survey; and
- termination/re-placement report, if needed.

5. Job Development and Placement and Successful Employment Service Rates

Each Job Development and Placement service phase and each Successful Employment service phase shall be authorized/approved by the DRS counselor prior to the initiation of services and shall be paid only once per case. Payment of a Job Development and Placement service phase or Successful Employment service phase shall constitute payment in full for all services delivered during that phase of the program, with the exception of mileage reimbursement, if appropriate.

A maximum of \$2502.50 will be paid per individual in the following increments:

Job Development and Placement Service Phase \$852.50*

* Job Development and Placement is not merely securing a position—it also includes support on the job for the first 5 days of employment, regardless of whether the position is at the host business or in the community. Completion of the Job Development and Placement service phase is achieved when the individual has completed the 5th day of work at the same job and the Contractor has provided support on that job for those 5 days. The completed Job Development and Placement service phase is authorized/approved and paid to the Contractor who provided the full (5) days of job support.

Successful Employment Service Phase \$1650.00

Average Cost Per Closure

The Contractor maintains an average cost per closure of \$2502.50. The average cost per closure will be determined by totaling all Job Development and Placement service phase and Successful Employment service phase payments and dividing by the number of closures.

B. DRS's Obligations

1. In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor at the rates set forth in section II.A.
2. All contract services for a PARTICIPANT shall be authorized/approved in writing by the DRS counselor prior to the initiation of services. Written authorizations for PARTICIPANTS that are DRS clients shall be in the form of an "Authorization for Purchase" that the DRS counselor provides to the Contractor. Written approvals for PARTICIPANTS that are potentially-eligible students with documented disabilities shall be in the form of a written/emailed approval that the DRS counselor provides to the Contractor.
3. The DRS shall conduct ongoing evaluation of the Contractor's program. This may or may not include an onsite visit.

4. The DRS shall provide technical assistance to the Contractor.
5. The DRS counselors shall ensure that the Contractor is submitting accurate monthly time sheets and progress reports, including documentation of transition services or pre-employment transition services (as completed).
6. The DRS shall process payment in a timely manner.
7. The DRS counselors shall attend and actively participate in regular employment progress meetings.
8. The DRS counselors shall attend and actively participate in regular partners' meetings.
9. The DRS counselors shall ensure that all required documents and/or authorizations are completed in advance for any additional support services that shall be provided upon completion of the program and outside of this contract.

III. Compensation

A. Contract Amount

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor at the rates set forth in section II.A.

Payment shall be made upon receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of travel expenses pursuant to the contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

B. Payment

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. **Invoices/claims, progress reports, and monthly time sheets for PARTICIPANTS that are DRS clients** shall be sent to the DRS counselor who authorized services for each DRS client. The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. **Invoices/claims, progress reports, and monthly time sheets for PARTICIPANTS that are potentially-eligible students with documented disabilities** shall be sent to the following address:

Oklahoma Department of Rehabilitation Services
Renee Sansom Briscoe
Transition Coordinator
3535 NW 58th St, Suite 500
Oklahoma City, OK 73112-4824

If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest. Pursuant to 2 C.F.R. § 200.407(n), 2 C.F.R. § 200.441, the DRS shall not use federal funds or non-federal funds used for vocational rehabilitation (VR) match to pay interest assessed for late payments to the Contractor.

C. Lapse of Invoices/Claims

Proper invoices documenting the provision of services and/or proper claims for reimbursement of travel expenses, progress reports, and monthly time sheets pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services, unless specified otherwise in the contract.

IV. Standard Terms

A. Equal Opportunity/Non-Discrimination

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil Rights Act of 1964, 42 U.S.C. §2000 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination in Employment Act, 42 U.S.C. §6101 et seq. and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

B. Lobbying Activities

The Contractor certifies the following:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL,

"Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Debarment And Suspension

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs. Such certification is a material representation of fact upon which reliance is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for the Contractor's default. Additionally, the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

D. Drug-Free Workplace

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

E. Modification

The Contract may only be modified by mutual consent of the parties in writing.

F. Cancellation

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. Without Cause: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

G. Access To And Retention Of Records

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts and/or transcripts.

The Contractor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract,

unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

H. Subcontracting

The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DRS. The terms of the Contract, and such additional terms as the DRS may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract.

I. Compliance With State And Federal Laws

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

J. Travel

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

K. PARTICIPANT Confidentiality

The Contractor assures compliance with DRS requirements pertaining to the protection, use, and release of personal information. The Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, records of evaluation, and all other records of the PARTICIPANT. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

L. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

M. Audit

1. Federal Funds

Organizations that expend \$750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. State Funds

Corporations both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

3. Auditor Approval and Audit Distribution

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report, management letter (if applicable), corrective action plan to all audit findings, and the auditor's latest external quality control review report to the DRS Contracts Unit at 3535 N.W. 58th Street, Suite 300, Oklahoma City, OK 73112 or Contracts@okdrs.gov within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request for an extension to the physical address or email address listed above, citing the reason for delay. The DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if the DRS has not received the prior year audit.

N. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

O. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers' compensation insurance.

P. Insurance

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must

provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

Q. Punitive Actions

The Contractor understands that payment for services to PARTICIPANTS pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to PARTICIPANTS based on nonpayment by the DRS. No actions shall be taken against the PARTICIPANT, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any PARTICIPANT for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

R. Prior DRS/State Employment

The Contractor hereby certifies that at the start of the contract period neither he/she nor, if applicable, any member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract. This term shall not apply when the Contractor is a State of Oklahoma governmental entity.

S. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007 (25 O.S. §§ 1312 and 1313) and all applicable federal immigration laws and are registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, and includes but is not limited to the free Employment Verification Program (E-Verify). through the Department of Homeland Security and is available at www.dhs.gov/E-Verify.

T. Contract Jurisdiction

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

U. Severability

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.

V. TikTok Ban

Pursuant to State of Oklahoma Governor's Executive Order 2022-33, no person or entity who contracts with the State of Oklahoma, including but not limited to any State agency, board, commission, or authority and agents thereof, shall download or use the TikTok application or visit the TikTok website on government networks or other State-owned or State-leased equipment.

W. Certification For Non-Boycott Of Israel Goods Or Services

Pursuant to 74 O.S. § 582, in contracts of more than \$100,000, the Contractor certifies that it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State of Oklahoma, and that it will not boycott Israel during the term of the Contract.

X. Certification For Non-Boycott Of Fossil Fuel Energy Companies

In contracts of \$100,000 or more and where the Contractor has 10 or more employees, the Contractor certifies that it does not currently boycott energy companies in violation of the Energy Discrimination Elimination Act of 2022 (74 O.S. § 12001 et seq.). The Contractor further certifies that it will not boycott energy companies in violation of the Act during the term of the Contract.

Y. Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), strikes or labor disputes, embargoes, government orders, epidemics, pandemics or other similar events beyond the reasonable control of the party. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this clause.

If an event of Force Majeure occurs, the party injured by the other's inability to perform may elect one of the following remedies:

- to terminate the Contract in whole or in part; or
- to suspend the Contract, in whole or part, for the duration of the Force Majeure circumstances.

The party experiencing the Force Majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of Force Majeure on the injured party.

Z. Termination For Funding Insufficiency

Notwithstanding anything to the contrary in any Contract document, the DRS may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, the Contractor shall be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the DRS of insufficient funding shall be accepted by and shall be final and binding on the Contractor.

AA. Prohibition On Certain Telecommunications And Video Surveillance

The Contractor shall not obligate or expend funds received as payment under this contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by one of the prohibited companies as provided for at 2 C.F.R. § 200.216.

V. Signatures

For the faithful performance of the terms of the Contract, the parties hereto, in their official capacities stated, affix their signatures.

Oklahoma Department of
Rehabilitation Services

Contractor

Signature Date

Kathy Lowry, CPO

Print Name

Manager/Compliance Officer

Title

Signature Date

Print Name

Title

Gayle News 405-366-5841

Contact Person Telephone

amcars@normanps.org

Contractor's Email Address

**Agreement for Educational Services
Between
Norman Public Schools
and
J.D. McCarty Center**

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 the **Cerebral Palsy Commission (J.D. McCarty Center of Cleveland County, Oklahoma)** (referred to here as **Center**) for educational services at the Center.

WITNESSETH:

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

WHEREAS Center 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 J. D. McCarty Center are authorized to enter into agreements for the provision of these services.

NOW THEREFORE, District and Center 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 their guardian, 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 three (3) certified teacher and one (1) teachers' assistant 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 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 and Teacher Assistant Evaluation.** Each teacher and teaching assistant will be evaluated by a District administrator. The Center director will provide the District administrator with documented information regarding each teacher's and teaching assistant's compliance with

Center regulations as well as the District employee's conduct and behavior during the period assigned to the Center.

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 all outside-of-classroom behavior management.
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. Valid obligations to provide or pay for services, such as Medicaid or other services, 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 regarding juveniles as are required of Center 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 provisions and requirements of 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 (DISTRICT)**

Board of Education President

**CEREBRAL PALSY COMMISSION
(CENTER)**



Chairman

ATTEST:



Board of Education Clerk

**J.D. McCARTY CENTER FOR CHILDREN
WITH DEVELOPMENTAL DISABILITIES**



Director

**Agreement for Educational Services
Between
Norman Public Schools
and
Central Oklahoma Youth Services Company, LLC**

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 **Central Oklahoma Youth Services Company, LLC (COYSCO)** for educational services at the **Cornerstone Adolescent Group Home, Lighthouse Adolescent Group Home, and Lighthouse S.O. (collectively, Center).**

WITNESSETH:

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

WHEREAS COYSCO 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 COYSCO are authorized to enter into agreements for the provision of these services.

NOW THEREFORE, District and COYSCO 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 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 for Educational Services.** Teacher salaries, unemployment insurance, workers compensation, sick leave, holidays, insurance, retirement, substitutes, and all other teacher benefits as provided to 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 observations concerning teacher conduct

and behavior during the period assigned to the Center.

5. **Materials.** The District will provide current textbooks and teacher's guides. The Center will supply non-instructional materials, including pencils, crasers, 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.** Center will ensure Center staff will actively redirect students and apply consequences consistent with appropriate classroom behavior. District agrees if its employees have concerns with staff consequences, they will address these issues with the facility's Director. Center will ensure appropriate Center staff member(s) are present in the classroom at all times to assist with the safety of the educational staff and students. Center will provide management for outside of classroom suspension, time out and detention.
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. Valid obligations to provide or pay for services, such as Medicaid or other services, 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 regarding juveniles as are required of Center 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, Center agrees to furnish the District a certificate of public liability insurance naming the District as co-insured in the minimum amounts of \$25,000.00 to any claimant for any number of claims for damages or destruction of property, including consequential damages arising out of a single accident or occurrence; \$300,000.00 to any claimant for all other claims arising out of a single occurrence. This certificate shall require at least ten (10) days' notice to District before cancellation of the coverage for any reason. Center agrees to maintain the liability coverage in force 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 Center have executed this agreement on the day and year written above.

**INDEPENDENT SCHOOL DISTRICT
NO. 29 OF CLEVELAND COUNTY,
OKLAHOMA (DISTRICT)**

**CENTRAL OKLAHOMA YOUTH
SERVICES COMPANY, LLC
(CENTER)**

Board of Education President



Member

ATTEST:

Board of Education Clerk

**Agreement for Speech Language Services
Between
Norman Public Schools
and
Amy Woodruff**

This Agreement for Speech Language Services (Agreement) dated as of the 1st day of July, 2024, is between **Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools (NPS)** and **Amy Woodruff(Woodruff)**.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, NPS and Woodruff agree as follows:

- 1. Speech/Language Pathology Services.** Woodruff agrees to provide licensed speech/language pathology services (Services) to the designated students of NPS as requested during the term of this Agreement.
- 2. Certification and Licensure.** Woodruff represents and warrants that she is a certified speech/language pathologist licensed by the State of Oklahoma and that she has been awarded a Certificate of Clinical Competence in Speech-Language Pathology by the American Speech-Language Hearing Association. Woodruff shall notify NPS immediately if, for any reason, her Oklahoma license is suspended or if her certification is not renewed upon expiration.
- 3. Confidentiality.** Woodruff 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. Woodruff specifically agrees to comply with the provisions of the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA), as well as all applicable laws and regulations related to privacy and security. Woodruff acknowledges that she may have or obtain access to confidential “education records”, as defined by FERPA, and agrees that she will not disclose any such education records except to perform her duties under this Agreement or as required by law.
- 4. Insurance.** Woodruff agrees that prior to entering into this Agreement, Woodruff has obtained a Commercial General Liability (CGL) insurance policy, Professional Liability insurance policy (PL) and General and Professional Liability insurance policy, each insuring Woodruff in an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. Woodruff must add NPS as an additional insured party on each policy for purposes of Woodruff’s performance of this Agreement and maintain the required insurance policies at all times while this Agreement is in effect. Woodruff agrees that Woodruff will furnish NPS with certification of the insurance policies required by this Agreement. If any of the required insurance policies is canceled during this school year, Woodruff must immediately notify NPS.
- 5. Indemnification.** In addition to the requirement of paragraph 4 and not in lieu thereof, Woodruff agrees to indemnify and hold NPS and its agents, employees and officers harmless (including defense costs) against any claim, demand or action against NPS arising from Services provided by Woodruff.

6. **Prior Criminal Convictions.** Woodruff hereby certifies that Woodruff is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippey Violent Offender Registration Act and has not been convicted in this state, the United States, or another state of any felony offense.
7. **Compensation.** NPS agrees to pay Woodruff at the rate of \$62.00 per hour for the Services provided by Woodruff, to be paid on a monthly basis. Woodruff agrees and acknowledges that all invoices and applicable required documentation and time logs shall be submitted to NPS no later than the 10th day of the month following the month in which the Services were provided and that NPS has no obligation to forward payment to Woodruff until NPS has been provided with a timely invoice. Invoices shall include, at a minimum, the date of services, identification of the individual to whom services were provided, and a brief description of services as well as the time applicable to each service listing. NPS shall have no obligation to Woodruff as an employer for withholding and remitting taxes, insurance, FICA, etc. Woodruff, and not NPS, shall be responsible for the payment of any business expenses, such as transportation costs incurred by Woodruff in the provision of Services hereunder. This Agreement does not apply to extended year services provided to NPS by Woodruff. Such extended year services shall be set forth in a separate agreement between the parties, if applicable.
8. **Term and Termination.** This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon thirty (30) days' written notice with or without cause. The specific starting date for the delivery of Services will be mutually determined by Woodruff and NPS.
9. **Independent Contractor Status.** Woodruff is acting as an independent contractor and Woodruff shall not be deemed to be an employee of NPS. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Woodruff shall not have the authority to bind, commit or incur any liability on behalf of NPS or to otherwise act in any way as an agent or representative of NPS. In no event will Woodruff be entitled to employee benefits or workers compensation coverage from NPS. Further, Woodruff affirms she is covered by Workers' Compensation Insurance and shall in no event be entitled to any such coverage from NPS.
10. **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.
11. **Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of

which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service. Notices shall be delivered as follows:

To NPS:

Norman Public Schools
Dr. Nick Migliorino, Superintendent
131 South Flood Avenue
Norman, Oklahoma 73069

To Amy Woodruff:

Amy Woodruff

Address Line 1

Address Line 2

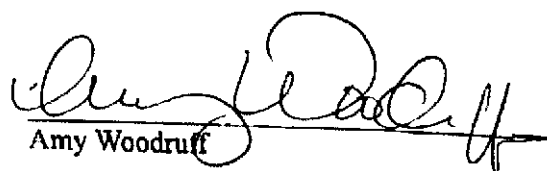
Valley
2300 Valley Hollow
Norman, OK 73071

12. **Miscellaneous.** This agreement embodies the entire agreement and understanding between NPS and Woodruff relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

**INDEPENDENT SCHOOL DISTRICT
NO. 29 OF CLEVELAND COUNTY,
OKLAHOMA**

**AMY WOODRUFF, SPEECH LANGUAGE
PATHOLOGIST**

Board of Education President


Amy Woodruff

ATTEST:

Board of Education Clerk

**Agreement for Speech Language Services
Between
Norman Public Schools
and
Meredith Westmoreland**

This Agreement for Speech Language Services (Agreement) dated as of the 1st day of July, 2024, is between Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools (NPS) and Meredith Westmoreland (Westmoreland).

In consideration of the mutual terms, covenants and conditions specified in this Agreement, NPS and Westmoreland agree as follows:

1. **Speech/Language Pathology Services.** Westmoreland agrees to provide licensed speech/language pathology services (Services) to the designated students of NPS as requested during the term of this Agreement.
2. **Certification and Licensure.** Westmoreland represents and warrants that she is a certified speech/language pathologist licensed by the State of Oklahoma and that she has been awarded a Certificate of Clinical Competence in Speech-Language Pathology by the American Speech-Language Hearing Association. Westmoreland shall notify NPS immediately if, for any reason, her Oklahoma license is suspended or if her certification is not renewed upon expiration.
3. **Confidentiality.** Westmoreland 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. Westmoreland specifically agrees to comply with the provisions of the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA), as well as all applicable laws and regulations related to privacy and security. Westmoreland acknowledges that she may have or obtain access to confidential "education records", as defined by FERPA, and agrees that she will not disclose any such education records except to perform her duties under this Agreement or as required by law.
4. **Insurance.** Westmoreland agrees that prior to entering into this Agreement, Westmoreland has obtained a Commercial General Liability (CGL) insurance policy, Professional Liability insurance policy (PL) and Legal Liability insurance policy (LL), each insuring Westmoreland in an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. Westmoreland must add NPS as an additional insured party on each policy for purposes of Westmoreland's performance of this Agreement and maintain the required insurance policies at all times while this Agreement is in effect. Westmoreland agrees that Westmoreland will furnish NPS with certification of the insurance policies required by this Agreement. If any of the required insurance policies is canceled during this school year, Westmoreland must immediately notify NPS.
5. **Indemnification.** In addition to the requirement of paragraph 4 and not in lieu thereof, Westmoreland agrees to indemnify and hold NPS and its agents, employees and officers harmless (including defense costs) against any claim, demand or action against NPS arising from Services provided by Westmoreland.

6. **Prior Criminal Convictions.** Westmoreland hereby certifies that Westmoreland is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippey Violent Offender Registration Act and has not been convicted in this state, the United States, or another state of any felony offense.
7. **Compensation.** NPS agrees to pay Westmoreland at the rate of \$62.00 per hour for the Services provided by Westmoreland, to be paid on a monthly basis. Westmoreland agrees and acknowledges that all invoices and applicable required documentation and time logs shall be submitted to NPS no later than the 10th day of the month following the month in which the Services were provided and that NPS has no obligation to forward payment to Westmoreland until NPS has been provided with a timely invoice. Invoices shall include, at a minimum, the date of services, identification of the individual to whom services were provided, and a brief description of services as well as the time applicable to each service listing. NPS shall have no obligation to Westmoreland as an employer for withholding and remitting taxes, insurance, FICA, etc. Westmoreland, and not NPS, shall be responsible for the payment of any business expenses, such as transportation costs incurred by Westmoreland in the provision of Services hereunder. This Agreement does not apply to extended year services provided to NPS by Westmoreland. Such extended year services shall be set forth in a separate agreement between the parties, if applicable.
8. **Term and Termination.** This Agreement is effective as of July 1, 2024 and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon thirty (30) days' written notice with or without cause. The specific starting date for the delivery of Services will be mutually determined by Westmoreland and NPS.
9. **Independent Contractor Status.** Westmoreland is acting as an independent contractor and Westmoreland shall not be deemed to be an employee of NPS. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Westmoreland shall not have the authority to bind, commit or incur any liability on behalf of NPS or to otherwise act in any way as an agent or representative of NPS. In no event will Westmoreland be entitled to employee benefits or workers compensation coverage from NPS. Further, Westmoreland affirms she is covered by Workers' Compensation Insurance and shall in no event be entitled to any such coverage from NPS.
10. **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.
11. **Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of

which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service. Notices shall be delivered as follows:

To NPS:

Norman Public Schools
Dr. Nick Migliorino, Superintendent
131 South Flood Avenue
Norman, Oklahoma 73069

To Meredith Westmoreland:

Meredith Westmoreland
428 Summit Way
Norman, Oklahoma 73071

12. Miscellaneous. This agreement embodies the entire agreement and understanding between NPS and Westmoreland relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

**INDEPENDENT SCHOOL DISTRICT
NO. 29 OF CLEVELAND COUNTY,
OKLAHOMA**

**MEREDITH WESTMORELAND, SPEECH
LANGUAGE PATHOLOGIST**

Board of Education President

Meredith Westmoreland MS, CCC-SLP

Meredith Westmoreland

ATTEST:

Board of Education Clerk



CUSTOMER AGREEMENT

This Customer Agreement ("Agreement") is made by and between **LANGO DEAF/HoH SERVICES**, ("LANGO" or "AGENCY"), whose address is 249 W Thornhill Drive, Fort Worth, Texas 76115, and _____ ("CUSTOMER"), whose address is _____, each hereinafter referred to individually or collectively as "Party" and "Parties," respectively.

WHEREAS, CUSTOMER requests LANGO to provide the language interpreting services for it; and

WHEREAS, CUSTOMER and LANGO desire to enter into an agreement which will define respective rights and duties as to all services to be performed; and

WHEREAS, LANGO affirms that the CUSTOMER understands all of the provisions contained in this Agreement, and in the case that the CUSTOMER requires clarification as to one or more of the provisions contained herein, CUSTOMER has requested clarification or otherwise sought legal guidance.

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

1. TERM OF AGREEMENT

This Agreement shall remain in full force and effect for the year in which the Agreement is initiated or until such time as either party shall exercise their right to terminate this Agreement as set out in Section 18.

2. INTENT, PERFORMANCE DUTIES, AND EXPECTATIONS

LANGO will provide sign language interpreters which hold a current and valid certification by either Registry of Interpreters for the Deaf (RID), Texas Board for Evaluation of Interpreters (BEI), Quality Assurance Screening Test (QAST), or possess another valid national or state certification or assessment conferred upon the completion of a written and performance evaluation as determined acceptable by LANGO.

CUSTOMER understands and agrees LANGO is to provide interpretation services according to the following requirements and guidelines:

- a. LANGO will provide interpretation services for such assignments requested by CUSTOMER

- b. LANGO will be punctual for all onsite or virtual assignments accepted.
- c. LANGO provides services designed to remove communication barriers for both parties involved. These services are also provided for individuals, businesses and organizations covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services necessary to ensure effective communication with deaf, hard of hearing or deaf-blind persons.
- d. LANGO agrees to provide communication services upon request to CUSTOMER and CUSTOMER agrees to the following conditions, rates and services listed below. The following conditions, rates, and services apply to communication services provided by LANGO on an as-needed basis.
- e. LANGO shall personally perform the entire assignment and may subcontract all or part thereof to another individual or company.
- f. In performing any services on behalf of CUSTOMER, LANGO shall dress professionally and follow the code of dress appropriate for the assignment and/or location.
- g. LANGO is prohibited from transporting Deaf consumers.
- h. LANGO shall advise CUSTOMER if the language service provider/interpreter is not present for any assignment ten minutes before the scheduled start time. LANGO understands that payment will reflect the actual start and end time of the assignment.
- i. LANGO is required to enter the start and end time of the appointment within 24 hours of completing the assignment.
- j. LANGO understands that LANGO may not attend any interpretation appointments on behalf of CUSTOMER without authorization from CUSTOMER, and that LANGO will not be eligible for payment for any services rendered without proper authorization.
- k. CUSTOMER agrees to contact LANGO by email if there are any errors or discrepancies, including but not limited to either undercharge or overcharge. CUSTOMER understands and agrees that if CUSTOMER does not alert LANGO of payment errors or discrepancies within this period, CUSTOMER will receive the correction in the next billing period after the error is brought to LANGO'S attention.
- l. LANGO understands that any assignment may be cancelled or modified with little or no notice. LANGO agrees to check scheduling portal, text, and/or email daily and will promptly advise CUSTOMER if alerts are not being received or not functioning properly.
- m. LANGO agrees to check the scheduling portal daily before departing to perform any assignment to confirm that the assignment is still in LANGO'S schedule.
- n. LANGO agrees to not hold CUSTOMER responsible if an assignment is cancelled via email or portal, and LANGO has not verified all assignments are still scheduled.
- o. CUSTOMER agrees to ensure all requests in the portal are complete and active and will not hold LANGO responsible for omitted or outdated information to be provided by CUSTOMER.
- p. LANGO agrees and understands LANGO will be paid according to the rates and terms agreed upon between the LANGO and the CUSTOMER.
- q. CUSTOMER agrees to pay LANGO according to the rates and terms agreed upon between CUSTOMER and LANGO as set out in Exhibit A-1.

3. PAYMENT AND TERMS

Payment

CUSTOMER shall pay LANGO the rates negotiated as set out in Exhibit A-1. Payment will be made by ACH bank draft or credit card. Checks are not accepted. Credit card payments will incur a 4% Surcharge added to the total invoice amount.

4. TEAM INTERPETING

LANGO recommends having a team for interpreting appointments which may be complex in nature or have a duration greater than 1.5 hours. Team interpreting is the utilization of two or more interpreters who support each other to meet the needs in a particular communication situation depending on several factors:

- Length and/or complexity of the appointment.
- Unique needs of the persons being served.
- Physical and emotional dynamics of the setting.
- Avoidance of repetitive stress injuries for interpreters.

The decision to use a team rather than an individual interpreter will be made in collaboration between LANGO and CUSTOMER.

5. CERTIFIED DEAF INTERPRETER (CDI)

An hearing interpreter may sometimes team with an deaf interpreter, called a Certified Deaf Interpreter (CDI), who can provide an additional level of language access when interpreting complex situations. The decision to utilize a CDI on appointments will depend on several factors and may be requested by CUSTOMER on behalf of the Deaf Consumer. For assignments in which a CDI had not been requested but LANGO feels one is needed, LANGO will contact CUSTOMER to request one. The determination to send a CDI will then be discussed. The determination to send a CDI will be based upon the decision of CUSTOMER, LANGO, and the availability of a CDI.

6. BILLING

LANGO shall bill CUSTOMER and receive all payments due for services on the 1st and 16th of each month. All invoices are Net 30. Services provided between the 1st and 15th of each month will be invoiced on the 16th and is to be paid within 30 days. Services provided between the 16th and the last day of the month will be invoiced on the 1st of the subsequent month to be paid within 30 days.

7. TRADE SECRET, CONFIDENTIAL INFORMATION AND LANGO'S PROPERTY

LANGO agrees, from time to time and at LANGO'S sole discretion, to provide CUSTOMER access to certain Confidential Information, including but not limited to the information described in this Agreement. CUSTOMER acknowledges that but for CUSTOMER entering into this Agreement, CUSTOMER'S access to Confidential Information would be denied, and LANGO would not be engaged for providing the services of CUSTOMER.

Definitions

“Confidential Information” means any and all material, processes, information, data, financial models, and communications that relate to LANGO and its Business or the business of its past, current, or prospective clients, including without limitation information relating to (i) the marketing and financial activities of LANGO, (ii) the Products or Services of LANGO, (iii) the costs, sources of supply, financial performance, and strategic plans of LANGO, (iv) the identity and special needs of the clients of LANGO, (v) the people and organizations with whom LANGO has business relationships and those relationships, (vi) comparable information that LANGO has received belonging to others or that was received by LANGO with any understanding that it would not be disclosed including all information provided by clients and potential clients of LANGO and all non- public personal information, and (vii) trade secrets of LANGO and LANGO’S past, current, or prospective clients. Confidential Information shall not include: (i) information that has entered the public domain, other than as a result of the a breach of any obligations of confidentiality; (ii) information received from a third party who is under no obligation of confidentiality with respect to such information; or (iii) information that Interpreter is ordered to disclose by a court of competent jurisdiction or a state or federal regulatory authority pursuant to applicable law; provided that prior to such ordered disclosure Interpreter will consult with LANGO so that LANGO may seek an appropriate protective order.

“Business” means providing any type of translation, interpretation or language-based service to any client or potential client of LANGO, and the marketing, advertising or soliciting of such services to potential clients of LANGO.

“Products or Services” means all products and services provided, planned, researched, developed, tested, manufactured, sold, licensed, leased, or otherwise distributed or put into use by LANGO or any of its subsidiaries during the time period CUSTOMER has engaged LANGO.

“Consumer” means the deaf-HOH person(s) for whom interpreting services will be provided. This person is the “consumer” of the client/customer.

Confidentiality Acknowledgements

CUSTOMER acknowledges and agrees that (i) this engagement with LANGO affords CUSTOMER access to Confidential Information regarding LANGO and its Business; (ii) the dissemination or use of Confidential Information in any manner inconsistent with protecting and furthering LANGO, its Business, and its prospects would cause LANGO great loss and irreparable harm; and (iii) one of the duties of Interpreter under this engagement is to prevent the dissemination or use of Confidential Information in any manner inconsistent with protecting and furthering LANGO, its Business, and its prospects.

Confidentiality Covenants

CUSTOMER stipulates and agrees that all Confidential Information:

Shall not be copied, used, distributed, disclosed, disseminated, or communicated in any way or form by CUSTOMER, whether or not for CUSTOMER'S own benefit, to anyone other than LANGO or authorized representatives of LANGO, or for such other purpose which LANGO may authorize in writing. If CUSTOMER is authorized by LANGO to disclose certain Confidential Information, before CUSTOMER discloses copies, uses, distributes, or disseminates any Confidential Information under any of these circumstances, CUSTOMER shall have the disclose execute a nondisclosure agreement approved by LANGO;

Shall not be used by CUSTOMER for any purposes other than in furtherance of the business interests of LANGO, without the express prior written permission of LANGO; and

Shall be held by CUSTOMER in a fiduciary capacity, and in the strictest confidence, and shall be treated by Interpreter with a high degree of care to avoid disclosure to any third party. Interpreter shall be liable for the disclosure of Confidential Information in breach of this Agreement. The burden shall be upon Interpreter to show that such care was used.

8. TERM OF AGREEMENT

This Agreement becomes effective upon signing by both parties. All of the provisions of this agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

9. TERMINATION

- a. This Agreement is binding until the end of the calendar year at which time rates and terms will be readdressed for the next calendar year.
- b. Either party may terminate this Agreement by written notice (email) to the other of intent to terminate without cause.

10. NON-WAIVER

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

11. NO AUTHORITY TO BIND LANGO

CUSTOMER has no authority to enter into contract or agreements on behalf of LANGO. This Agreement does not create a partnership between the parties.

12. HOW NOTICES SHALL BE GIVEN

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or certified mail, return receipt requested, or by email. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

13. ENTIRE AGREEMENT

This agreement and any exhibits or attachments hereto constitute the entire agreement between contracting parties concerning the subject matter hereof. It supersedes all agreements, discussions, representations, warranties, and covenants. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forward in this agreement. By signing this contract, both parties acknowledge that they have read this contract, understood its terms, have had an opportunity to have legal counsel review this agreement, and have voluntarily accepted its provisions. If any provision of this agreement, or portion thereof, is held to be invalid or unenforceable, the remainder of the agreement shall nevertheless remain in full force.

14. AMENDMENTS

This Agreement may be supplemented, amended or revised only in writing by agreement of the parties.

15. SIGNATURE

CUSTOMER Designee signs his/her name to this Agreement acknowledging that CUSTOMER has read this agreement in its entirety, including all the exhibits, and that CUSTOMER agrees to all the terms and conditions stated herein.

Client Signature

Client Printed Name

Blake Hull

Lango Rep. Signature

Blake Hull

Lango Rep. Name Printed

Date

6/10/2024

EXHIBIT A-1

Customer Charge Rates and Terms

ONSITE INTERPRETATION

Service Line	Rate per Hour or Minute	Minimum Appointment Time	Travel Time (hours)	After Hours Rate per hour	Emergency/Urgent Request Rate per Hour (request < 24 hrs)	Holiday Rate per hour
<i>On site/ Scheduled VRI ASL Interpreting</i>	<i>\$79 per hour</i>	<i>1 hour</i>	<i>Contingent upon location</i>	<i>\$118</i>	<i>\$126</i>	<i>\$166</i>
<i>On site Spoken Spanish Language</i>	<i>\$73 per hour</i>	<i>1 hour</i>	<i>Contingent upon location</i>	<i>\$109</i>	<i>\$109</i>	<i>\$138</i>
<i>On site All Other Spoken Languages</i>	<i>\$79 per hour</i>	<i>1 hour</i>	<i>Contingent upon location</i>	<i>\$118</i>	<i>\$118</i>	<i>\$158</i>

ON DEMAND VIDEO REMOTE INTERPRETATION (VRI)

Service Line	Rate per Hour or Minute	Minimum Appointment Time	Travel Time (hours)	After Hours Rate per hour	Emergency/Urgent Request Rate per Hour (request < 24 hrs)	Holiday Rate per hour
<i>American Sign Language (ASL)</i>	<i>\$2.15 per minute</i>	<i>No Min,</i>	<i>No Travel</i>	<i>2.93 per min.</i>	<i>\$2.93 Per Min No minimum (On-Demand)</i>	<i>\$2.93 Per Min No Minimum (On-Demand)</i>
<i>Spanish Spoken Language</i>	<i>\$1.79 per minute</i>	<i>No Minimum</i>	<i>No Travel</i>	<i>\$1.99 per minute</i>	<i>\$1.99 per minute</i>	<i>\$1.99 per minute</i>
<i>All Other Spoken Languages</i>	<i>\$1.98 per minute</i>	<i>No Minimum</i>	<i>No Travel</i>	<i>\$2.05 per minute</i>	<i>\$2.05 per minute</i>	<i>\$2.15 per minute</i>

24/7 OVER THE PHONE ON DEMAND INTERPRETATION (OPI)

Service Line	Rate per Hour or Minute	Minimum Appointment Time	Travel Time (hours)	After Hours Rate per hour	Emergency/Urgent Request Rate per Hour (request < 24 hrs)	Holiday Rate per hour
<i>OPI Spanish Spoken Language</i>	<i>\$1.72 per minute</i>	<i>No Minimum</i>	<i>No Travel</i>	<i>Not Applicable</i>	<i>Not Applicable</i>	<i>Not Applicable</i>
<i>OPI Other Spoken Languages</i>	<i>\$1.98 per minute</i>	<i>No Minimum</i>	<i>No Travel</i>	<i>Not Applicable</i>	<i>Not Applicable</i>	<i>Not Applicable</i>
<i>Document Translation</i>	<i>.17 per word</i>	<i>No Minimum</i>	<i>Not Applicable</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>

Additional information below

ADDITIONAL SERVICE LINES

Service Line	Rate per Hour or Minute	Minimum Appointment Time	Travel Time (hours)	After Hours Rate per hour	Emergency/Urgent Request Rate per Hour (request < 24 hrs)	Holiday Rate per hour
<i>Remote Communication Access Realtime Translation (CART)</i>	<i>\$169 per hour</i>	<i>1 hour</i>	<i>No Travel</i>	<i>\$194</i>	<i>\$194</i>	<i>\$203</i>
<i>English to Spanish</i>	<i>\$0.17/Word</i>	<i>No Minimum</i>	<i>Not Applicable</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>
<i>Spanish to English</i>	<i>\$0.19/Word</i>	<i>No Minimum</i>	<i>Not Applicable</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>
<i>All Other (Except Very Rare Rate)</i>	<i>From \$0.24 to \$0.28 per word</i>	<i>No Minimum</i>	<i>Not Applicable</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>
<i>Very Rare Languages (i.e., Tribal Languages)</i>	<i>\$0.28 per word and up</i>	<i>No Minimum</i>	<i>Not Applicable</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>

- All Translation pricing can vary depending on the volume (Word count) of projects.
- Discounted rate for large projects.

- a. Travel is added as indicated below dependent upon the customer's on-site location.
 - i. Travel Time: 1.5 hours
- b. Holiday Rates are to be paid according to the rate set forth in your contract. Recognized holidays are.
 1. New Years Day
 2. Martin Luther King Day
 3. Easter
 4. Independence Day (4th of July)
 5. Memorial Day
 6. Juneteenth
 7. Labor Day
 8. Thanksgiving
 9. Christmas

DEAF CONSUMER NO SHOW POLICY

The language service provider/Interpreter shall remain on site for 15 minutes for a 1-hour appointment, 20 minutes for a 1.5 hour appointment, and 30 minutes for any appointment greater than 2 hours. Unless requested by CUSTOMER'S point of contact to remain until released.

CANCELLATION POLICY

When CUSTOMER cancels an appointment greater than twenty-four (24) hours in advance of the appointment start time, CUSTOMER will not pay LANGO.

When CUSTOMER cancels an appointment in less than twenty-four (24) hours in advance of the appointment start time, CUSTOMER will pay LANGO the requested scheduled and booked time for full duration plus travel when travel is applicable.

AMENDMENT TO AGREEMENT

This amendment ("Amendment") is made the 22 day of May, 2019 between Tyler Technologies, Inc. ("Tyler") and the Norman Public Schools, Oklahoma ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 16, 2016 ("Agreement"); and

WHEREAS, the Term of the Agreement expires June 30, 2019 ("Expiration Date");

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of June 30, 2019:
 - a. Contract Management
 - b. Applicant Tracking
 - c. Timekeeper Interface
 - d. GASB 34 Report Writer

As of such date, Client's license for the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.

2. SaaS Term. The term of the Agreement is hereby renewed for three (3) years with year 1 fees indicated on the attached Sales Quotation and commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement may be renewed for additional one (1) year terms upon mutual agreement of the parties and at our then-current SaaS Fees. Client may indicate its agreement to a renewal term by paying the applicable renewal invoice issued by Tyler. We will provide you notice of any increase in SaaS Fees no less than sixty (60) days prior to the commencement of the renewal term.
3. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, for year one are invoiced annually in advance, beginning on the commencement date of the Renewal Term. Years 2 & 3 will increase three percent (3%) per year, over the prior year. Subsequent annual SaaS Fees are invoiced annually in advance, beginning on the anniversary of the initial invoice date.
4. Concurrent Users. The SaaS fees are based on concurrent users indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler

By: 

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: 5/22/19

Client

By: 

Name: Linda Sexton

Title: Board President

Date: 5/22/19



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-469064a	06/01/2024	2 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: NORMAN PUBLIC SCHOOLS, OK
ATTN: BRENDA BURKETT
131 SOUTH FLOOD AVENUE
NORMAN, OK 73069-6976

Ship To: NORMAN PUBLIC SCHOOLS
TRANSPORTATION DEPT.
425 12TH AVE NE
NORMAN, OK 73071

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
6353	206881		USO	NET30	07/01/2024
Date	Description	Units	Rate	Extended Price	

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

	Subtotal	178,883.11
70	Credit Memo	-3,407.31
	Invoice Total	175,475.58

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-469064a	06/01/2024	1 of 2

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425 12TH AVE NE
NORMAN, OK 73071

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
6353	206881		USO	NET30	07/01/2024

Date	Description	Units	Rate	Extended Price
	APPLICATION SERVICES - CAPITAL ASSETS Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	5,410.70	5,410.70
	APPLICATION SERVICES - INVENTORY Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	4,959.62	4,959.62
	APPLICATION SERVICES - PURCHASING Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	5,410.70	5,410.70
	APPLICATION SERVICES - REQUISITIONS Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	4,509.67	4,509.67
	APPLICATION SERVICES - CASH MANAGEMENT Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	4,508.53	4,508.53
	APPLICATION SERVICES - HUMAN RESOURCES & TALENT MANAGEMENT Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	9,017.07	9,017.07
	APPLICATION SERVICES - PAYROLL WIESS Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	20,514.52	20,514.52
	APPLICATION SERVICES -ACCOUNTS RECEIVABLE Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	4,959.62	4,959.62
	APPLICATION SERVICES - GENERAL BILLING Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	2,254.28	2,254.28
	APPLICATION SERVICES - ePROCUREMENT Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	4,508.53	4,508.53
	APPLICATION SERVICES - MUNIS OFFICE Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	3,832.49	3,832.49
	APPLICATION SERVICES - ROLE TAILORED DASHBOARD Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	3,832.49	3,832.49
	APPLICATIONS SERVICES - TYLER CONTENT MANAGER AUTO INDEXING AND REDACTION Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	2,254.28	2,254.28
	APPLICATION SERVICES - TYLER CONTENT MANAGER SE Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	9,017.07	9,017.07
	APPLICATIONS SERVICES - TYLER CONTENT MANAGER SELFSERVICE LICENSE Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	2,255.41	2,255.41
	APPLICATION SERVICES - TYLER REPORTING SERVICES Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	6,560.56	6,560.56
	APPLICATION SERVICES -ACCTG/GL/BUDGET/AP Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	23,558.46	23,558.46
	APPLICATIONS SERVICES - TYLER FORMS PROCESSING Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	4,680.11	4,680.11
	CONCURRENTUSERSSub r i n Maintenance: Start 01/Jul/2024, End: 30/Jun/2025	1	56,839.60	56,839.60

Resolution of Norman Public Schools to Join Oklahoma Schools Insurance Group

Whereas, Oklahoma Schools Insurance Group (“OSIG”) is an Oklahoma interlocal formed in accordance with Oklahoma law to enable Oklahoma School Districts to cooperate with each other to procure insurance services, benefits and insure against losses and possible liabilities in the most cost effective manner; and

Whereas, Norman Public Schools is an Oklahoma public school district (“the District”); and

Whereas, OSIG has provided to the District a Plan Document which includes a quotation for certain insurance coverages for the 2024-2025 plan year; and

Whereas, the quotation is acceptable to the District;

Now, therefore be it resolved, that the District hereby joins OSIG as a Member;

Be it further resolved, that so long as the District remains as a Member, the District shall comply with OSIG’s bylaws, the Plan Document and OSIG claim reporting procedures; and

Be it further resolved, that by the adoption and signing of this resolution, Norman Public Schools understands and agrees that school district members are responsible for their own loss experience and will not be singly responsible for other members’ losses.

Date: _____

Norman Public Schools By:

Attest:

President, Board of Education

Clerk, Board of Education



Oklahoma Office of the Attorney General

Opioid Abatement Board
313 N. E. 21st Street
Oklahoma City, OK 73105

Notice of Grant Award

Recipient Information

Subdivision Name and Address

Norman Public Schools
131 S. Flood
Norman, OK 73069

Subdivision Type

School District

Primary Contact

Nick Migliorino
Superintendent
nickm@normanps.org
405-3641339

Secondary Contact

Kitrena Hime
khime@normanps.org
405-573-3511

Awarding Agency Contact

E. Jill Nichols
Opioid Abatement and Grants Coordinator
Office of the Attorney General
jill.nichols@oag.ok.gov
(405) 522-3314

Award Information for Grantee

Grant Award Number

OAB-24-059

Statutory Authority

Political Subdivisions Opioid Abatement Grant Act, 74 O.S. §§ 30.3-30.8

Award Action Type

New

Date Approved and Awarded by Opioid Abatement Board

06/04/2024

Summary of Award – Financial Information

Total Amount of Funds Awarded \$150,000.00

Total Funds Leveraged

Budget Period Start Date	07/01/2024	Budget Period End Date	06/30/2026
Project Period Start Date	07/01/2024	Project Period End Date	06/30/2026

Award Acceptance Terms and Conditions

By signing and accepting this Notice of Award, Grantee agrees to comply with the requirements listed below:

- Grantees shall not supplant existing funds or otherwise fund programs or services which are an existing governmental service requirement.
- Grantees shall partner with ODMHSAS contracted, ODMHSAS certified entities, or similar accrediting body in good standing for the delivery of approved behavioral health services.
- Personnel costs, time and effort as approved in the budget may only be used on approved opioid abatement activities.
- Grantees requesting use of funds for the purchase of naloxone medication should first contact the State Department of Health and the State Department of Mental Health and Substance Abuse Services to request if any no-cost supplies are available for their project before utilizing grant funds.
- Organizations providing services under this agreement must support the use of evidence-informed substance use prevention, treatment, and recovery services. This includes, but is not limited to, the use of medications for the treatment of opioid use disorder and the administration of naloxone for emergency treatment of opioid involved toxicity. (for example, sober living organizations partnered with political subdivision(s) on the grant must not exclude residents prescribed medication for substance use disorder.)
- Grantees should implement approved evidence-based programs and practices with fidelity as designed/tested by the developer. Grantees should not modify or adapt program/practice unless approved by the program developer.
- Grantees implementing approved communications campaigns or education/awareness events are advised to utilize positive messaging, healthy behaviors, skills, and actions while avoiding fear arousal, exaggerated norms, or information-only tactics. Messages should be research-informed and sourced from credible organizations such as those included in the [Healthy Minds guidance document](#).
- Mileage awards shall be based on the IRS standard mileage rates approved for 2024.
- Grant term shall not exceed two years. Funds not expended by the term end date as defined in Grant Award Agreement shall be returned to the State.

Signature of Authorized Representative

73

Date



FY 2024 OPIOID ABATEMENT GRANT AWARD AGREEMENT

This agreement including any incorporated documents and appendices ("Agreement"), is made between the State of Oklahoma, by and through the Office of Attorney General ("OAG") and the Oklahoma Opioid Abatement Board (collectively the "State" or "OAB"), and the Norman Public Schools ("Recipient"). The State agrees to provide a grant of funds (the "Grant") to Recipient for the purpose of promoting and protecting the health of Oklahomans through abating the effects of the Opioid Epidemic in a comprehensive manner in accordance with the terms and conditions provided in this contract and pursuant to the provisions of the Political Subdivisions Opioid Abatement Grants Act ("Act"). Recipient agrees to carry out the opioid abatement project or projects (the "Project(s)") approved by the State on June 4, 2024, in good faith and to abide by all terms and conditions of this Agreement.

1. AMOUNT AND PURPOSE OF FUNDS

The State is providing \$150,000.00 to Recipient in the form of the Grant for its use to fund the Project(s) to abate the effects of the Opioid Epidemic within the political subdivision.

2. AVAILABILITY AND USE OF FUNDS

- a. Funds are distributed to Recipient, who shall be responsible for the payment of all expenses incurred by Recipient and any subcontractor/partner in performing under this Agreement. Funding is made to available to Recipient only as authorized by the Act and the terms of this Agreement. Unless otherwise provided in this Agreement, funds shall not be expended for expenses incurred prior to, or after, the term of this Agreement. Recipient shall only use funds awarded for Project approved purposes, which are those specified in the Recipient's application for Grant funds (the "Application"). The Application is fully incorporated into this Agreement. Additionally, in consideration of the Grant and prior to any award of funds, Recipient shall execute a release of legal claims in the form as that in Appendix "A" to this Agreement. Further, funds shall not be utilized or expended by Recipient until Recipient has memorialized and adopted the utilization or expenditure in a resolution or its equivalent government action. Recipient shall maintain Grant funds in a segregated account and shall not commingle the funds with any other of Recipient's funds.

- b. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant.
- c. Recipient must have and maintain institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project(s). By signing this Grant contract, Recipient affirms that it is capable to plan, manage, and complete the Project(s).
- d. Funds made available through the Oklahoma Opioid Abatement Revolving Fund shall be used to supplement, and not supplant, other federal, state, and local funds. The supplement, not supplant, requirement ensures that Grant funds are expended to benefit the intended population defined in the Application, rather than being used to cover expenses that the Recipient would have paid out of other funds if Grant funds were not available.
- e. Recipient must not use staff, equipment, or other goods or services paid for with Grant funds for any work or activities not described in the Application without prior written approval from the State.
- f. Unless otherwise specified in the Application, Recipient is not required to provide matching funds.

3. TERM OF AGREEMENT

- a. This Agreement is effective upon the date last signed by the parties (the “Effective Date”) and shall automatically expire June 30, 2026, unless mutually extended and ratified by the Parties in writing (the “Term”). Prior to expiration of the Term, the Parties may ratify the Agreement for a period not to exceed one year.
- b. If the funds are not fully spent by the expiration or earlier termination of this Agreement, Recipient shall return all unencumbered funds to State, unless the State, in writing, grants an extension.

4. PERIOD OF PERFORMANCE

Recipients may only charge to the award allowable costs incurred during the period of performance, which is defined to commence on the Effective Date and conclude at 12:00 a.m. on June 30, 2026, or the date listed on the Notice of Award. Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

5. ORDER OF PRIORITY

- a. Agreement documents shall be read to be consistent and complementary. Any conflict among the Agreement documents shall be resolved by giving priority to Agreement documents in the following order of precedence:
 - i. any Addendum.
 - ii. the terms contained in this Agreement Document.
 - iii. the Notice of Award
 - iv. any applicable Request for Proposal.
 - v. any successful grant application as may be amended through negotiation and to the extent the application does not otherwise conflict with the Solicitation or applicable law.
 - vi. any statement of work, work order, or other similar ordering document as applicable; and
 - vii. other mutually agreed Agreement documents.
- b. If there is a conflict between the terms contained in this Agreement document or in Agreement-specific terms and an agreement provided by or on behalf of Recipient including but not limited to linked or supplemental documents which alter or diminish the rights of the OAB, the conflicting terms provided by Recipient shall not take priority over this Agreement. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- c. Any Agreement document shall be legibly written in ink or typed. All Agreement transactions, and any Agreement document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

6. STATE PERFORMANCE

In accordance with the terms of this Agreement, the State will provide funding for the Project up to the total amount detailed in Appendix "B" (Project budget). Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

7. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this Agreement and to be bound by the provisions of this Agreement, and all amendments thereto, which were submitted to the State.
- b. In no event shall any subcontractor of the Recipient incur any obligation on the part of State or beyond the terms of this Agreement.

- c. Recipient shall commence implementation of the project described this Agreement within sixty (60) days from the date of receipt of funds unless otherwise agreed to in writing by State.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Opioid Grant Award or assessing compliance with the Grant requirements.
- e. Prior to being restored to good standing with the Board (i.e., removed from suspension), Recipient shall repay the Board for any expenditures for nonapproved purposes. Repayment shall be made within thirty (30) calendar days of the OAG sending written demand to Recipient.
- f. Recipient agrees to take appropriate measures to prevent any instance of abuse, neglect, and violation of OAB and/or individual rights, including termination or other appropriate discipline against any employee or agent of Recipient found to have abused or neglected, mentally or physically, or otherwise violates the rights of any individual or permitted such violation.
- g. For services rendered with funds provided under this Agreement, Recipient shall not set income eligibility standards and shall not assess fees for assistance or services. Further, services shall be provided without regard to a person's ability to pay. No person otherwise eligible for services provided with funds provided under this Agreement shall be denied treatment or services for inability to pay, and said person must be notified, in a reasonable manner, of this provision. Recipient shall not charge a fee for emergency services provided to individuals eligible for services authorized with funds provided under this Agreement, or their dependent household members, nor will SNAP benefits be solicited from individuals in exchange for services. To the extent any housing or facility programming or services are authorized under this Agreement, such program and services shall provide room, food, bathing and laundry facilities. Furthermore, such programs shall provide and maintain basic food items available for daily breakfast, lunch, dinner, and snacks.
- h. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.

8. ASSIGNMENT AND PERMITTED SUBCONTRACTOR

- a. Recipient's obligations under the Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the State. Any delegation or assignment of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable Grant terms, conditions, and assurances. Any such delegation

notwithstanding, the Recipient acknowledges that it has ultimate responsibility for compliance with all terms, conditions, and assurance of the Grant.

- b. If the Recipient is permitted to utilize a subcontractor in support of the Agreement, the Recipient shall remain solely responsible for its obligations under the terms of the Agreement, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to any subcontractors being utilized by the Recipient, the Recipient shall obtain written approval of the State of such subcontractors and each employee proposed for use by the Recipient. Such approval is within the sole discretion of the State. Any proposed subcontractors shall be identified by entity name, and by employee name, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Recipient shall provide a copy of a written agreement executed by the Recipient and subcontractors setting forth that such subcontractors are bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Recipient under the terms of all applicable Agreement Documents. Recipient agrees that maintaining such agreement with any subcontractors and obtaining prior written approval by the State of any subcontractors and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractors or an employee thereof in instances of poor performance, misconduct or for other similar reasons. Further, if an assignment or transfer is approved, the Recipient shall be liable for any act or omission of the subcontractor, including any act or omission that constitutes a breach of this Agreement.

9. NO-CONFLICT COVENANT

Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this Agreement. Recipient further covenants that no employee of State received anything of value in connection to this Agreement. Recipient further understands and agrees that it must maintain a conflict-of-interest policy consistent with Oklahoma laws and regulations and that such policy is applicable to each activity funded under the Grant. Recipients must disclose in writing to the OAB any potential conflict of interest affecting the grant or award of funds. Further, if the Recipient has an obligation under the Agreement, any plan, preparation, or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Agreement. In determining whether a conflict of interest exists, the State will rely on Okla. Ethics R. 4.7.

10. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part because of this Agreement may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish,

disclose, distribute and otherwise use any reports, data or other materials prepared under this Agreement.

- b. Any publication produced with funds from the Grant must display the following language: “This project [is being] [was] supported, in whole or in part, by funding made available by the Oklahoma Opioid Abatement Board.”

11. PROCUREMENT

Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with grant funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

12. RECORDS, REPORTS, AND DOCUMENTATION

- a. Section 7 of the Act also requires that Board to maintain oversight over the expenditure of award proceeds. Therefore, all recipients of opioid grant proceeds are required to file quarterly reports with the Board by filing them with the Office of the Attorney General. Quarterly reports are due by the last day of the month immediately following the conclusion of a quarter, as provided in the table below. Quarters run by calendar year. Further, Recipient agrees to comply with any reporting obligations established by the State as related to the Grant. Additional reporting obligations include, but are not limited to, representatives of the Recipient making regular and special reports regarding the activities of the Recipient, as related to the Grant, as the State may deem needful and proper for the exercise of its duties and functions.

Quarter	Report due
First Quarter (January 1 – March 31)	April 30
Second Quarter (April 1 – June 30)	July 31
Third Quarter (July 1 – September 30)	October 31
Fourth Quarter (October 1 – December 31)	January 31

- b. The first report shall be due October 31, 2024. The report shall be consistent with the Board’s rules. The reporting period shall commence on the date of the receipt of funds. The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under subsection “i,” above;
 - iii. The remaining balance of the funds provided under this Agreement;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;

- v. An explanation of any observed change in opioid rates or trends because of this project;
- vi. Programmatic performance measures; and
- vii. A brief narrative of the results, successes, and other observations from this reporting period.

The method for reporting to the OAB is subject to change during a grant cycle and may include the usage of an online software platform.

- c. As used in this Agreement and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- d. The Recipient shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this grant for seven (7) years after final payment. Recipient shall make these records available to State upon request. All records must properly account for all project funds and activities associated with the grant.
- e. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement.
- f. Receipt acknowledges and agrees that it will comply with State, the State Auditor and Inspector, and their representatives relating to an audit of an Opioid Grant Award. Upon notice, which may be short, the State, the State Auditor’s Office or their representatives, shall be entitled to access any books, records, and other documents and items pertaining to the project funds for purpose of audit and examination, at Recipient’s premises during normal business hours and Recipient agrees that it will cooperate with any such review, access or monitoring. In the event any audit, litigation, or other action involving records is started before the end of the seven (7) year period, the Recipient agrees to retain these records for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.
- g. Recipient shall provide any status updates during the term of this Agreement to State upon request.
- h. The recipient hereby agrees to comply with all reporting and auditing requirements related to this grant, including funds and activities associated therewith, and including requirements that stem from the source of the funds, regardless of whether derived from litigation.

- i. The recipient agrees to forward a copy to the OAB of the recipient's audited financial statements for the fiscal year that covers the grant award. Such information shall be forward to the OAB within thirty (30) calendar days of recipient's receipt of the information.

13. BACKGROUND CHECKS AND CRIMINAL HISTORY INVESTIGATIONS

- a. Prior to the commencement of any services, Recipient shall obtain a national criminal history background checks and criminal history investigations of the Recipient's employees and subcontractors who will be providing services. In no instance shall a potential employee or subcontractor have access to facilities, data and information prior to completion of background verification acceptable to the Recipient.

14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. In addition to the laws, regulations and requirements set forth herein, Recipient agrees to comply with the requirements of Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant. Recipient also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto, and Recipient shall provide for compliance by other parties in any agreements it enters with other parties relating to this award. In addition to any requirements imposed in this Agreement, including those in Section 10, to the extent Recipient has subcontracted, assigned or otherwise transferred any of its rights or obligations under this Agreement, Recipient shall require the party assuming the rights or obligations to comply with all applicable statutes, regulations, guidance, and ordinances.
- b. Non-Discrimination

By submitting their proposals, Recipient certifies to OAB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act and the Oklahoma Central Purchasing Act. Recipient shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Agreement with public bodies to account for the use of the funds. If that Recipient is a faith-based organization and it segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

- c. Recipient will comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- d. Recipient will also comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. E-Verify

In compliance with 25 O.S. § 1313, registration and use of federal employment eligibility verification program is required as set forth below:

- i. For purposes of this section, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) and includes the free Employee Verification Program available at www.dhs.gov/e-verify.
- ii. Any employer with more than an average of 50 employees for the previous 12 months entering into an agreement in excess of \$50,000 with any agency of the State to perform work or provide services pursuant to such Agreement shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Agreement.
- iii. Any such employer who fails to comply with the provisions of subsection ii shall be debarred from agreeing with any agency of the State for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program.
- f. Non-Collusion

By submitting their proposals, recipients certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other recipient, Recipient, manufacturer or sub-agreement or in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this proposal any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

g. Immigration Reform and Control Act of 1986

By submitting their proposals, recipients certify that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

h. Debarment Status

By submitting their proposals, recipients certify that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

i. Recipient shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.

j. Recipient agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State.

k. Additional certifications by Recipient

i. Certification Required by 74 O.S. § 582. By executing this Contract, the Recipient certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Contract.

ii. Certification Required by 74 O.S. § 12005. By executing this Contract, Recipient certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

iii. Certification Required by 74 O.S. § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.

l. Litigation and claims.

Recipient represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Recipient has been disclosed in writing to the State and Recipient is not aware of any other litigation, claim, or threat thereof.

15. REMEDIAL ACTIONS

In the event of recipient's noncompliance with this Agreement, the Grant, use of funds, applicable laws and regulations, or any term or condition, Recipient consents and agrees OAB may impose additional conditions on the receipt of future award of funds, if any, or take other available remedies, including that previous payment(s) may be recouped.

16. FALSE STATEMENTS

Recipient understands that knowingly making a false statement or claims in connection with this Grant and as a part of any State investigation is a violation of law and may result in criminal or other sanctions, including fines, imprisonment, damages, and penalties.

17. INDEMNIFICATION

a. Acts or Omissions.

The Parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The State shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's sub-agreement or vendors.

Recipient shall defend and indemnify the State, its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof (the "Indemnified Parties"), as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Recipient or its agents, employees, or subcontractors in the execution or performance of the Contract.

b. Limitations of Liability

With respect to any claim or cause of action arising under or related to the Contract, the State shall not be liable to Recipient for lost profits, lost revenue, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Recipient or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Recipient or its employees, agents, or subcontractors.

18. DISCLAIMER

The State expressly disclaims all responsibility or liability to Recipient or third persons for the actions or omissions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the Grant or any other losses resulting in any way from the performance of the Grant or any contract, or subcontract under the Grant.

19. MODIFICATION OR AMENDMENT

- a. This Agreement is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by the State or jointly by the Parties. Any change to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Recipient, is a material breach of the Agreement. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Agreement modification, shall be void and without effect and the Recipient shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.
- b. Revisions to the Agreement must be approved in writing in advance by the State.
- c. A waiver by the State to any provision in this Agreement must be signed and in writing by the State.

20. CLOSING OUT OF AGREEMENT

- a. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall promptly return to State any funds received under this Agreement that are not expended for the agreed purposes under this Agreement. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall submit any closeout documents showing proof of completion of the terms of this Agreement to State.
- b. Recipient agrees to provide any additional information required by State after the expiration or termination of this Agreement, as applicable, for the purpose of showing completion and results of the project.

21. RELATIONSHIP OF THE PARTIES

In the performance of all services rendered under this Agreement, the Recipient shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Parties.

22. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.
- b. This Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Oklahoma County, Oklahoma.

23. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties. Provided, however, any termination of the Agreement does not dissolve any waiver of liability signed by Recipient to receive the Grant funds.
- b. The State may terminate the Agreement, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Recipient will be provided at least thirty (30) days written notice. Any partial termination of the Agreement shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Agreement that remain in effect. Upon receipt of notice of such termination, Recipient shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice.
- c. This Agreement may be terminated or suspended by State in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. Recipient fails to commence implementation of the terms of this Agreement within 60 days or as otherwise agreed in writing.
 - ii. Recipient fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.

- iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this Agreement.
- d. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension. Provided, termination of the Agreement shall not relieve the Recipient of liability for claims arising under the Agreement.

24. SEVERABILITY

If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement that can be given effect.

25. POINT OF CONTACT

Correspondence and contact to the State shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Kristi Ice
Title: Deputy General Counsel
Phone Number: (405) 522-1214
Email: Kristi.ice@oag.ok.gov

Secondary Contact Name: Jill Nichols
Title: Opioid Response and Grants Coordinator
Phone Number: (405) 522-3314
Email: jill.nichols@oag.ok.gov

26. COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

Agreed to the _____ day of _____, 2024.

X _____
[Recipient]

X _____
First Assistant Attorney General, Oklahoma Office of Attorney General

AMENDMENT TO RENEW SERVICE AGREEMENT

This amendment to renew the Service Agreement (the “**Amendment**”) is effective as of the date of the last signature between Independent School District No. 29, Cleveland County, Oklahoma, a/k/a Norman Public Schools, an Oklahoma public school district (hereinafter “**School District**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, School District and Care Solace have entered into a Service Agreement dated February 8, 2024, with a current term from February 15, 2024, through June 30, 2024 (the “**Service Agreement**”); and

WHEREAS, the Parties agree that they wish to renew the Service Agreement for a term beginning on July 1, 2024 and continuing through June 30, 2025 (the “**Renewal Term**”); and

WHEREAS, the Parties agree that it is their mutual intention by execution of this Amendment that the Service Agreement and any addenda or amendments thereto shall be renewed in full for the Renewal Term, subject to the revisions expressly set forth herein, and that the Service Agreement and any addenda or amendments, as modified by this Amendment, shall be binding upon the Parties.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in the Service Agreement and any addenda or amendments thereto, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Additional Service Agreement Terms

The Parties hereby agree that the below referenced additional terms shall be incorporated into the Service Agreement and shall be binding upon the Parties:

11.3 A Renewal Term of this Agreement will begin on July 1, 2024, and continue through June 30, 2025.

For the Renewal Term from July 1, 2024 through June 30, 2025, School District will pay \$62,670 to Care Solace on or around July 1, 2024.

B. Incorporation of Service Agreement Terms and Conditions

Other than the Addition set forth in Section A above, the Service Agreement and any addenda or amendments thereto are incorporated here by this reference as though fully set forth herein and the Parties agree that all of the Terms and Conditions of the Service Agreement are in effect during the Renewal Term.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Amendment as of the date of the last signature below.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Anita Ward

Title: Chief Growth Officer

Signature: _____

Date: _____

Norman Public Schools ("School District")

Printed Full Name: _____

Title: _____

Signature: _____

Date: _____

Agreement for Substance Abuse Educational Services
Between
Norman Public Schools
And
The Virtue Center

This Agreement for substance abuse education dated as of the 24th day of June, 2024, is between Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools, herein referred to as “District,” and The Virtue Center; each a “Party” and collectively referred to as “Parties.”

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Norman Public Schools and The Virtue Center agree as follows:

- 1. Group education of the “Addiction Information Series.”** The Virtue Center agrees to perform substance use educational programming to students identified by Norman Public School staff and with parent consent during the term of this Agreement. Such services shall be provided on the premises of NPS.
- 2. Training and Qualifications:** The Virtue Center will assign appropriate staff to provide the lessons at NPS. These Virtue Center employees will be properly trained and prepared to provide the instruction.
- 3. Confidentiality.** The Virtue Center employees agree to adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities. They also agree to comply with the provisions of the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA), as well as all applicable laws and regulations related to privacy and security. She/He may have or obtain access to confidential “education records”, as defined by FERPA, and agree that she/he will not disclose any such education records except to perform duties under this Agreement or as required by law.
- 4. Insurance.** Prior to entering into this Agreement, The Virtue Center has obtained Commercial General Liability (“CGL”) insurance policy, Professional Liability insurance policy (“PL”) and School Leaders Legal liability insurance policy (“SLL”) (otherwise known as Directors and Officers Liability insurance), each insuring Red Rock Behavioral Health Services an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. Prior to commencement of performance of this Agreement, The Virtue Center will deliver to NPS a certificate evidencing required insurance coverage. Throughout the term of this Agreement, The virtue Center shall provide an updated certificate of insurance coverage upon expiration of the current certificate.
- 5. Indemnification.** In addition to the requirement of paragraph 4 and not in lieu thereof, The Virtue Center agrees to indemnify and hold NPS and its agents, employees and officers harmless (including defense costs) against any claim, demand or action against NPS arising from Services provided by The Virtue Center.

6. **Prior Criminal Convictions.** The Virtue Center hereby certifies that their employee is not currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippy Violent Offender Registration Act and has not been convicted in this state, the United States, or another state of any felony offense.
7. **Compensation.** NPS agrees to pay The Virtue Center at a rate of \$30,000 for the school year. Half will be paid in September and the remaining half will be paid in February. The Virtue Center will invoice for these payments prior to remittance.
8. **Term and Termination.** This Agreement is effective as of July 1, 2024 and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon (30) days' written notice with or without cause. The specific starting date for the delivery of Services will be mutually determined by The Virtue Center and NPS.
9. **Independent Contractor Status.** The Virtue Center is acting as an independent contractor and contracted employees shall not be deemed to be an employee of NPS. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. The Virtue Center shall not have the authority to bind, commit or incur any liability on behalf of NPS or to otherwise act in any way as an agent or representative of NPS. In no event will The Virtue Center be entitled to employee benefits or workers compensation coverage from NPS. Further, The Virtue Center affirms it is covered by Workers' Compensation Insurance and shall in no event be entitled to any such coverage from NPS.
10. **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.
11. **Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service. Notices shall be delivered as follows:

To NPS

Norman Public Schools
Dr. Nicholas Migliorino
Superintendent
131 South Flood Avenue
Norman, Oklahoma 73069

To The Virtue Center.

The Virtue Center
Teresa Collado
Executive Director
2457 Wilcox Drive
Norman, Oklahoma 73069

12. Miscellaneous. This agreement embodies the entire agreement and understanding between NPS and The Virtue Center relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws of the State of Oklahoma. This Agreement may be amended only in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. Either party may not assign this Agreement without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

**Independent School District No. 29 Of
Cleveland County, Oklahoma**

The Virtue Center

Board of Education President

Executive Director

ATTEST:

Board of Education Clerk

**Norman Public Schools
An Independent School District No.29 of Cleveland
County Oklahoma, a/k/a Norman Public Schools
Contract for Treatment Services or Other Integrated Services – Governmental
FY25**

This contract is made and entered into this **1ST day of July 2024** between the **State of Oklahoma – Oklahoma Department of Mental Health and Substance Abuse Services** (hereinafter referred to as "Department" or "ODMHSAS"), and **Norman Public Schools an Independent School District No.29 of Cleveland County Oklahoma, a/k/a Norman Public Schools** (hereinafter referred to as "Contractor"), **131 South Flood, Norman Oklahoma 73069 and having FEI# 73-6021052 and UEI# R324W4JCMVJ4.**

In consideration of the provisions set forth herein, the parties mutually agree to the following provisions and any addenda attached or referenced hereto and incorporated herein.

I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

- A.** This contract is authorized pursuant to and in accordance with the provisions of 43A O.S. §1-101 *et seq.* and 450:1-3-14 through 450:1-3-21 of the Oklahoma Administrative Code and is in effect **July 1, 2024, through June 30, 2025.**
- B.** The parties to this contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this contract. The parties further acknowledge and understand this contract is effective only for the term set forth in Paragraph I (A) above. The Department, upon expiration of this contract and in its sole discretion, may offer the Contractor an opportunity to renew this contract for an additional term.

II. STATEMENT OF WORK

- A.** Contractor shall provide the services as indicated and in the manner set forth in the most recent version(s) of the statement(s) of work (SOW) attached or incorporated by reference here. SOWs can be found on the Department's ARC website (http://www.odmhsas.org/picis/Documents/arc_Documents.htm). Said SOW(s) and other addenda shall be binding on the parties of this contract as if fully stated herein.

III. PERFORMANCE REQUIREMENTS

- A.** The Contractor agrees to abide by all federal laws and regulations, all state laws and regulations, the provisions of this contract and addenda attached or referenced hereto, including but not limited to all licensing, permit, or certification requirements; all applicable Department standards and criteria; labor laws and workers' compensation laws. Any act committed by a Contractor, its officers, directors, employees, or other authorized persons, which violates any of the foregoing will constitute a breach of this contract. Further, the Contractor shall insure any consumer served by the Contractor pursuant to this contract shall receive care and treatment in accordance with 43A O.S. §1-101 *et seq.* and Title 450 of the Oklahoma Administrative Code. Failure to provide care and treatment in accordance with 43A O.S. §1-101 *et seq.* and Title 450 of the Oklahoma Administrative Code shall be deemed a breach of this contract. Abuse, neglect,

and violation of consumer rights shall not be condoned. The Contractor is expected to take appropriate measures to prevent such instances, including termination or other appropriate discipline against any employee or agent of Contractor found to have (a) abused or neglected, mentally or physically, or otherwise violated the rights of any consumer or (b) permitted such.

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).

- B.** Contractor shall abide by all state and federal laws and regulations restricting the disclosure of consumer information, including 43A O.S. §§1-109 and 3-422, 42 U.S.C. §290dd-2, 42 C.F.R. Part 2, 45 C.F.R. Parts 160 and 164 including the HITECH section of the American Recovery and Reinvestment Act (ARRA), and Title 450 of the Oklahoma Administrative Code.
- C.** Contractor shall comply with the Deficit Reduction Act of 2005, which requires all entities that receive or make at least five million dollars (\$5,000,000) in annual Medicaid payments to establish specific compliance policies and to include certain provisions with respect to federal and state laws and whistleblower protections. Please refer to Deficit Reduction Act of 2005; Federal False Claims Act, 31 U.S.C. §§ 3729 – 3733, 3801 *et seq.*; OHCA-2006-30; Oklahoma Medicaid False Claims Act, 63 O.S. §5053 *et seq.* for more information.
- D.** Contractor (and any subrecipients at any tier) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Contractor (and any subrecipients at any tier) must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Potential fraud, waste, abuse, or misconduct involving or relating to federal funds should be reported to the Office of the Inspector General by (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

- E.** Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to those issued by ODMHSAS Provider Certification. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract. All persons providing treatment or

related treatment services that are lawfully required to perform those services under this contract shall be documented as licensed, certified, and otherwise trained as outlined in this contract, or under supervision prior to performing treatment services and prevention activities. Persons providing treatment services and prevention activities shall have training in cultural-specific, age-specific, and gender-specific issues and shall be at least twenty-one (21) years of age and non-treatment professionals shall be at least eighteen (18) years of age. Contractor shall make continuing education available to all facility employees engaging in treatment services and prevention activities regarding such services and activities they provide.

- F.** The Contractor shall not reassign this contract, or any part thereof, or engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to subrecipient terms and conditions of that funding. The Contractor or subcontractor shall not obligate the Department to pay any sums to the Contractor, subcontractor, or any other person or entity without the prior written approval of the Department. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.
- G.** In the performance of all services rendered under this contract, the Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties.

Contractor assures that neither the Contractor nor anyone subject to the contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

Contractor also assures that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract. No current state employee will engage in the performance of the contract unless approved by the State Purchasing Director.

- H.** The Contractor shall not solicit consumers through gratuitous offerings, incentives, gifts, or other offerings for any service provided by the Contractor; nor shall the Contractor allow any other provider to solicit consumers of the Contractor through gratuitous offerings, incentives, gifts, or other offerings. The Contractor shall not use any coercion, duress, force, or similar action, real or threatened, against any consumer for the purpose of soliciting consumers or for the purpose of hindering or obstructing any investigation conducted by the Department, any other governmental agency, or advocacy group.
- I.** The Contractor shall provide the services as set forth herein without regard to a consumer's ability to pay. No person meeting the Department's eligibility requirements and needing the services authorized herein shall be denied

treatment or services for inability to pay, and said person must be notified, in a reasonable manner, of this provision.

- J.** The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
- K.** Contractor, Contractor's employees, subcontractor, and subcontractors' employees shall not engage in trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this contract.
- L.** Contractor shall use ODMHSAS funding (except that which is provided as the state match for services to Medicaid consumers) only for services to individuals who meet the eligibility criteria prescribed by the ODMHSAS. Such services are subject to the availability of funds, except that Contractor agrees to provide as a condition of contract award and irrespective of the availability of funding pursuant to this contract, emergency care (to include crisis intervention, if the Contractor is a provider of such services, as well as medical detoxification, medically supervised detoxification, evaluation, and referral services) to all persons presenting and in need of such services. Contractors must seek and receive ODMHSAS approval before refusing services to any person who meets eligibility criteria.
- M.** Contractor or designee shall attend all meetings that ODMHSAS, in ODMHSAS's sole discretion, deems mandatory.
- N.** Contractor shall provide trauma-informed, gender sensitive, age appropriate and culturally competent treatment and prevention services for all consumers.
- O.** All outpatient and residential contractors shall designate a Domestic Violence (DV) Liaison. Contractors with multiple sites are strongly encouraged to identify a DV Liaison for each site. The purpose of the DV Liaison role is to support best practices in serving victims/survivors within behavioral health agencies and to bridge the gap between behavioral health and victim service providers. The DV Liaison shall be responsible for developing a relationship with the closest domestic violence/sexual assault agency and/or Family Justice Center and/or human trafficking agency, collaborate with these agencies to become aware of the services available, ask for case consultation related to a client with domestic violence, sexual assault, stalking, or human trafficking issues if needed, post relevant referral information in the client waiting areas, and develop a partnership with these agencies so that a seamless referral system is in place between agencies. The DV Liaison shall also be available to staff members within their own agency for consultation and resource sharing.

New DV Liaisons shall attend Domestic Violence Liaison Orientation (registration is available on the ODMHSAS training platform) within 90 days of designation. Contact information for new DV Liaisons shall be submitted electronically via this form: <https://forms.office.com/g/ARh7KkSCsS>.

New DV Liaisons shall complete a total of 6 hours of training within the first year of designation (this includes the DV Liaison Orientation). All DV Liaisons shall complete a minimum of 3 hours of continuing education annually on domestic violence, sexual assault, stalking, or human trafficking. Training options will be reviewed during the DV Liaison Orientation and may include (but are not limited to) live in-person or live virtual trainings, conference workshops, webinars, and eLearnings. The certificate(s) of completion will be verification of meeting this requirement and should be filed in the employee personnel file. Domestic violence liaisons will participate annually in a minimum of 5 regular support calls hosted by the ODMHSAS.

- P. Upon request by Department, Contractor shall provide information of Contractor's percent of administrative overhead, based on generally accepted accounting practices.
- Q. If applicable, each consumer who is eligible to vote according to law has the right to vote in all primary and general elections. Each facility shall make reasonable efforts to enable eligible persons to register to vote, to obtain applications for absentee ballots and comply with other requirements which are prerequisite to voting, and to vote (Title 450, Chapter 15, Consumer Rights, 450:15-3-13 and 450:15-3-27).
- R. All referrals for recovery housing need to be certified by OKARR, Oxford House, or ODMHSAS.

IV. COMPENSATION

A. Definitions

Contract Line: identifies the service or program name.

CS (Contract Source): an identifier used to distinguish an array of services that may be provided within a specific program or contract line.

Maximum Payment: identifies the total amount of funding for the identified contract period by contract line.

SOW: identifies the name of the attached Statement of Work (SOW) by which the specific work requirements for the program are found.

- B. In accordance with the terms of this contract, the Department will pay the Contractor an amount not to exceed **\$325,000.00** unless amended in writing and approved by Contractor and Department, payable to the Contractor as set forth below.

Contract Line	CS	CFDA #	SOW http://www.odmhsas.org/picis/Documents/arc_Documents.htm	Maximum Payment
School-Based Prevention Services (MTSS) - Prevention - SABG -Federal	n/a	939590001	Non-Categorical SOW	\$325,000.00

When providing treatment services, Contractor shall ensure the availability of the levels of care indicated in the SOW(s) and addenda throughout the term of the contract.

The Department shall only pay upon receipt of an invoice for services, which shall be submitted to the Department not more than sixty (60) days from the day services were last rendered during the invoice month. Invoices shall be electronically submitted using the eProviderInvoice application in Access Control. The Department agrees to make payment to Contractors within forty-five (45) days of receipt of a proper invoice (Title 62 O.S. § 34.73) in accordance with Title 62 O.S. § 34.71 & 34.72, or proper submission of data through the Oklahoma Health Care Authority (OHCA) Medicaid Management Information System (MMIS).

B.1. Services Identified with a Contract Source will be reported through the Oklahoma Health Care Authority (OHCA) Medicaid Management Information System (MMIS). Customer Data Core (CDC) information must be filled out appropriately and completely at admission, with any level of care change, at discharge, or at a minimum of every six months for ODMHSAS and Medicaid clients, including managed care program participants. This is required in order to obtain payment for ODMHSAS and Medicaid non-managed care fixed rate services. Any client without applicable CDCs will not be included in any value based payment program or enhanced tier payment system. If any of the information is determined missing from the CDC or not properly updated, the Department has the right to credit services provided to that consumer, request recoupment, or suspend payment. CDC information shall be entered into a location and format as prescribed by the Department.

B.1.a. Many FR contract services shall require prior authorization. Prior Authorizations (PA's) will not be issued unless a current CDC has been entered for the respective consumer. PA's will be issued for clients in managed care but do not apply unless the provider is billing an ODMHSAS-only service to ODMHSAS. Contractor shall comply with the ODMHSAS Prior Authorization Manual and other applicable prior authorization instructions available at <http://www.odmhsas.org/arc.htm>.

B.1.b. Contractor is required to comply with the ODMHSAS Services Manual which is hereby incorporated by reference (<http://www.odmhsas.org/arc.htm>). Contractor shall enter contract services for reporting and payment through the Oklahoma Health

Care Authority (OHCA) Medicaid Management Information System (MMIS) via Internet web application, Medicaid on the Web, file transfer, or online interactive applications. Contractor shall take all necessary steps for assuring the capacity to interface with MMIS and maintaining staff knowledge of billing and clinical requirements documented in the ODMHSAS Services Manual. Services billed that do not meet all requirements in the ODMHSAS Services Manual may be subject to recoupment. The Contractor is responsible for assuring the capacity to interface with the Department's system via the internet no later than the effective date of this contract.

B.1.c. If Contractor enters into a billing service agreement, Contractor shall be responsible for the accuracy and integrity of all claims submitted on Contractor's behalf by the billing service.

B.2. Cost Reimbursement Contracts are contracts that require submission of an invoice by the Contractor for services already provided. Invoices are based on the Contractor's submitted budget and appropriate documentation. Documentation for Contractor expenditures is required prior to payment. Invoices paid by the Department may be limited to a cumulative one-twelfth (1/12) of the total contract amount each month.

B.3. One-Twelfth (1/12) Contracts are assigned a yearly value and payment is apportioned throughout the fiscal year in one-twelfth (1/12) increments, or depending on the start date of the program, payment is distributed equally based on the number of months remaining in the state fiscal year. Contractor shall submit an invoice and appropriate documentation of the services provided prior to the Department issuing payment.

C. Funding sources utilized to make payments pursuant to this contract (e.g. state and federal, etc.) shall be at the ODMHSAS discretion and shall not be subject to review or considered a breach of this contract. Contractor agrees that by accepting federal funds from the Department, Contractor is in receipt of pass-through federal funds and may be considered to be a subrecipient of these federal funds. Therefore, Contractor may be subject to all federal rules and regulations applicable to the appropriate expenditure of federal funds. See 2 CFR 200, http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and its Compliance Supplement and the Certifications and Assurances bound to receipt of federal funds. If Contractor is a subrecipient of federal funding, Contractor is required to maintain current and accurate information in the Central Contractor Registration (CCR); primary registrant database for the U.S. Federal Government and have obtained an UEI (Unique Entity Identifier) number. If Contractor is in receipt of federal funding, Contractor shall be identified as either a subrecipient or vendor in the Federal Funding Identification Form. The auditee of a Single Audit shall comply with provisions of 2 CFR Sections 200.508-512, pertaining to audit requirements for auditees.

- D.** The Department may perform site reviews at all contracted programs. Review findings will be shared with Contractor in the form of a written report. If the report indicates an overpayment or identifies billed services subject to recoupment, Contractor will have 60 days to repay or credit the Department for the identified services.
- E.** Contractors are encouraged to develop additional funding streams. Contractors must identify alternative coverage and bill such sources including Medicaid. No payments will be made by the Department until Medicaid or alternative resources are exhausted or determined unavailable for these services. Failure to bill third parties may result in an overpayment or termination of the provider contract. This contract is not meant to supplant current payment resources.
- F.** The following provisions are applicable to providers of Medicaid services for which the Department is responsible for payment of the state match:

 - F.1.** The Department shall pay the Oklahoma Health Care Authority (OHCA) the state match for OHCA-reimbursed services delivered by the Contractor in the Contractor's ODMHSAS service area to Medicaid-eligible adults.
 - F.2.** Such payments shall be made pursuant to appropriate documentation and as prescribed by the Oklahoma Health Care Authority.
 - F.3.** Such payments shall be from state funding made available to support adult or children/adolescent substance abuse services, Community Mental Health Center (CMHC) adult mental health services performed in designated service areas, and Systems of Care (SOC) Family Support Provider services.
 - F.4.** In the event the amount necessary to make the Medicaid Match payments exceeds the match funding set aside for such purpose, the necessary additional funds will be transferred from the state funding provided herein for adult or children/adolescent substance abuse services, Community Mental Health Center (CMHC) adult mental health services performed in designated service areas, and Systems of Care (SOC) Family Support Provider services. Any state match funds remaining at the conclusion of the contract term may, at the discretion of ODMHSAS, be transferred to this contract for any pending adult or children/adolescent substance abuse services, or adult mental health services.
- G.** Unless approved in writing by the Department, the Contractor shall use no portion of Federal Block Grant Funds (Public Health Services Act) for:

 - G.1.** Inpatient services (Mental Health Block Grant) or inpatient hospital services (Substance Abuse Prevention and Treatment Block Grant).
 - G.2.** Cash payments to recipients of services.

- G.3.** The purchase or improvement of land; purchase, construction or permanent improvements (other than minor remodeling) of any building or other facility; or purchase of major medical equipment.
- G.4.** Satisfaction of any requirement for the expenditure of non-federal funds as a condition for receipt of federal funds.
- G.5.** Financial assistance (i.e., a subgrant) to any entity other than public or nonprofit private entity.
- G.6.** Needle exchange programs or the provision of hypodermic needles or syringes to individuals.
- G.7.** Inherently religious activities, such as worship, religious instruction, or proselytization.
- H.** The Contractor shall use no federal funds to pay an employee a salary at a rate in excess of Executive Level II of the Federal Executive Pay.
- I.** For eligible services, Contractors shall seek Title XIX reimbursement from the Oklahoma Health Care Authority for eligible services rendered. The Contractor shall in good faith also seek reimbursement from Title XVIII (Medicare parts A & B) or any other third party source. The Contractor will not invoice the Department for services eligible for reimbursement from any other third party source. The Department will not reimburse for services compensated by any other party or source.
- J.** Department may reduce the payment to the Contractor in the event a shortfall of state or federal funding occurs. The amount decreased from the Contractor's payment shall be at the sole discretion of the Department and shall not be actionable by the Contractor.
- K.** Contractor shall report eligible services for payment according to procedures prescribed by the Department. The Department will provide access to enter and retrieve information via Internet web application, file transfer, or online interactive applications. The Contractor is responsible for assuring the capacity to interface with the Department's system via the Internet no later than the effective date of this contract and maintaining staff knowledge of current data processing procedures documented in the ODMHSAS Services Manual.
- L.** The Department can suspend payment until the services provided can be verified by Department staff, not to exceed 60 days, unless the Contractor has failed to provide the requested documentation. In the event payment has been suspended, Contractor must fully cooperate with Department staff to verify services.

V. GENERAL PROVISIONS

A. Technical Assistance

The Department, upon written request and if available, may provide to the Contractor technical assistance to ensure compliance with this contract.

B. Reports

The Department may prescribe and require reports from the Contractor during the effective dates of this contract. All reports, financial and otherwise, required by the Department, shall be in the format as indicated by the Department and may include, but not be limited to, cost reports, expenditure reports, and balance sheets. The Department may, upon reasonable notice, withhold payments otherwise due under the terms of this contract, if the Contractor fails to submit required reports on a timely basis.

C. Surveys

The Contractor, upon reasonable notice, agrees to participate and cooperate in surveys, studies, or research projects conducted by any governmental agency.

D. Access to Records

The Contractor agrees that books, records, documents, accounting procedures, practices or any other items of the service provider relevant to this contract are subject to inspection, examination and copying by the Department, its designee, and the Office of the Oklahoma State Auditor and Inspector. Further, the Contractor shall fully cooperate with the Department during investigations of complaints involving consumer abuse, neglect, improper treatment, or any violation of consumer rights. Cooperation shall include, but is not limited to, immediate access to consumers, staff members, facilities, consumer records, or any other records or documents regularly kept by the Contractor.

E. Audit and Records Clause

E.1. As used in this clause, records shall include, but are not limited to, any books, documents, accounting procedures and practices, and other data, regardless of type or form. In accepting this contract with ODMHSAS, the Contractor agrees any pertinent state or federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The determination of records needed to complete a satisfactory audit will be at the discretion of the Department or the pertinent state or federal agency.

E.2. The Contractor is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and for a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is initiated before the end of the seven-year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

E.3. Contractor agrees the review of all records as they relate to the performance of professional services is to be subject to examination by the

Department, the State Auditor and Inspector and the State Purchasing Director.

F. Financial Audit

An annual financial statement audit or other engagement is required under the conditions provided below. The type of audit or engagement is determined separately for state and federal funds. State funds include only those received from the Department. Federal funds include those from all sources (federal agencies, the Department, or other entities). The expenditure of federal funds is based on when the activity for the expenditure occurs, not when the expenditure is made. The Department will notify the Contractor of any federal awards made under this contract. The Department reserves the right to require an independent annual financial statement audit of the Contractor, the cost of which shall be paid by the Contractor.

- F.1.** State funds. A state or local governmental entity that has received state awards of \$100,000 or more shall obtain a financial statement audit conducted in accordance with generally accepted governmental auditing standards (Yellow Book). For awards of \$100,000 or more, a nongovernmental Contractor shall obtain an audit conducted in accordance with generally accepted auditing standards (basic type). For entities which are required to receive a Single Audit, a Yellow Book or basic audit will not be required; however, the entity must submit a Schedule of State Awards for awards received from ODMHSAS.
- F.2.** Federal funds (expenditures of \$750,000 or more from all sources). The Contractor shall obtain an audit conducted in accordance with the Single Audit Act of 1984, as revised by the Single Audit Act Amendments of 1996, 2 CFR 200 and the current OMB Compliance Supplement and the Uniform Guidance for Federal Awards. An applicable portion of federal funds (such as the percentage of federal fund expenditures to total expenditures) may be used to pay for this audit when the audit covers all funds and operations of the Contractor. In addition to obtaining a Single Audit, the Contractor shall permit the Department to perform a financial audit and /or a compliance engagement or to have a financial audit and /or a compliance engagement performed of the Department's federal award(s) at the discretion of the Department. Such engagement, if conducted, shall be at the Department's expense.
- F.3.** Federal funds (expenditures of less than \$750,000 from all sources). Federal compliance monitoring may be performed at the direction of the Department for funds received from the Department.
- F.4.** Regardless of the above provisions, the Contractor shall submit to the Department a copy of financial audit reports obtained for other reasons. This copy shall include, if present, the additional Yellow Book reports, the additional 2 CFR 200 and the Uniform Guidance for Federal Awards (previously known as OMB Circular A-133) reports, and the Auditor's Management Letter.

- F.5.** Audits under this section shall be performed by independent and properly licensed Certified Public Accountants, and the lead (reviewing) partner of the audit firm is to be rotated off the audit every five (5) years.
- F.6.** Unless otherwise provided, a financial statement audit shall include, in one or more reports, all operations and funds of the Contractor and of any entities or persons related to or affiliated with the Contractor. The audited financial statements of nongovernment entities shall include at least a statement of financial position, a statement of activities, a statement of cash flows, and a statement of functional expenses.
- F.7.** If state funds are received under this contract, the audited financial statement report shall also include a supplementary schedule of state awards, which identifies each award, the amount awarded and the total amount received or recognized.
- F.8.** The audit(s) shall be for the Contractor's fiscal year(s) during which this contract is in force.
- F.9.** The Contractor shall submit one complete copy of its financial statement audit report(s), as required above, to the Department's Internal Audit Division at the email address: ProviderAudits@odmhsas.org within six (6) months of the close of the Contractor's fiscal year(s). The copy shall include, as applicable, copies of all reports issued pursuant to 2 CFR 200 and the Uniform Guidance for Federal Awards (previously known as OMB Circular A-133) and *Government Auditing Standards*. An Auditor's Management Letter, if issued, shall be submitted.
- F.10.** The books and records of the Contractor and the work papers of the Contractor's auditor shall be made available, if needed, to the Department's cognizant federal agency, the Department, the Department's auditor, the State Auditor and Inspector, and the Comptroller General of the United States. The Contractor grants permission to the Department to contact the Contractor's auditor during the course of the review of required reports.
- F.11.** Compliance with the audit provisions of this contract is not considered achieved until the Department has reviewed and accepted the report(s). Failure by the Contractor to timely submit a required report may, upon reasonable notice, result in withholding by the Department of payments otherwise due under the terms of this contract.
- F.12.** The due date of a report may be extended for good cause at the sole discretion of the Department. For an extension to be considered, a request for such must be submitted in writing to the Department's Internal Audit Division at the email address: ProviderAudits@odmhsas.org on or before the applicable due date.

G. Notices

Except for service of process, any notices to be given hereunder are deemed to be given when deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as indicated herein. Either party may at any time designate any other address by giving written notice to the other party.

H. Entire Agreement

This contract represents the full and final intent of the parties herein, and supersedes any and all prior agreements/contracts between the parties unless amended, in writing, and approved by the Department. Further, the terms of this contract may not be modified, increased or otherwise amended expressly or implicitly without the written approval of the Department.

I. Interpretation

The headings contained herein are for reference purposes only and shall not affect the meaning or interpretation of this contract.

J. No Grant of Authority

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, expressed or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior expressed written consent of the Department.

K. No Waiver

Waiver by the Department of any breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

L. Severability

If any clause or provision of this contract is illegal, invalid or unenforceable under any present or future law, the remainder of this contract will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid, and enforceable.

M. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this contract by either party shall be grounds for immediate suspension of performance.

N. Non-Discrimination

The Contractor is an Equal Opportunity Employer, a provider of services and/or assistance, and assures compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, Executive Orders 11246 and 11375, and the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

As applicable, the provisions of Executive Order 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this contract and must be included in any subcontracts awarded involving this contract. The parties represent that they are in compliance with all applicable federal and state laws and regulations and all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), disability, political beliefs, or status as a veteran in any of their respective policies, practices, or procedures; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701 and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C.

O. Drug-Free Workplace

The Contractor certifies it will or will continue to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and implemented at 45 CFR Part 76, Subpart F for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

P. Influence

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 45 CFR Part 93, Section 93.105 and 93.110, the Contractor certifies that:

No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the making of any federal grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement.

Q. Debarment and Suspension

As required by Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, for prospective participants in primary covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110:

Q.1. The Contractor certifies that it and its principals:

Q.1.a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Q.1.b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

Q.1.c. Are not presently indicted of or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

Q.1.d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Q.2. Contractor shall notify the Department within ten (10) business days or fifteen (15) calendar days, whichever is shorter, in the event the status of the Contractor or any of its principals meets any of the above listed conditions.

Q.3. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this contract.

R. Specialized Services

Contractors shall have policies and procedures for the provision of interpreters for persons who are deaf or hard of hearing or who speak a language other than English.

S. Recognition of Department Support

Contractor shall state it is funded by the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), as well as prominently display

approved ODMHSAS logo(s) and adhere to the ODMHSAS branding guide in all applicable promotional information (including but not limited to promotional or informational brochures, flyers, newsletters, posters, websites, multi-media presentations, media releases, and community education presentations) regarding services funded by the Department.

T. Contract Compliance

- T.1.** The contract may be terminated by the Department immediately and without prior notice if the Department reasonably determines that the health or safety of the persons served are in imminent jeopardy due to the actions or inactions of Contractor or those under Contractor's control.
- T.2.** A default in performance by Contractor for which the contract may be terminated shall include but is not limited to: failure or refusal to perform, observe, and comply with any covenant or agreement according to its terms, conditions, and specifications, failure to maintain the care and treatment services in accordance with the Department's rules and regulations, and default in payment of state taxes.
- T.3.** Termination shall not be the exclusive remedy available to the Department for a default by the Contractor, but shall be in addition to any other rights and remedies provided for by law or equity.
- T.4.** The Department shall not be liable for any further payment to Contractor under a contract terminated for the Contractor's defaults after the date of such default as determined by the Department, except for commodities, supplies, equipment, or services delivered and accepted on or before the date of default and for which payment had not been made as of that date. Contractor shall be liable to, and shall indemnify and hold harmless, the Department for all liability, cost, or damage sustained by the Department as a result of Contractor's default. In the event of a tax lien filed against Contractor, the Department cannot make any payments to Contractor until such tax lien is satisfied.
- T.5.** This contract may be terminated without cause by the Department or the Contractor upon thirty (30) days written notice to the other party.
- T.6.** The Department will monitor the Contractor's performance of this contract. At a minimum, this will include ongoing reviews of certain performance indicators. Contractor shall cooperate with the Department in its monitoring activities and shall comply with Department requests that facilitate such monitoring. Department may conduct eligibility, service verification, and Customer Data Core (CDC) reviews on a random basis. Subsequent payments may be decreased according to the applicable Department rate schedule if ineligible individuals are reported and provided services based on ODMHSAS funding or if service delivery cannot be verified in the client's clinical record.

- T.7.** The Contractor shall have written policy and procedures for internal review of services billed on this contract. The review shall be conducted at least quarterly. Corrective action shall be taken on any deficiencies that are found to exist. The results of the reviews and any associated corrective actions shall be made available to the Department.
- T.8.** The Contractor shall develop and maintain written policy and procedures for ethical billing practices.
- T.9.** The Department can suspend payment if the Contractor does not comply with the terms of the contract.

U. Indemnification

Each party will be responsible for its own negligent acts and omissions as governed by the terms of the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.

V. Understanding of Terms

The parties hereto have read and fully understand the terms of this contract and agree to be bound by same.

W. Confidentiality

The Contractor agrees, through the following terms, to create a Qualified Service Organization/Business Associate Agreement between ODMHSAS and Contractor and:

- W.1.** Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from ODMHSAS, or from providing services to ODMHSAS, identifying or otherwise relating to the clients or consumers of ODMHSAS (hereinafter “protected information”), it is fully bound by the provisions of the federal regulations governing the confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and the HIPAA, 45 C.F.R. 45 Parts 142, 160, 162, and 164, including the HITECH section of the American Recovery and Reinvestment Act (ARRA), and State law at Title 43 A § 1-109 of Oklahoma Statutes, and may not use or disclose the information except as permitted or required by this agreement or by law.
- W.2.** Acknowledges that pursuant to Oklahoma law at 43A O.S. §1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential; and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work, which includes evaluation.

- W.3.** Agrees to resist any effort to obtain protected information in judicial proceedings except as expressly provided for in the applicable regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R Part 2, or as otherwise required by other applicable law or court order.
- W.4.** Agrees to use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of ODMHSAS and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- W.5.** Agrees that, when the Contractor uses, discloses, or requests protected health information, that it will limit the use, disclosure, or request to the minimum information necessary.
- W.6.** Agrees that if the Contractor enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 C.F.R. Part 2 and HIPAA, including all provisions of this section, and if the Contractor learns of a pattern or practice by the agent that is a material breach of the confidentiality agreement it will take reasonable steps to cure the breach or terminate the contract if feasible.
- W.7.** Agrees to report to ODMHSAS any use or disclosure or any security incident involving protected information not provided for by this agreement within twenty-four (24) hours of when it becomes aware of the breach.
- W.8.** Agrees to provide access to the protected information at the request of ODMHSAS, or to an individual as directed by ODMHSAS, in order to meet the requirement of 45 C.F.R. §164.524 which provides clients with the right to access and copy their own protected information; Contractor will comply with time limits as set forth in law.
- W.9.** Agrees to make any amendments to the protected information as directed or agreed to by ODMHSAS pursuant to 45 C.F.R. §164.526; Contractor will comply with time limits as set forth in law.
- W.10.** Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from ODMHSAS or created or received by the Contractor on behalf of ODMHSAS, to ODMHSAS and to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining ODMHSAS' compliance with HIPAA.
- W.11.** Agrees to provide ODMHSAS, or an individual, information to permit ODMHSAS to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528; Contractor will comply with time limits as set forth in law.

- W.12.** If Contractor uses an in-house management information system to batch load data to Department's designated site, Contractor must assure the system can provide HIPAA compliant transactions. Department currently collects certain consumer information electronically in addition to the HIPAA required data transactions. These data will continue to be required. All in-house management information systems must be able to provide all ODMHSAS required consumer data or the data must be entered via the Department approved online system.
- W.13.** Any violation of the terms of this section including the unauthorized use of the MMIS secure website or information on the secure website may result in suspension or termination of Contractor's access to the MMIS secure website and relevant secure websites.
- W.14.** Upon termination or expiration without renewal of this agreement, Contractor shall return or destroy all protected information received from ODMHSAS or created or received by Contractor on behalf of ODMHSAS, or if return/destruction is impossible, Contractor shall extend the protections of this agreement to such protected information and limit further uses and disclosures of the information as provided by state and federal law for as long as Contractor maintains the information.

X. Tobacco

The Contractor will implement and provide a tobacco-free campus in accordance with the standards of the Tobacco-Free Workplace policy of the Oklahoma Department of Mental Health and Substance Abuse Services, ODMHSAS 6.12. Possession and use of any tobacco product, nicotine delivery product or device that is not approved by the U.S. Food and Drug Administration (FDA) for the purpose of nicotine dependence treatment, including, but not limited to cigarettes, cigars, snuff, chewing tobacco, electronic cigarettes, or vaping devices is prohibited on the grounds of and within ODMHSAS-operated and contracted facilities by employees, consumers, volunteers, and visitors. The Contractor must ensure a site-specific enforcement plan of action for violations related to the agency's tobacco free workplace policy.

All events supported by ODMHSAS contracts should be tobacco-free. Contractors should make an effort to communicate the tobacco free campus and event status in signage and other communications associated with the organization or the event. Contractors are also prohibited from accepting financial support from the manufacturers or distributors of tobacco products, their affiliates, or any entity controlling or controlled by such companies.

As part of the ODMHSAS's mission to promote, provide, and support the highest quality of care to its consumers, Contractors/Providers shall offer to consumers who use tobacco, cessation assistance while they receive services in any ODMHSAS operated or contracted facility. The Contractor shall at all times address tobacco use as a treatment issue. Facilities shall develop and implement consumer cessation assistance procedures that minimally include:

- X.1.** Integrating tobacco cessation treatment into the service plan of consumers who use tobacco, 13 years and older. If the consumer chooses not to engage in any tobacco cessation treatment, the Contractor shall minimally document assessment of tobacco cessation in accordance with X.2.
 - X.1.a.** When applicable and appropriate, including the diagnosis of Tobacco Use Disorder (mild, moderate, severe).
- X.2.** Using the “5 A’s” model for assessing, and if appropriate, treating tobacco use and dependence for consumers 13 years and older or family members who use tobacco:
http://www.healthquality.va.gov/tuc/phs_2008_quickguide.pdf.
 - X.2.a.** Using Peer Recovery Support Services to utilize and teach problem-solving techniques on quitting tobacco.
- X.3.** Reassessing consumers who are not ready to quit tobacco in at least 6 months.
- X.4.** Systematically refer 20% of consumers 13 years and older or their family members who use tobacco by means of fax, Web Portal, or Electronic Health Record (EHR) to the Oklahoma Tobacco Helpline.
- X.5.** Nicotine Replacement Products:
 - X.5.a.** For inpatient, crisis stabilization, and residential programs, in consultation with the consumer, provide Nicotine Replacement Products (NRT) while consumer is part of program and leverage resources from the Oklahoma Tobacco Helpline, if possible. The physician or other qualified healthcare provider will determine the appropriate nicotine replacement product to be provided and the duration of its use.

Contractor shall also offer assistance to employees who are tobacco users while he, she, they, or them is employed by contracted facility. This assistance shall consistently include, but is not limited to, the provision of information on the health impact of continued tobacco use, health promotion materials and/or signage, referrals to tobacco cessation programs such as the Oklahoma Tobacco Helpline, the provision of or access to FDA-approved prescription and/or non-prescription medications for the treatment of nicotine dependence when available, the delivery of evidence-based behavioral interventions for tobacco use cessation by clinicians and other healthcare professionals, and provision of appropriate follow-up to facilitate cessation intervention and prevent relapse.

Y. Contractor Certification

The Contractor, as required by 74 O.S. § 582, is not currently engaged in a boycott of goods or services from Israel. Exemptions include a contract of not more than \$100,000 and a contract with an individual.

Z. Choice of Law and Venue

This contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Any action brought to enforce the provisions of this contract shall be brought in the District Court of Oklahoma County, State of Oklahoma.

IN WITNESS WHEREOF, this contract, consisting of twenty-two (22) pages and the attached addenda, attached or referenced hereto, has been executed and delivered effective as of the date first above written.

Electronic signature page will replace this page if applicable.

CONTRACTOR

By: _____
Authorized Representative (Signature)

By: _____
Authorized Representative (Signature)

Printed Name of Authorized Representative

Printed Name of Authorized Representative

Title (Print)

Title (Print)

Please place corporate seal in above space if corporation

**STATE OF OKLAHOMA-OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND
SUBSTANCE ABUSE SERVICES**, 2000 N. Classen Blvd., Suite 2-600, Oklahoma City,
Oklahoma, 73106, an agency of the State of Oklahoma.

By: _____
Durand Crosby
Senior Deputy Commissioner

By: _____

Attest:

Attest:

☒ CFDA TITLE: Block Grants for Prevention and Treatment of Substance Abuse
CFDA NUMBER: 93.959
AWARD NAME: Substance Abuse Prevention and Treatment Block Grant
GRANT NUMBER/FAIN: B08TI083471
FEDERAL AGENCY: Department of Health and Human Services. SAMHSA
OTHER INFORMATION: SA Block Grant

Identified as: Vendor ☐ Subrecipient ☒

Special Terms and Conditions: None beyond requirements listed in the statement of work.

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of June, 2024 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 9th day of August, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Notwithstanding the provisions of Section 4 of the Agreement to the contrary, Lessee shall be permitted to operate Vehicles transporting minors subject to the following conditions:

So long as Lessee meets all requirements imposed by law, then, notwithstanding any language in the Agreement to the contrary, Lessee may utilize such leased Vehicle for the transporting of minors. Lessee shall comply with all applicable federal, state and local laws, regulations, ordinances and orders relating to the transportation of minors, including all insurance requirements. Lessee shall ensure that anyone operating a Vehicle pursuant to the Agreement will be validly licensed for the intended use of the Vehicle. Lessee shall not utilize any Vehicle in a for hire capacity wherein any passenger shall be required to compensate Lessee for any such transportation. Lessee agrees to limit such Vehicle radius within the State of Oklahoma. Lessee is not permitted to operate the leased Vehicles in Colorado, Ohio, New Hampshire, New Jersey, Pennsylvania or Rhode Island. Lessee agrees that no leased Vehicle shall be registered as or qualify to be registered as a school bus. Notwithstanding anything to the contrary herein or as set forth in the Agreement, Lessee hereby agrees that at no time shall it permit any individual under the age of eighteen to be an occupant or passenger in any leased Vehicle with a seating capacity of 11 or more including the driver.

To the extent permitted by law, Lessee agrees to indemnify, defend and hold Lessor harmless from any and all losses, damages, liabilities, injuries, claims, demands, expenses, fines, penalties and costs (including, without limitation, attorneys' fees and expenses) which Lessor may incur by reason of, or arising out of, Lessee's (i) breach or violation of the foregoing paragraphs, or (ii) performance of its services as a for-hire carrier. This indemnification is in addition to, and not in lieu of, the indemnification by Lessee set forth in the Agreement, and shall survive the termination of the Agreement and this Amendment.

Lessee will maintain, at its own cost, Automobile Liability Insurance each with limits as required by law to transport minors, but in no case less than the minimum limits of \$5,000,000. This requirement can be satisfied with a combination of an auto liability policy and an excess auto liability policy or umbrella policy.

Lessor hereby agrees to grant Lessee exclusive use and possession of the motor Vehicle during the duration of this Agreement, save as is provided for by the Agreement. Lessor shall have the right to terminate this Amendment at any time without cause, following ten (10) days prior written notice to Lessee. Lessor shall have the right to terminate this Amendment immediately with cause. Termination for cause shall include, but not be limited to, Lessee's failure to comply with any terms of this Amendment. Upon the effective date of termination, Lessee shall immediately cease all subject activities hereunder, including, but not limited to, using or operating a Vehicle in a for-hire capacity or otherwise transporting persons for hire.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

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

Norman Public Schools (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Tina Floyd

By: _____

Title: President of the Board of Education

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

AGREEMENT WITH:

COMPANY _____
 ADDRESS _____
 CITY _____ ST _____ ZIP _____

Contact: _____
 Phone: _____ DATE: _____
 Fax: _____ Internal Acct# _____
 Email: _____

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.

Lift Cyc# _____ Drive Tire Size _____ Steer _____

Make	Model	Serial	Location	PM Rate	30/60/90

Accepted By: _____ Medley Rep. _____
 Title: _____ Title: _____

Additional Units

Make	Model	Serial	Location	PM Rate	30/60/90



NPS SERVICE DIAGNOSTIC SUBSCRIPTION AGREEMENT

THIS AGREEMENT is entered into this 1st day of July 2024 between Midwest Bus Sales, Inc. (hereinafter referred to as MBS), and Norman Public Schools (hereinafter referred to as NPS). This agreement is valid through June 30th, 2025.

1. MBS agrees to provide Diagnostic Link and Cummins Insite Pro subscriptions to NPS for one year, beginning July 1st. The yearly subscription MAY be renewed on an annual basis per NPS discretion and a new written agreement.
2. In exchange for the subscription, NPS will pay MBS **\$720.00** for Diagnostic Link and **\$985.60** for Cummins Insite Pro.
3. Termination of this agreement by either party will require 60 days' written notice, delivered by certified mail.
4. NPS will be responsible for contacting either software provider's technical support in regard to any troubleshooting of programs being used.

IN WITNESS WHEREOF, this agreement is entered into the day and year first above written.

Midwest Bus Sales, Inc.

2150 SW 27th St.

El Reno, OK 73036

X 

Representative – Midwest Bus Sales, Inc.

Date: 6/14/24

Norman Public Schools

131 S. Flood Ave

Norman, OK 73069

X _____

Representative – Norman Public Schools

Date: _____

MIDWEST BUS SALES INC
2150 SW 27TH
PO Box 338
EL RENO, OK 73036
Phone: (800) 762-8916



MIDWEST

bus sales

DATE ENTERED 14 JUN 24	CUSTOMER PURCHASE ORDER: 24000052	DATE SHIPPED 14 JUN 24	DATE SOLD	INVOICE NUMBER Z020015842
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NORMAN PUBLIC SCHOOLS
131 SOUTH FLOOD
NORMAN, OK 73069
CUSTOMER ACCOUNT NUMBER: 10591

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NORMAN PUBLIC SCHOOLS
131 S FLOOD AVE
NORMAN, OK 73069

SHIP VIA UPS			SALESPERSON MICHAEL BURKE	B/L NO.	TERMS NET30	F.O.B.		
ORD	SHIP	B.O.	PART NUMBER		DESCRIPTION		NET	AMOUNT
1	1	0	020X/DIAGNOSTIC LINK		DIAGNOSTIC LINK		720.00	720.00
1	1	0	020X/3886391		CUMMINS INSITE PRO SUBSCRIPTIO		985.60	985.60
NOT AN INVOICE. DO NOT PAY.								

We appreciate YOUR business!

DISCLAIMER: All parts returns must be pre-authorized and require a Return Materials Authorization (RMA). RMA must be requested within 30 days of date of invoice. Returns are subject to a 25% restock fee. Special order and/or electronic items might not be eligible for return. Quotes are good for 30 days from date of quote. Dirty Cores must be returned within 30 days from date of sale.

PARTS	\$1705.60
FREIGHT	\$0.00
PREPAY	\$0.00
SALES TAX	\$0.00
RETAIL DELIVERY FEE	\$0.00
TOTAL	\$1,705.60

Please Remit To:

Midwest Bus Sales

PO Box 735648
Chicago, IL 60673-5648
billing@midwestbussales.com
800-447-2801

CUSTOMER SIGNATURE X



1400 Atwater Drive Malvern, PA 19355

05/24/2024

Customer:	Order Form Details:
Norman Public Schools 131 S FLOOD AVE NORMAN, Oklahoma, 73069-5463 United States	Pricing Expiration: 2/21/2024 Quote Currency: USD Account Manager: Jaclyn Harvey
Contact: Sarah Seymore Title: Director, Professional Learning Phone: (405)366-5856 Email: sseymore@normanps.org	Startup Cost Billing Terms: One-Time, Invoiced after signing Subscription Billing Frequency: Annual Sale Type: New Initial Term: 7/01/2024 – 6/30/2027

Pricing Overview	Amount
One-Time Fees	\$3,900.00
Annual Recurring Fees	\$40,510.80

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$3,900.00	\$3,900.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Learning & Collaboration Resources, unlimited usage for internal employees	7/01/2024	6/30/2025	\$40,510.80
Learning & Collaboration Resources, unlimited usage for internal employees	7/01/2025	6/30/2026	\$42,333.79
Learning & Collaboration Resources, unlimited usage for internal employees	7/01/2026	6/30/2027	\$44,238.80



1400 Atwater Drive Malvern, PA 19355

05/24/2024

Additional Order Form Information

Annual price increases will be the greater of (i) the uplift shown above or (ii) the annual increase in the Consumer Price Index ("CPI-U"). The term CPI-U shall mean the national consumer price index for all urban customers, U.S. City Average, for all items, not seasonally adjusted, with the 1982-84=100 reference base, as published in September for the 12 months ended August 31st of the year preceding the renewal term.

Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

PO Information

PO Status: Purchase order to follow

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



1400 Atwater Drive Malvern, PA 19355

05/24/2024

Invoicing Schedule	Due Date	Amount
Invoice: One Time	Upon Signing	\$3,900.00 + applicable sales tax
Frontline Implementation		\$3,900.00
Invoice: Annual		\$40,510.80 + applicable sales tax
Learning & Collaboration Resources, unlimited usage for internal employees		\$40,510.80
Learning & Collaboration Resources, unlimited usage for internal employees		\$42,333.79
Learning & Collaboration Resources, unlimited usage for internal employees		\$44,238.80



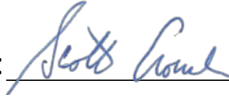
1400 Atwater Drive Malvern, PA 19355

05/24/2024

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.

Frontline Technologies Group LLC dba Frontline Education	Norman Public Schools
Signature: <u></u>	Signature: _____
Name: <u>Scott Crouch</u>	Name: _____
Title: <u>VP Financial Operations</u>	Title: _____
Address: <u>1400 Atwater Drive</u>	Address: <u>131 S FLOOD AVE</u>
<u>Malvern, PA 19355</u>	<u>NORMAN, Oklahoma 73069-5463</u>
Email: <u>billing@frontlineed.com</u>	Email: _____
Effective Date: <u>May 29, 2024</u>	



Frontline Education

Implementation Services

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Introduction

Frontline Education offers a complete customer experience, with professional resources to collaborate with your project team during the implementation. Frontline uses a three-part method to provide a lasting solution that helps Clients achieve their strategic objectives.



Implementation: Frontline will collaborate with the Client leadership and project personnel to grasp the strategic objectives of the project. Client will apply Frontline proven methods for carrying out the solution whenever feasible.

Learning & Capability Building: Frontline provides a mixed learning approach for clients. By combining independent learning and interactive working sessions, Frontline has an effective way of making sure the successful enablement of Clients.

Change Enablement: With all changes, it is necessary to manage that change effectively within your organization. Frontline offers a Change Management plan for their Clients to successfully communicate, manage, and monitor the adoption of the Frontline system.

Project Governance

Project Planning

Frontline understands that effective project planning lays the foundation for a successful implementation and is vital to reducing risk. We develop detailed project plans for every implementation that establish objectives and outcomes with a clear schedule of deliverables for both Frontline and client stakeholders for each stage of the project.

Upon initiation of the project, Frontline will work with the Client project leaders and other key stakeholders to identify and document all key project components and project team members. As detailed below, various stakeholder and work groups will be established and will work collaboratively to refine and finalize project plans for each program component including all timelines and milestones.

Governance Objectives

A strong governance structure overlays roles and responsibilities to the project management plan, providing complete transparency regarding who will do what and when. Frontline has embedded procedures within our implementation methodology, so that defined controls alert the key stakeholders if problems arise or if scheduled targets are missed. Having this risk management capability, at the highest levels of the project, provides assurance that there is a system of checks and balances, and that the teams are meeting expectations.

Project Governance Methodology

Our team will provide ongoing monitor and control activities and deliverables for the duration of the project to keep the project on track. These activities provide a view into the health and progress of the project so that management can take effective, efficient, and timely actions when the project's performance deviates from the plan or when a proactive measure to manage risks is required.

Risk & Issue Management

The Risk and Issue Management Plan processes help to identify risks to the project, how those risks may be responded to and how mitigation plans can be outlined and controlled. Examples of risk include loss of a critical resource, technology changes, dependence on a third party, project sponsorship or management changes.

Project Team – Roles & Responsibilities

A strong Project Team will be integral to the successful management of this project. The team structure will align appropriate levels of Frontline managers and consultants to your management team and staff in a manner proven effective in other large-scale implementation projects.

Frontline's recommended team structure - outlined below - identifies the type of personnel that are commonly involved with the project. It should be anticipated that other personnel will be involved based on the client organizational structure and on an ad-hoc basis to provide specific insights, knowledge or support as the project moves through its different phases.

Frontline - Executive Sponsor

The Client will be assigned an Executive Sponsor – from the Frontline executive leadership team – to liaise with your senior leadership, act as project champion, and drive overall success of the program.

The Executive Sponsor will provide focus and oversight to the project while building the executive relationship between Client and Frontline and will participate in Executive Steering Committee meetings to review project progress, and significant risks and issues as needed.

Frontline - Project Manager

An implementation project management resource will be assigned to coordinate all planning, communication, scheduling, risks, project reporting and ensure project success.

- Acting as the day-to-day point of contact for the Client project team to ensure on-time delivery of the Frontline project deliverables

- Managing the implementation project plan and project dashboard for ongoing project status reporting, and conducting recurring Project Status Meetings
- Partnering with Client project team to track risks, issues, action items, and key project decisions
- Managing and tracking project scope change requests
- Partnering with the Client project team to develop on the training schedule and change management plan

Frontline - Implementation Consultants

Implementation consultants will provide subject matter expertise and will serve as the primary point of contact for all functional and system configuration work, lead consulting and training activities, as well as become the primary means of support during the initial go-live period.

Implementation Consultants responsibilities include:

- Partnering with Client in conducting Discovery and Requirements Gathering sessions
- Conducting configuration, consulting, training, and work sessions as defined by the project plan
- Review data templates with the client and explain expected data.
- Partner with the client and provide consistent and timely validation of the data provided to ensure it meets the minimum requirements for import.
- Provide data errors in an organized format, indicating which data points are non-compliant and require additional review/correction.
- Online training and consultation will be provided to show the client how to maintain data on an ongoing basis after the initial import.
- Partnering with the Client project team to perform unit testing and UAT as defined by the project plan
- Providing support following go-live and transition to Frontline Support through the Support Handoff meeting

Frontline – Strategic Consultants

Strategic Consultants engage in multi-solution implementations. The Strategic Consultant will work with the Client to determine strategic goals for the Frontline solution, review current processes for redundancy and waste, and make strategic process driven recommendations to achieve overall district objectives.

Client - Executive Sponsor

The Executive Sponsor provides focus and oversight to the project while building the executive relationship between Client and Frontline, ideally Superintendent, Assistant Superintendent of HR, CFO, etc.

The Executive Sponsor will work with all relevant parties to expedite and resolve issues that require the highest executive level involvement, such as contract amendments and scope adjustments. The Executive Sponsor will serve as project champions to promote the visibility and credibility of the Program.

- Provides leadership and promotes project goals within organization ensuring necessary resources are available
- Participates in Executive Sponsor meetings with Frontline Executive Sponsor/Steering Committee to review project progress, and significant risks and issues as needed
- Serves as a point of escalation beyond the Client Project Manager, if needed.
- Promotes Organizational Change Management in support of project success

Client - Project Manager

The Client Project Manager will oversee the implementation and execution of all project-related activities, while ensuring the successful completion of each phase and related activities to reach the project milestones successfully.

Additional responsibilities include:



- Acts as the primary project contact responsible for client-side communications, scheduling, deliverable tracking and advancing the project according to plan
- Works collaboratively with Frontline Project Manager to ensure that the project remains on track and risks are identified and mitigated early
- Ensures timely completion of Client project tasks and action items as identified by Project Plan
- Partners with Frontline Project Manager and project teams to track risks, issues, action items, and key project decisions., and works collaboratively with the Frontline Program Director to mitigate risks and resolve issues
- Partners with Frontline Project Manager on Project Change Management Plan, cascading project communications to the Executive Sponsor, Client project team and project stakeholders
- Partners with Frontline Project Manager on training schedule, identifying attendees, availability, and attendance for training sessions

Client - Implementation Process Owners

Working closely with the Frontline Implementation Consultants, the business process experts will be responsible for the following:

- Define organizational policies and answering policy-based questions and or clarifications
- Understands business requirements and can provide guidance about the future direction of the business area
- Responsible for identifying business impacts and deciding on configuration options in a timely manner
- Provides and coordinates functional support after the project go-live

Client - Functional and Subject Matter Experts

Working closely with the Frontline Implementation Consultants the subject matter experts will be responsible for the following:

- Provide specialist business process knowledge
- Responsible for configuration decisions and execution of test scenarios
- Ensure configuration and supports business impacts review
- Responsible for data validation

Client - System Administrator(s)

Working closely with the Frontline Implementation Consultants the system administrators will be responsible for the following:

- Responsible for day-to-day operations, upkeep of system, and user management.
- Create/edit/delete new records, packets, and forms
- Sending/tracking/completing forms
- It is necessary to include functional area system owners (e.g., recruiting, hiring and onboarding, compensation, time and attendance, etc.) who can define current policies, processes, and business needs
- Timely completion of project tasks and action items in support of the project plan and schedule
- Partners with IT Department and Frontline Consultant to verify data imports and data exchange
 - Provide named resource(s) responsible for data extraction.
 - Data must be provided using Frontline's standard templates.
 - The client will extract the data in the format requested, or work with their current vendor to extract the data.
 - If the client cannot generate the data based on the specification, there is no guarantee that Frontline Education staff will be able to import it.
 - It is the responsibility of the client to have reviewed the content of the data before sending to Frontline.
 - The district will work with Frontline Education to map any data that does not match a dropdown/look-up value in Frontline.



- Any data transformation will be the responsibility of the client. This includes merging data sets, reformatting data, breaking apart or combining fields or removal of duplicate records.
- Once the data has been imported, the client will review the data as it exists in the system for accuracy. If any discrepancies are found between what was sent and what was imported, Frontline will research and provide resolution or feedback. Once the data imported is deemed accurate, the client will provide sign-off.

Client - IT Department

Working closely with the Frontline Team the Client technical team will system administrators will be responsible for the following:

- Maintain user access, security, and workflow
- Ensure Frontline Education domains/IP addresses have been incorporated into any firewalls and/or spam filters
- Responsible for updating whitelist from Frontline
- Provide technical support in instances where local network/technology configurations impact usage of our solutions
- Engage with 3rd party vendor and manage the relationship for data transfers
- Work with the 3rd party vendor directly to provide Frontline with clearly defined specifications for data files
- Act as "subject matter expert" for all data content questions from Frontline representatives.
- Coordinate testing of files with the 3rd party vendor.
- Provide any SFTP credential information back to the vendor or facilitate the transfer of the data directly to the vendor.
- Subject Matter Expert for the implementation – including requirements, testing and go-live Support (as needed)

Scope of Work

Overall System Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities.

The system is collaboratively designed and built out over the course of multiple configuration calls and follow up actions. Natural spaces are planned in the project cadence for review and acceptance of configuration for individual data elements and pieces of functionality. Reference materials with step-by-step walk throughs are provided to help validate system is functioning to accomplish desired goals. Final User Acceptance Testing materials are provided to help both the Frontline and Client project teams walk through and ensure integrity of system configuration as planned.

Frontline Solution	Configuration Scope	Client to Provide
Frontline Professional Growth – Learning & Collaboration Resources	<p><u>User Provisioning</u>: Frontline will provision users provided by the Client in the initial import.</p> <p><u>District Demographics</u>: Frontline will import demographics (ex. Buildings, Departments, etc.) provided by the Client within the initial import. Implementation Consultant will train client on adding additional items.</p> <p><u>Roles & Permissions</u>: Frontline establish default permissions / roles with the Client.</p> <p><u>Canvas Integration</u>: Frontline will provide up to (2) one-hour virtual sessions on</p>	<p><input type="checkbox"/> Completed template for User Roster</p> <p><input type="checkbox"/> Completed template for District Demographics</p>



	<p>importing and managing Canvas and/or SCORM courses.</p> <p><u>Custom Courses:</u> Frontline will provide a (1) one-hour virtual session on how to create a custom course using the Learning Designer Tool.</p> <p><u>Data Imports:</u> (1) Initial data import to include data listed below. After each data import, data must be maintained/updated/added manually in Frontline until the system is live (dual maintenance).</p> <ul style="list-style-type: none"> o (1) Initial User Roster o (1) District Demographics <p><u>Reporting:</u> Learning & Collaboration Resources comes with comes with standard System Reports providing basic information, such as the following:</p> <ul style="list-style-type: none"> o Online course / Resource Completion Reports o User/Building/District Information Reports o Activity Alignment Report <p><u>Data Transfer:</u> Data Transfer abilities exist within Frontline Education solutions that are configured and setup as either a flat file transfer or an export/import into an applicable vendor system. Client can create a report and Frontline will assist with enabling (1) data transfer. Specific examples of configurable data transfers include:</p> <ul style="list-style-type: none"> o Data Transfer to Frontline Education Solutions - User Rostering/Updating o Data Transfer to Featured Partners – for a complete list of our Featured Partners, please refer to: https://www.frontlineeducation.com/Partners/Find_a_Partner 	
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Project Timelines

Based on Frontline experience with Implementing the solution, below is a high-level estimated project timeline and order of implementation. After the Kickoff call, the Frontline project team will work with the Client to finalize an agreed upon timeline and order of importance based on Client goals.

Client should be thinking about various scenarios that may impact the timeline and be prepared to share with the Frontline project team during Kickoff. Examples are:

- o School vacation weeks – Client project staff unavailable to work on the project
- o Planned leave of absences for Client project staff
- o Availability of Client project staff during contract renewal season, back-to-school staffing season, etc....
- o The availability of resources to work on each solution - is it possible to run them at the same time since there are different project leads for each implementation, or are there project leads who would handle more than one of the implementations

Frontline will kickoff the overall project within seven (7) business days of contract signature.

Phase	Projected Start Date	Projected End Date
Kickoff	Contract + 7	Contract +7
Strategic Goal Setting / Requirements Gathering	Kickoff +14	+3
Frontline Central Kickoff – Go Live	After completion of Goal Setting	8-10 weeks Discovery to Go-live
HRMS Kickoff – Go Live	After FC Go-live	6 months Discovery to Go-Live
Absence Management Kickoff – Go Live	After HRMS Go-live	6-8 weeks Discovery to Go-live
Time & Attendance Kickoff – Go Live	After Absence Go-live	10-14 weeks Discovery to Go-live
Recruiting & Hiring Kickoff – Go Live	After Time & Attendance Go-live	8-10 weeks Discovery to Go-live
Professional Growth Kickoff – Go Live	After T&A Go-live	6-8 weeks Discovery to Go-live
HCA Kickoff – Go Live	After solutions Go-live	1 week from Kickoff to Go-live
3 rd Party Data Transfers	Handled within each solution	Complete within 120 days of Kickoff

Project Scope Changes - Change Orders

Frontline shall perform the services specified in this SOW. Any other services or changes identified by the parties will require a duly executed Change Order. If the parties mutually agree to change this SOW, then, Frontline will create a Change Order documenting the change in Statement of Work, additional (or exchanged) services to be delivered and resources required, any changes to the project plan and/or deliverable dates (if applicable), and additional estimated fees (if applicable).

Both parties must properly execute the Change Order before any resources will be assigned or any additional/changed services will be performed.

Change Orders may be executed based on substantial and material changes including, but not limited to, any of the following areas:

- Request to delay the Planned Go Live, 30 days or more from the original date
- Changes to the requirements once configuration has begun
- Additional requirements identified after signoff on Discovery
- Changes to decisions made by the Client that require rework or otherwise affect deliverables
- Changes to client team leading to the need for a pause in implementation, additional training, rework and/or changes to requirements

Steps to the Change Order Process: Project Scope Change Request Form

- Identify the change of scope
- Document the change
- Analysis of the change
- Submission to Frontline and Client Executive Sponsors
- Executive Sponsor review
- Executive Sponsor approval / denial

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education have planned timelines based on presumed effort and availability of client resources. Time and effort will vary depending on actual availability and effort required to collect data and complete data entry and validation.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Some dual entry will be required during the transition from Legacy system to Frontline system. The amount will depend on decisions made regarding the transition.
- Data will only be loaded once, and delta files will not be used to update existing data
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Completion Criteria

- Frontline will make deliverables available to the Client for review and acceptance in accordance with the Implementation Plan timeline.
- Client will provide an adequate number of resources to review Deliverables to confirm conformity in all material respects based on mutually agreed upon requirements and specifications
- Client will provide written notice of acceptance or rejection within ten (10) business days of delivery.
- Deliverables which are not rejected by the Client within the above time frame shall be deemed accepted.



- During final sign-off, Client will approve of the work completed and Frontline will make the Production Environment live.



Book	Policy Manual
Section	4000 - Students
Title	School Personnel Digital and Electronic Communications with Students
Code	
Status	Proposed

SCHOOL PERSONNEL DIGITAL AND ELECTRONIC COMMUNICATIONS WITH STUDENTS

I. Purpose

This policy addresses all forms of group or one-on-one electronic and digital communication (including, but not limited to, email, texting, instant messages, direct messages, social media messages, messages sent through software applications, etc.) between any District employee and students. This policy outlines the District's expectations regarding school personnel's direct digital and electronic communication with students by requiring any such direct communication with students to include the student's parent or guardian.

II. School Personnel

School personnel includes teachers, coaches, administrators, school bus drivers, support personnel, or any other persons employed full-time or part-time by the District.

III. Policy

Pursuant to Oklahoma law, school personnel engaging in electronic or digital communication with a student must include the student's parent or guardian in the communication, unless the communication is on a school-approved platform and is related to school and academic matters. In the case of an emergency where other parties cannot be immediately included on digital or electronic communications, the student's parent or guardian shall be subsequently notified of the communication as soon as possible.

Prior to the start of the school year, the District shall compile a list of approved digital platforms for communications between District personnel and students. Such platforms will automatically include in the messaging parents or guardians who opt in. The list will be posted on the District website and distributed to District employees. These sanctioned platforms are the only appropriate method for District personnel to communicate directly with students. Outside these platforms, school personnel must affirmatively include a parent or guardian in the text message, email or other electronic communication. Failure to do so is a violation of the law and this policy.

IV. Violations

School personnel reported to be engaging in unauthorized communications with students through digital or electronic platforms shall be placed on administrative leave while the District investigates the incident and notifies the Board of Education. If the investigation results in a finding that no misconduct occurred, the school personnel shall be reinstated, and the incident shall be noted in the employee's personnel file. If the investigation finds misconduct occurred, the employee shall be disciplined according to the District's policy, up to and including termination of employment. Additionally, the incident shall be reported to law enforcement.

V. Reporting

Students who receive communication from school personnel in violation of this policy are encouraged to report it to a teacher, site principal or other District official. School personnel who suspect, recognize, or encounter digital or electronic communications between a student or staff member that does not include a parent or guardian, or otherwise violates this policy, must report it immediately to their supervisor, the Superintendent, or other District official.



Book	Policy Manual
Section	4000 - Students
Title	Intra-District Transfers
Code	
Status	Proposed

INTRA-DISTRICT TRANSFERS

Under certain circumstances, Oklahoma law allows students that reside in a school district to transfer from their assigned site to any site within the district, also known as an intra-district transfer. By the first day of January, April, July and October of each year, the board of education shall establish the number of intra-district transfer students the district has the capacity to accept in each grade level for each school site within the district. Once established, the intra-district capacity numbers will be posted in a prominent place on the school district website and shall be reported to the State Department of Education.

An intra-district transfer may be requested at any time in the school year, unless the grade level of the receiving school site has reached capacity. If the capacity at a grade level is insufficient to enroll all eligible students, the school district shall select intra-district transfer students based on the following preferences and then in the order in which the intra-district applications were received:

This policy applies to students who reside within the school district and creates an enrollment preference and reserve capacity for:

1. Students who reside in the school site boundary;
2. Students who attended the school site the prior school year;
3. Siblings of students who are already enrolled at the school site;
4. Children of school district employees who wish to attend a different school site within the school district; and
5. Students who change residence within a school district and who wish to attend the same school site.

An intra-district transfer may be requested at any time in the school year. State law limits the ability of a student to transfer to other school sites within the school district where the student resides to no more than two (2) times per school year. Exceptions to this limit exist for students in foster care. A student is legally entitled to re-enroll at any time in their school district's site of residence.

Any sibling of a student who transfers may attend the school district to which their sibling transferred as long as the school district has capacity in the grade level and the sibling does not meet a basis for denial as listed below. A separate application must be filed for each student so that the district can timely consider requests in the order applications are received.

The child of a school district employee who resides in the school district but wishes to attend a different school site within the school district where the student resides may be granted an intra-district transfer if the student does not meet a basis for denial as listed below.

It is the policy of the board of education that any legally transferring student shall be accepted by the district under the following circumstances:

1. The district has the capacity to accept the student at the grade level at the school site;
2. The transferring student has not been disciplined for:
 - a. violation of a school regulation,
 - b. possession of an intoxicating beverage, low-point beer, as defined by Section 163.2 of Title 37 of the Oklahoma Statutes, or missing or stolen property if the property is reasonably suspected to have been taken from a student, a school employee, or the school during school activities, or
 - c. possession of a dangerous weapon or a controlled dangerous substance while on or within two thousand (2,000) feet of public school property, or at a school event, as defined in the Uniform Controlled Dangerous Substances Act.
3. The transferring student does not have a history of absences. "History of absences" means 10 or more absences in one semester that are not excused for the reasons provided in 70 O.S. § 10-105 or due to illness.

The district will approve or deny the application and notify the parent of the student of the determination in writing within thirty (30) days of receiving an application. The school district shall enroll transfer students based on the preferences outlined above and then in the order in which they submit their applications. If the number of student transfer applications exceeds the capacity of the district, the district shall select transfer students based on the preferences outlined above and then in the order in which the district received the application.

LEGAL REFERENCE: 70 O.S. Section 8-114.



Book	Policy Manual
Section	2000 - Administration
Title	Copy of Fiscal Management
Code	2006
Status	
Last Revised	September 11, 2023
Prior Revised Dates	03/05/2012; 04/16/2012; 08/05/2013; 01/26/2015; 02/22/2016; 04/02/2018; 9/21/20; 1/10/2022; 5/8/2023

FISCAL MANAGEMENT

The quantity and quality of learning programs are directly dependent on the funding provided and the effective, efficient management of those funds. It is essential that the Board of Education take specific action to make sure education remains central and that fiscal matters are sound and contribute to the educational process.

I. General Fund Balance

- A. It is the goal of the Board of Education to achieve and maintain a minimum fund balance in the General Fund of 5% of the current year's total revenue collections.

An adequate fund balance is necessary for the following:

1. Payment of summer payroll warrants (July and August) for the twelve-month contracted employees;
2. Payment of unforeseen unbudgeted items;
3. Funds needed for emergencies;
4. Prevention of interest-bearing warrants.

B. Building Fund Balance

1. It is the goal of the Board of Education to achieve and maintain a minimum fund balance in the Building Fund of 35% of the current year's total revenue collections.
2. An adequate fund balance is necessary for the following:

Payment of maintenance salaries and/or contracted services for the six-month period prior to receipt of ad valorem tax revenue; payment of building operational expenditures for the six-month period prior to receipt of ad valorem tax revenue; payment of unforeseen/unbudgeted items; funds needed for emergencies.

II. Purchasing Policy

The Board of Education authorizes the administration to purchase materials, supplies, equipment and services for the District. Purchasing procedures will be used to obtain supplies, equipment, materials and services of acceptable quality at the lowest possible price and within acceptable time frames. The following guidelines and procedures will be used for purchasing:

- A. All bids received will be considered. In case of equal bids, the local vendor will be given preference.
- B. Employees of Independent School District No. 29 are not permitted to make purchases for personal use through any fund of the District, including the school activity fund.
- C. The Board of Education shall designate employees with authority to make purchases against indicated school appropriations with indicated maximum authority per purchase. Only those employees designated by the Board shall have authority to obligate the funds of the District.
- D. As specified in state law, no contract will be made between the District and any member of the Board of Education or any business interest associated with a Board member (Reference: 70 O.S. §5-124).
- E. Board members and/or District employees shall not allow out-of-state travel expenses for non-school related activities to be paid for or provided by a vendor or a potential vendor.
- F. Employees of contractors used by the District shall be subject to state statutes regarding convictions of felony offenses (70 O.S. §6-104.48). Contractors will be required to sign a statement declaring that no employee working on school premises is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act. Felony searches may be conducted in accordance with state statute (70 O.S. §5-142).
- G. The District may join a cooperative buying group in order to obtain access to group pricing. Such membership may not be used to satisfy statutory requirements for the procurement of goods or services by competitive bid (70 O.S. §5-117(12)).

III. Purchasing Procedures

The purchasing procedures are applicable to all district activities including those involving activity funds. The procedures apply to expenditures for construction or for purchase of materials, supplies, equipment or services, as set forth in 70 O.S. §5-123, and 61 O.S. §101-137.

A. Areas of Authority

1. Board of Education

The Board of Education shall approve Board operating policies defining the area and scope of operations of the purchasing system. In addition to this, they shall:

- a. Give prior approval for expenditures for one specific item or multiples of the same item in excess of \$50,000.
- b. Give approval for routine annual expenditures prior to the issuance of the specific purchase orders involved. This would include but not be limited to recurring annual expenditures such as textbooks and testing.
- c. Accept those purchase orders, which are presented on a monthly basis. The business cycle cut-off date shall be the close of business on the Monday preceding the regular monthly Board meeting.
- d. Review audits by competent outside authorities to assure compliance with established Board policies related to purchasing.
- e. Refer questions or inquiries pertaining to the Purchasing Department by interested persons to the Chief Financial Officer or the Director of Purchasing Services.
- f. Question specific situations brought to their attention to secure adequate factual explanations of circumstances surrounding the purchasing, receipt of materials and supplies, services and equipment required by the District.

2. Superintendent of Schools

The Superintendent of Schools shall administer the policies of the Board of Education as they pertain to purchasing. In addition, he/she shall:

- a. Require that efficient business practices govern the purchasing of all materials, supplies, services and equipment required in the operation of the District.

- b. Ensure that established Board of Education policies are put into effect.
- c. Initiate administrative practices and procedures which when implemented shall efficiently fulfill the educational objectives of the school system.

3. Chief Financial Officer

The Chief Financial Officer shall administer the practices and procedures established to implement the policies of the Board of Education. He/She shall discharge all responsibilities delegated by the Superintendent pertaining to purchasing. He/She shall coordinate the purchasing activities and their relationship to the entire business function. He/She shall supervise the Director of Purchasing Services. In addition, he/she shall:

- a. Give prior approval for expenditures from the student activity fund for any single item or multiples of the same item in excess of \$10,000.
- b. Determine that all statutory requirements are observed and complied with in all the purchasing procedures.
- c. Recommend changes in policies, practices or procedures to the Superintendent.
- d. Authorize the payment of invoices that do not exceed the original purchase order amount by more than ten percent (10%) or fifty dollars (\$50), whichever is greater, shipping excluded.
- e. Accept the recommendation for use of a specific vendor, when that recommendation comes from a duly contracted Professional Service vendor, by virtue of their expertise in such situations. The recommendation shall preclude quotes in the verbal or written threshold, but shall not preclude quotes in the sealed bid threshold.

4. Director of Purchasing Services

The Director of Purchasing Services shall administer the purchasing procedures and practices for all purchasing activities of the District including all E-Rate services and materials. He/She shall identify and recommend changes in policies or procedures to the Chief Financial Officer. He/She shall supervise District personnel who are responsible for committing the District to the purchase of materials, equipment, supplies and services within designated dollar limits. In addition, he/she shall:

- a. Receive the requisitions submitted by District personnel and review those for adherence to Board policy. (See Section VIII. which follows.)
- b. Create purchase orders from approved requisitions.
- c. Review purchasing activities, records and documentation for appropriateness and compliance with policies, procedures and acceptable purchasing practices.
- d. Participate with using departments in the development of specifications and service improvements and resolving supply problems.
- e. Determine the proper receiving station at the time of issuance of a purchase order and assign shipment to that receiving station.

B. Vendor List

The District will maintain a vendor list. Any vendor may be added to the list and receive an invitation to bid for the products which he/she sells.

A vendor may be removed from the bid list for unsatisfactory performance.

C. Acceptance of Bids

Bids for anticipated purchases in excess of \$100,000 shall be submitted on approved documents in a sealed envelope marked with the firm name, bid name, the bid opening date and the bid opening

time. Bid opening time shall be defined as that specified time valid bids must be in the hands of the Director of Purchasing Services located in the Norman Public Schools Administrative Services Center, 131 South Flood, Norman, Oklahoma 73069. If a bid is received after the stated bid opening time, it shall be returned to the sender unopened. No attempt will be made to provide special internal mail service for such documents.

Each prospective bidder shall be furnished a copy of the bid documents for the proposed items. The prepared bid proposal blanks and the invitation to bid sheet are to be returned to the Purchasing Department on or before the time specified for bids to be returned. The public opening of bids shall be the time designated under the conditions of the bid.

A tabulation of bidders will be made prior to the time purchase orders are authorized and issued. Supporting data shall be made accessible to qualified bidders in those instances where there is a best bid or a low bid meeting specifications. The complete tabulation of bids will be available for inspection at the office of the Director of Purchasing Services. The Board of Education shall reserve the right to reject any or all bids or quotations and to waive any irregularities.

Any bidder may make inquiry concerning the award or decision to award a contract by submitting an inquiry in writing to the Director of Purchasing Services no later than ten (10) days after the award is made. The Director of Purchasing Services will review the inquiry and reply to the bidder within five (5) days.

D. Protest Procedures

1. Any actual or prospective bidder, offerer, or contractor who considers himself to have been aggrieved in connection with the solicitation, evaluation, or award of a contract by Norman Public Schools may formally protest to the CFO of the district. Such protests must be made in writing and received by the CFO of Norman Public Schools. The protesting party must mail or deliver copies of the protest to the Norman Public Schools, the State Agency, and other interested parties.
2. In the event of a timely protest, the district shall not proceed further with the solicitation or award of the contract.
3. A formal protest must be sworn and contain:
 - a. A specific identification of the statutory or regulatory provision that the protesting party alleges has been violated.
 - b. A specific description of each action by Norman Public Schools that the protesting party alleges to be a violation of the statutory or regulatory provision that the protesting party has identified.
 - c. A precise statement of the relevant facts.
 - d. A statement of any issues of law or fact that the protesting party contends must be resolved.
 - e. A statement of the argument and authorities that the protesting party offers in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to the State Agency and all other identifiable interested parties.
4. The district may settle and resolve the dispute over the solicitation or award of a contract at any time before the matter is submitted on appeal. The district may solicit written responses to the protest from other interested parties.
5. If the protest is not resolved by mutual agreement, the School District shall issue a written determination that resolves the protest.
 - a. If the district determines that no violation of statutory or regulatory provisions has occurred, then the district shall inform the protesting party, the State Agency, and other interested parties by letter that sets forth the reasons for the determination.
 - b. If the district determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has not been awarded, then the district

shall inform the protesting party, the State Agency, and other interested parties of that determination by letter that details the reasons for the determination and the appropriate remedy.

c. If the district determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has been awarded, then the district shall inform the protesting party, the State Agency, and other interested parties of that determination by letter that details the reasons for the determination. This letter may include an order that declares the contract void.

6. The district shall maintain all documentation on the purchasing process that is the subject of a protest or appeal in accordance with the retention schedule of the district.

E. Classification of Vendors

Vendors shall be classified as follows:

1. Local—A local vendor is a vendor of materials, supplies, services or equipment who maintains a distributing, manufacturing or processing facility within the confines of Independent School District No. 29 and who occupies real property appearing on the ad valorem tax rolls of the District.
2. State—A state vendor is a vendor of materials, supplies, services or equipment who maintains a distributing, manufacturing or processing facility within the confines of the State of Oklahoma but outside of Independent School District No. 29.
3. State of Oklahoma State Contract Vendors—A State of Oklahoma contract vendor is a vendor of materials, supplies or equipment who holds a State of Oklahoma State Contract through the Department of Central Services.
4. Other—An other vendor is a vendor of those materials, supplies or equipment who does not qualify under the above three definitions.

The District must diligently pursue purchasing materials, supplies, services and equipment required by the educational program from the vendor who offers products conforming to purchase specifications and whose total price for such products is the lowest of those approved vendors submitting quotations.

The 'total price' shall be defined as that quoted for the quantity offered for bid in accordance with the published terms delivered to the address or addresses indicated.

In that instance where one or more vendors shall offer materials, supplies, services or equipment at an identical 'total price', preference shall be given such vendors in the following order:

Preference	Vendor Classification
First	Local
Second	State
Third	State Contract Vendors
Fourth	Other

In those instances where two or more vendors who are judged to belong in the same classification shall submit identical quotations for the same item, it shall be the administrative responsibility of the Director of Purchasing Services to select that vendor who shall be awarded the purchase contract based upon consideration of each vendor's past performance such as meeting delivery deadlines, product warranties and meeting specifications. If the past performance of the vendors is equal, then the selection shall be by means of a chance drawing conducted by the Director or Purchasing Services and witnessed by those vendors affected provided they express a desire to be present.

F. Requirements for Issuance of Purchase Order

Any material, supplies, service or equipment requested by a duly authorized employee of the Board of Education on a purchase requisition, shall be purchased by the Purchasing Department as restricted by Section VIII provided that the following limitations are complied with:

1. Funds exist in the current year's approved budget.

2. Proper budgetary assignment of the charge incurred by the purchase shall have been made. Purchase of any material, supplies, services or equipment obligating the Board of Education shall be made only upon issuance of a standard purchase order or a blanket purchase order. Exceptions: petty cash purchases.

G. District Credit Card / Purchase Cards

Board of Education authorizes the Superintendent, Chief Financial Officer, and Director of Purchasing Services to obtain a District credit card for use towards payment of services and/or products in certain circumstances. If a purchase is deemed best value or sole source, but the vendor does not accept purchase orders, then the district credit card may be used to make the purchase. Travel and/or registration expenses for staff may also be secured with the District credit card.

H. Authorization to Purchase

Consistent with provisions of 61 O.S. 200 §102 an expenditure of more than \$100,000 for the purpose of making any public improvements or constructing any public building or making repairs to or performing maintenance on the same shall be made only upon submission of sealed proposals and shall be awarded to the lowest responsible bidder.

Other statutory limitations imposed by duly constituted authorities shall be complied with when executing purchase contracts. Employees are prohibited from signing any personal guaranty.

Purchases for all funds except Child Nutrition shall be made as follows:

1. In excess of \$100,000:

Vendors shall be given the opportunity to submit sealed bids covering a purchase of one specific item or multiples of the same item having an estimated total price in excess of \$100,000. This provision includes purchases from school activity accounts.

Any (1) one item or multiples of the same item over \$100,000 will be competitively bid with the following exceptions, when it is most advantageous for the district:

Exception #1 – Roofing: A special exception will be made for roofing projects to utilize the OMES (Office of Management and Enterprise Services) statewide contract when available. Other than the Competitive Bid Act process by the district, the state OMES contract is the only option available for roofing projects. All other construction or improvement to real property bids over \$100,000 will be bid in compliance with the Competitive Bid Act.

Exception #2 - Buses: A special exception to the bid threshold will be made when purchasing one or multiples of the same bus. Other than competitive bid by the district, the state contract is the only option available for these purchases provided the bus(es) and the price list for the bus(es) being purchased are on file with the State Board of Education.

Exception #3 – Other statewide or cooperative purchasing contracts: A special exception will be made for purchases made utilizing a statewide or cooperative purchasing contract where vendors have been selected by a competitive process.

2. Between \$3,000 and \$99,999:

A purchase of one specific item or multiples of the same item having an estimated total price in excess of \$50,000 shall be made only upon prior approval of such purchase by the Board of Education. Exception: payment on utilities, gasoline, district insurance and similar continuing contractual obligations and purchases from activity accounts.

A purchase from school activity funds of one specific item or multiples of the same item having an estimated total price in excess of \$10,000 shall be made only upon prior approval of the Chief Financial Officer.

Vendors shall be given the opportunity to submit written quotations covering a purchase of

one (1) specific item or multiples of the same item having an estimated total price in excess of \$3,000 but less than \$100,000. Quotes from three (3) representatives of reliable vendors are required. Awards of such items normally shall be made to the lowest responsible quotation. This provision includes purchases from school activity funds. The written quotations must be submitted to the Business Office with the signed purchase requisition. Exception: Written quotations for purchases from activity funds must be received in the Business Office prior to approval of the purchase requisition.

3. Between \$75 - \$2,999:

Purchases of less than \$3,000 may be made without verbal quotations by vendors. This provision includes purchases from school activity funds. Written quotes are not required at this threshold, but as purchase decisions are made, the expectation remains that we will obtain the best product for the best price.

4. Between \$1 - \$74:

A purchase of one (1) specific item or multiples of the same item having an estimated total price of less than \$75 can be purchased using authorized petty cash funds. Petty cash is intended for small cash expenditures such as postage, freight, or express charges not typically payable with a purchase order. Petty cash is not intended to be used for personal reimbursements.

5. Personal reimbursements may involve instances where a purchase order to a vendor cannot be used. Personal reimbursements should be avoided for items that can be encumbered to a vendor. To ensure that the items meet purchasing guidelines and budget is available, purchase orders for personal reimbursement should be in place before expenses are incurred.

Personal purchases are discouraged due to the addition of sales tax. The additional cost of the sales tax may impact the value of the item purchased and may not be reimbursable to the buyer. The following are examples of allowable expenses for personal reimbursement: (a) travel-related expenses, (b) purchases with businesses who do not accept purchase orders, (c) online sites that do not accept purchase orders, (d) professional development materials purchased while attending conferences.

6. Purchases of same items are not to be divided in order to circumvent the approved dollar limitations. Quantities of the same item are to be consolidated into a single purchase request whenever possible.

7. Adequate records to substantiate all purchase transactions shall be maintained by the Purchasing Department or, in the case of purchase from activity funds, by the Business Office.

8. Summary of Quotations and Approval Requirements:

Final District Level

<u>Amount</u>	<u>Fund</u>	<u>Approval</u>	<u>Quotation Type</u>
\$100,000	General	Board of Education	Sealed Bids
\$100,000	Activity	Chief Financial Officer	Sealed Bids
\$50,000+	General	Board of Education	Written Quotation
\$10,000+	Activity	Chief Financial Officer	Written Quotation
\$3,000-9,999	General	Dir. of Purchasing	Written Quotation
Up to \$3,000	General	Dir. of Purchasing	None
Up to \$75	Petty Cash	Accounting Coordinator	None

9. The Board authorizes the Superintendent or his/her designee to approve emergency expenditures in excess of \$50,000 after consultation with members of the Board. The limitation placed by emergency requirements shall be considered, but every effort shall be made to secure competitive quotations

IV. Federal Procurement

- A. **General Procurement Standards** (2 CFR 200.318 – 200.327) Procurement activities shall adhere to all applicable federal laws, regulations, and guidelines governing procurement practices. These regulations include, but are not limited to, the Federal Acquisition Regulation (FAR) and the Uniform Guidance (2 CFR Part 200), and other pertinent federal statutes.
- B. **Davis-Bacon Act**, as amended. For all prime construction contracts in excess \$2,000 involving Federal Funds, the successful bidder shall comply with the Davis-Bacon Act, if applicable (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5)
- C. **Copeland "Anti-Kickback Act"** (40 U.S. C. 3145) and as supplemented by Department of Labor regulations (29 CFR Part 3). The successful bidder, its contractors and subcontractors, employed, hired or contracted to perform any public building or public work projects, which are financed in whole or in part by the school district using federal funds, shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- D. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). For all contracts in excess of \$100,000 involving Federal funds, the bidder attests it has filed or will file the required certification under this Amendment. No Federal funds shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of an member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- E. **Small, Disadvantaged, Women-owned, and Minority Businesses (SDWM)**. The school district encourages small, disadvantaged, women-owned and minority businesses to participate and engage in the solicitation process. The school district may divide requirements, when economically feasible, into smaller tasks or quantities to permit max participation by SDWM businesses.
- F. **Build America, Buy America Act (BABA)** requires that all iron, steel, manufactured products, and construction materials used in federally funded projects for infrastructure by successful bidders must be produced in the United States.
- G. **Debarment and Suspension** By submitted a response to solicitation, the bidder attests that it is not a party excluded, suspended, barred, ineligible, excluded or otherwise listed as a party as such in the System for Award Management (SAM) (2 CFR 200.214).

H. Federal Procurement

- A. **General Procurement Standards** (2 CFR 200.318 – 200.327) Procurement activities shall adhere to all applicable federal laws, regulations, and guidelines governing procurement practices. These regulations include, but are not limited to, the Federal Acquisition Regulation (FAR) and the Uniform Guidance (2 CFR Part 200), and other pertinent federal statutes.
- B. **Davis-Bacon Act**, as amended. For all prime construction contracts in excess \$2,000 involving Federal Funds, the successful bidder shall comply with the Davis-Bacon Act, if applicable (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5)
- C. **Copeland "Anti-Kickback Act"** (40 U.S. C. 3145) and as supplemented by Department of Labor regulations (29 CFR Part 3). The successful bidder, its contractors and subcontractors, employed, hired or contracted to perform any public building or public work projects, which are financed in whole or in part by the school district using federal funds, shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- D. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). For all contracts in excess of \$100,000 involving Federal funds, the bidder attests it has filed or will file the required certification under this Amendment. No Federal funds shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of an member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

- E. **Small, Disadvantaged, Women-owned, and Minority Businesses (SDWM).** The school district encourages small, disadvantaged, women-owned and minority businesses to participate and engage in the solicitation process. The school district may divide requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by SDWM businesses.
- F. **Build America, Buy America Act (BABA)** requires that all iron, steel, manufactured products, and construction materials used in federally funded projects for infrastructure by successful bidders must be produced in the United States.
- G. **Debarment and Suspension** By submitted a response to solicitation, the bidder attests that it is not a party excluded, suspended, barred, ineligible, excluded or otherwise listed as a party as such in the System for Award Management (SAM) (2 CFR 200.214).

V. Procurement for Child Nutrition

- A. Procurement for Child Nutrition will be from State Contract, utilizing State Contract acquisition price. If needed product is not available on State Contract, purchases for Child Nutrition will abide by the Oklahoma State Department of Education School Food Service Compliance Document for small purchase procedures which stipulates that small food purchases must obtain quotes. If purchases are not made from State Contract, Child Nutrition will comply with District quote and bid requirement thresholds.
- B. Price or rate quotations shall be obtained from an adequate number of qualified sources. Factors such as product quality, delivery and availability, and vendor reputation will be utilized in the selection criteria.
- C. Awards will be made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- D. Procurement by noncompetitive proposals may occur if an item is available only from a single source, or if an emergency exists for the requirement which will not permit a delay resulting from competitive solicitation, or after solicitation of a number of sources, competition is determined inadequate.
- E. If several items are desired, it will be acceptable for the items to be quoted as a group, where the selection will be based on the overall low price offered.
- F. The district shall maintain written standards of conduct covering conflicts of interest and governing the actions of its officers, employees or agents engaged in the selection, award and administration of contracts. No employee may participate in the selection, award, or administration of a contract supported by a Federal award if her or she has a real or apparent conflict of interest.
- G. No district officer, employee, or agent may accept a gratuity, favor, or gift from contractors or parties to subcontracts. The district has established standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Disciplinary action may be applied for violations of such standards.
- H. The district will take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
- I. Buy American Provision - Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42.U.S.C. 1760) to require SFAs participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in this contiguous United States to purchase for those programs, to the maximum extent practicable, domestic USDA foods or products.

VI. Purchase Specifications

specifications describing all materials, supplies, services and equipment to be purchased with the exception of contracts for the erection of or improvement to school buildings.

Insofar as possible, all specifications shall be prepared in such a manner that will enable the Purchasing Department to secure broad participation in established competitive bidding procedures.

VII. Lease Agreements of Real or Personal Property

Vendors shall be given the opportunity to submit sealed bids covering a lease of real or personal property of one (1) specific item or multiples of the same item having an estimated total annual lease payment in excess of one hundred thousand dollars (\$100,000), including lease agreements from school activity accounts. Lease agreements in excess of one hundred thousand dollars (\$100,000) must receive approval by the Board prior to commencement of the lease agreement.

VIII. Rental Agreements for Used Property

The Board will consider a rental agreement on any used real or personal property or goods for a period not to exceed twelve months without quotes or bids, provided the property has been examined and is in good working condition. The rental agreement will be presented to the Board and the District's attorney for approval.

IX. Exemptions from Bidding Requirements

Every effort should be made to obtain the best quality of goods and services at the lowest possible price. Due to the unique nature of some goods and services, the following goods and services are exempt from bidding requirement: professional services, including but not limited to audit services; legal services; employment services; drug and alcohol testing; professional consultation services; extermination services; travel services including airfare, hotel, accommodations, etc.; specialty repair or service contracts; maintenance agreements; textbooks, student workbooks, library/media materials, educational and training videos; software upgrades and specialized source software; staff training classes and catering events; unique artwork for projects (excluding signage); yearbooks and student photos; provision of infrastructure as a service; rental of used equipment.

Additional exemptions include goods purchased for student activity fund raisers (e.g., candy, T-shirts, candles, etc.); expenses for graduation, prom, dances and other student social activities; unique and custom decorations purchased from student activity funds and used for student events (e.g., prom, graduation, etc.); testing and assessment materials; items purchased with funding from NPS Foundation grants where item was specifically approved by the Foundation with the grant application; purchases of fuel.

X. Standardization Program

If a site has designated a specific brand or type of furniture or office equipment from an Original Equipment Manufacturer (OEM) or authorized distributor for the local sales territory, as part of a site or district-wide standardization program, quotes are not required for maintenance, additional units or component pieces (Excluding off-the-shelf, common catalog items). All initial purchases of furniture for the beginning of a standardization program must be quoted in accordance with the prescribed quote thresholds, as listed herein.

XI. Sole Source Procurements

Sole Source procurements shall be exempt from bidding provided the following criteria are met:

- A. The goods or services are unique to one manufacturer/supplier and no form/fit/function replacement exists from another supplier.
- B. The manufacturer distributes it directly or has limited distribution to one supplier.
- C. The manufacturer (not the distributor) submits a written letter on company letterhead stating why the goods or services are unique to his company and that distribution is limited to himself or a sole distributor. This letter must be attached to the requisition.
- D. Sole Source procurements may also be allowed where compatibility of equipment, accessories, or replacement parts are of paramount consideration. Documentation of such shall be included with

the requisition.

XII. Exceptions for Quotation Selections

It shall be the administrative responsibility of the Chief Financial Officer, with recommendations from the Director of Purchasing Services, to obtain justification in writing for the selection of a bid other than a low, valid bid submitted by an approved vendor in accordance with established purchasing procedures.

Criteria to be used in such a selection shall include, but not be limited to, the determination of the item which best fits the specifications, delivery dates for the item, service warranties, and past performance of the vendors. Justification for such selection shall identify the criteria used and other reasons, if any, for selection of other than the low bid.

XIII. Justification for Restrictive Specifications

Specifications for materials to be supplied shall be written in such a manner that competitive bidding by vendors is encouraged.

If it is thought advisable to prepare such specifications in such a manner as to restrict competitive bidding to those products or services of any one (1) manufacturer or vendor, that individual or specification committee who initiates this specification shall justify the action in writing. A copy of this justification shall remain on file in the Business Office.

The justification of a restricted specification shall indicate the tests comparative products were subjected to; their relative performance during such tests; and other factors, which were considered at the time the limited specification was established.

If it is not feasible to test competitive products, the objective opinion of recognized authorities should be weighed in evaluating the specification. The Director of Purchasing Services shall be the judge as to the adequacy of the justification for limiting an item specification. Prior to approval of a sole source vendor, the Director of Purchasing Services should make a sufficient survey of known vendors who provide similar items to determine if a comparable item is available. If, in his/her opinion, the reasons for restricted specifications are not adequate, he/she shall personally direct a concentrated effort to liberalize the approved specifications so that competitive bidding might be encouraged.

XIV. Attainment of Most Favorable Total Price

The Purchasing Department shall exert every possible effort to obtain the materials, supplies, services or equipment requisitioned by authorized employees at the lowest possible total price consistent with the item specification and required delivery date.

While it is recognized that all statutory limitations must be observed, efforts shall be made to purchase normal operating supplies at such time and in such a manner that will encourage vigorous competitive bidding by vendors. Wherever possible and economically feasible in the opinion of the Director of Purchasing Services, the annual requirements for a specific item should be offered for quotation as a unit. The Purchasing Department shall always reserve the right to specify the delivery schedule that minimizes handling, labor, storage cost and inventory investment.

XV. Warehouse Stock Inventory

All items classified as stock materials will be charged to a warehouse stock supply account upon purchase and not charged to the particular school or department until issued to that school or department from the District warehouse. Dollar cost averaging shall be used to determine the stock prices charged to school sites.

All items classified as non-stock and purchased directly for use by a particular school or department shall be charged to that school or department.

The Purchasing Department shall supply all prices or estimated prices that are used for budgetary control purposes.

XVI. Purchase Order Terms

The general terms, which shall govern the conditions of a written purchase order issued by the Purchasing Department, shall appear on the purchase order.

Terms which are applicable only to a specific purchase order shall appear in the prescribed spaces on the face of the purchase order, as a note written on the body of the purchase order or as a separate addendum later made a part of the purchase order and so identified.

XVII. Blanket Purchase Orders

Based on the guidelines provided in state statute, a school district may issue blanket purchase orders for recurring purchases (62 O.S. §310.8).

XVIII. Gasoline Purchases

Upon notification of the need for gasoline by the office of the Director of Transportation, the Director of Purchasing Services or his/her designee will call at least three responsible vendors for verbal price quotations. The gasoline is then ordered that day from the lowest responsible quotation for delivery that same day or the next day. A purchase order encumbering that expenditure is prepared. As specified in state statute, fuel for District use is exempt from state taxes (68 O.S. §500.10 and §527).

XIX. Disposition of Surplus or Obsolete Materials

No item of District property shall be disposed of except through the office of the Director of Purchasing Services or Director of Facilities Management or Director of Technology Services. Surplus or obsolete materials, supplies, equipment or property no longer required to accomplish the educational mission of the District shall be disposed.

Those items considered as obsolete or broken shall be sold at such times as the Chief Financial Officer or his/her designee determines the necessity for a sale due to warehousing space and the number of items involved. Such items may be sold by public auction/on-line either through sealed bids or vocal auction, by arranging for sale to a third-party vendor, or by placing a price on such items and selling them.

General Guidelines for Disposal:

A. Auction

The public shall be informed of such public auction through notice published on the district website at least one week prior to the date of the sale.

Any unsold surplus property may be sold in bulk, as a single lot or disposed of as useless refuse.

B. Bulk Sale

When it is necessary to dispose of large quantities of a single item, the Chief Financial Officer or his/her designee may decide to determine a fair price for the item and sell single units or quantities at this predetermined price.

C. High-Value Items

Any individual surplus property item having an estimated market value of more than two thousand five-hundred dollars (\$2,500) shall be advertised and sold in a public auction or by sealed bid.

D. Trade or Exchange

If surplus property can be traded or exchanged for items of equal or greater value, the Chief Financial Officer or his/her designee may allow such items to be traded for new equipment, provided the estimated market value for each item is less than two thousand five-hundred dollars (\$2,500).

E. Real Property

Any real property to be sold as surplus property shall have prior approval of the Board of Education with the outline of the sale procedure being approved by said Board and conforming to 70 O.S. §5-

F. Broken or Unusable Items

If surplus property is broken or irreparable, and thus, reasonably determined unable to be disposed of through auction or other means, the Chief Financial Officer or a duly appointed designee, may designate the items as trash and arrange for disposal by District maintenance or the City of Norman.

G. Books

Books declared surplus property may be sold, donated to a non-profit agency/organization, or other disposal method as so decided by the Chief Financial Officer or his/her designee.

H. Computers and other Electronic Assets

The Director of Technology Services will work closely with the Chief Technology Officer regarding the disposition of computers and other electronic assets. Computers, tablets, smart phones, and other electronic assets declared as surplus property may contain confidential information such as social security numbers, staff/student identification numbers, credit card numbers, bank account numbers, passwords, medical records, photographs, addresses, telephone numbers, student records, and other information and metadata that should not be released to the public. The district has an obligation to ensure that all personally identifiable information or metadata has been deleted from files and hardware of such surplus electronic assets. Deletion of such information will be managed by the Director of Technology Services and completed by district personnel or through the services of a responsible and reputable vendor. A certificate of such deletion shall be obtained prior to sale, trade, or other final disposition of such assets.

I. Report of Revenue

Following the disposition of items that results in revenue, shall submit to the Chief Financial Officer a listing of those items sold, price of each and any accompanying payments for same.

XX. Record Availability

The files, records, and related data of the Purchasing Department shall be available for inspection by persons other than Board of Education members or employees of the Business Department in accordance with the limitations enumerated below:

- A. Interested individuals shall request information from the Clerk of the Board who shall make such data available as expeditiously as possible. The information he/she shall supply normally shall be similar to, but not limited to, that data included in the minutes of the Board of Education.
- B. Current and historical files of the Purchasing Department shall be accessible for reference purpose only to employees of the Business Services Department who shall make every effort to abstract pertinent information upon receipt of a valid request.
- C. Approved vendors of the Board of Education shall be given access to the specific material/item records, which pertain to the materials/items they supply.
- D. Information pertaining to materials/items specifications, approximate annual usage, or method of purchase utilized shall be supplied to interested potential vendors.
- E. The sharing of information that would give unfair advantage to one vendor over another will remain a confidential record in accordance with 51 O.S. §24A.10.
- F. All E-Rate purchase records will be maintained for a period of at least five (5) years after the last date of service in accordance with FCC Fifth Report and Order (Para. 47, FCC 04-190, Adopted August 4, 2004).

XXI. Construction and Facility Improvement

Construction contracts that exceed one hundred thousand (\$100,000) dollars shall be awarded to the lowest responsible bidder based on guidelines specified in state statutes (61 O.S. §102-103; 61 O.S.

§103.4, & 61 O.S. §101-137). In the event of emergency construction statute, 61 O.S. §130 shall apply.

XXII. Purchasing Real Estate

The Board of Education will approve the process for the purchase of real estate.

XXIII. Purchase of Transportation Equipment

Transportation equipment for the District will be purchased in compliance with state regulations and guidelines 70 O.S. §9-109

XXIV. Unlawful Acts as specified in state statutes:

It is hereby declared to be unlawful for any officer or employee of the State Board of Education, member of a board of education or employee thereof, to solicit, take, retain, or receive any money, property or thing of value in the nature of commissions or otherwise for the purchase or sale of school bonds, or the purchase of any furniture or supplies, and the soliciting, taking, retaining or receiving of any such money or other thing of value is hereby declared to be a misdemeanor (70 O.S. §24-103).

It is hereby declared to be unlawful and a misdemeanor for any person, corporation or individual to offer, tender to pay or deliver to any such officer or employee of the State Board of Education, member of a board of education or employee thereof, any such property, money or other thing of value in any way connected with the issuing of school bonds or the purchase of furniture or supplies, whether the same be denominated commission or otherwise (70 O.S. §24-104).

District employees violating this policy, exceeding their purchasing authority or incurring an expense without a purchase order may be held personally and financially liable and subject to disciplinary action including, but not limited to, suspension, demotion, termination, and legal action.

XXV. Petty Cash

Petty cash funds will be established in all schools and administrative locations in accordance with the Oklahoma State Department of Education Technical Assistance Document (latest revision).

XXVI. Investment of District Funds

The Superintendent or his/her designee shall invest funds as provided in 70 O.S. 2000 § 5-115, 70 O.S. 1991 § 15-108 and 62 O.S. 1991 § 562.

XXVII. Travel Reimbursements

If an employee is given prior approval by his/her supervisor and the appropriate departmental administrator to attend a conference, meeting or seminar as an official representative of the District, travel, meals, lodging and registration fee may be considered appropriate expense. The availability of funds will determine if employees will be reimbursed for such expenses. The proper expense form must be completed and supplied to the employee's immediate supervisor within ten (10) days after returning from the trip.

XXVIII. Sanctioning Organizations and Associations

The Norman Public Schools shall establish procedures in compliance with 70 O.S. 1996 § 5-129.1 to provide for sanctioning of organizations and associations that raise money and collect revenues for the benefit of students so that they may be exempt or apply to be exempted from statutory controls and requirements pertaining to school activity funds.

XXIX. Site Receiving Procedures

State law requires payment of purchase orders only after satisfactory receipt of goods and services. Therefore, items should be delivered to the District Warehouse where receiving procedures are in place. If items are picked up or received at the site, instead of being delivered to the warehouse, the following procedures are required to ensure adequate receiving documentation.

- A. Site Principals must designate an employee to certify receipt of delivered to the site.
- B. The staff person picking up the items must sign and date the invoice or receipt. Items picked up by a staff person, will require a second signature on the invoice or receipt as proof that all of the items were actually received.
- C. The designated employee (receiving clerk) must visibly check each item to ensure that all items have been received at the site and that these items are for school business and not for personal use.
- D. Verification of receipt of goods must be noted on the invoice or receipt by the receiving clerk's signature and date.
- E. Invoices or receipts must be returned to the site secretary by close of business the day after the purchase is made.

XXX. Acceptance of Gifts

Individuals employed by the District shall neither solicit nor accept gifts valued over \$20 per item or valued over \$50 in total from any one E-Rate vendor per E-Rate funding year. A donation by an E-Rate vendor to the District may be allowed under certain conditions but (1) shall not be directly or indirectly related to E-Rate procurement and (2) shall be approved in advance by the District Administration in consultation with the District E-Rate Coordinator.

- A. 'Gifts' include services, material goods, promotional items, prizes, meals, gratuities, entertainment, tickets, favors, travel expenses, cash, loans, or any other thing of value.
- B. B. An 'E-Rate vendor' is any provider of services and/or goods who is participating in or seeking to participate in the schools and libraries universal service fund (or 'E-Rate') program.
- C. An 'E-Rate funding year' begins July 1 and ends June 30 of the following calendar year.

XXXI. E-Rate Procurement Policy

The Director of Purchasing Services shall administer the purchasing procedures and practices for all purchasing activities of the District including all E-Rate services and materials. In selecting service providers for all eligible goods and/or services for which Universal Service Fund ("E-Rate") support will be requested, the District shall:

- A. Make a request for competitive bids for all eligible goods and/or services for which Universal Service Fund support will be requested and comply with applicable state and local procurement processes included in its documented policies and procedures.
- B. Wait at least 28 days after the posting date of the FCC Form 470 on the USAC Schools and Libraries website before making commitments with the selected service providers.
- C. Consider all bids submitted and select the most cost-effective service offering, with price being the primary factor considered.
- D. Keep control of the competitive bidding process by not surrendering control to a service provider who is participating in the bidding process and not including service provider contact information on the FCC Forms 470.

Where the above E-Rate requirements are silent, the district will follow 47 Code of Federal Regulations, Section 54.503.

Last Modified by Tyler Jones on June 21, 2024

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into this 24th day of June, 2024 (the "Effective Date"), by and between the Board of County Commissioners of Cleveland County ("BOCC") on behalf of the Cleveland County Sheriff's Office ("CCSO") and Independent School District No. 29, Cleveland County, Oklahoma, a/k/a Norman Public Schools (the "District")—collectively referred to as the "Parties."

Recitals:

- A. A dispute has arisen between CCSO and the District regarding payment for Security Resource Officer ("SRO") services provided at District elementary school sites during the 2023-2024 fiscal year.
- B. BOCC, CCSO, and the District have agreed to enter into this Agreement as a means of resolving and settling any and all disputes and obligations pertaining to the amount due for services provided at the District's elementary school sites during the 2023-2024 fiscal year.
- C. The parties agree that this Agreement is solely for the purpose of resolving a disputed claim and that entering into this Agreement shall not constitute an admission of liability by either party or an admission that their respective positions regarding the payment for services provided were in any fashion incorrect.

WHEREFORE, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound, the parties agree as follows:

- 1. **Payment.** BOCC shall be paid a lump sum payment in the amount of Two Hundred Thousand Dollars (\$200,000.00) as payment in full for any and all SRO services provided by CCSO's deputies at the District's elementary sites during the 2023-2024 fiscal year (July 1, 2023 – June 30, 2024).
- 2. **Release of District, BOCC, and CCSO.** Except for the obligations created by this Agreement, and in consideration of the payment and other promises of the District contained herein, BOCC and CCSO hereby release the District of any and all claims, liabilities or actions, known or unknown, which they presently have or which they ever had against the District, its agents, employees, representatives, administrators, board members, attorneys, assigns and successors as of July 1, 2023, and through the effective date of this Agreement, with respect to payment for SRO services provided at elementary sites for the 2023-2024 fiscal year. BOCC and CCSO and their representatives and officials are hereby released by the District to the same extent as the District.
- 3. **Complete Agreement.** This Agreement comprises the entire understandings, agreements, and obligations of whatever nature or kind, whether written or oral, between the parties regarding the resolution of the disputed claim for payment for SRO services provided by CCSO at District's elementary sites for the 2023-2024 fiscal year.
- 4. **Legal Representation.** The Parties agree and acknowledge that they have had the opportunity to consult with, and have been represented by, legal counsel in connection

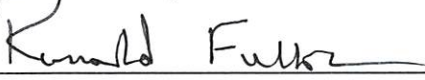
with the negotiation and execution of this Agreement, and each understands their rights, duties, and obligations under this Agreement and have entered into this Agreement freely and voluntarily.


5. **Execution.** This Agreement has been made and executed in Cleveland County, Oklahoma, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Oklahoma. Any legal claim arising out of the respective rights and obligations in this Agreement shall be brought only in the District Court of Cleveland County, State of Oklahoma.
6. **Settlement Payment.** Payment due pursuant to this Agreement shall be issued to the "Cleveland County Board of County Commissioners" on behalf of the Cleveland County Sheriff's Office and shall be promptly made and delivered to the BOCC by June 30, 2024.

EXECUTED as of the Effective Date first written above.

**Board of County Commissioners
of Cleveland County**


By: 
Rod Cleveland, Chairman

By: 
Rusty Grissom, Vice Chairman

By: 
Jacob McHughes, Member

Date: 06.24.2024

ATTEST:

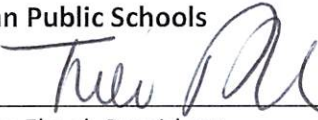
By: 
Tammy Belinson, County Clerk

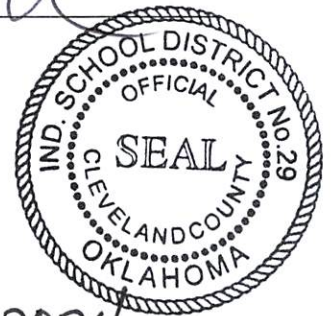
By: 
Cleveland County Sheriff

By: 
Sheriff Chris Amason

Date

**Independent School District No. 29 of
Cleveland County, Oklahoma, a/k/a
Norman Public Schools**

By: 
Tina Floyd, President
Board of Education

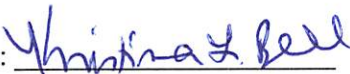


Date: 6-24-2024

ATTEST:

By: 
Cathy Sasser, Board of Education Clerk

APPROVED AS TO FORM:

By: 
Assistant District Attorney

06.24.24
Date

APPROVED AS TO FORM:

By: 
Board of Education Counsel

06.24.24
Date